

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	DSCOM/CB/2269
THE BUYER:	UK Strategic Command
BUYER ADDRESS	MOD Abbey Wood, Bristol, BS34 8JH
THE SUPPLIER:	Bramble Hub Limited
SUPPLIER ADDRESS:	9e Albert Embankment, London, SE1 7SP
REGISTRATION NUMBER:	4136381
DUNS NUMBER:	22-117-2856
SID4GOV ID:	Not known

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 03/02/2023. It's issued under the Framework Contract with the reference number RM6188 for the provision of a LogFAS Enablement Scoping Study.

CALL-OFF LOT(S): LOT 1

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors) - Optional
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff) - Optional
 - Call-Off Schedule 9 (Security) - Optional
 - Call-Off Schedule 17 (MOD Terms) - Optional
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) – Mandatory

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Call-off start date: 08/02/2023

Call-off expiry date: 07/04/2023

Call-off initial period: 8 Weeks

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£98,000

Call-off charges

Upon completion of all contracted deliverables and receipt of a valid invoice: £98,000. See attached Pricing Schedule for reference.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment the contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance CP&F electronic procurement tool.

Buyer's invoice address

Matthew Long

Commercial Manager

Matthew.long112@mod.gov.uk

MOD Abbey Wood South, NH3, Cedar 3C, #3351, Bristol, BS34 8JH

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

Matthew Long

Commercial Manager

Matthew.long112@mod.gov.uk

MOD Abbey Wood South, NH3, Cedar 3C, #3351, Bristol, BS34 8JH

Buyer's security policy

Appended at Call-Off Schedule 9

Supplier's authorised representative

Neil Simpson

Contact@bramblehub.co.uk

9e Albert Embankment, London, SE1 7SP

Supplier's contract manager

Amrit Sidhu

Contract Manager

Contact@bramblehub.co.uk

9e Albert Embankment, London, SE1 7SP

Progress report frequency

The Contractor shall host a project initiation meeting within 5 business days of contract award at the Contractors business premises. The purpose of this meeting is to agree the planned Milestone Delivery / Milestone payment dates.

The contractor shall provide a weekly written report to the Project Manager detailing the work conducted and progress against milestones in the previous week.

In addition to the weekly report. The contractor shall provide a monthly summary report to include the time, cost and materials consumed under the delivery of the contract obligations. This report will be the basis of any monthly invoicing once agreed by the Authorities Commercial representative.

Progress meeting frequency

As and when required by MOD Project Team.

Supplier Key staff

Gavin Emmerson
Project Partner

Des Skinner
Project Manager

Allen Noble
LogFAS & Lean SME

Karen Inwood
Data and Analytics Consultant
Ella Sutherland

Data Analysis Support

Key subcontractor(s)

Squarcle Consulting Limited
Company Reg. Number: 12527609
32 Fountain Drive,
Roberttown,
Liversedge,
West Yorkshire,
UK,
WF15 7PX

Subcontractor Contact:

Jack Matthews
Jack.matthews@squarcle.co.uk

For the avoidance of doubt, the Subprocessor for this Order Form is Squarcle Consulting Limited

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Available at:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: 

Name: ~~Noel Simpson~~ Richard Archer

Role: Director

Date: 6 February 2023

For and on behalf of the Buyer:

Signature: 

Name: Matthew Long

Role: Commercial Manager

Date: 03/02/2023