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**Call Off Order Form for Management Consultancy Services**

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## **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** Framework Agreement for the provision of **Infrastructure Consultancy Services** dated **4<sup>th</sup> 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.

<b>Order Number</b>	<b>PS21026</b>
<b>From</b>	<b>The Department for Business, Energy and Industrial Strategy</b> of 1 Victoria Street, London, SW1H 0ET (" <b>CUSTOMER</b> ")
<b>To</b>	<b>Ove Arup Partners International Ltd</b> of 8 Fitzroy Street, London, W1T 4BJ (" <b>SUPPLIER</b> ")

##### **SECTION B**

#### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 24 <sup>th</sup> June 2021
	<b>Expiry Date:</b>  End date of Initial Period: <b>31st March 2022</b>  End date of Extension Period: <b>Not applicable</b>  Minimum written notice to Supplier in respect of extension: <b>Not applicable</b>

## SERVICES

<b>2.1</b>	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 (Services)</p> <p>The successful supplier will be expected to undertake time sensitive technical assessments of projects for which BEIS is seeking to provide funding to support investment in large scale UK offshore wind integrated manufacturing portside hubs.</p> <p>The successful supplier will be required to undertake detailed assessments of the technical capability, deliverability and project cost as well as further ad hoc requests for technical advisory support as specified by BEIS.</p> <p>The successful supplier will then be required to provide detailed summary reports that assesses the overall viability of the project in line with terms set out in both criteria in the <a href="#">OWMIS Major Portside Hub Competition</a> and terms incorporated into any funding agreement provided to the relevant project.</p> <p>Funding agreements will outline what evidence will be required to satisfy requirements to draw down agreed grant funding at agreed points throughout the year. The successful supplier will be responsible for assessing information provided and to then provide BEIS with a detailed report of progress in line with the requirements of the funding agreement. This is likely to be on a quarterly basis.</p> <p>Ad hoc requirements will include general technical advice and support when required as well as supporting the department to develop future proposals for the OWMIS scheme.</p> <p><b>Team</b></p> <p>This work is highly time sensitive and a successful supplier must evidence their capacity and capability within their organisation to augment delivery resource to match the time scales outlines in the timetable section below.</p> <p>Personnel allocated to the project by the successful supplier will have regular contact with BEIS Officials and will be expected to provide progress updates in line with the outlined timetable in section 5. The successful supplier will be required to work remotely and will be expected to liaise closely as part of a virtual team with BEIS staff typically within the hours of 9-5 (whilst allowing flexibility when required) Monday to Friday through Microsoft Teams.</p> <p>In addition, personnel allocated to the project may also be required to visit sites to make first hand assessments of project delivery should the prevailing Covid related travel restrictions allow this.</p> <p>The successful supplier will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS contract manager will be assigned to the project and will be the central point of contact throughout.</p>
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	<p><b>Engagement</b></p> <p>The successful supplier will attend an initial virtual scoping meeting via Microsoft Teams to confirm requirements, to be held within two working days of the contract start date.</p> <p>We expect weekly virtual informal progress updates provided throughout the length of the contract.</p> <p>We also expect there to be regular two-way engagement throughout the length of the contract.</p> <p><b>Protection of information &amp; security arrangements</b></p> <p>The supplier will need to demonstrate the availability of adequate infrastructure and the ability to deliver the work to a high level of quality at the required time, ensuring the protection of information at all times.</p> <p><b>Timetable</b></p> <p>BEIS expects the successful supplier to adhere to the following timetable:</p> <ul style="list-style-type: none"> <li>• Attend an initial virtual scoping meeting via Microsoft Teams to confirm requirements, to be held within two working days of the contract start date.</li> <li>• Undertake a full assessment of project capability, deliverability and cost on all remaining areas, providing a detailed report to BEIS within 8 weeks of the contract starting.</li> <li>• Undertake a full assessment of evidence required to satisfy funding agreement draw down criteria, providing detailed reports to BEIS. Dates are yet to be determined but are likely to be on a quarterly basis.</li> <li>• Ad hoc requirements to support progress of the project throughout the length of the contract.</li> </ul>
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## PROJECT PLAN

3.1.	<b>Project Plan:</b> N/A
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## CONTRACT PERFORMANCE

