

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: CCMA20A01 Provision of Marketing and Branding Evaluation Services

THE BUYER: Gambling Commission

BUYER ADDRESS
London: 21 Bloomsbury St, Bloomsbury, London WC1B 3HF.
Birmingham: Victoria Square House, Victoria Square, Birmingham B2 4BP.

THE SUPPLIER: MediaSense Communications Limited

SUPPLIER ADDRESS: 12 Helmut Row, London, EC1V 3QJ.

REGISTRATION NUMBER:

DUNS NUMBER: 211537877

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18th May 2020**.

It's issued under the Framework Contract with the reference number RM6135 for the provision of Marketing and Branding Evaluation Services.

CALL-OFF LOT:

Lot 3 Ecosystem Strategic Advice and Support.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6135
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6135
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6135
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6135
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None.

CALL-OFF START DATE: 8th June 2020

CALL-OFF EXPIRY DATE: 7th June 2023

CALL-OFF INITIAL PERIOD: **7th June 2021**

CALL-OFF DELIVERABLES

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Assurance of the Branding element of the Fourth National Lottery Licence Competition. This will entail a review of the current Branding competition section and requirements and a written report on proposed changes and implementation of changes into the competition documentation.	No later than 19/06/2020
2	Development of Branding evaluation criteria and approach to evaluation, in line with the Contracting Authority's broader evaluation framework. This must be documented in a report, and receive approval through the programme's relevant governance structures.	No later than 04/08/2020
3	Review of Phase One competition responses, with feedback provided to competition applicants which are in-line with the programme's approach to the provision of feedback. All feedback will be required to be documented in accordance with the programme's agreed approach.	December 2020
4	Evaluation of Phase Two competition responses, in-line with the programme's evaluation framework and agreed criteria for the Branding element of the competition. The Supplier will also be required to document feedback in accordance with the programme's agreed approach.	April 2021

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is up to £293,575.20 (exc VAT)

NON-COMPETE and CONFLICT OF INTEREST

To ensure compliance with Clause 32 (Conflict of Interest) of the Core Terms and in order to protect the legitimate aims of the Buyer, the Seller covenants with the Buyer

Framework Schedule 6 (Order Form and Call-Off Schedules)

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that it shall not engage, contract with, or provide services to any participant, applicant, or party that is actively involved in The Fourth National Lottery Licence Competition (other than the Buyer). The Seller shall be bound by this covenant until either the termination of this Call-Off Contract or until The Fourth National Lottery Licence has been awarded, whichever is the later.

CALL-OFF CHARGES

IT SHOULD BE NOTED THE FOLLOWING CHARGES ARE INDICATIVE ONLY, AS PRICING WAS EVALUATED ON A SCENARIO BASIS, NOT ON THE ACTUAL WORK REQUIRED UNDER CONTRACT

Redacted

REIMBURSABLE EXPENSES

Expenses will only be permitted where Supplier Personnel carrying out agreed deliverables are required to travel outside of their allocated work base: the customer's offices in London or Birmingham. Any expenses incurred must comply with the Gambling Commission Expenses Policy.

PAYMENT METHOD

As per section 17 of the Statement of Requirements.

BUYER'S INVOICE ADDRESS:

apayable@gamblingcommission.gov.uk Victoria Square House, Victoria Square, Birmingham B2 4BP

BUYER'S AUTHORISED REPRESENTATIVE

Redacted, Victoria Square House, Victoria Square, Birmingham, B2 4BP.

BUYER'S ENVIRONMENTAL POLICY

Not Applied

BUYER'S SECURITY POLICY

As per section 16 of the Statement of Requirements

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted, 12 Helmut Row, London, EC1V 3QJ

SUPPLIER'S CONTRACT MANAGER

Redacted

PROGRESS REPORT FREQUENCY

As set out in Schedule 20 Call-Off Specification

PROGRESS MEETING FREQUENCY

Monthly at a time and date set by the Buyer in agreement with the Supplier

KEY STAFF

Redacted

KEY SUBCONTRACTOR(S)

The Observatory International Ltd

COMMERCIALLY SENSITIVE INFORMATION

Not Applied

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted	Signature:	Redacted
Name:		Name:	
Role:		Role:	
Date:		Date:	