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**Call Off Order Form for Management Consultancy Services**

**THE PROVISION OF FINANCIAL ADVISORS FOR WEST COAST PARTNERSHIP**

**TO**

**THE DEPARTMENT FOR TRANSPORT**

**FROM**

**BRAMBLE HUB LTD**

**CONTRACT REFERENCE: CCCC20A93**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**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 **RM3745** dated 21st November 2017.

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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| **Order Number** | To be confirmed post Contract award |
| **From** | The Department for Transport  **("CUSTOMER")** |
| **To** | Bramble Hub Ltd  **(‘’SUPPLIER’’)** |

**SECTION B**

**CALL OFF CONTRACT PERIOD**

|  |  |
| --- | --- |
|  | **Commencement Date**: 1 September 2020 |
|  | **Expiry Date**:  End date of Initial Period 31 August 2022  End date of Extension Period: Based on two additional annual increments. The expressed contract extension provision must end on 31 August 2024  Minimum written notice to Supplier in respect of extension: 3 months |

**SERVICES**

|  |  |
| --- | --- |
| **2.1.** | **Services required**:  See Annex A Statement of Requirements |

**PROJECT PLAN**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | **Project Plan**:  The table below illustrates some of the high-level examples of work that is anticipated to be delivered in the first year. Other areas of work will evolve as result of the impact of the EMA, as well as delivering on Committed Obligations for ICWC (schedule 6.2A Franchise Agreement) and products delivered by Shadow Operator (schedule 18 Franchise Agreement). It is also anticipated additional work will be generated as a result of innovative proposals presented to the Customer.   |  |  |  | | --- | --- | --- | | **Milestone/ Deliverable** | **Description** | **Timeframe**  **(indicative)** | | 1 | Review design and build IOC model output templates | July 2020 onwards | | 2 | Review design and build of Transitional Model output templates | July 2020 onwards | | 3 | Review of financial models – Transitional Model Suite, IOC Model and subsequent updates. | July 2020 onwards | | 4 | Review recommendations from Strategic Operational Baseline Report. | July – Sept 2020 | | 5 | Review recommended options from Strategic Market Report review. | August – October 2020 | | 6 | Work on the ICWC areas will be generated as result of ShOp outputs. This will evolve over the contract period. | July 2020 onwards | |

**CONTRACT PERFORMANCE**

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 of the Call-Off terms |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  A scoring system of 0 - 10 will be used to assess a Supplier’s performance in each of the areas on a monthly basis for discussion. Further details on performance criteria will be agreed with the successful Supplier.    0 – Completely Dissatisfied  2- Highly Dissatisfied  4 – Mildly Dissatisfied  6 – Mildly Satisfied  8 – Highly Satisfied  10 – Completely Satisfied     |  |  |  |  | | --- | --- | --- | --- | | KPI/SLA | Service Area | KPI/SLA description | Target | | 1 | The  Requirement | * Does the Supplier have the necessary understanding and expertise to meet Client expectations? * How satisfied is the Client with the Supplier's staff appointed to the project and are they competent and suitably qualified to perform the work required of them by the project?     The Supplier must have a good knowledge of the subject and the environment in which the client operates - client expectations of the supplier’s expertise are met. The core team allocated to this requirement should be suitably resourced and have the necessary experience and expertise. | 8 to 10 | | 2 | Mobilisation and Delivery | * Has the supplier mobilised in a manner consistent with the Client team's expectations?     Has the supplier suitably managed project deliverables in a timely manner? If not, has the supplier provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly?     * How satisfied is the Client with the delivery of the services from the supplier? * Have all the deliverables been met in accordance with the requirements and expectations on quality?      * Has the supplier provided sufficient assurance to their deliverables?     Is the Client satisfied that the overall programme is under control? | 8 to 10 | | 3 | Management  of Risks | Is the supplier proactive in identifying and managing risks?  Supplier is proactive in identifying and allocating risk ownership - Supplier supports client in assigning and managing risks - supplier is proactive in assessing impact of risks in the course of performing the contract and raising issues as appropriate. | 8 to 10 | | 4 | Quality of Service and timescales | Has the supplier provided good advice within timescale which covers all issues requested appropriately?  The advice provided is technically sound and clearly expressed – The supplier adheres to the agreed timelines and shows right focus and strikes appropriate balance between covering issues | 8 to 10 | | 5 | Knowledge  Transfer | It is expected that the Supplier will attend knowledge sharing meetings with the Customer team and its internal finance advisors to share their findings and best practices which may be useful to the Customer Meetings will be agreed and arranged with the programme lead on a monthly, quarterly or as and when required. | 8 to 10 | | 6 | Exit Strategy | It is expected that the supplier will embed an exit strategy leading up to contract close to ensure that any skills or information is passed onto the Customer and its internal team for future use, therefore, enabling the project to be closed off with no outstanding dependencies. | 8 to 10 |   The quality of work will be monitored by the Customer team every month and formally reviewed during quarterly contract review meetings. If there are any issues identified the internal Customer lead will meet with the Supplier to understand the root cause of the issue. The Supplier shall develop a Performance Improvement Plan to rectify these issues. The progress against any improvement plan implemented will then be reviewed during subsequent contract review meetings. |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

