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 **Delivery Adviser for Business Sectors Group** 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.

Order Number	CS20489	
From	The Department for Business, Energy and Industrial Strategy,	
	Redacted ("CUSTOMER")	
То	Bramble Hub Limited	
	Redacted ("SUPPLIER")	
Date	4 th December 2020	
	("DATE")	

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 07 th December 2020	
1.2.	Expiry Date:	
	End date of Initial Period: 26th February 2021	
	End date of Extension Period: N/A	
	Minimum written notice to Supplier in respect of extension: N/A	

2. SERVICES

2.1 | Services required:

In Call Off Schedule 2 (Services)

Introduction

The Department for Business, Energy and Industrial Strategy (BEIS) is responsible for ensuring businesses are ready for the end of transition period in December. The Business Sectors Group (BSG) within the department has an urgent requirement for operational delivery advice and support. In the run up to

end of transition period in December we will need to plan and execute several external engagements and operational delivery activities to support business awareness and readiness for the end of the transition period.

This work will go into the early part of the new year as we expect several short notice ministerial asks to arise after the end of transition period. We need to introduce a 'delivery adviser' function to support the Director General (DG) and Senior Civil Servant (SCS) colleagues to help get things done at pace and in a manner consistent with Ministerial intent.

Background to the Requirement

Currently the Business Sectors Group is made up of approximately 500 staff members and 20% have been directly engaged on business readiness. In addition, to staff members within the BSG group there are other BEIS colleagues engaged on this work. We already have departmental PPM team in place with lines of responsibility and accountability, however there's a need for astute delivery advice.

Over the past few months, there have been mail shoots, several roundtables with industry leaders and mass comms campaigns as part of the drive to get businesses and industry ready. This is likely to further ramp up by the end of the year.

Part of the role the delivery advisory function would be efficiently executing tasks like this at pace. Irrespective of whether the end of the transition period culminates to a deal/no deal as a group we need to be agile and pivoting towards ministerial asks, protecting the accounting officer and ensuring systems and processes can manage several commissions and prioritise appropriately.

Aims & Objectives

We need a delivery adviser function to support the Director General through providing sound advice and project manage key deliverables with short turnarounds. Part of this work will require putting systems and structures in place to triage issues early, assign responsibilities and put into place milestones to ensure success.

The exact deliverables are dependent on whether we leave the European Union with or without a deal, and an understanding and knowledge of economic shocks is essential in successfully delivering objectives set out.

We expect webinars, mass comms campaigns and roundtables with global CEOs to be initiated and there will be an expectation of rapid execution. A delivery adviser/consultancy support that can adapt to changing scenarios is key in ensuring successful outcomes.

We require consultancy support to help deliver ministerial priorities. This will involve being agile on ministerial asks and an ability to navigate across Whitehall and industry to ensure delivery.

Objectives

The Key objectives for this requirement are as follows but not limited to:

- Definition and initiation of operational delivery programmes / projects this will be around executing comms campaigns and delivering ministerial requests at pace.
- Advice, support and coaching of retained civil service teams to do the same ensuring smooth transition so teams can continue to deliver at pace.
- Oversight of commissioning and external partnerships development developing systems and processes to trouble shoot, triage issues and efficiently deliver outcomes.
- Senior level external engagement on behalf of Ministers / DG
- Robust, rapid programme and risk management
- Coaching / supporting retained team
- Ministerial advice / support

Scope

BEIS is looking for a small team to be deployed within the Business Sectors Group team to assist and provide expertise on a range of ministerial requests.

We are preparing for multiple economic shocks after the end of transition period. Many businesses are already severely impacted by COVID-19 measures and the end of transition will have further impacts on some sectors.

The successful supplier will look at working with sector teams in BEIS to put systems and processes in place to deliver ministerial priorities, which may include and are not limited to mass comms campaigns, mail outs and coordination of intelligence regarding distressed sectors/businesses.

Part of this will require working across HMG to horizon scan issues and offer ways to triage and prioritise deliverables.

Requirement

Requirements include:

At least one senior consultant with support from a junior consultant.

