

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Provision of Consultancy for Change Management Support

For

Department for Transport (DFT)

FROM

Xoomworks Limited

Contract Reference: CCCC19A93

FRAMEWORK SCHEDULE 4**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 RM6008 dated 04 September 2018.

This Call Off Contract is for the Provision of Consultancy for Change Management Support.

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 completed post contract award
From	Department for Transport (DfT) Great Minister House, 33 Horseferry Road, London, SW1P 4DR ("CUSTOMER")
To	Xoomworks Limited 33 Foley Street, London, W1W 7TL. ("SUPPLIER")
Date	12th December 2019 ("DATE")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 12 th December 2019
1.2.	Expiry Date: End date of Initial Period: 28 th August 2020 End date of Extension Period: 27 th November 2020 if exercised Minimum written notice to Supplier in respect of extension: 5 Business Days

2. SERVICES

2.1.	Services Required: In Call Off Schedule 2 Annex 1: The Services
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3. PROJECT PLAN

3.1.	Project Plan (Call Off Schedule 4 (Project Plan))
	The Supplier shall provide the Customer with a draft project plan for approval within 1 week from the Call Off Commencement date.

4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply Section 15 (Service Levels and Performance) of Call Off Schedule 2 Annex 1: The Services shall apply All services provided shall be of high standard
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer REDACTED Supplier 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)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): See Section 17 (Payment and Invoicing) of the Statement of Requirements – Call Off Schedule 2 Annex 1: The Services
6.3	Reimbursable Expenses: Permitted Expenses to and from the 'Base Location' shall be included in the Supplier's Rates and therefore not permitted. Reimbursable expenses are permitted for travel excluding the Base Location as per Section 19 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services) Expenses are in accordance with Department For Transport Expenses Policy and following prior approval from the Authority.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Shared Services Arvato 5 Sandringham Park, Llansmlet Swansea Vale Swansea SA7 0EA
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract Years from the Call Off Commencement Date
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 applied
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: £220,000.00 (excluding VAT) The Authority will need to seek further financial approvals should the extension option be utilised.
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): In Clause 38.3 of the Call of Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); Clause 42.2 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 Supplier's submission (Schedule 16: Call Off Tender) shall be deemed as commercially sensitive.

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: 12 th November 2019 Recital D – date of receipt of Call Off Tender: 26 th November 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply. Section 16 (Security and Confidentiality Requirements) of Call Off Schedule 2: Annex 1 The Services, shall apply
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 30 days
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): 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: 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 applicable

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 Off Terms														
10.14	Staff Transfer Not applicable														
10.15	Processing Data (Call Off Schedule 17) - The contact details of the Customer Data Protection Officer is: REDACTED - The contact details of the Suppliers Data Protection Officer is: REDACTED - The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule.														
<table border="1"> <tr> <td>Contract Reference:</td><td>CCCC19A93</td></tr> <tr> <td>Date:</td><td>12th December 2019</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>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.</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> <tr> <td>Use of Personal Data Managing the obligations under the Call Off Contract Agreement and other associated activities</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td></tr> <tr> <td>Duration of the processing For the duration of the contract</td><td>For the duration of the Contract.</td></tr> <tr> <td>Nature and purposes of the processing</td><td></td></tr> </table>		Contract Reference:	CCCC19A93	Date:	12th December 2019	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.	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 and other associated activities	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 contract	For the duration of the Contract.	Nature and purposes of the processing	
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Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications 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 or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave
Categories of Data Subject	
10.16	NOT USED

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	12/12/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	11 th December 2019