

**Provision of Consultancy Support for**

**Complex Transactions Team Lot A**

**TO**

**Cabinet Office**

**From**

**Bramble Hub Ltd**

**Contract Reference: CCCC19A56**

12/08/2013

**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 Agreementfor the Provision of Consultancy Support for Complex Transactions Team dated 2nd October 2019**.**

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.

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| --- | --- |
| Order Number | **To be advised by Contracting Authority post award** |
| From | **Cabinet Office**  **("CUSTOMER")** |
| To | **Bramble Hub Ltd**  **("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: Wednesday 9th October 2019 |
|  | **Expiry Date**:  End date of Initial Period: Friday 8th October 2021  End date of Extension Period: Friday 8th April 2022 subject to further financial approvals.  Minimum written notice to Supplier in respect of extension: 3 months |

1. Services

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| 2.1. | **Services required**:  In Call Off Schedule 2 (Services) |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  In Call Off Schedule 4 (Project Plan) |

1. contract performance

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| **4.1.** | **Standards**:  Please refer to Attachment 3- Statement of Requirements.  Suppliers are also required to comply with Cyber Essentials Plus or equivalent. |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  Please refer to Attachment 3- Statement of Requirements |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**:  Customer- **Redacted**  Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not Applied |

1. PAYMENT

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| **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) |
| **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 for expenses within M25.  Permitted for expenses outside M25 subject to prior written approval by a CTT director. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  HM Government Cabinet Office  COF 1 Horse Guards Road  Floor 4  1 Horse Guards Road  London  SW1A 2HQ |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Two (2) Call OffContract Years from the Call Off Commencement Date, with an option to extend for up to 6 months subject to further financial approval. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of  Year 1 Up to £750,000.00 (exc VAT)  Year 2 Up to £750,000.00 (exc VAT)  Year 3 Up to £250,000.00 (exc VAT)  Year 3 costs (extension option) would be subject to further financial approval. |
| **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 |

1. TERMINATION and exit

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| **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:**  Not applied |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applied |
| **9.2** | **Commercially Sensitive Information**:  Not Applied |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: 5th September 2019.  Recital D - date of receipt of Call Off Tender: 19th September 2019 |
| **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:**  To be provided by the Customer before the Commencement Date |
| **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 Not Applied |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):  All files pertaining to engagements should be provided electronically on or before the end date for each engagement in a standard format (Microsoft Office or Google Docs). |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  4/11, 1 Horse Guards Road, London, SW1A 2HQ  **Redacted**  Supplier’s postal address and email address:  Bramble Hub Ltd, 9e Albert Embankment, London, SE1 7SP  **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 Applied |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not Applied |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC19A56** |  |  | | **Date:** |  |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor  **Redacted**  **Redacted** | 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 | For the duration of the Framework Contract plus 7 years. |  |  | | Nature and purposes of the processing |  |  |  | | 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 |  |  |  | | |

**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.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | **Redacted** |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title | **Redacted** |
| Signature |  |
| Date |  |