Call Off Order Form for Management Consultancy Services

FINANCIAL ADVISORS FOR THE EMERGENCY CO-ORDINATION AND PLANNING GROUP

TO

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 **4th 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")**
To	**Bramble Hub Limited** **9e Albert Embankment** **London** **SE1 7SP** **("SUPPLIER")**

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	**Commencement Date**: 15th March 2021
	Expiry Date: End date of Initial Period **14th 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**: [redacted]

[redacted]

	[redacted]
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**: [redacted] [redacted]

	[redacted]
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)): [redacted]
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
10.2	**Call Off Guarantee (Clause 4 of the Call Off Terms):** Not required

10.3	**Security**: [redacted] [redacted] [redacted]
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: [redacted] Supplier’s postal address and email address:

	[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):** [redacted]
10.12	**Call Off Tender**: In Call Off Schedule 16 [redacted]
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

1. The contact details of the Customer Data Protection Officer is:

   To be included at Contract Award

2. The contact details of the Suppliers Data Protection Officer is:

   To be included at Contract Award

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	**TROP0047**
Date:	**15th 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 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	22/04/2021

For and on behalf of the Customer:

Name and Title	[redacted]
Signature	[redacted]
Date	20/04/2021

ANNEX A – STATEMENT OF REQUIREMENTS

Crown
Commercial
Service

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ANNEX B – TENDER RESPONSE

[redacted]

[redacted]

[redacted]

[redacted]

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ANNEX C – PRICE RESPONSE

[redacted]