
Digital Outcomes and Specialist Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

[Part A - Order Form](#)

[Part B - The Schedules](#)

[Schedule 1 - Requirements](#)

[Schedule 2 - Supplier's response](#)

[Schedule 3 - Statement of Work \(SOW\), including pricing arrangements](#)

[Schedule 4 - Contract Change Notice \(CCN\)](#)

[Schedule 5 - Balanced Scorecard](#)

[Schedule 6 - Optional Buyer terms and conditions](#)

[Schedule 7 - How Services will be bought \(Further Competition process\)](#)

[Schedule 8 - Deed of guarantee](#)

[Part C - Terms and conditions as at \[www.gov.uk\]\(http://www.gov.uk\)](#)

- [1. Contract start date, length and methodology](#)
- [2. Supplier Staff](#)
- [3. Swap-out](#)
- [4. Staff vetting procedures](#)
- [5. Due diligence](#)
- [6. Warranties, representations and acceptance criteria](#)
- [7. Business continuity and disaster recovery](#)
- [8. Payment terms and VAT](#)
- [9. Recovery of sums due and right of set-off](#)
- [10. Insurance](#)
- [11. Confidentiality](#)
- [12. Conflict of Interest](#)
- [13. Intellectual Property Rights](#)
- [14. Data Protection and Disclosure](#)
- [15. Buyer Data](#)
- [16. Document and source code management repository](#)
- [17. Records and audit access](#)
- [18. Freedom of Information \(FOI\) requests](#)
- [19. Standards and quality](#)
- [20. Security](#)
- [21. Incorporation of terms](#)
- [22. Managing disputes](#)
- [23. Termination](#)
- [24. Consequences of termination](#)
- [25. Supplier's status](#)
- [26. Notices](#)

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- [27. Exit plan](#)
 - [28. Help at retendering and handover to replacement supplier](#)
 - [29. Changes to Services](#)
 - [30. Contract changes](#)
 - [31. Force Majeure](#)
 - [32. Entire agreement](#)
 - [33. Liability](#)
 - [34. Waiver and cumulative remedies](#)
 - [35. Fraud](#)
 - [36. Prevention of bribery and corruption](#)
 - [37. Legislative change](#)
 - [38. Publicity, branding, media and official enquiries](#)
 - [39. Non Discrimination](#)
 - [40. Premises](#)
 - [41. Equipment](#)
 - [42. Law and jurisdiction](#)
 - [43. Defined Terms](#)

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

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- Buyer and Supplier details
 - contract term
 - Deliverables
 - location
 - warranties
 - staffing needs
 - staff vetting procedure
 - notice period for termination
 - standards required (including security requirements)
 - charges, invoicing method, payment methods and payment terms
 - additional Buyer terms and conditions
 - insurances
 - business continuity and disaster recovery
 - security
 - governance
 - methodology
 - Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Cabinet Office									
Supplier	Caution Your Blast Ltd									
Call-Off Contract/Project Ref.	WP1116									
Call-Off Contract title	Transformation Service Manager									
Call-Off Contract description	We require an experienced Service Manager with a deep understanding of Digital Transformation in the public sector to help us design, develop and test the Transformation Support Service. Specifically this will be helping define our ways of working, approaches, tools and techniques when advising (specific) government departments and Teams.									
<u>Call-Off Contract period</u>										
Start date	21 July 2016									
End date	21 July 2018									
Call-Off Contract extension option	none									
<u>Call-Off Contract value</u>	Initial value of £46000 ([REDACTED])									
Charging method	<table border="1"> <tr> <td>Capped time and materials (CTM)</td> <td></td> </tr> <tr> <td>Price per story</td> <td></td> </tr> <tr> <td>Time and materials (T&M)</td> <td>x</td> </tr> <tr> <td>Fixed price</td> <td></td> </tr> </table>		Capped time and materials (CTM)		Price per story		Time and materials (T&M)	x	Fixed price	
Capped time and materials (CTM)										
Price per story										
Time and materials (T&M)	x									
Fixed price										

	Other pricing method or a combination of pricing methods agreed by the parties
Notice period for termination for convenience	20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement
Purchase order No.	TBC
Initial SOW package	[REDACTED]

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

Project reference: DOS-WP1116-01.
Buyer reference: WP1116: Transformation Service Manager
Order date: 20 July 2016
Purchase order: TBC

From: the Buyer
Cabinet Office.

