Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

The Provision of Geospatial Commission Technical Adviser/Business Analyst

To

The Cabinet Office

From

Bramble Hub Ltd

Contract Reference: CCCC20A92

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **RM6008** dated **04 September 2018**.

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 confirmed post Contract award |
| From | The Cabinet Office  **("CUSTOMER")** |
| To | Bramble Hub Ltd  **("SUPPLIER")** |
| Date | 20 August 2020 |

SECTION B

1. call off contract period

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|  | **Commencement Date**: 1 September 2020 |
|  | **Expiry Date**:  End date of Initial Period: 28 February 2021  End date of extension period: 27 March 2021  There is an option to extend for up to one (1) month |

1. Services

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

1. PROJECT Plan

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| **3.1.** | **Project Plan**: There will be a number of technical advice and business analysis outputs required in line with the H&P FAIR data project activity. These outputs will be in line with the sections covering the requirements above.The following Contract milestones/deliverables outlined are a high level indication only and are not limited to this list:  |  |  |  | | --- | --- | --- | | **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** | | 1 | Kick-off meeting – outline approach to work and activity focus | Within week 1 of Contract Award | | 2 | * Feed into and confirm the H&P FAIR data project discovery phase scope * Set discovery phase exit criteria | Within week 1 of Contract Award | | 3 | * Guide supplier stakeholder engagement * Lead on and guide user requirements gathering activity | Within first month of Contract Award | | 4 | Scope out work packages for remaining phases of delivery | Within first month of Contract Award | | 5 | Review and challenge outputs delivered by supplierProvide assurance on supplier outputs | Ongoing (within 6 month contract duration) | | 6 | Lead on GDS, system architects and developer engagement and make recommendations to ensure systems and processes are properly implemented | Ongoing (within 6 month contract duration) | | 7 | Produce documents outlining challenges, issues, risks and other considerations | Ongoing (within 6 month contract duration) | | 8 | Coach existing staff within the Commission on business analysis techniques as well as ensuring knowledge transfer is retained | Ongoing (within 6 month contract duration) | | 9 | Produce lessons learned document from projects to ensure they are effectively used to inform future activity | Ongoing (within 6 month contract duration) | | 10 | Close meeting - handover of documents and final sign off on all outputs | Within the last month of contract | |

1. contract performance

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| **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:** The Customer will measure the quality of the Supplier’s delivery by:  |  |  |  |  | | --- | --- | --- | --- | | KPI/SLA | Service Area | KPI/SLA description | Target | | 1 | Delivery of outputs | Outputs delivered according to the timescales set out in the deliverables table in Section 7 and agreed as the work evolves. | 100% | | 2 | Quality Assurance | Outputs to follow the Supplier’s internal approval process (with clear quality assurance steps) before submission, to assure suitability. | 90% | | 3 | Response time | The successful Supplier must respond to questions and queries from the Customer in writing via email or by phone as appropriate and within forty eight (48) hours Monday-Friday. | 48 hours | | 4 | Project Management | The successful Supplier must attend weekly project review meetings by teleconference. The format and detail covered within these updates is to be agreed at the project kick off meeting. Any cancellation of meetings must be confirmed to the Customer with twenty-four (24) hours’ notice for re-arranging. | 90% |  In the event of poor performance through the failure to deliver Service Level Agreements to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue.Continued failure to meet the Service Level Agreements, defined as twice within any rolling 3 month period, will trigger a performance review meeting and the drafting and implementation of an Improvement Plan. This Improvement Plan must be satisfactorily delivered within 30 days of the agreed plan.The Customer may terminate this Contract or a Project by written notice to the Supplier with immediate effect in line with RM6008 – Management Consultancy Framework Two Lot 1 Business Consultancy Services Terms and Conditions.The Customer will monitor the work of the Supplier throughout the duration of the contract through regular contact between the Supplier and the Customer’s day-to-day contact. |
| **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):  In Clause 28.2 of the Call-Off terms |

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)  The maximum budget value (excluding VAT) including the extension option is £70,000.  [REDACTED]  **For the avoidance of doubt, the total contract value will not exceed £70,000.00 exc. VAT**.  These rates are to remain firm for the duration of the contract. |
| **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) 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 detailed elemental breakdown of work completed and the associated costs.If the Supplier anticipates that a particular deliverable or product is likely to exceed the pre-agreed amount, advance notice should be given to the Customer’s point of contact. Further detail should then be provided on the reasons for the increase in cost and options for what can be delivered within the original amount. The Customer shall then decide on how to proceed. |
| **6.3** | **Reimbursable Expenses**:  Permitted  Expensess to the base location as defined in the Statement of Requirements are included in the rates. Expenses to other locations will be paid in line with the customer’s Travel and subsistence policy and must be agreed in advance. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted via email to: [APinvoices-CAB-U@gov.sscl.com](mailto:APinvoices-CAB-U@gov.sscl.com) |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The full term of the Contract including any extension options if implemented. |
| **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 maximum overall sum of the Contract shall be £70,000.00 (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 |

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**:  [REDACTED] |

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: 8 July 2020  Recital D - date of receipt of Call Off Tender: 21 July 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements apply |
| **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):  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:  The Cabinet Office  100 Parliament Street,  London,  SW1A 2BQ  Email: [REDACTED]  Supplier’s postal address and email address:  Bramble Hub Ltd  9e Albert Embankment  London  SE1 75P  Email: [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**:  See Annex B – Supplier Proposal |
| **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 Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17  1. The contact details of the Customer Data Protection Officers are:  [REDACTED]  Email: [REDACTED]  2. The contact details of the Supplier Data Protection Officer are: [REDACTED]  [REDACTED]  3. The Processor shall comply with any further written instructions withnrespect to processing by the controller  Any such further instructions shall be incorporated into this Schedule |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC20A92** |  |  | | **Date:** | **20 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 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 | [REDACTED] |
| Date | 26 August 2020 |
| **For and on behalf of the Customer:** | |
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 27 August 2020 |