**PERSONNEL**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer  [REDACTED]  Supplier  [REDACTED]  Bramble Hub Ltd  9e Albert Embankment  London  SE1 7SP |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  In Clause 28.2 of the Call Off terms |

**PAYMENT**

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| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  This is a call off Contract and levels of work cannot be guaranteed. The following rates shall apply for the duration of this Contract;  [REDACTED] |
| **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)  The supplier will submit weekly timesheets for approval. Once approved these will be converted into invoices payable against the purchase order for the project.  Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.  Before payment can be considered, each invoice must include a reference to a timesheet including detailed elemental breakdown of work completed and the associated costs. |
| **6.3** | **Reimbursable Expenses**:  Permitted Travel expenses to any other venues will need to be approved by the Department prior to any travel arrangements being booked.For any pre-approved travel expense, the Department will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the Department for Transport Travel & Subsistence policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  All invoices should be submitted to the Customer’s Shared Services Centre. Invoices should include the Purchase Number provided by the Customer at the Contract start. Invoices should be submitted to:  Department Shared Services Arvato  (E-mail:ssc.accountspayable@sharedservicesarvato.co.uk)  Accounts Payable Team  5 Sandringham Park  Swansea  SA7 0EA    The Supplier will also be required to forward plan and predict future work. |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the full term of the Contract including any extension options |
| **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 |

**LIABILITY AND INSURANCE**

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The maximum sum of the Contract shall be £600,000.00 (ex VAT) |
| **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 |

**TERMINATION AND EXIT**

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| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 of the Call Off Terms):  In Clause 42.7.1 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 |

**SUPPLIER INFORMATION**

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  The Supplier bid submission and price schedule will be deemed as commercially sensitive |

**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:13 July 2020  Recital D - date of receipt of Call Off Tender:30 July 2020 |
| **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:**  Not applied |
| **10.5** | **Testing**:  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):  In Clause 35.2.3 of the Call Off terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  [REDACTED]  The Department for Transport  Great Minster House,  33 Horseferry Road, London,  SW1P 4JR  Email: [REDACTED]  Supplier’s postal address and email address:  [REDACTED]  Bramble Hub Ltd  9e Albert Embankment  London  SE1 7SP  Email: [REDACTED] |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):**  Not applied |
| **10.12** | **Call Off Tender**:  [REDACTED] |
| **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**  Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).  Annex to schedule 10, List of Notifies Sub-Contractors (Cal Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
|  | * + 1. The contact details of the Customer Data Protection Officer is:   [REDACTED]   * + 1. The contact details of the Suppliers Data Protection Officer is:   [REDACTED]   * + 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.     2. Any such further instructions shall be incorporated into this Schedule.  |  |  | | --- | --- | | **Contract Reference:** | **CCCC20A93** | | **Date:** | **28 August 2020** | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | 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 Award plus 7 years. | | Nature and purposes of the processing |  | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure Information Qualifications 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.**

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