
Digital Outcomes and Specialist Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

Part A - Order Form

Part B - The Schedules

- Schedule 1 - Requirements
- Schedule 2 - Supplier's response
- Schedule 3 - Statement of Work (SOW), including pricing arrangements
- Schedule 4 - Contract Change Notice (CCN)
- Schedule 5 - Balanced Scorecard
- Schedule 6 - Optional Buyer terms and conditions
- Schedule 7 - How Services will be bought (Further Competition process)
- Schedule 8 - Deed of guarantee

Part C - Terms and conditions as at www.gov.uk

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes
23. Termination

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- [24. Consequences of termination](#)
 - [25. Supplier's status](#)
 - [26. Notices](#)
 - [27. Exit plan](#)
 - [28. Help at retendering and handover to replacement supplier](#)
 - [29. Changes to Services](#)
 - [30. Contract changes](#)
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 - [32. Entire agreement](#)
 - [33. Liability](#)
 - [34. Waiver and cumulative remedies](#)
 - [35. Fraud](#)
 - [36. Prevention of bribery and corruption](#)
 - [37. Legislative change](#)
 - [38. Publicity, branding, media and official enquiries](#)
 - [39. Non Discrimination](#)
 - [40. Premises](#)
 - [41. Equipment](#)
 - [42. Law and jurisdiction](#)
 - [43. Defined Terms](#)

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

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- Buyer and Supplier details
 - contract term
 - Deliverables
 - location
 - warranties
 - staffing needs
 - staff vetting procedure
 - notice period for termination
 - standards required (including security requirements)
 - charges, invoicing method, payment methods and payment terms
 - additional Buyer terms and conditions
 - insurances
 - business continuity and disaster recovery
 - security
 - governance
 - methodology
 - Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Cabinet Office						
Supplier	Badenoch and Clark Limited						
Call-Off Contract/Project Ref.	WP1167B						
Call-Off Contract title	WP1167B Delivery Manager for CTS Engagement Team						
Call-Off Contract description	Provision of a Delivery Manager specialist for the Common Technology Services team.						
<u>Call-Off Contract period</u>	3 months						
Start date	05/01/2017						
End date	04/04/2017						
Call-Off Contract extension option	9 months						
<u>Call-Off Contract value</u>	Initial value of £39,370 [REDACTED]						
Charging method	<table><tr><td>Capped time and materials (CTM)</td><td><input type="checkbox"/></td></tr><tr><td>Price per story</td><td><input type="checkbox"/></td></tr><tr><td>Time and materials (T&M)</td><td><input checked="" type="checkbox"/></td></tr></table>	Capped time and materials (CTM)	<input type="checkbox"/>	Price per story	<input type="checkbox"/>	Time and materials (T&M)	<input checked="" type="checkbox"/>
Capped time and materials (CTM)	<input type="checkbox"/>						
Price per story	<input type="checkbox"/>						
Time and materials (T&M)	<input checked="" type="checkbox"/>						

Notice period for termination for convenience

Purchase order No.

Initial SOW package

Fixed price	
Other pricing method or a combination of pricing methods agreed by the parties	

20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement

TBC

[See schedule 3.1]

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

Project reference: DOS-WP1167B-01.

Buyer reference: WP1167B

Order date: 19/12/2016

Purchase order: TBC

From: the Buyer

Cabinet Office.

To: the Supplier

Badenoch and Clark Limited



Together:

the "Parties"

Principle contact details

For the
Buyer:

Name:

Title:

Email:

Phone:

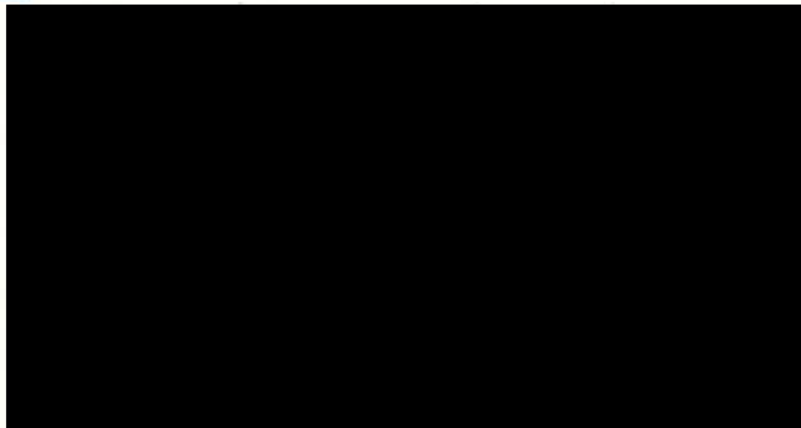
For the
supplier

Name:

Title:

Email:

Phone:



Call Off Contract term

Commencement date: 05/01/2017 and is valid for 6 months.

Buyer contractual requirements

Digital outcomes and specialists services required: Provision of a Delivery Manager specialist for the Common Technology Services team.

Warranty period 90 days from the date of Buyer acceptance of release.

