

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 Consultancy support for lifetime deposits policy development dated **30th March 2021**.

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	CPD/004/121/191
From	Ministry of Housing, Communities and Local Government ("CUSTOMER")
To	Price Waterhouse Coopers LLP ("SUPPLIER")
Date	10 June 2021 ("DATE")

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

1.1.	Commencement Date: Week Commencing 21st June 2021
1.2.	Expiry Date: End date of Initial Period: 11 weeks from initiation End date of Extension Period: Up to 6 weeks Minimum written notice to Supplier in respect of extension: 7 days

2. SERVICES

2.1.	Services required: As set out in Annex A – Statement of Requirements.
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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 five (5) Working Days from the Call Off Commencement Date.
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4. CONTRACT PERFORMANCE

4.1.	Standards: As set out in Annex A – Statement of Requirements.
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: As per tender [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Used

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) [REDACTED]
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) Payment will be milestone-based at the end of each Phase [REDACTED]

6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Ministry of Housing, Communities and Local Government 4 th Floor, High Trees, Hillfield Road, Hemel Hempstead, Herts HP2 4XN CLGInvoices@communities.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): One Call Off Contract Year from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges Not Permitted
6.7	Supplier request for increase in the Call Off Contract Charges Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £267,733 excl 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): Professional Indemnity up to: £1,000,000 per claim. Public and Products Liability up to: £1,000,000 per claim. Employer's Liability up to £1,000,000 per claim.

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 ten (10) Working Days
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management:

	Not applied
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: Personal information and Price breakdowns incl Day Rates

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C – 8 th April 2021 - date of receipt of the Statement of Requirements Recital D – 31 st March 2021 - date of receipt of Call Off Tender:
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
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 5 working days
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Standard call-off terms clause applies
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Housing Communities and Local Government 2 Marsham Street London SW1P 4DF <u>Commercial@communities.gov.uk</u> Supplier's postal address and email address: PricewaterhouseCoopers LLP

	7 More London Riverside, London, SE1 2RT matthew.j.williams@pwc.com
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 Used
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Standard call-off terms clause applies
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Cambridge Centre for Housing and Planning Research [REDACTED]
10.15	Processing Data Call Off Schedule 17

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	17/06/2021

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	18/06/2021