

Crown Commercial Service

**Statutory Undertakers Protective Provisions And RIS3 Pipeline South Programme
Wide Resource Call Off Order Form for Management Consultancy Services**

FRAMEWORK SCHEDULE 4

MCF 2 Lot 3

**STATUTORY UNDERTAKERS PROTECTIVE PROVISIONS AND RIS3 PIPELINE
SOUTH PROGRAMME WIDE RESOURCE CALL OFF ORDER FORM**

**PART 1 – STATUTORY UNDERTAKERS PROTECTIVE PROVISIONS AND RIS3
PIPELINE SOUTH PROGRAMME WIDE RESOURCE 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 **Complex And Transformation Consultancy Services** 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	RM6008-L3-20210326-SURIS3
From	Redacted per Freedom of Information Act 2000, S40(2) Highways England Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("CUSTOMER")
To	Redacted per Freedom of Information Act 2000, S40(2) MACE Limited 155 Moorgate London EC2M 6XB ("SUPPLIER")
Date	26 March 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 April 2021
1.2.	Expiry Date: End date of Initial Period: 31 August 2021 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) The scope of works is included as Annex A and Annex B of this document.
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3. PROJECT PLAN

3.1.	Project Plan: A formal Project Plan is not required for this order. The Supplier will work with the Customer to deliver the requirements through the available resource.

4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied	
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms	

5. PERSONNEL

5.1	Key Personnel: Redacted per Freedom of Information Act 2000, S40(2)
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): £267,109
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	<p>The Call Off is priced on the basis of "Time and Materials."</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Invoices should be submitted monthly and will be paid within 30 days of submission. Payment will be via BACS. Further details on invoicing are included at 6.4.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices must be submitted electronically to Invoices@highwaysengland.co.uk</p> <ol style="list-style-type: none"> 1. When you report the value of completed work each month we will give you a receipt number. 2. Please quote the purchase order number and the monthly receipt number on your invoice to ensure prompt payment. 3. Invoices must be submitted to the email address above and be in PDF format (except where noted in point 4). 4. If you scan the original invoice/credit note, please ensure these scanned images are in black and white, in TIFF format and ideally scanned at 600 DPI, although a minimum of 300 DPI can also be used. 5. Be aware that any text in the body of your email, or attachments submitted in file formats other than those listed above will not be read by anyone.
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>1 Call Off Contract Years from the Call Off Commencement Date</p>
6.6	<p>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:</p> <p>30 April 2021</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £267,109</p>
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7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); The default limits of liability specified in Clause 37.2.1 shall apply.
7.3	Insurance (Clause 38.3 of the Call Off Terms): The standard levels of insurance specified in the Framework Agreement Clause 31 and Framework Agreement Schedule 14 shall apply to this Call Off.

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 required
9.2	Commercially Sensitive Information: No commercially sensitive information owned by the Supplier has been identified as relevant to this Call Off at the time of award.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements (paragraphs 1 to 5 of Call Off Schedule 7 (Security)) The Customer's Security Policy is contained in several guidance and policy documents: <ol style="list-style-type: none"> 1. Clients baseline personnel security standard 2. Data Handling Policy – Supply Chain Version 4 3. HE Information Asset Owner Handbook 4. Highways England General Data Protection Regulations Guidance 5. