

Crown Commercial Service

CCCC21A11 Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4
CCLL21A11 CALL OFF ORDER FORM

PART 1 – CCCC21A11 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 Strategic Consultancy Services dated **04 September 2018**.

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		REDACTION
From	("CUSTOMER")	Department of Health and Social Care
To	("SUPPLIER")	Davies Consulting and Managed Services Ltd
Date	("DATE")	6 th January 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date	6 th January 2021
1.2.	Expiry Date:	
	End date of Initial Period:	2 nd February 2021
	End date of Extension Period:	Not applicable
	Minimum written notice to Supplier in respect of extension:	Not applicable

2. SERVICES

2.1

Services required:

In Call Off Schedule 2 (Services)

Role	Deliverables
Consulting Director	<ol style="list-style-type: none">1. Programme delivery of the ember assigned work items and ongoing contributions to the SIP plan.2. Development of the contact strategy & agreement. (Mapping, treatments, process interfaces, etc.) Future sate.3. Continued Structural implementation (T.O.R, , technology call centre tools, Performance improvement)4. Delivery of the functional and business requirements for the ITS platform. (Future State)
Call centre specialist	<p>Operational delivery and support of the call centre improvement plans.</p> <ol style="list-style-type: none">1. SIP delivery items2. Call centre operational structure(s)3. Process development of core call centre services4. Onboarding Support for new recruits
CX & Digital Specialist	<ol style="list-style-type: none">1. Development of the contact strategy and the creation of the artefacts to support the development requirements for ITS. (Future State)2. Acting as an interface for the operational teams and their requirements for the ITS development teams.
Training & Quality Assurance	<ol style="list-style-type: none">1. Development of future training requirements alongside strategic partners.2. Call quality assurance and improvement plans.3. Monitoring of current training needs and strategy.

The following roles are provided as Associate Contractor – working under the management and direction of Davies Consulting):

The following roles are provided as Interim staff – working under the management and direction of DHSC):

3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)]	the first three consultants all of the information and associated IPR they create on DHSC's behalf will be subsumed into the relevant plans and strategies.
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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
[]	[]	[]	[]	[]	[]	[]

4. CONTRACT PERFORMANCE

4.1.	Standards:	<i>Not Applicable</i>
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan:	. The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 working days

5. PERSONNEL

5.1	Key Personnel:	<p>REDACTION Consulting Director (Associate Contractor)</p> <p>REDACTION Contact Centre Specialist (Associate Contractor)</p> <p>REDACTION CX & Digital Specialist (Associate Contractor)</p> <p>REDACTION Training and Quality Assurance (Interim role)</p>
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	No particular Relevant Conviction(s) should apply to this Call Off Contract

6. PAYMENT

6.1	Call Contract Off Charges (including any)		Role	Rate	Units required	Discount applied
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	applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	Charged days			
		Director	£ REDACTED	REDACTION	REDACTION
		Senior Consultant (Contact Centre Specialist)	£ REDACTED	REDACTION	REDACTION
		Principal Consultant (CX & Digital Specialist)	£ REDACTED	REDACTION	REDACTION
		Junior Consultant (Training Specialist)	£ REDACTED	REDACTION	REDACTION
		Investment Days REDACTION			

		<table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td>Total</td><td>£178,200</td><td></td></tr><tr><td colspan="4"></td></tr><tr><td colspan="4"></td></tr></table>						Total	£178,200									
	Total	£178,200																
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)	REDACTION																
6.3	Reimbursable Expenses:	REDACTION																
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	REDACTION REDACTION REDACTION REDACTION REDACTION REDACTION																
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges,	6 months the duration of the Contract																

	Payment and Invoicing)):	
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: [] of each Call Off Contract Year during the Call off Contract Period	<i>Not applicable</i>
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)):	<i>Not permitted</i>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 178,200.00	<i>The Sum of 178,200.00. excluding VAT</i>
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7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	<i>As per Clause 37.2.1</i>
7.3	Insurance (Clause 38.3 of the Call Off Terms):	As per 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):	The period of thirty (30) Working Days in Clause 42.7 shall be amended to fifteen (15)
8.3	Undisputed Sums Limit:	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:	We will reserve the right to request a handover presentation should one be required. For the training and quality assurance manager we will request a comprehensive skills and knowledge transfer process once a permanent recruit has been onboarded. This will be delivered as part of the agreed number of days within this contract (REDACTION days) and will be scheduled directly between DHSC and the Training and Quality Manager. If there is additional support required from this role, by DHSC, beyond the initial REDACTION days, this will be purchased via additional billable days from Davies Consulting and Managed Services.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	<i>Not applicable</i>
9.2	Commercially Sensitive Information:	The Supplier's proposal and pricing shall be classed as commercially sensitive information, plus Supplier's

		Personal Data and Supplier Background Intellectual Property Rights.
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	<i>Recital A</i>
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	<i>Not required</i>
10.3	Security:	Select short form security requirements
10.4	ICT Policy:	As per Department for Health and Social Care standard policy.
10.6	Business Continuity & Disaster Recovery: Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 5 days	<i>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</i> <i>Disaster Period:</i> <i>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be as defined in the BCDR Plan.</i>
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):	<i>Not applicable</i>
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Supplier's postal address and email address:	Customer's postal address and email address: Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU Supplier's postal address and email address:

		Ember Group Limited, 60 Trafalgar Square, London, WC2N 5DS REDACTION
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	Not applicable
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)	The contract has been awarded in accordance to the specifications of the framework .
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Not applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Not applicable
10.15	Processing Data Call Off Schedule 17	Data Protection Officer REDACTION REDACTION

Contract Reference:	CCCC21A11
Date:	03 rd February 2021
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	<i>There is no processing of personal data in the work Davies Consulting have been asked to deliver under this contract document.</i>
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certificate Nationality Education & 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 & 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 & emergency contact details Record of absence, time tracking & annual	
Categories of Data Subject		n/a	
10.16	MOD DEFCONs and DEFFORM	<i>Not Applicable</i>	
	Call Off Schedule 15		

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	REDACTION
Signature	REDACTION
Date	01 st March 2021

For and on behalf of the Customer:

Name and Title	REDACTION
Signature	REDACTION
Date	02/03/21