[REDACTED]

To: the supplier

Caution Your Blast Ltd

Supplier phone: [REDACTED]

Supplier's address: [REDACTED]

www.cautionyourblast.com

Company number: [REDACTED]

Together: the "Parties"

Principle contact details

For the Buyer: Name: [Redacted]
Title: [Redacted]
Email: [Redacted]
Phone: [Redacted]

For the supplier: Name: [Redacted]
Title: [Redacted]
Email: [Redacted]
Phone: [Redacted]

Call Off Contract term

Commencement date: 20 July 2016 and is valid for 24 months.

Buyer contractual requirements

Digital outcomes and specialists services required: For the provision of Specialist: Digital Transformation Expertise. WP1116: Transformation Service Manager

Warranty period 90 days from the date of Buyer acceptance of release.

Location: [Redacted]

Staff vetting procedures: The level of clearance for this requirement is: Minimum Baseline Personnel Security Standard

Standards: Maintain a high standard of professionalism

Limit on supplier's liability: As per Call off Contract terms

Insurance: As per Call off Contract terms

Supplier's information

Commercially sensitive information: No additional requirements

Subcontractors / Partners: No additional requirements

Call-Off Contract Charges and payment

The method of payment for the Call-Off Contract Charges (GPC or BACS) BACS: Bank: [REDACTED]
Sort Code: [REDACTED] Bank A/C Number: [REDACTED]

Invoice details n/a

Who and where to send invoices to: Email electronic invoices to the GDS Delivery Manager and [REDACTED] and also post hard copy invoice to Cabinet Office, [REDACTED] Tomlinson House, Norcross Blackpool [REDACTED] and email addresses as follows:

Invoice information required – eg PO, project ref, etc. Invoices must include WP1116 number and PO number (once known)

Invoice frequency Invoices must include WP1116 number and PO number (once known)

Call-Off Contract value: Initial value of £46,000 ([REDACTED]) subject to extension option

Call-Off Contract Charges: [REDACTED] time and materials

Additional Buyer terms

Warranties, representations and acceptance criteria N/A

Supplemental requirements in addition to the call-off terms N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms N/A

Specific terms: N/A

Clause	Minimum number of days held within the Call-Off Contract
6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days

33 Liability	Remains various shown within the Call-Off Contract terms
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Formation of Contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		

Duration of SOW	
Charging Method(s) for this Release:	<i>Time and materials</i>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details

Sch 3.3 Deliverables

3.3.1 To be added in agreement between the Buyer and Supplier

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.

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- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
 - a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract Charge
- Remainder of value under overall Call-Off Contract Charge

Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5. Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the supplier:

Name and title

[Redacted]

Signature and date

[Redacted]

[Redacted]

For and on behalf of the departmental Buyer:

Name and title

[Redacted]

Signature and date

[Redacted]

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to

ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

~~Order Form reference for the Call-Off Contract being varied:~~

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

~~1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:~~

~~**Guidance Note: Insert full details of the change including:**~~

~~**Reason for the change;**~~

~~**Full Details of the proposed change;**~~

~~**Likely impact, if any, of the change on other aspects of the Call-Off Contract;**~~

~~2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.~~

~~3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.~~

Signed by an authorised signatory for and on behalf of the Buyer

Signature:

X _____

Date:

[Click here to enter a date.](#)

Name:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

~~Signed by an authorised signatory to sign for and on behalf of the Supplier~~

Signature:

X _____

Date:

[Click here to enter a date.](#)

Name:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

Schedule 5 - Balanced Scorecard

In place of the Balanced Scorecard the Supplier's performance will be managed on a regular basis with review meetings for each Statement of Work.

