



**Crown Commercial Service**

---

**Call Off Order Form for Management Consultancy Services**

**Provision of Consultancy Services for Scale**

**To**

**Crown Commercial Service**

**From**

**Promote Consulting Limited**

**Contract Reference: CCCC19B10**

---

## FRAMEWORK SCHEDULE 4

### CALL OFF ORDER FORM

#### PART 1 – CALL OFF ORDER FORM

##### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the Provision of Consultancy Services dated **04 September 2018**.

This Call Off Contract is for the Provision of Consultancy Services for Scale.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	<b>Crown Commercial Service</b> ("CUSTOMER")
To	<b>Promote Consulting Limited</b> ("SUPPLIER")
Date	<b>22<sup>nd</sup> January 2020</b> ("DATE")

##### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 22 <sup>nd</sup> January 2020
1.2.	<b>Expiry Date:</b> 31 <sup>st</sup> March 2020

#### 2. SERVICES

2.1	<b>Services required:</b>  In Call Off Schedule 2 Annex 1: The Services
-----	---

#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  Section 7 (Key Milestones) of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
-------------	---

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> Clause 11 (Standards and Quality) Applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Sections 7 and 14 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Customer:</b> REDACTED  <b>Supplier:</b> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied

#### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): £98,200.00 (excluding VAT)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted

	<p>The location of the Services will be at the offices of the Supplier or at Crown Commercial Services - CCS (Newport/London/Liverpool). The base location 151 Buckingham Palace Road, London, SW1W 9SZ for contract review meetings.</p> <p>All Travel and Subsistence claims outside of the M25 will align to CCS's standard Travel and Subsistence Policy</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted to: <a href="mailto:supplierinvoices@crowncommercial.gov.uk">supplierinvoices@crowncommercial.gov.uk</a></p> <p>All submitted invoices should contain the Contract Reference, Purchase Order number and a full detailed breakdown of all incurred costs including breakdown by resource, time, work and cost.</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the Call Off Contract Years from the Call Off Commencement Date</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applicable</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £98,200.00 (excluding VAT)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>Applied</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>Applied</p>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<p><b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p>

	In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier's submission and pricing shall be deemed as commercially sensitive

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 9 <sup>th</sup> January 2020 Recital D - date of receipt of Call Off Tender: 14 <sup>th</sup> January 2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements shall apply
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> REDACTED <b>Supplier's postal address and email address:</b> REDACTED
<b>10.10</b>	<b>Transparency Reports</b> Not applied

<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> No Applicable		
<b>10.12</b>	<b>Call Off Tender:</b> At Call Off Schedule 16		
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applicable		
<b>10.14</b>	<b>Staff Transfer (Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</b> Not applicable		
<b>10.15</b>	<b>Processing Data (Call Off Schedule 17)</b> 1. The contact details of the Customer Data Protection Officer is: REDACTED  2. The contact details of the Suppliers Data Protection Officer is: REDACTED  3. The Processor shall comply with any further written instructions with respect to processing by the Controller.  4. Any such further instructions shall be incorporated into this Schedule.		
<b>Contract Reference:</b>		<b>CCCC19B10</b>	
<b>Date:</b>		<b>22/01/2020</b>	
<b>Description of Authorised Processing</b>		<b>Details</b>	
Identity of the Controller and Processor To be provided at contract award		The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.	
Use of Personal Data		Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	
Duration of the processing		For the duration of the Framework Contract plus 7 years.	
Nature and purposes of the processing			
Type of Personal Data		Full name Workplace address Workplace Phone Number Workplace email address	

	<p>Names  Job Title  Compensation  Tenure Information  Qualifications or Certificate  Nationality  Education &amp; training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date  End date &amp; reason for termination  Contract type  Compensation data  Photographic Facial Image  Biometric data  Birth certificates  IP Address  Details of physical and psychological health condition  Next of kin &amp; emergency contact details  Record of absence, time tracking &amp; annual</p>	
Categories of Data Subject		
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	Not Applicable	

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

**For and on behalf of the Supplier:**

Name and Title	REDACTED
Signature	REDACTED
Date	23/01/2020

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	23/01/2020