Call Off Order Form for Management Consultancy Services

FINANCIAL ADVISORS FOR THE EMERGENCY CO-ORDINATION AND PLANNING GROUP

то

DEPARTMENT FOR TRANSPORT

FROM

BRAMBLE HUB LIMITED

CONTRACT REFERENCE: TROP0047

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 Agreement for the provision of **RM3745** dated **4**th **September 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	TROP0047
From	Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR ("CUSTOMER")
То	Bramble Hub Limited 9e Albert Embankment London SE1 7SP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 15 th March 2021
	Expiry Date:
	End date of Initial Period 14 th December 2021
	End date of Extension Period N/A
	Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1.	Services required:

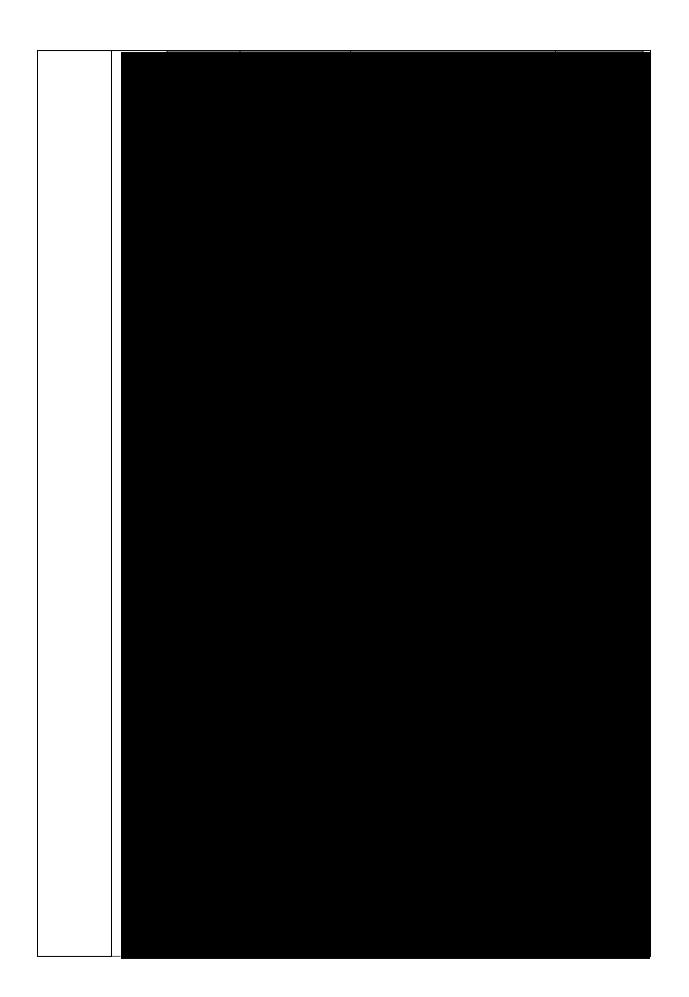
In Call Off Schedule 2 (Services)
Please refer to Annex A - Statement of Requirements, Section 5

PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)

CONTRACT PERFORMANCE

4.1.	Standards:
	Please refer to Annex A - Statement of Requirements, Section 11
4.2	Service Levels/Service Credits:



4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel:

5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Clause 28.2 shall apply

PAYMENT

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)
	See Annex C – Price Response
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)
6.3	Reimbursable Expenses:
	Please refer to Annex A – Statement of Requirements, Section 12 & 18

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call 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

7.1	Estimated Year 1 Call Off Contract Charges:
	The sum of £1,000,000
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 shall apply

TERMINATION AND EXIT

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 applicable
9.2	Commercially Sensitive Information: Any further Commercially Sensitive information shall be agreed upon between the Customer and the Supplier.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
	Recital A
40.0	
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
	Not required

10.3	Security:
10.4	ICT Policy:
	Not applied
10.5	Testing:
	Not applied
10.6	Business Continuity & Disaster Recovery:
	In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
	Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
	Clause 35.2.3 shall apply
10.9	Notices (Clause 56.6 of the Call Off Terms):
	Customer's postal address and email address:
	Supplier's postal address and email address:

10.10	Transparency Reports
10.10	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):
10.12	Call Off Tender:
	In Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)
	Clause 36.3.2 shall apply
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

To be inc 2. The conta To be inc 3. The Proc to proces	act details of the Customer Data Protection Officer is: Fluded at Contract Award act details of the Suppliers Data Protection Officer is: Fluded at Contract Award essor shall comply with any further written instructions with resp sing by the Controller.
Contract Reference:	TROP0047
Date:	15 th March 2021
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 associate activities.
Duration of the processing	For the duration of the Framework Award plus 7 years.