- Senior consultant activity to include but not limited to
- Overseeing activity and updating SRO regularly (at least twice a week). Activity will be carried out predominantly by BEIS teams on business engagement and collation of business intelligence to show early signs of distress.
- The update calls will be carried out via teams conference call between SRO, senior consultant and other relevant colleagues, if necessary.

- o Horizon scan and trouble shoot issues early on and bring it to the attention of SRO
- Working with ministers and senior level officials
- o Assisting with government delivery networks and partnerships
- o Leading multiple deliverables at pace with astute understanding around successful delivery of objectives
- o Leading and designing a process to pick up, triage and resolve issues at pace
- Junior consultant/support staff activity to include but not limited to
- o Directly working within teams to embed new processes (iteratively throughout the process be embedded within team)
- o Ensuring knowledge handover to existing Civil Servants throughout phase of work
- o Assisting with public service commissioning/delivery
- Strong grasp of working with ministers and across Whitehall

Working with BEIS

Currently the vast majority of BEIS staff are working from home and its envisaged the supplier will also work from home, though in exceptional circumstances there may be a requirement to come into the office situated in 1 Victoria Street, London, SW1H 0ET. This will be the base location for the contract.

The supplier will receive BEIT IT equipment.

3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)]
	Not Applied

4. CONTRACT PERFORMANCE

4.1.	Standards:	
	In clause 11 of the Call Off Terms	
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:	
	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)		
	The total contract value shall not exceed £118,900.00 excluding VAT, as per the below AW5.2 Price Schedule submitted via Delta;		
	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)		
	The successful supplier will be required to submit a weekly timesheet for all works undertaken. Payment will be processed once the contracting authority is in receipt of a signed timesheet and an accompanying invoice.		
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)):		
	The Department for Business, Energy and Industrial Strategy, Redacted		
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):		
	Duration of Call Off Contract 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:	
	The sum of £118,900.00	
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	
	The Supplier's liability shall not exceed 125% of the estimated year one costs as per clause 37.2.1 of the framework Call Off Terms	
7.3	Insurance (Clause 38.3 of the Call Off Terms):	
	In 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)):	
	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:	

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	
	Not applied	
9.2	Commercially Sensitive Information:	
	The overall cost may be shared but the detailed costing is commercially sensitive	

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	
	Recitals B to E	

Energy and Industrial Strategy, Redacted Supplier's postal address and email address: Bramble Hub Limited, Redacted 10.10 Transparency Reports Not Applied		Recital C - date of issue of the Statement of Requirements: 20/11/2020		
Not required 10.3 Security: Select short form security requirements AND Security Policy 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): In Clause 35.2.3 of the Call Off Terms Redacted 10.9 Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: The Department for Business Energy and Industrial Strategy, Redacted 5. Supplier's postal address and email address: Bramble Hub Limited, Redacted 10.10 Transparency Reports Not Applied 10.11 Alternative and/or Additional Clauses from Call Off Schedule 14 and it required, any Customer alternative pricing mechanism: Not applied 10.12 Call Off Tender: In Schedule 16 (Call Off Tender) Redacted 10.13 Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In 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). 10.15 Processing Data Call Off Schedule 17		·		
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10.15 Processing Data Call Off Schedule 17	10.14	Staff Transfer		
Call Off Schedule 17		Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).		
	10.15	Processing Data		
Contract Reference: CS20489		Call Off Schedule 17		
Contract Reference: CS20489				
	Cont	ract Reference: CS20489		

Date:	19/11/2020	
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.	
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 Framework Contract plus 7 years.	
Nature and purposes of the processing	For the purposes of the initial recruitment, contract management and any re-procurement at the end of the contract.	
	The nature of processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data	
Type of Personal Data	Full name	
	Worplace address	
	Workplace Phone Number	
	Workplace email address	
	Names	
	Job Title	
	Compensation	
	Tenure InformationQualifications or Ce	

	Nationality
	Previous work history
	Personal Interests
	References and referee details
	Driving license details
	National insurance number
	Bank statements
	Job title or role
	Job application details
	Start date
	End date & reason for termination
	Contract type
	Compensation 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 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	