



Crown
Commercial
Service

**Call Off Order Form for Management Consultancy Services
RM3745**

**Provision of Consultancy for System Mapping of UK
Infrastructure Systems for Resilience**

Contract Reference: CCZZ19A36

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 Management Consultancy Services dated 21st November 2017. This Call Off Order Form relates to the Provision of System Mapping of UK Infrastructure Systems for Resilience.

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	To be confirmed post contract award
From	National Infrastructure Commission ("CUSTOMER")
To	Ove Arup and Partners International Ltd ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 rd September 2019
	Expiry Date: End date of Initial Period 21 st February 2020 End date of Extension Period 20 th March 2020 Minimum written notice to Supplier in respect of extension: 1 month

SERVICES

2.1	Services required: (Call Off Schedule 2 (Annex 1: The Services)) See the Statement of Requirements below:  Statement of Requirements V1.0.c
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PROJECT PLAN

3.1.	Project Plan: (Call Off Schedule 4 (Project Plan)) See Section 7 of the Statement of Requirements
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CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms See Sections 15 and 12 of the Statement Of Requirements (Section 2.1 of the Order Form – Services)
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Section 15 of the Statement of Requirements (Section 2.1 of the Order Form – Services)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

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) Redacted
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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) See Section 17 of the Statement of Requirements (Section 2.1 of the Order Form – Services)
6.3	Reimbursable Expenses: Permitted The location of the Services will be carried out at the offices of the supplier. However frequent meetings will need to take place with the National Infrastructure Commission at the supplier's offices, or at the Commission's offices at redacted (the Base Location). Suppliers should cover the costs of their travel to the Base Location through the original price not through separate travel and subsistence. Travel to other locations will be in accordance with the Contracting Authority's travel and subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): National Infrastructure Commission, redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The term of the Contract including any extensions.
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 £ 67,580.50 exc. 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

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):
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	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 applied
9.2	Commercially Sensitive Information: Not applied

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 28 th August 2019 Recital D - date of receipt of Call Off Tender: 12 th September 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms):

	Customer's postal address and email address: National Infrastructure Commission, 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): Section 10.15 of the Call Off Order form shall apply						
10.12	Call Off Tender: (Call Off Schedule 16) See Tender submission below: Redacted						
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applied						
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applied						
10.15	<ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: Redacted The contact details of the Suppliers Data Protection Officer is: Redacted The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>CCZZ19A36</td></tr> <tr> <td>Date:</td><td>19th September 2019</td></tr> <tr> <td>Description Of</td><td>Details</td></tr> </table>	Contract Reference:	CCZZ19A36	Date:	19th September 2019	Description Of	Details
Contract Reference:	CCZZ19A36						
Date:	19th September 2019						
Description Of	Details						

	Authorised Processing	
	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	To enable the transfer of information and communications between the parties to this contract
	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	Current personnel Consultants Customers Suppliers	
10.16	MOD DEFCONs and DEFFORM			
	Not Applied			

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	20/09/2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	24 th September 2019