

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

**Provision of Consultancy for Routemap Refresh
Project**

To

Infrastructure and Projects Authority (IPA)

From

Turner & Townsend Consulting Limited

Contract Reference: CCCC20B11

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 **Consultancy Support for Routemap Project Refresh** 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 provided by customer post award
From	Infrastructure and Projects Authority (IPA) ("CUSTOMER")
To	Turner & Townsend Consulting Limited ("SUPPLIER")
Date	09/10/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 12/10/2020
1.2.	Expiry Date: End date of Initial Period: 30/06/2021 End date of Extention Period: 30/09/2021 Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1.	<p>SERVICES REQUIRED:</p> <p>CCCC20B11 – Annex A – Statement of Requirement v1.1</p> <p>REDACTED</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The following Contract milestones/deliverables shall apply:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="text-align: center;">Work package number</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Timeframe from Contract award</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>A project plan for the delivery of the scope of work</td> <td>Within week 1 of Contract Award</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Design principles for the refreshed Routemap materials (Package 1)</td> <td>Within week 2 of Contract Award</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Draft of refreshed Routemap Handbook complete (Package 1)</td> <td>By the end of month 3</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Draft of refreshed complexity and capability assessments complete (Package 5)</td> <td>By the end of month 3</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Draft of refreshed Routemap modules complete (Package 2)</td> <td>By the end of month 4</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Routemap marketing and familiarisation materials complete (Package 6)</td> <td>By the end of month 4</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Draft of new Routemap module on Digital Systems Integration complete (Package 4)</td> <td>By the end of month 5</td> </tr> </tbody> </table>	Work package number	Description	Timeframe from Contract award	1	A project plan for the delivery of the scope of work	Within week 1 of Contract Award	2	Design principles for the refreshed Routemap materials (Package 1)	Within week 2 of Contract Award	3	Draft of refreshed Routemap Handbook complete (Package 1)	By the end of month 3	4	Draft of refreshed complexity and capability assessments complete (Package 5)	By the end of month 3	5	Draft of refreshed Routemap modules complete (Package 2)	By the end of month 4	6	Routemap marketing and familiarisation materials complete (Package 6)	By the end of month 4	7	Draft of new Routemap module on Digital Systems Integration complete (Package 4)	By the end of month 5
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7	Draft of new Routemap module on Digital Systems Integration complete (Package 4)	By the end of month 5																							

8	A complete proposal for Routemap applications to non-infrastructure projects (Package 3)	By the end of month 5
9	Handbook (including the complexity and capability assessments) and Modules finalised and ready to publish to GOV.uk	By the end of month 6
<p>*The milestones for delivery of draft versions of the Handbook, the complexity and capability assessments and the modules (both existing and new), represent the point at which the deliverables should be ready for submission to the Project Advisory Group for quality assurance review. The external consultants should expect to receive feedback on the draft versions which they will need to address before the deliverables can be considered ready for final sign off and publication on Gov.uk.</p>		

4. CONTRACT PERFORMANCE

4.1.	Standards:																
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4.2	Service Levels/Service Credits: Adherence to SLA listed in 4.1																
4.3	Critical Service Level Failure: Not applied																
4.4	Performance Monitoring: Adherence to SLA listed in 4.1																

4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms
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5. PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): There is a fixed price for the services and deliverables described in section 2.1 of this call-off order: REDACTED For the avoidance of doubt, the total contract value will not exceed £50,000.00 exc. VAT These rates are to remain firm for the duration of the contract.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Suppliers shall invoice us once per month, at the beginning of each month, for the previous month's work. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
6.3	Reimbursable Expenses: Permitted Expenses to the base location should be included in the rates, expenses to other locations will be paid in line the Supplier's Travel and Subsistence policy and must be agreed in advance.
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)): For the full term of the contract.
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 Applicable
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 £50,000.00 (excluding VAT)
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): In Clause 38.3 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(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): 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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
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9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State’s Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 27/08/2020</p> <p>Recital D - date of receipt of Call Off Tender: 02/10/2020</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form security requirements.</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>Clause 35.2.3 of the Call Off Terms</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not Applicable</p>
10.12	<p>Call Off Tender:</p>

	CCCC20B11 – Annex B – Technical Bid v1.1
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.15	Processing Data Call Off Schedule 17 REDACTED

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CCCC20B11
Date:	12/10/2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the Data Controller and that the Supplier is the Data Processor 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 Contract plus 7 years.
Nature and purposes of the processing	For the exchange of information between the parties to this contract
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p>

	<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>	
Categories of Data Subject	<p>Contractors</p> <p>Service Providers</p>	

	Suppliers	
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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	14/10/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	09/10/2020