Location:



Staff vetting procedures: The level of clearance for this requirement is:
Baseline Personnel Security Standard Cleared

Standards: ISO 9001:2008 Quality Management

Limit on supplier's liability: As per Call off Contract terms

Insurance: As per Call off Contract terms

Supplier's information

Commercially sensitive information: No additional requirements
No additional requirements

Subcontractors / Partners: No additional requirements
No additional requirements

Call-Off Contract Charges and payment

The method of payment for the Call-Off Contract Charges (GPC or BACS) BACS

Name: Badenoch and Clark Ltd

Bank address:

Account number:

Invoice details Invoices should include a breakdown of charges for the month period.

Who and where to send invoices to:

Invoice information required – eg PO, project ref, etc.

WP1167B and PO number. Breakdown of charges for each calendar month.

Invoice frequency

Monthly in arrears or in line with completed SoW

Call-Off Contract value:

Initial value of £39,370

Call-Off Contract Charges:

Charging Method: T&M

Additional Buyer terms

Warranties, representations and acceptance criteria N/A

Supplemental requirements in addition to the call-off terms N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms N/A

Specific terms: N/A

Clause	Minimum number of days held within the Call-Off Contract
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6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
33 Liability	Remains various shown within the Call-Off Contract terms

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.

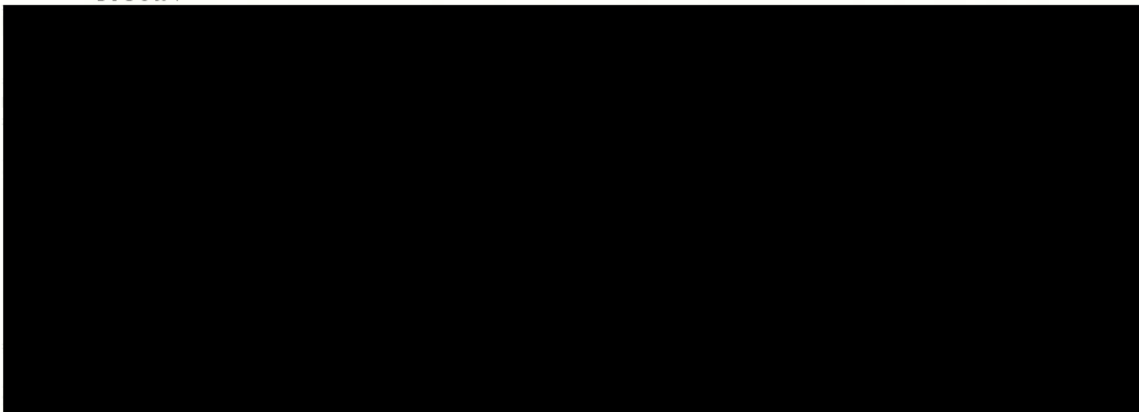
1.3 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").

1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:



Part B - The Schedules

Schedule 1 - Requirements

Link: <https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1037>

Overview

Specialist role	Delivery manager
Summary of the work	Report to the head of programme delivery, and other delivery and portfolio manager's within CTS. The specialist will also work some technical specialist's alongside them within their projects.
Latest start date	03/01/2017
Expected contract length	3 months
Location	London
Organisation the work is for	Government Digital Service
Maximum day rate	

Skills and experience

Buyers will use the essential and nice-to-have skills and experience to help them evaluate suppliers' technical competence.

Essential skills and experience	<ul style="list-style-type: none">• Requires experience in project management and a specialises in systems in relation to business transformation.• Over 5+ years working within the IT industry for government as a Delivery manager.• Experience in dealing with building relationship's with cross government departments and maintaining• Experience of Risk Management and Mitigation• Experience of working using Continuous Improvement methodology (business processes)
Nice-to-have skills and experience	<ul style="list-style-type: none">• MSP Practitioner Certification - Programme management• Experience of working using Continuous Improvement methodology (business processes)• Prince 2 Practitioner Certification• Experience of delivering projects or programmes within an Agile environment

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch 3.1 SOW Details

Date of SOW:	<i>05/01/2017</i>
SOW Reference:	<i>DOS-WP1167B-1</i>
Buyer:	<i>Cabinet Office</i>
Supplier:	<i>Badenoch and Clark Limited</i>
Release Type(s):	<i>Delivery</i>
Phase(s) of Development:	<i>Live</i>
Release Completion Date:	<i>31/03/2017</i>
Duration of SOW	<i>62</i>
Charging Method(s) for this	<i>Time and Materials</i>

Release:	
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3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details

Sch 3.3 Deliverables

3.3.1

- Design specification to enable procurement of technology in a Hub
- A financial cost model for technology in a Hub
- Reusable implementation plan for delivery of technology
- Providing advice and guidance to Crown Commercial and GPU on procurement of technology
- Provide a managed service for technology in Hubs
- This specialist will be required to develop an engagement plan in conjunction with the engagement team to support the technical engagement for CTS. This plan will be expected to be completed by the end of Jan 2017 for the three main departmental engagements with the Ministry of Justice, FCO and Cabinet Office.