



Crown
Commercial
Service

**PROVISION OF OSCAR II CONSULTANCY
SUPPORT**

TO

HM TREASURY

FROM

**METHODS BUSINESS AND DIGITAL
TECHNOLOGY LIMITED**

Contract Reference: CCCC21A50

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 Provision of Consultancy Support for OSCAR II Delivery 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	To be advised by Contracting Authority post award
From	HM Treasury ("CUSTOMER")
To	Methods Business and Digital Technology Limited ("SUPPLIER")
Date	24 May 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26 May 2021
1.2.	Expiry Date: End date of Initial Period: 30 September 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)
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	See Statement of Requirements at Annex A – Statement of Requirements
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3. PROJECT PLAN

3.1.

Project Plan:

The Supplier will support the Milestones of the OSCAR II Project Plan with consultancy expertise covering the three defined skill sets as set out in paragraph 6 of Annex A – Statement of Requirements.

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Contract to be signed;	Within one (1) day of Contract Award
2	To ensure the provision of resources to fully deliver the scope of this requirement as detailed within Section 5 and 6 of this Statement of Requirements for the full duration of the Contract term.	For the full duration of the Contract until 30 September 2021
3	Commitment for Knowledge Transfer and lessons learnt at completion of the Contract on or before 30 September 2021	By 30 September 2021

4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>In Clause 11 of the Call Off Terms</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not Applicable</p>

4.3	Critical Service Level Failure: Not applied																			
4.4	Performance Monitoring: The Customer will measure the quality of the Supplier's delivery by: <table><tr><th>KPI/SLA</th><th>Service area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Delivery timescales</td><td>All deliverables to be received on time, in line with agreed milestones.</td><td>100%</td></tr><tr><td>2</td><td>Quality</td><td>Work is accurate and of a high quality, delivering on the requirements as set out in section 6 and in light of further specification set out.</td><td>100%</td></tr><tr><td>3</td><td>Progress management</td><td>The supplier will attend quarterly meetings or calls as necessary to discuss progress against milestones and deliverables.</td><td>100%</td></tr></table>				KPI/SLA	Service area	KPI/SLA description	Target	1	Delivery timescales	All deliverables to be received on time, in line with agreed milestones.	100%	2	Quality	Work is accurate and of a high quality, delivering on the requirements as set out in section 6 and in light of further specification set out.	100%	3	Progress management	The supplier will attend quarterly meetings or calls as necessary to discuss progress against milestones and deliverables.	100%
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4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms																			

5. PERSONNEL

5.1	Key Personnel: Customer – REDACTED Supplier – REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The Total contract value forecast between contract award until September is £350,264.00 (Excluding VAT) The rates below are to remain firm for the duration of the contract. 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)
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)): Her Majesty's Treasury, REDACTED London
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the life of the 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 £350,264.00 (Excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the 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: Call Off Schedule 9 (Exit Management) shall be amended as follows: Section 5 – Exit Plan - The supplier is not required to produce an Exit Plan

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: Please refer to Annex B – Supplier Response

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 07 May 2021 Recital D - date of receipt of Call Off Tender: 13 May 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: A link to the ICT Policy will be provided through <u>Technology Policy (hmt.local)</u> is accessible by the Supplier from HMT Laptops.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be one (1) day.

10.7	NOT USED												
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applied												
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> REDACTED <u>Supplier's postal address and email address:</u> REDACTED												
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)												
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applicable												
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) – See Annex B – Supplier's Proposal												
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 <table border="1"> <tr> <td>Contract Reference:</td><td>CCCC21A50</td></tr> <tr> <td>Date:</td><td>26th May 2021</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Personal data held only for the purposes of consultancy provision.</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td></tr> <tr> <td>Duration of the processing</td><td>Until 30th September 2021</td></tr> </table>	Contract Reference:	CCCC21A50	Date:	26th May 2021	Description Of Authorised Processing	Personal data held only for the purposes of consultancy provision.	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	Until 30 th September 2021
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Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,												
Duration of the processing	Until 30 th September 2021												

	Nature and purposes of the processing	Personal data held only for the purposes of consultancy provision.	
	Type of Personal Data	Full name Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination	

		Contract type Compensation data Photographic Facial Image Biometric 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	Personal data held only for the purposes of consultancy provision.	
10.16	DEFCONs and DEFFORMs 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	REDACTED
Signature	REDACTED
Date	25/05/2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	27 May 2021