



Crown Commercial Service

G-Cloud 11 Call-Off Contract (version 4)

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Part A - Order Form

Digital Marketplace service ID number:	644981118665129
Call-Off Contract reference:	Bravo ref TBC
Call-Off Contract title:	Data Quality Support Phase 2
Call-Off Contract description:	Four Work Streams have been identified for Phase 2: Stream 1 = Data Modelling (Conceptual, Logical and Physical) Stream 2 = Migration to the Physical Model Stream 3 = Cleansing and Validation Stream 4 = Business Rules
Start date:	1 November 2019
Expiry date:	17 November 2020
Call-Off Contract value:	██████ ex VAT (includes T&M estimates)
Charging method:	BACS Invoice
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Environment Agency Horizon House Deanery Road Bristol BS1 5AH
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To: the Supplier	
Together: the 'Parties'	

Principle contact details

For the Buyer:	
For the Supplier:	




Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 November 2019 and is valid until 17 November 2020.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 1 period of up to 12 months, by giving the Supplier 1 months written notice before its expiry.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 1 - Cloud hosting Lot 2 - Cloud software Lot 3 - Cloud support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:

	<ul style="list-style-type: none"> • Phase 2 Consultancy • Hosting and Licences
Additional Services:	Additional Time and Materials Consultancy days as required to complete Phase 2 Work Packages previously identified and priced as T&M in Schedule 2 – These must be agreed by the Authority prior to commencement.
Location:	The Services will be delivered to Horizon House, Deanery Road, Bristol, BS1 5AH.
Quality standards:	<p>The Supplier shall be certified to:</p> <p>ISO 9001:2015 (Quality Management Systems) and</p> <p>ISO 27001:2013 (Information Security Management Systems)</p> <p>The Supplier will:</p> <ul style="list-style-type: none"> • Comply with all applicable laws, regulations and contractual obligations; • Implement continual improvement initiatives, including risk assessment and treatment strategies, while making the best use of its management resources to meet and improve information security system's requirements; • Adopt an information security management system (ISMS) comprising of a security manual and procedures that provides direction and guidance on information security matters relating to employees, customers, suppliers and interested parties who come into contact with the Company's work; • Work closely with their Customers, Business Partners and Suppliers in seeking to establish Information Security Standards; • Adopt a forward-looking view on future business decisions, including the continual review of risk evaluation criteria, which may have an impact on Information Security; • Train all members of staff in their needs and responsibilities for Information Security Management; • Constantly strive to meet, and when possible exceed, its customers and staff expectations. • Communicate its Information Security objectives and its performance in achieving these objectives, throughout the Company and to interested parties.
Technical standards:	<p>The technical standards required for this Call-Off Contract are contained in the Envitia Phase 1 and Phase 2 Proposals below:</p> <div style="text-align: center;">    </div> <p>UPR181147-03 - Data Quality Suppo UPR191103-03 - AIMS Upgrade Phas UPR191136-02 - AIMS Upgrade Data</p>

Service level agreement:	Not Used
Onboarding:	To be agreed by Authority
Offboarding:	To be agreed by Authority
Collaboration agreement:	Not Used
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <p>Clauses 7.4 to 7.13 of the Framework Agreement.</p>
Buyer's responsibilities:	<p>The Buyer is responsible for;</p> <ol style="list-style-type: none"> 1. The provision of data to be profiled/cleansed 2. The provision of a Data Architect to guide the work 3. Providing access to Business SMEs to support the various activities
Buyer's equipment:	N/A

Supplier's information

Subcontractors or partners:	N/A
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is BACS invoice
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer

	will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to the invoice address stated on the Purchase Order.
Invoice information required – for example purchase order, project reference:	All invoices must include a description of the charges and the Purchase Order number.
Invoice frequency:	Invoice will be sent to the Buyer monthly in arrears.
Call-Off Contract value:	The total value of this Call-Off Contract is £705,105 ex VAT
Call-Off Contract charges:	The breakdown of the Charges is detailed in Schedule 2 below.

Additional Buyer terms

Performance of the service and deliverables:	N/A
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	N/A
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	Confirm whether either Annex 1 or Annex 2 of Schedule 7 is being used: Annex 1

1. 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 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.