

**Crown Commercial Service**

---

**Call Off Order Form for Management Consultancy Services**

---

Contract Reference & Title:

CCCC20B15 - Commercial and Contract Management  
Capability 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 Management Consultancy Services dated 04<sup>th</sup> 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	To be provided by customer post award
From	Cabinet Office ("CUSTOMER")
To	Baringa Partners LLP ("SUPPLIER")
Date	09/09/2020

### SECTION B

#### CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> Monday 14 <sup>th</sup> September 2020
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 31 <sup>st</sup> March 2021  End date of Extension Period: 31 <sup>st</sup> March 2022  NB: There shall be no additional expressed provision to extend this contract beyond the 31 <sup>st</sup> March 2022.  Minimum written notice to Supplier in respect of extension: 30 days notice

## SERVICES

2.1.	<b>Services required:</b> <b>REDACTED</b>
------	--

## PROJECT PLAN

3.1.	<b>Project Plan:</b>  The following target timeframe for providing the Services shall apply:  Any amendments to this will be managed via mutual agreement between Customer and Supplier.		
	<b>Work Package</b>	<b>Description</b>	<b>Target Timeframe or Delivery Date</b>
	1	Lead discovery work, identifying the initiatives that are required to optimise the operations of the GCF Capability Services	By 02/10/2020

	2	Digitalisation and virtualisation of existing training and assessment products for Commercial and Contract Management	By 30/10/2020
	3	Design of new/additional training and accreditation materials for Commercial and Contract Management (which may also then require digitalisation)	By 31/12/2020
	4	Scoping and feasibility studies for systems upgrade projects	By 31/12/2020
	5	New initiatives that aim to expand and strengthen Capability services and/or bolster a joined up and networked Government Commercial Function	By 31/03/2021
	6	Provide a knowledge and skills transfer plan upfront, and qualified and experienced personnel to deliver the outputs and outcomes specified within the work packages - enabling permanent staff to develop their own skills in these areas.	By 31/03/2021

## CONTRACT PERFORMANCE

4.1.	Standards:			
	The following Standards shall apply to this Call Off Contract:			
	KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET
	1	Delivery timescales	Deliverables to be prepared and received in line with the timetable outlined in the Key Milestones tables, Supplier's staff are constant throughout the duration of the Services.	100%
	2	Quality	<p>Supplier ensures that any processes implemented are fit for the purpose set out in this Call Off Order Form and appropriately integrated with existing processes and able to be maintained by permanent staff members when the Contract ends.</p> <p>Supplier to be proactive in identifying and managing risks, and Potential Provider is proactive in assessing impact of risks through the project and raising issues as appropriate</p>	100%

	3	Engagement and Relationship	Supplier engagement with the customer and nominated stakeholders is appropriate and focused on Service delivery.  Supplier uses the agreed channels within the Customer.  Supplier does not exploit its position within the Customer in any way which may present a conflict of interest affecting its performance of the Services.  Quality of engagement assessed based upon feedback from key stakeholders.	100%	
	4	Commercial	Supplier is open and proactive in optimising costs and efforts made to minimise expenses. Supplier to be open in explaining price breakdown and working with the Customer to identify opportunities to reduce costs.	100%	
	5	Knowledge Transfer	Supplier to provide knowledge management and transfer sessions with key staff – plus documentation setting out new ways of working.	100%	
	6	Flexibility	Supplier will be assessed in relation their ability to quickly flex in light of changing priorities.	100%	
4.2	<b>Service Levels/Service Credits:</b> Not applied				
4.3	<b>Critical Service Level Failure:</b> Not applied				
4.4	<b>Performance Monitoring:</b> Not applied				
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms				

## PERSONNEL

5.1	<b>Key Personnel:</b>  <b>Customer:</b>  <b>REDACTED</b>
-----	--

	<b>Supplier personnel:</b>  <b>REDACTED</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):  Not applicable.

## PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>The Call Off Contract Charges shall be calculated on a time and materials basis and the capped Charges for this Call Off Contract are £733,570.00 (excluding VAT). The “Daily Offered Rates” as stated with the below “Rate Card” shall remain firm for the entirety of this Call Off Contract.</p> <p>The Call Off Contract value shall not exceed £733,570.00 (excluding VAT).</p> <p><u>Rate Card</u></p> <p><b>REDACTED</b></p> <p><u>Total Capped Price Costs</u></p> <p>Each Work Package will have an associated capped price, at the date of this Call Off Order Form is assumed to be in line with the below table. Any changes to this will be managed through the creation of individual work packages that result from the discovery phase (Work Package 1) and recorded as a written variation to this Call Off Order Form..</p> <p>Each Work Package scope will include:</p> <ul style="list-style-type: none"> <li>• Scope and deliverables</li> <li>• Success criteria</li> <li>• Target Delivery timescales</li> <li>• Knowledge Transfer Activities</li> <li>• Customer and Supplier Resources</li> <li>• Customer Cost Centre</li> <li>• Supplier Fees</li> </ul> <p><b>REDACTED</b></p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p> <p>Payment can only be made following performance of each Work Package in accordance with its specifications in this Call Off Order Form.</p> <p>Before payment can be made, each invoice must include a detailed elemental breakdown of work completed and the associated costs and the relevant purchase order number for that work package.</p>

	<p>Compliant invoices must be submitted to: <b>REDACTED</b> with the Contract Manager copied in as well for reference.</p> <p>Invoices cannot be processed without a valid Purchase Order Number. The Purchase Order Number shall be provided to the Supplier upon contract award.</p> <p>The Supplier shall submit invoices for the approval of at the end of each calendar month, relating to Services performed during that calendar month. Undisputed invoices shall be paid within 30 days.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Costs in addition to those outlined in section 6.1 of this Call Off Contract, including travel expenses, will not be paid unless they are specifically agreed with the GCF Capability Services Senior Leadership Team prior to being incurred.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>REDACTED</b></p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the full term of the Call Off Contract and extension period.</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applicable</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £733,560.00 (excluding VAT)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p> <p>All implied warranties and conditions of any kind are excluded.</p> <p>Clause 37.1.1(b) of the Call Off Terms shall read "breach of applicable bribery Law or Fraud by its employees"</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p>



	In Clause 38.3 of the Call Off Terms
--	--------------------------------------

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier acknowledges that the Customer may be required under the Freedom of Information Act 2000 and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 13/08/2020 Recital D - date of receipt of Call Off Tender: 10/09/2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b>

	Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> <b>REDACTED</b> <b>Supplier's postal address and email address:</b> <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not Applicable
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 <b>Customer Data Protection Officer Details:</b> <b>REDACTED</b> <b>Supplier Data Protection Officer Details:</b> <b>REDACTED</b>

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	<b>CCCC20B15</b>
<b>Date:</b>	<b>10/09/2020</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the Data Controller and that the Supplier is the Data Processor 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 exchange of information between the parties to this contract
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

	<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>	
Categories of Data Subject	<p>Contractors</p> <p>Service Providers</p> <p>Suppliers</p>	



## **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	01/10/2020

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	8/10/2020