



Crown
Commercial
Service

**Call Off Order Form and Call Off Terms for the
Management Consultancy Framework Agreement**

RM6008

**Provision of Consultancy Services to the CCS
Transformation Programme**

To

Crown Commercial Service

From

Promote Consulting Limited

Contract Reference CCCC19A45

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 to the CCS Transformation Programme dated 5th July 2019. This agreement shall be deemed to have commenced on 1st July 2019 (the Commencement Date)

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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Crown Commercial Service ("CUSTOMER")
To	Promote Consulting Limited ("SUPPLIER")
Date	1st July 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st July 2019
1.2.	Expiry Date: End date of Initial Period: 31 st December 2019 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: See Statement of Requirements below  CCCC19A45 - Statement of Requirer
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) See Statement of Requirements below  CCCC19A45 - Statement of Requirer
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Crown Commercial Service: Redacted Promote Consulting Limited: Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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6.2	Payment terms/profile (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)
6.3	Reimbursable Expenses: Permitted The base location of the Services will be carried out at CCS offices in London. Expenses to other locations are payable in line with the Customers own expenses policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Crown Commercial Service 9 th Floor The Capital Old Hall Street Liverpool L3 9PP Email: Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The call off contract charges will remain firm throughout the duration of the contract.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £393,000.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The Call Off tender and the Call Off contract charges will be deemed as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 5th July 2019 Recital D - date of receipt of Call Off Tender: 5th July 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements – Paragraphs 1 to 5
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED

10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms										
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 9 th Floor The Capital Old Hall Street Liverpool, L3 9PP Redacted Supplier's postal address and email address: Redacted										
10.10	Transparency Reports Not Applied										
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied										
10.12	Call Off Tender: See Supplier Proposal below: Redacted										
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applied										
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).										
10.15	<table border="1"> <tr> <td colspan="2">Processing Data</td> </tr> <tr> <td>Contract Reference:</td> <td>CCCC19A45</td> </tr> <tr> <td>Date:</td> <td>5th July 2109</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> </table>	Processing Data		Contract Reference:	CCCC19A45	Date:	5th July 2109	Description Of Authorised Processing	Details	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Processing Data											
Contract Reference:	CCCC19A45										
Date:	5th July 2109										
Description Of Authorised Processing	Details										
Identity of the Controller and Processor	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	No personal data will be processed under this Call Off Contract	
	Type of Personal Data	No personal data will be processed under this Call Off Contract	
	Categories of Data Subject	No personal data will be processed under this Call Off Contract	
10.16	MOD DEFCONs and DEFFORM		
	Not applied		

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	8 th July 2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	16/07/2019