Nature and	
purposes of	
the	
processing	
Type of	Full name
Personal	
Data	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
	1

	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	
Signature	
Date	22/04/2021

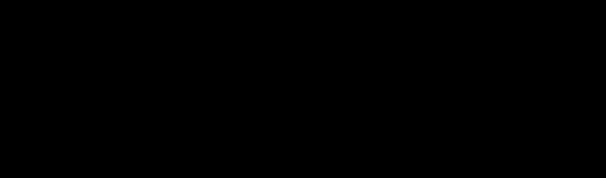
For and on behalf of the Customer:

Name and Title	
Signature	
Date	20/04/2021

ANNEX A – STATEMENT OF REQUIREMENTS

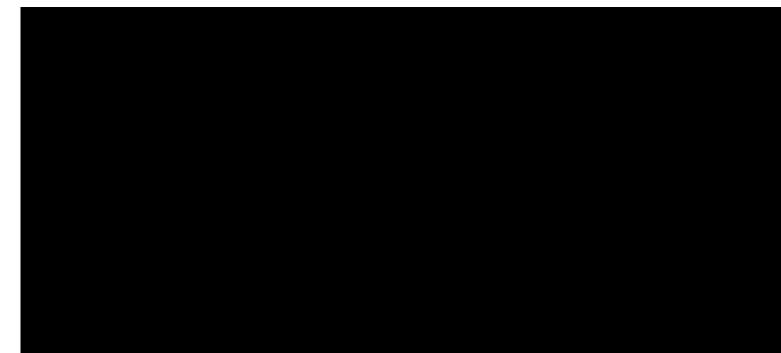


Crown Commercial Service

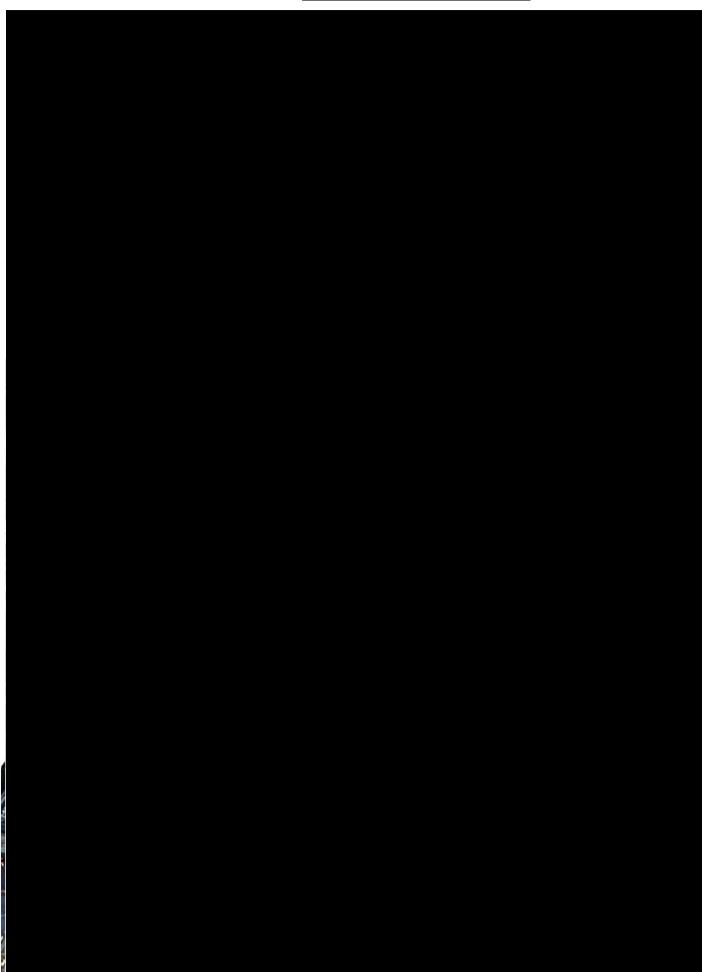


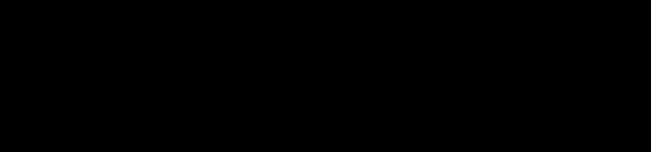


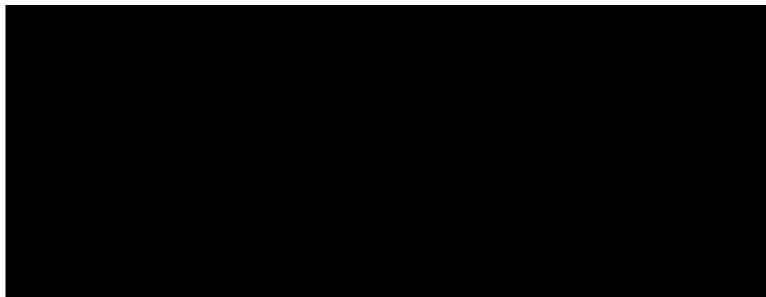


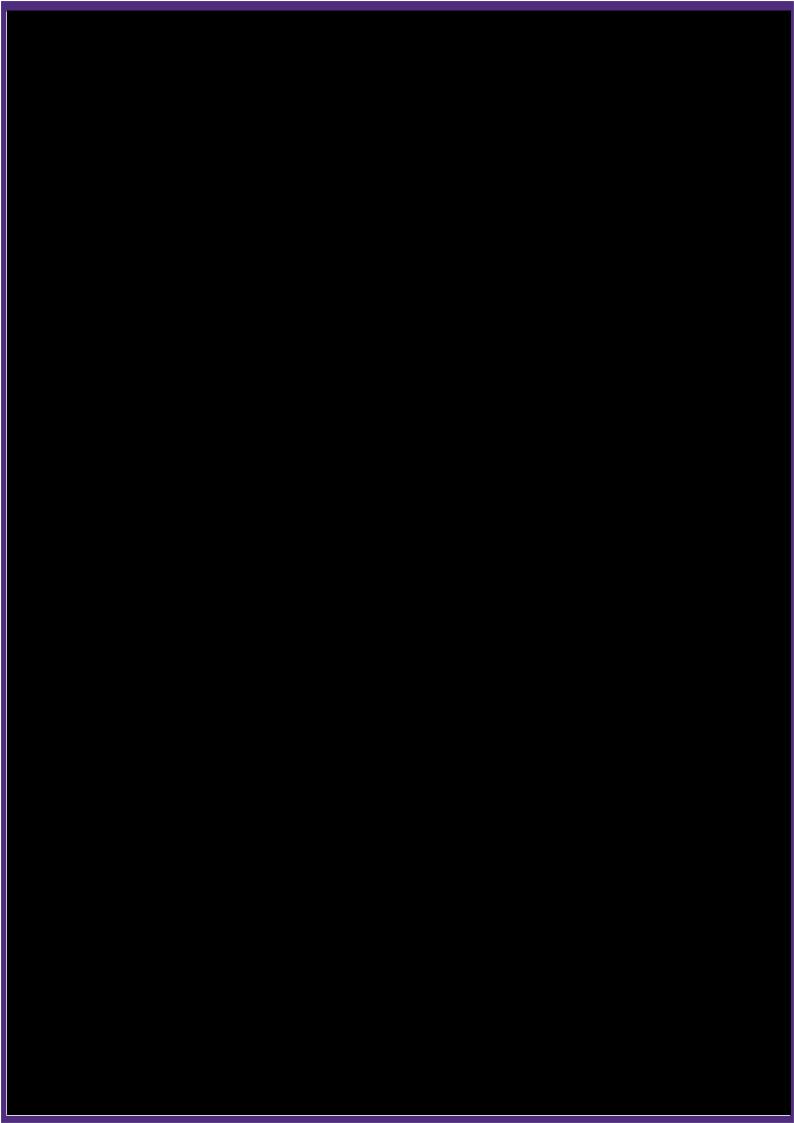


