Crown Commercial Service

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

Call Off Order Form for Management Consultancy Services

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12/08/2013

**THE PROVISION OF GCF BLUEPRINTS CONSULTANCY**

**TO**

**THE CABINET OFFICE**

**FROM**

**BARINGA PARTNERS LLP.**

**CONTRACT REFERENCE: CCCC20B43**

**THE**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

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 Management Consultancy Services 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.

|  |  |
| --- | --- |
| Order Number | To be completed post Contract Award |
| From | The Cabinet Office**("CUSTOMER")** |
| To | Baringa Partners LLP.**("SUPPLIER")** |
| Date  | Tuesday 20th October 2020**("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: Wednesday 21st October 2020 |
| * 1.
 | **Expiry Date**:End date of Initial Period: Tuesday 20th July 2021The extension period will be for up to 3 months: Wednesday 20th October 2021 |

1. Services

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

1. PROJECT Plan

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.**  | **Project Plan**: The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| Wave B – Blueprint Development  | Completion of tasks and approval of Blueprints for departments in wave B group, including SME and peer review.  | Required by no later than 25/01/2021 |
| Wave C – Blueprint Development  | Completion of tasks and approval of Blueprints for departments in wave C group, including SME and peer review. | Required no later than 08/03/2021 |
| Wave D – Blueprint Development  | Completion of tasks and approval of Blueprints for departments in wave D group, including SME and peer review. | Required no later than 19/04/2021 |
| Data & Analytics (Call Off element) | Provide analysis and insights support during the project to help inform Blueprint development. | Required no later than the end of contract on the 20/07/2021, subject to the contract being extended as detailed within section 1.2 “Expiry Date” of this Order Form. |
| Handover  | All documentation handed over to relevant civil servant ensuring continuation of work and providing audit trail.  | Required no later than the end of contract on the 20/07/2021, subject to the contract being extended as detailed within section 1.2 “Expiry Date” of this Order Form. |

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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 Timescales | Deliverables to be prepared and received in line with the timetable outlined in the key milestones table. | 100% |
| 2 | Quality  | Quality of blueprint document and data analytics delivered for each department (as outlined at section 11). Each blueprint must lay out each commercial function’s vision, strategy and plan over the next 2-3 years. This should include areas such as cost, spend, resource, op model, org model, pipeline, commercial strategy, srm, albs, systems, transformation and risks. | 100% |
| 3 | Communications & Engagement | Turnaround to communications required:Within 48 working hours for regular queries and with same working day for urgent queries. | 100% |
| 4 | Review & Assurance  | Deliver senior and independent review of each Dept’s BP. | 100% |
| 5 | Knowledge Transfer | Adherence to the knowledge and skills transfer plan. | 100% |

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| **4.5** | **Period for providing Rectification Plan:** In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **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): The total contract value will not exceed the “Total Capped Price” as submitted to the Customer from the Supplier of £249,360.00 (including all expenses but excluding VAT).These rates are to remain firm for the duration of the contract including the additional expressed extension option of up to 3 months.A full breakdown of the rates and costs for this contract is included below:[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)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 and the relevant purchase order number for that work package.The Supplier shall submit invoices for the approval of the Programme Director at the end of each calendar month, relating to charges incurred during that calendar month. Undisputed invoices shall be paid within 30 days.Invoices cannot be processed without a purchase order number.Costs in addition to those outlined in section 13, including travel expenses, will not be paid unless they are specifically agreed with the GCF Capability Services leadership team prior to being incurred. |
| **6.3** | **Reimbursable Expenses**: Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Invoices must be submitted to:Commercial Capability ProgrammeCabinet Office,1 Horse Guards Road,London,SW1A 2HQCompliant invoices must then be submitted to: gcoccpfinance@cabinetoffice.gov.uk The contract manager must also be copied in as well for reference.  |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Prices must be fixed for the full term of the contract. |
| **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 £249,360.00 (excluding 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):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 42.7.1 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 |

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 ERecital C - date of issue of the Statement of Requirements:23rd September 2020Recital D - date of receipt of Call Off Tender: 7th October 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 |
| **10.6** | **Business Continuity & Disaster Recovery**: Not applied |
| **10.7** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):In Clause 35.2.3 of the call-off terms |
| **10.8** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address:[REDACTED]Cabinet Office10 South Colonnade, Canary Wharf, London,E14 4PUSupplier’s postal address and email address:  [REDACTED]Baringa Partners LLP.62 Buckingham GateLondonSW1E 6AJ[REDACTED] |
| **10.9** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) |
| **10.10** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**Not applied |
| **10.11** | **Call Off Tender**:[REDACTED] |
| **10.12** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**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). |
| **10.15** | **Processing Data**Call Off Schedule 17 |
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| --- | --- | --- | --- |
| **Contract Reference:** | CCCC20B43 |  |  |
| **Date:**  | Tuesday 20th October 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 Customer is the Data Controller and the Supplier is the Data Processor 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 nameWorplace addressWorkplace Phone Number Workplace email address Names Job TitleCompensation

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| --- |
| 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 |  |  |  |

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