

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

Maritime Capability Campaign Office – Phase 2

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 the Maritime Capability Campaign Office External Assistance Phase 2 dated 16th May 2021.

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	CR_1408
From	Department for International Trade Old Admiralty Building, London, SW1A 2DY ("CUSTOMER")
To	Bramble Hub Ltd 9e Albert Embankment London United Kingdom SE1 7SP ("SUPPLIER") JA Consulting ("SUB-CONTRACTOR")
Date	28th June 2021 ("DATE")

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

1.1.	Commencement Date: 19th July 2021
1.2.	Expiry Date: End date of Initial Period: 29th October 2021 End date of Extension Period: N/A

Minimum written notice to Supplier in respect of extension: 5 working days

2. SERVICES

2.1 Services required:

DIT are establishing the Maritime Capability Campaign Office (MCCO) to increase Maritime exports, and forms DIT's response to the National Ship Building Strategy.

The MCCO is being designed and established at pace, and as such DIT are seeking expert advice to ensure the design and implementation is as thorough and effective as possible.

This is the second phase of the planned external assistance programme for the MCCO and follows on directly from the initial scoping study and implementation plan already delivered.

This phase of work requires the subcontractor to provide an agile, multi-skilled team of subject matter experts to assist DIT in the detailed design and delivery of the MCCO Portfolio Programme Project Management (P3M) planning framework and associated artefacts, building out of the MCCO operating model and communication "tools", and support the business change / transformation to embed the new ways of working and culture within the MCCO and across the wider HMG stakeholder departments.

The Sub-contractor will be managed by the Customer's MCCO Programme Manager, who will ensure all outputs and deliverables are monitored and completed to required quality, and all necessary knowledge required for effective operation of MCCO transferred to the permanent staff members through use of deliverable documents and process/communication artefacts.

The deliverables required from this phase of work, as identified in the Phase 1 Implementation Plan and modified during subsequent discussion, are as follows;

- A. Highly visual case for change & suitable communication approach (e.g., rich picture)
- B. Target Operating Model (using POTI)
- C. Benefits Realisation Model
- D. Stakeholder map and RACI
- E. P3M compliant programme management, governance and maturity approach
- F. Implementation assurance framework and assessment
- G. Forward Change Deployment / Implementation Plan

The allocation of subcontractor resources to task and the quality level/degree of completion of these deliverables will be managed in accordance with agile principles, to ensure that effort is expended on the most critical items to MCCO establishment and ensure maximum Value for Money as the project progresses.

To support this agile approach a process of continuous review and assurance/approval of the deliverables and resource allocation/utilisation will be implemented.

This approach requires the subcontractor to provide a monthly summary report detailing.

- 1) Key activities completed in month.

	<p>2) Key activities planned for next month. 3) Progress against each deliverable. 4) Actual Resource expended vs plan for each month.</p> <p>This information will be supplied by the Sub Contractor to the Customer's MCCO Programme Manager and approved by the the Customer's Head/Deputy Head MCCO. Subject to approval of this monthly summary, authorisation for payment in arrears for time and materials consumed will be provided.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan: The Supplier shall provide the Customer with an outline project plan and draft monthly summary report format for Approval within 10 working days from the Call Off Commencement Date</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards: Not applied</p>
4.2	<p>Service Levels/Service Credits: Not applied</p>
4.3	<p>Critical Service Level Failure: Not applied</p>
4.4	<p>Performance Monitoring: Not applied</p>
4.5	<p>Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 working days</p>

5. PERSONNEL

5.1	<p>Key Personnel: [THIS TEXT IS REDACTED]</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms): None</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (excluding VAT):</p>
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	Maximum contract value of £230k (excl. VAT)
6.2	Payment terms/profile Payment upon Customer acceptance of monthly summary report and invoice .
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)): Department for International Trade [THIS TEXT IS REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of this 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 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 £230k (excl. VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); See Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier must, at its own cost, obtain and maintain the following minimum insurances for the duration of the Call Off Contract: <ul style="list-style-type: none"> - Professional Indemnity insurance; and - Employers' Liability insurance, in sufficient sums to discharge any liability the Supplier may incur in the performance of its obligations under the Call Off Contract.

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 The period of thirty (30) Working Days in Clause 42.7 shall be amended to 5 Working Days
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: Not required

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied

10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): The Supplier must supply all Customer Data to the Customer through the Customer's SharePoint Data must be stored within Europe
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department for International Trade Old Admiralty Building London SW1A 2BL [THIS TEXT IS REDACTED] Supplier's postal address and email address: Bramble Hub Ltd 9e Albert Embankment London United Kingdom SE1 7SP
10.10	Transparency Reports Not applied
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applied
10.12	Call Off Tender: Not applicable
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 Not applied
10.15	Processing Data

	In accordance with Call Off Schedule 17
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Contract Reference:	
Date:	05/07/2021
Description Of Authorised Processing	For the Supplier to conduct expert interviews and consultation of DIT and wider HMG staff
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Supplier is the Processor.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of this Contract plus 3 months
Nature and purposes of the processing	<p>The Personal Data of DIT and wider HMG staff, in the form of names, email addresses and contact numbers, which will be required by the supplier to conduct the MCCO needs analysis and forward plan development.</p> <p>The Supplier will be storing and utilising the Personal Data shared by the subject expert for these purposes only.</p> <p>Data Storage: the Personal Data of DIT and wider HMG staff shall be stored by the Supplier to facilitate the analysis required and to provide a list to the Customer of the people interviewed in creating the evidence base and analysis.</p> <p>Data Storage: Personal Data collected from DIT and wider HMG staff shall be stored in secure systems by the Supplier, as agreed by the Customer.</p> <p>Data Sharing: DIT SharePoint access will be made available to the supplier for the purposes of accessing, reviewing and updating analysis information, and for storage of final products/deliverables.</p>

	The purpose of the processing is for the delivery of the Contract Deliverables by the Supplier.	
Type of Personal Data	Name, job title and role, workplace telephone number, work place email address, relevant expertise/background experience	
Categories of Data Subject	Individuals within and outside of the UK who are stakeholders or experts in the design, development and operation of the MCCO.	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data (which contains the Personal Data of DIT and wider HMG Staff) shall be destroyed by the Supplier three months after expiry of the contract or immediately on earlier termination of the Contract.	
10.16 MOD DEFCONs and DEFFORM 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	[THIS TEXT IS REDACTED]
Signature	[THIS TEXT IS REDACTED]
Date	22/07/2021

For and on behalf of the Customer:

Name and Title	[THIS TEXT IS REDACTED]
Signature	[THIS TEXT IS REDACTED]
Date	19/07/2021