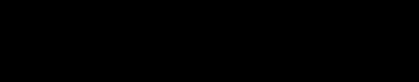
ANNEX B - TENDER RESPONSE

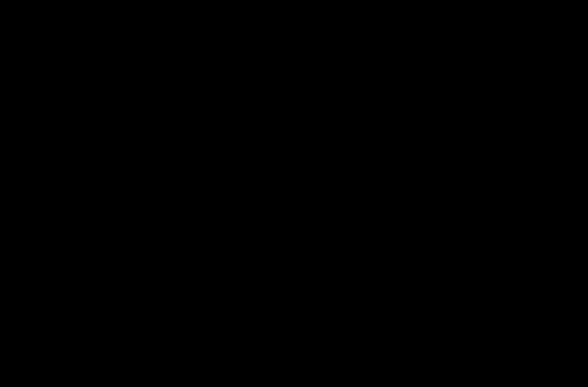




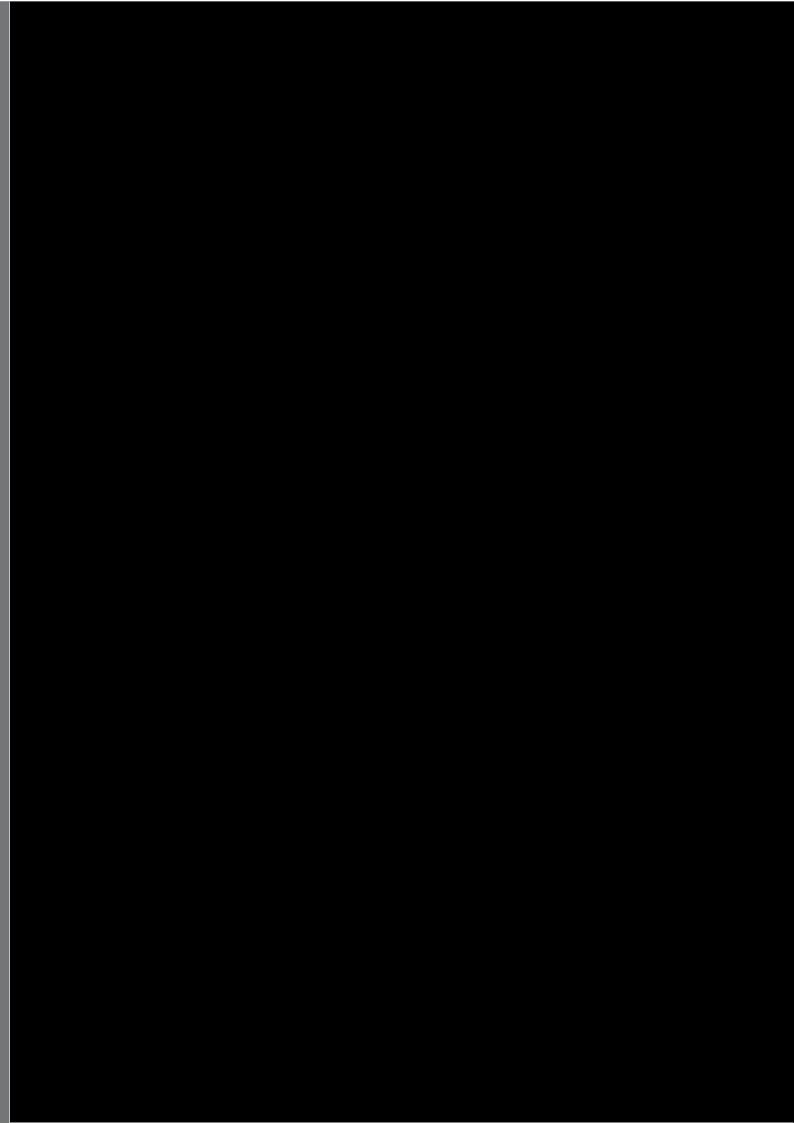


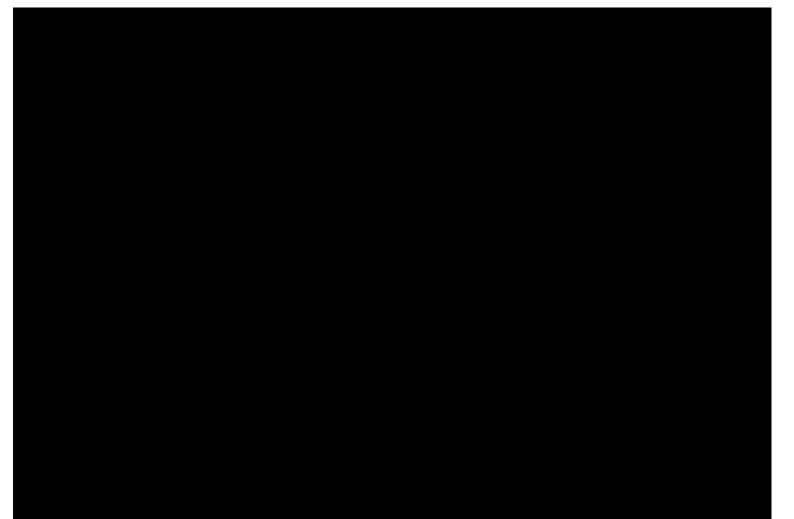


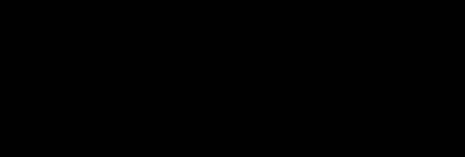


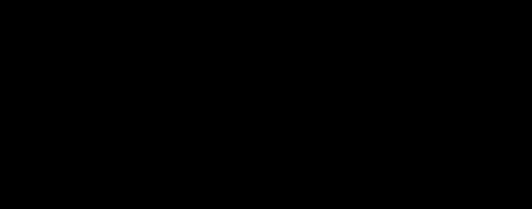