Schedule 6 - Optional Buyer terms and conditions

Sch 6.1 — Buyer's agent

The Buyer (as principal) has authorised [NAME OF AGENT] to act as agent on their behalf. The Buyer (as principal) remains liable for all of the Buyer obligations under this Call-Off Contract entered into on its behalf by its agent.

~~Schedule 7 - How Services will be bought (Further Competition process)~~

~~Sch 7.1 — Who is responsible for awarding a Call-Off Contract~~

All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.

The Buyer may appoint an agent to act on their behalf.

GCS is not responsible for the actions of any Buyer.

Sch 7.2 — Activity that may take place before Further Competition

Before starting a Further Competition, a Buyer will regularly undertake market engagement and publish a draft requirements document for Suppliers. Those Suppliers may then give feedback in order to:

- help the Buyer understand the complexity of the work; and
- help improve the quality of the brief that will be issued pursuant the Further Competition.

Sch 7.3 — Buyer reserves the right not to award

A Further Competition procedure may be cancelled at any time and the Buyer is not obliged to award a Call-Off Contract.

At any stage during the Further Competition, the Buyer may go back to any stage in the further competition process and amend their requirements if they consider that the further competition is not meeting their needs.

Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close through the Digital Marketplace. Questions and responses will be anonymised and made available to all Suppliers.

Sch 7.4 — Right to change Further Competition process

GCS may change the Further Competition process and the tools used for evaluation at any time.

Sch 7.5 — Lot 1: Digital outcomes Further Competition and Evaluation process

In order to complete the following Further Competition process, the Buyer will:

- a) Write a brief detailing their requirements and the outcome they want to achieve.

b) Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:

- the bid submission due date; and
- the date range for any subsequent evaluation stages.

c) Produce a list of all capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

d) Publish the brief and the evaluation process to the list of capable Suppliers

e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to in order to proceed to the next stage.

f) Review the list of interested Suppliers who both submitted a response and meet all essential criteria.

g) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria further yes/no questions. This step may be repeated if necessary.

h) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria any qualitative questions relating to the brief.

i) Invite shortlisted Suppliers to a further evaluation. This may include any of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:

- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- a pitch
- an interview
- providing a reference.

j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

k) Run financial due diligence if required on the provisionally successful Supplier(s).

~~l) Award a Call-Off Contract to the successful Supplier(s).~~

~~m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

~~The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.~~

~~The Buyer will evaluate Suppliers' responses against the following criteria:~~

Criteria	Weighting range (%)
Technical merit and functional fit	10 – 75
Cultural fit	5 – 20
Price	20 – 85
TOTAL	100%

~~Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.~~

~~If 2 or more Suppliers have the same score, the Buyer will use either:~~

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

~~Sch 7.6 — Lot 2: Digital specialists Further Competition and Evaluation process~~

~~In order to complete the following Further Competition process the Buyer will:~~

~~a) Write a brief detailing their requirements and the Deliverables they need.~~

~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will take~~

into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit bids. It will include:

- the bid submission due date; and
- the date range for any subsequent evaluation stages.

e) Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

d) Send the brief and the evaluation process to the list of capable Suppliers.

e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.

f) Review the list of interested Suppliers who submitted a response and meet all essential criteria.

g) (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.

h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).

i) Invite shortlisted Suppliers to further evaluation to assess whether their proposed specialist is able to meet their requirements. This may include any or all of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:

- providing a profile
- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- an interview
- a test
- providing a reference.

j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

k) Run financial due diligence if required on the provisionally successful Supplier(s).

~~l) Award a Call-Off Contract to the successful Supplier(s).~~

~~m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.

The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria	Weighting range (%)
Technical merit and functional fit	10 – 75
Cultural fit	5 – 20
Price	20 – 85
TOTAL	100%

Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

If 2 or more Suppliers have the same score, the Buyer will use either:

- the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers.

Sch 7.7 — Lot 3: User research studies Further Competition and Evaluation process

In order to complete the following Further Competition process the Buyer will:

- ~~a) Write a brief detailing their requirements, eg facilities needed, studio location and availability.~~
- ~~b) Indicate their evaluation method and criteria for assessing Suppliers against the brief.~~