4.1.	<p><b>Standards:</b></p> <p>Standards as defined in Call Off Terms and Conditions Section 1 – Definitions – sections b) and d) apply</p>
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	Clause 11 Standards and Quality
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> As per Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div>
<b>5.2</b>	<b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b> As per Clause 28.2 of the Call Off Terms

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  <b>The total value of this contract shall not exceed £75,675.00 excluding VAT in line with AW5.2 – Price Schedule</b>  Rates charged shall be in alignment with Appendix 1 to this Call off Order– AW5.2 Price Schedule  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The below milestone payments will be adhered to with BEIS substantiating once each milestone has been met.</p> <ul style="list-style-type: none"> <li>Initial Project assessments and reports – Maximum budget £18,975 ex Vat</li> <li>Project assessments and reports to support grant draw down and quarterly reporting and monitoring for 21-22 - Maximum budget £56,700 ex Vat</li> </ul> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>1 Victoria Street London SW1H 0ET ap@uksbs.co.uk</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Call off Contract charges fixed for duration of contract</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not applicable</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £75,675.00</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms.</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <ul style="list-style-type: none"> <li>professional indemnity insurance for not less than £2 million per claim;</li> <li>public liability insurance for not less than £5 million per claim (unlimited claims); and</li> </ul>

	<ul style="list-style-type: none"> <li>• employer liability insurance for not less than £5 million per claim (unlimited claims)</li> </ul>
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## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> N/A

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 6 <sup>th</sup> May 2021 Recital D - date of receipt of Call Off Tender: 21 <sup>st</sup> May 2021
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Select short form security requirements  <b>AND</b>  Security Policy

	Given the assessment will be classified as OFFICIAL SENSITIVE - COMMERCIAL, the Supplier must take appropriate steps to ensure any outputs or BEIS materials are securely stored and only shared with BEIS Officials.
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery) N/A
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):  BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: <a href="mailto:dataprotection@beis.gov.uk">dataprotection@beis.gov.uk</a> .  Data Protection Officer Ove Arup & Partners International Ltd 8 Fitzroy Street London W1T 4BJ UK
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET.  Supplier's postal address: Ove Arup & Partners International Ltd 8 Fitzroy Street London W1T 4BJ UK
<b>10.10</b>	<b>Transparency Reports</b>  NOT USED
<b>10.11</b>	<b>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):</b>  Given the assessment will be classified as OFFICIAL SENSITIVE - COMMERCIAL, the Supplier must take appropriate steps to ensure any outputs or BEIS materials are securely stored and only shared with BEIS Officials. BEIS will hold full and unrestricted control of all resulting material, whether in draft or final version. BEIS will own the foreground Intellectual Property rights and no other party, including the supplier developing the products will be afforded rights to use or recreate such IP.











<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 Customer's postal address and email address: BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: <a href="mailto:dataprotection@beis.gov.uk">dataprotection@beis.gov.uk</a> .  Supplier's postal address and email address: Ove Arup & Partners International Ltd, 8 Fitzroy Street, London W1T 4BJ  Please refer to Annex A <b>Schedule of Processing, Personal Data and Data Subjects</b> (GDPR) of this Call Off Order
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> Not Used



## 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.


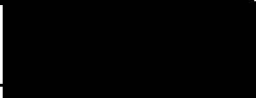
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	09.07.2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	19/07/21

## Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Contract.

Description	Details
Subject matter of the processing	<p>Names and contact details of port developers.</p> <p>Details relating to the technical specifications and deliverability of offshore wind ports and the supporting infrastructure.</p> <p>Names and contact details relating to externally procured services, procured by the port developer.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from 24th June 2021 for the duration of this Contract.
Nature and purposes of the processing	<p>Processing will be focused primarily on non-personal information relating to the construction of offshore wind ports and the associated infrastructure.</p> <p>Information will be processed in order to undertake the required level of due diligence:</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and</p>

	to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.
Type of Personal Data	<p>Information will be processed in order to undertake the required level of due diligence:</p> <ul style="list-style-type: none"> <li>• Full name</li> <li>• Workplace address</li> <li>• Workplace Phone Number</li> <li>• Workplace email address</li> <li>• Names</li> <li>• Job Title</li> </ul> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract</p>
Categories of Data Subject	<p>Offshore wind port developers, as well as any procured services by the developer.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Supplier will delete the Personal Data and erase it from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of this Contract. The Supplier will certify to the Customer that it has completed this deletion.



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