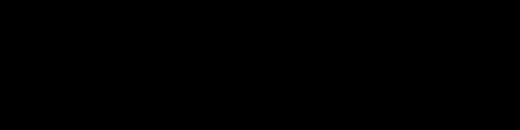


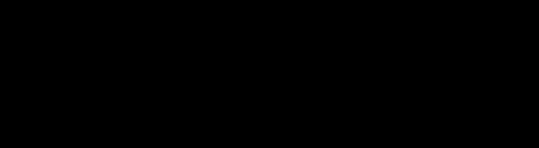


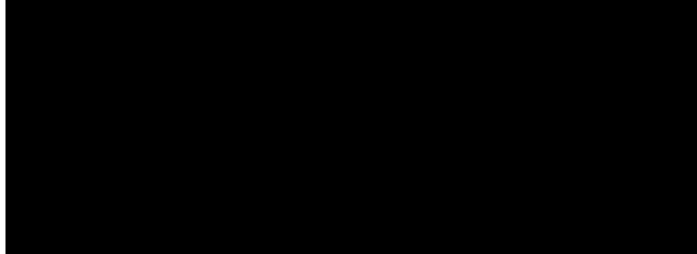


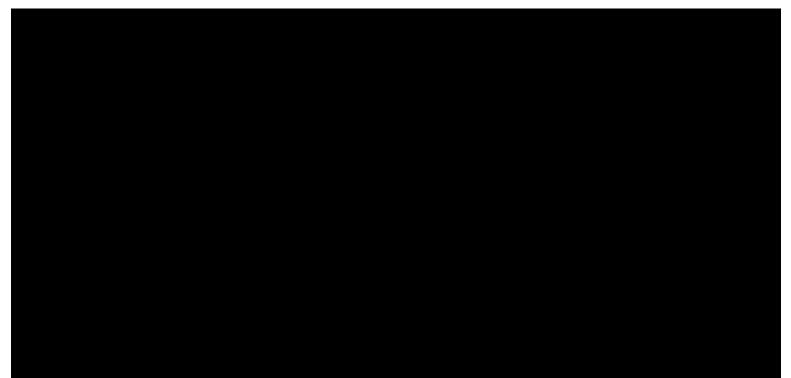


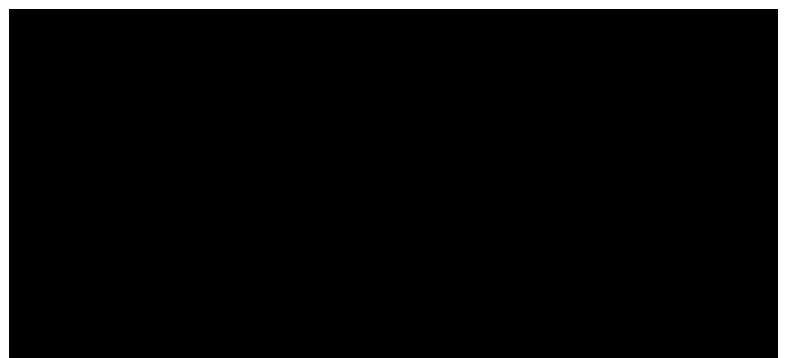


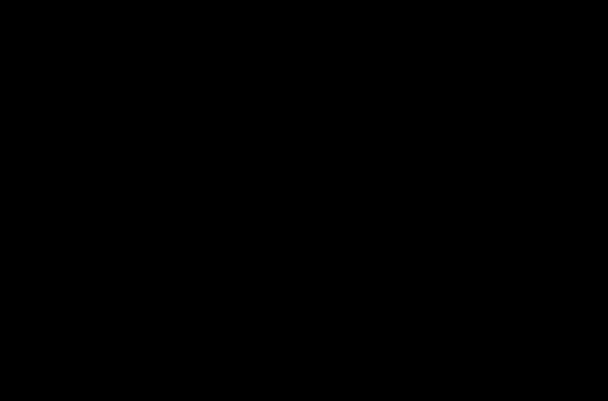












ANNEX C – PRICE RESPONSE

