

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

1
FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 **National Underground Asset Register (NUAR)** 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 confirmed following contract award
From	Cabinet Office Floor 6, 10 South Colonnade, Canary Wharf, E14 4PU, London. ("CUSTOMER") REDACTED TEXT ("CUSTOMER REPRESENTATIVE")
To	Atkins Limited Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW. ("SUPPLIER") REDACTED TEXT ("SUPPLIER REPRESENTATIVE")
Date	Monday 23rd August 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1. Commencement Date:	The contract term will be for thirty-seven (37) months, commencing with an initial seven (7) month period on Tuesday 31 st August 2021.
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1.2.	<p>Expiry Date:</p> <p>End date of Initial Period: 31 March 2022</p> <p>Contract extensions of twelve (12) and eighteen (18) months will be required to allow completion of each segment:</p> <p>Extension Option 1 – 12 months.</p> <p>Extension Option 2 – 18 months.</p> <p>End date of Extension Periods:</p> <p>First Extension: 31 March 2023</p>
	<p>Second Extension: 30 September 2024</p> <p>Minimum written notice to Supplier in respect of extension:</p> <p>1 month</p>

2. SERVICES

2.1	Services required: In Annex 2 – Statement of Requirements.
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3. PROJECT PLAN

3.1.	Project Plan: The Supplier will deliver the following deliverables and milestones listed in Annex 2 – Statement of Requirements and the Supplier’s performance will be monitored against these. The Supplier will define further deliverables and milestones, with the Customer’s agreement, prior to the start of the National Rollout phase. Where the deliverables are documents, the Supplier will be required to maintain and update these documents, as appropriate. The Supplier and the Customer will be reviewing the updates on the documents on a bimonthly basis. See Annex 2 Section 7 – Statement of Requirements for further details.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply Section 11 (Quality) of Call Off Schedule 2 Annex 1: The Services shall apply Cyber Essential Plus and ISO/IEC 27001:2013 is a requirement for this Call Off Contract, as per Call Off Schedule 7 (Security), Clause 7 (Certification Requirements). Core Information Management System (CIMS) code of connection through accreditation (which delineates between CIMS and the Wider IMS) is a requirement for this Call Off Contract, as per Call Off Schedule 7 (Security), Clause 6.1 (Accreditation of the Core Information Management System). IT Health Check and all the following actions as a result are a requirement for this Call Off Contract, as per Call Off Schedule 7 (Security), Clause 8.1.1 (Security Testing).
4.2	Service Levels/Service Credits: In line with Annex 2 Section 7 – Statement of Requirements.
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.

5. PERSONNEL

5.1	Key Personnel: For the Cabinet Office (The Customer): REDACTED TEXT Atkins Limited (The Supplier): REDACTED TEXT
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Contract Charges.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 1 of Call Off Contract Charges.
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)): REDACTED TEXT 100 Parliament Street London SW1A 2BQ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the initial contract term and first extension period of the Call off Contract (Initial Period and First Extension), a period of 19 months. The charges of the last extension of the contract will be reviewed under paragraph 8.1.3 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in accordance with Clause 19 (Call Off Contract, Continuous Improvement)
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: An assessment of the Call Off Contract charges will be carried out in November 2022, in line with milestone E1 – National Rollout detailed scope, Section 7 (Key Milestones and Deliverables) of the Statement of Requirements – Call Off Schedule 2 Annex 1: The Services
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.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £22,999,578.31.
7.2	Supplier's limitation of Liability Clause 37.2.1 of the Call Off Terms.
7.3	Insurance Clause 38 of the Call Off Terms.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(d) of the Call Off Terms and in Paragraphs 6.10, 6.15.2, 8.12, 9.8 and 11.4 of Call Off Schedule 7 (Security).
8.2	Termination without cause notice period In Clause 42.7 of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management: In Call Off Schedule 9 (Exit Management) and Sections 6.8 (Cost Recovery Workstream), 7 (Key Milestones and Deliverables) and 14.2 (Service Level and Performance) of the Annex 2 - Statement of Requirements.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied.
9.2	Commercially Sensitive Information: The Supplier's submission shall be deemed commercially sensitive.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals: Recitals B to E. Recital C - date of issue of the Statement of Requirements: 07/05/2021. Recital D - date of receipt of Call Off Tender: 04/06/2021.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not applied.

