

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE:	<b>BC IfATE 64</b>
THE BUYER:	<b>IfATE</b>
BUYER ADDRESS SW1P 3BT	Sanctuary Buildings, 20 Great Smith Street, London
THE SUPPLIER:	<b>Bramble Hub Ltd</b>
SUPPLIER ADDRESS:	9e Albert Embankment, London, Greater London, SE1 7SP
REGISTRATION NUMBER:	4136381
DUNS NUMBER:	221172856
SID4GOV ID:	NA

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **25<sup>th</sup> January 2023**

It's issued under the Framework Contract with the reference number **RM6187 for the provision of the Digital Strategy Project**

### CALL-OFF LOT(S):

**RM6187 Management Consultancy Framework Three (MCF3), Lot 2 – Strategy and policy**

### Call-off incorporated terms

- i) The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

Joint Schedule 1 (Definitions and Interpretation) RM6187

The following Schedules in equal order of precedence:

**ii) Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

**iii) Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms (version 3.0.10)

Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**iv) Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is.*

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

**Call-off start date:** 25<sup>th</sup> January 2023

**Call-off expiry date:** 31<sup>st</sup> March 2023

**Call-off initial period:** 2 months

**v) Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

For the avoidance of doubt, both parties to the contract will enter into a confidentiality agreement, the details of which are to be finalised. This will be a separate document which will be annexed to the Order Form.

**vi) Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The annual total liability of either Party for all Property defaults will **not exceed £1 million**.

The Estimated Year 1 Charges used to calculate liability in the first contract year one hundred and twenty five percent (125%).

**vii) Call-off charges**

Charges are £70,800 inc VAT.

For more details, please see Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

**viii)**

**ix) Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**x) Payment method**

**xi) The payment method for this Call-Off Contract is BACS transfer Buyer's invoice address.**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Address:**

Sanctuary Buildings,  
Great Smith Street  
London  
Greater London  
SW1P 3BT

**Buyer's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

**xii) Buyer's security policy**

Short form security requirements apply as per Call Off Schedule 9 (Security)

**Supplier's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**xiii) Supplier's contract manager**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Progress report frequency**

Weekly

**xiv) Progress meeting frequency**

Weekly

**Key staff**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**xv) Key subcontractor(s)**

**Matt Hamnett & Associates Limited , registered number 11197120**

**For the avoidance of doubt, Matt Hamnett & Associates Limited is the Subprocessor for this Call Off**

**xvi) Commercially sensitive information**

NA

**xvii) Service credits**

NA

**xviii) Additional insurances**

NA

**xix) Guarantee**

NA

**Buyer's environmental and social value policy**

**xx) Available online at: Our sustainability commitment / Institute for Apprenticeships and Technical Education Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

**xxi) Formation of call off contract.**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

**For and on behalf of the Supplier:**

Signature:



Name:



Role:



Date: ~~19/01/2023~~ 14 February 2023

**For and on behalf of the Buyer:**

Signature:



Name:



Role:



Date: