

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 **Management Consultancy Framework** dated **04 September 2018**.

The Terms and Conditions of This Call Off Order Form are within Attachment 4a Call Off Terms and Conditions.

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	C35472
From	Secretary of State for Health and Social Care acting as part of the Crown ("CUSTOMER")
To	DELOITTE LLP ("SUPPLIER")
Date	26th July 2021 (Exact date to be confirmed with the client) ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26th July 2021 (Exact date to be confirmed with the client)
1.2.	Expiry Date: End date of Initial Period: Six weeks from commencement date End date of Extension Period: An extension period can be agreed by both parties. Minimum written notice to Supplier in respect of extension: 5 working days. <i>'Any extension to the contract will be at the sole discretion of DHSC and as per the MCF2 framework guidelines and terms and conditions'</i>

2. SERVICES

2.1	Services required: See in Annex A (Attachment 3 Service Description)  Health & Care Bill - Attachment 3 Service
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3. PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date / project mobilisation meeting.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Included in Annex A – Service requirements and Annex B – Call Off Tender
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: <div style="background-color: black; color: white; padding: 2px;">Redacted in line with Section 40 of The FOIA</div> <div style="background-color: black; height: 15px; width: 100%;"></div>
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The sum of £ 64,800 excluding VAT
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: Not permitted. It is assumed that work undertaken for this period will be remotely and no expenses will be incurred.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 39 Victoria Street, DHSC, London SW1H OEU
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the term including any extensions If there are any changes to scope for support required for a longer period of time, both parties will agree any contract charges in line with MCF rate card.
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 Permitted
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 £ 64,800 excluding VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): 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): 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 five (5) working days
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: The Customers Service Requirements shown at Annex B (Attachment 8: Appendices v1.1.doc) Call Off Tender Call Off Order Form Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 3rd June 2021 Recital D - date of receipt of Call Off Tender: 6th July
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 of Schedule 7 (Security) in the terms and conditions of the contract.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract term including any extensions
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: 39 Victoria Street, DHSC, London SW1H 0EU ; Redacted in line with Section 40 of The FOIA Supplier’s postal address and email address: Deloitte LLP, 1 New Street Square, London, EC4A 4HQ ; Redacted in line with Section 40 of The FOIA
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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: In Schedule 16 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Clause 36.3.2 of the Call of Terms
10.14	Staff Transfer Not Applied
10.15	Processing Data Call Off Schedule 17 It is not anticipated that any data will be processed for the purpose of this project in line with the specification. If it is required we will mutually agree the appropriate data controller, description and information required.

	Contract Reference:	
	Date:	
	Description Of Authorised Processing	Details
	Identity of the Controller and Processor	
	Use of Personal Data	
	Duration of the processing	
	Nature and purposes of the processing	
	Type of Personal Data	
	Categories of Data Subject	
10.16	MOD DEFCONs and DEFFORM	
	Call Off Schedule 15	
	Not Applicable	

11. ANNEX A – SERVICE REQUIREMENTS



Health & Care Bill -
Attachment 3 Service

ANNEX B – CALL OFF TENDER - DELOITTE RESPONSES



Attachment 8
Appendices v1.1.docx



Attachment 8 Award
Questionnaire v1.1.doc



Attachment 8 Award
Questionnaire v1.1-2.doc



Attachment 6
Confirmation of NonE



Attachment 7
Commercial Pricing sc

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 Customer:

Name and Title	Redacted in line with Section 40 of The FOIA
Signature	Redacted in line with Section 40 of The FOIA
Date	15/07/2021

For and on behalf of the Supplier:

Name and Title	Redacted in line with Section 40 of The FOIA
Signature	Redacted in line with Section 40 of The FOIA
Date	09/07/2021