

RM6008 Management Consultancy Framework 2: Lot 1

FRAMEWORK SCHEDULE 4 CALL OFF ORDER FORM

**Rapid Estate Expansion Project (REEP):
Programme Management Office (PMO)**

Project ref. 23803

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 **Business Consultancy Services (Lot 1)** 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	23803 DWP Rapid Estate Expansion Programme PMO
From	The Secretary of State for Work and Pensions (acting as part of the Crown) ("CUSTOMER")
To	Incendium Consulting Ltd ("SUPPLIER")
Date	31 March 2021 ("DATE")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 01 April 2021
1.2.	Expiry Date: End date of Initial Period: 30 September 2021 End date of first Extension Period: 31 December 2021 End date of second Extension Period: 31 March 2022 Minimum written notice to Supplier in respect of extension: At least one calendar month before the end of the Initial Call Off Period and, where the option to extend for the first extension period has been exercised, at least one calendar month before the end of the first Extension Period.

2. SERVICES

2.1	Services required: In Call Off - Schedule 7 & 8 (Services) and in line with Statement of Requirements.  3. Appendix B - Statement of Requirement
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3. PROJECT PLAN

3.1.	Project Plan: Not required
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Call Off Schedule 4 Clause 11 (Standards and Quality)
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In line with Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:		
	Name	Role	Grade
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):		

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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	Grade	Day Rate (exc VAT)
	Partner / Managing Director	
	Managing Consultant / Associate Director / Director	
	Principal Consultant	
	Senior Consultant / Manager	
	Consultant	
	Junior Consultant	
6.2	Payment terms Payment within 30 days of agreed invoices, against agreed Purchase Orders. Invoicing in accordance with Call Off Schedule 24 (Call Off Contract Charges and Payment)	
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)): NEWPORT SSCL - DEPARTMENT FOR WORK & PENSIONS PO Box 406 NEWPORT NP10 8FZ OR APinvoices-DWP-U@gov.sscl.com	
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of call off contract	
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 applicable	
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 £1.8m
7.2	Supplier's limitation of Liability Clause 37.2.1 of the Call Off Terms;
7.3	Insurance (Clause 38.3 of the Call Off Terms):

	Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 Professional Indemnity Insurance = £5,000,000
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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 Thirty (30) Working Days written notice (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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not required
9.2	Commercially Sensitive Information: Clause 35.4.8 of the Call Off Terms

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 09/02/2021 Recital D - date of receipt of Call Off Tender: 04/02/2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form (paragraphs 1 to 5 of Schedule 7 (Security)) AND DEFINITIONS <p>“Cyber Essentials” shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online</p>

	<p>threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.</p> <p>“Cyber Security Information Sharing Partnership” or “CiSP” shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.</p> <p>“NCSC” shall mean the National Cyber Security Centre or its successor entity (where applicable).</p> <p>CYBER ESSENTIALS SCHEME</p> <p>The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the “Cyber Essentials Certificate”) in relation to the Services during Contract Period. The Cyber Essentials Certificate shall be provided by the Contractor to the Authority annually on the dates as agreed by the Parties.</p> <p>The Contractor shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation.</p> <p>SECURITY POLICIES AND STANDARDS</p> <p>The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.</p> <p>Notwithstanding the foregoing, the Authority’s Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority’s Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Authority’s Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.</p> <p>The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.</p> <p>CYBER SECURITY INFORMATION SHARING PARTNERSHIP</p> <p>The Contractor may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the Contract Period. The Contractor may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.</p> <p>Where the Contractor becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Contractor’s Risk Management Policy.</p>
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ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management

	<ul style="list-style-type: none"> o) SS-015 - Malware Protection p) SS-016 - Remote Access q) SS-017 - Mobile Devices r) SS-018 - Network Security Design s) SS-019 - Wireless Network t) SS-022 - Voice & Video Communications u) SS-023 - Cloud Computing v) SS-025 - Virtualisation w) SS-027 - Application Security Testing x) SS-028 - Microservices Architecture y) SS-029 - Securely Serving Web Content z) SS-030 - Oracle Database aa) SS-031 - Domain Management bb) SS-033 - Patching
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data Clause 35.2 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: DWP Commercial Directorate - Estates, Caxton House, Tothill Street, London, SW1H 9NA Supplier's postal address and email address: First Floor, Blue Fin Building, Southwark Street, London, SE1 0TA.
10.10	Transparency Reports Not required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not required
10.12	Call Off Tender: Call Off Schedule 16
10.13	Publicity and Branding Clause 36 of the Call Off Terms

10.14	Staff Transfer Not applicable
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15

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	
Signature	
Date	31 March 2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	31 March 2021