

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

UKEF Business Process Review

Project 1104 / CR 1252

PART 1 – CALL OFF ORDER FORM**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the “Management Consultancy Framework Two (“the Framework Agreement”)” for the provision of **UKEF Business Process Review** dated **29 April 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	project_1104 CR_1252
From	UK Export Finance, 1 Horse Gaurds Road, Westminster London. SW1A2HQ ("CUSTOMER")
To	Bramble Hub Limited 9E Albert Embankment London ("SUPPLIER")
Date	29 April 2021 ("DATE")

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

1.1.	Commencement Date: 04 MAY 2021
1.2.	Expiry Date: End date of Initial Period: 10th September 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	<p>Services required:</p> <p>See Document “ UKEF PRD External Contractor - Statement of Requirements - Appendix B FINAL”</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan: Call Off Schedule 4 (Project Plan)</p> <p>[THIS TEXT IS REDACTED]</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 3 Working Days from the Call Off Commencement Date of which all milestones and deliverables must not exceed contract expiry of 10th September 2021</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Staff supplied to work on the contract shall apply for SC clearance. If SC clearance is refused the supplied staff shall be removed and alternative staff supplied if required by the Customer. The staff supplied shall complete the mandatory training required by the Customer of its staff including training in IT Security.</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Monthly contract meeting with [THIS TEXT IS REDACTED] of Project One to review performance and any issues.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	Key Personnel: [THIS TEXT IS REDACTED], Project One
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The Customer shall call off the Services as at a day rate of [THIS TEXT IS REDACTED] (plus VAT) The maximum contract value is £120,000 (excluding VAT). The Customer is not obliged to call off to the maximum contract value.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): [THIS TEXT IS 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)): [THIS TEXT IS REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of this Call Off Contract
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:
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	Up to the sum of £120,000 (excluding VAT)
7.2	Supplier's limitation of Liability See Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier must, at its own cost, obtain and maintain the following minimum insurances for the duration of the Call Off Contract: <ul style="list-style-type: none"> - Third Party Public & Products Liability Insurance - Professional Indemnity insurance; and - Employers' Liability insurance, in sufficient sums to discharge any liability the Supplier may incur in the performance of its obligations under the Call Off Contract.

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): 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: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Required
9.2	Commercially Sensitive Information: Call off contract charges provided by supplier and any subcontractors Any material contained within Annex B – Statement of Requirements The delivery method and project plan provided by the supplier and any subcontractors Commercially sensitive information for the Customer All details of UKEFs end to end process in particular its pricing and risk methodology.

	Any discussion of actual or proposed deals given as examples during workshops.
	Any detail of UKEFs proposed deal pipeline

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements (schedule 7 paragraphs 1-5) apply. & Security Policy: The supplier must have Cyber Essentials Plus or ISO 27001 (or equivalent) on systems that will process information relevant to this Call Off Contract.
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
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 postal address and email address: UK Export Finance, 1 Horse Gaurds Road, Westminster London. SW1A2HQ Email: Director for Legal and compliance Esi Eshun Esi.Eshun@ukexportfinance.gov.uk Supplier's postal address and email address:

	Bramble Hub Ltd 9e Albert Embankment London SE1 7SP Email: Neil Simpson, Director contact@bramblehub.co.uk	
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: Not used	
10.13	Publicity and Branding In accordance with Clause 36.3	
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Project One Consulting Limited (company reference number 03640772)	
10.15	Processing Data In accordance with Call Off Schedule 17 For the avoidance of doubt, the Subprocessor for this Call Off is Project One Consulting Limited.	
Contract Reference:		CR_1252
Date:		29 April 2021
Description Of Authorised Processing		The Supplier will map the core process for the Customer.
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 Call Off Contract
Nature and purposes of the processing		The purpose is to produce a report reviewing UKEF core processes and make recommendations for improvement

Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names
Categories of Data Subject	Individuals within and outside of the UK with expertise in the subjects of analysis required in the Deliverables. Personal Data
10.16	MOD DEFCONs and DEFFORM 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	