

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

TfL95742 – TfL Change Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

DRAFT

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 Management Consultancy Services Framework 2** 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.

From	("CUSTOMER")	Transport for London
To	("SUPPLIER")	XXXXXX
Date	("DATE")	XX XXXX 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	XXXXX
1.2.	Expiry Date: End date of Initial Period:	XXXXXXXX

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)	
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3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)]	

4. CONTRACT PERFORMANCE

4.1.	Standards:	N/A
4.2	Service Levels/Service Credits: Not applied	Not applicable.
4.3	Critical Service Level Failure: Not applied	Not applicable.
4.4	Performance Monitoring: Not applied	Not applicable.
4.5	Period for providing Rectification Plan:	The period of ten (10) Working Days in Clause 39.2.1(a)

5. PERSONNEL

5.1	Key Personnel:	
5.2	Relevant Convictions	(Clause 28.2 of the Call Off Terms):

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	
6.2	Payment terms/profile	30 days payment terms.
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)):	<p><i>Consultant</i> must send invoices via email, in pdf format, to: Invoices@tfl.gov.uk</p> <p>Invoices should be addressed to:</p> <p style="text-align: center;">Transport for London</p> <p style="text-align: center;">Accounts Payable</p> <p style="text-align: center;">14 Pier Walk, North Greenwich, London, SE1 0ES</p>

		All invoices must have TfL Contract Reference Number, SAP Purchase Order number, TfL Contact name, a separate calculation of VAT and a brief description of the Services provided.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	
6.6	Supplier periodic assessment of Call Off Contract Charges	[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 £ []	
7.2	Supplier's limitation of Liability	(Clause 37.2.1 of the Call Off Terms);
7.3	Insurance	(Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default	14 CALENDAR DAYS
8.2	Termination without cause notice period	14 CALENDAR DAYS
8.3	Undisputed Sums Limit:	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: [Not applied]	[Not applied]

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	[Not applied]
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9.2	Commercially Sensitive Information:	NDA will apply
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): [Recitals B to E]	
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): [Not required]	[Not required]
10.3	Security:	[Not required]
10.4	ICT Policy:	Conformance with TfL Cyber Security use.
10.6	Business Continuity & Disaster Recovery:	[Not required]
10.7	NOT USED	
10.8	Protection of Customer Data	(Clause 35.2.3 of the Call Off Terms)
10.9	Notices (Clause 56.6 of the Call Off Terms):	Customer's email address: xxxxxxxx Supplier's postal address and email address: xxxxxxxx
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)	
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	N/A
10.15	Processing Data Call Off Schedule 17	Not Applied
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	