<p>10.3</p>	<p>Security:</p> <p>Please refer to amended Call Off Schedule 7 Security v6.</p> <p>Long form security requirements, which includes the following amendments:</p> <p>Paragraph 3 ISMS replaced by Principles of Security</p> <p>Paragraph 4 Security Management Plan replaced by Information Management System</p> <p>Paragraph 5 Amendment and Revision of ISMS and Security Management Plan replaced by Statement of Information Risk Appetite and Baseline Security Requirements</p> <p>Paragraph 6 Security Testing is now paragraph 8. New Paragraph 6 is Accreditation of the Core Information Management System</p> <p>Paragraph 7 ISMS Compliance replaced by Certification requirements</p> <p>Paragraph 8 Breach of Security is now paragraph 11</p> <p>New paragraphs: 9 Vulnerable and Corrective Action, 10 Malicious Software, 12 Data Processing, Storage, Management and Destruction.</p>
<p>10.4</p>	<p>ICT Policy:</p> <p>To be provided by the Customer before the Commencement Date</p>
<p>10.6</p>	<p>Business Continuity & Disaster Recovery:</p> <p>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 7 months for the Initial Period of the Contract, 12 months for the First Extension, and 18 months for the Second Extension.</p>
<p>10.7</p>	<p>NOT USED</p>
<p>10.8</p>	<p>Protection of Customer Data</p> <p>In Clause 35.2 of the Call Off Terms.</p>
<p>10.9</p>	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: Floor 6, 10 South Colonnade, Canary Wharf, E14 4PU, London, Email: REDACTED TEXT</p> <p>Supplier’s postal address and email address: Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW. Email: REDACTED TEXT</p>
<p>10.10</p>	<p>Transparency Reports Not applied.</p>

10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Alternative pricing mechanisms included in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), as per paragraphs 6.1 and 6.2 of this Call Off Order.</p> <p>Amended security schedule in Call Off Schedule 7 (Security) and as outlined in paragraph 10.3 of this Call Off Order.</p>										
10.12	<p>Call Off Tender:</p> <p>In Annex 3 – Supplier’s Proposal.</p>										
10.13	<p>Publicity and Branding</p> <p>In Clause 36 of the Call Off Terms.</p>										
10.14	<p>Staff Transfer</p> <p>Not applicable.</p>										
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>Customer</p> <p>Name: REDACTED TEXT</p> <p>Email: REDACTED TEXT</p> <p>Supplier</p> <p>Name: REDACTED TEXT</p> <p>Email: REDACTED TEXT</p>										
	<table border="1"> <thead> <tr> <th data-bbox="695 1211 1023 1267">Description</th> <th data-bbox="1031 1211 1406 1267">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="695 1279 1023 1447">Subject matter of the processing</td> <td data-bbox="1031 1279 1406 1447">National Underground Asset Register - a secure data exchange platform providing a comprehensive, trusted and secure digital map of where buried assets are located</td> </tr> <tr> <td data-bbox="695 1458 1023 1514">Duration of the processing</td> <td data-bbox="1031 1458 1406 1514">Data will be processed during the project delivery.</td> </tr> <tr> <td data-bbox="695 1525 1023 1883">Nature and purposes of the processing</td> <td data-bbox="1031 1525 1406 1883">Buried asset information gathered from asset owners (participants) across the sectors (clean water, sewage, gas, electricity, telecommunications, and Local/Highways Authorities). The information will include location, type and size of buried assets. The information will be transformed to be mapped against the data model, to enable its display on the platform. All information will be transferred to the Customer at the end of the project and the Supplier will not keep any duplicates.</td> </tr> <tr> <td data-bbox="695 1895 1023 2018"></td> <td data-bbox="1031 1895 1406 2018">Basic information of end users of the platform will also be shared in order to enable their access to the digital platform.</td> </tr> </tbody> </table>	Description	Details	Subject matter of the processing	National Underground Asset Register - a secure data exchange platform providing a comprehensive, trusted and secure digital map of where buried assets are located	Duration of the processing	Data will be processed during the project delivery.	Nature and purposes of the processing	Buried asset information gathered from asset owners (participants) across the sectors (clean water, sewage, gas, electricity, telecommunications, and Local/Highways Authorities). The information will include location, type and size of buried assets. The information will be transformed to be mapped against the data model, to enable its display on the platform. All information will be transferred to the Customer at the end of the project and the Supplier will not keep any duplicates.		Basic information of end users of the platform will also be shared in order to enable their access to the digital platform.
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Type of Personal Data	<p>The following data, for all Asset Owners and End Users involved, will be shared between the supplier and asset owners/users:</p> <ul style="list-style-type: none"> - Name - Job title - Email addresses - Phone numbers
Categories of Data Subject	<p>The categories of data subject:</p> <ul style="list-style-type: none"> • Staff and their job responsibilities • Levels of platform usage (for security purposes)
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The data will be transferred to the Customer at the end of the contract period and the Supplier will destroy/delete and duplication of the information, in accordance to the Exit Management Plan</p>
10.16	<p>MOD DEFCONs and DEFFORM</p> <p>Not applied</p>

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 TEXT
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Signature	REDACTED TEXT
Date	2 September 2021

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	2/09/2021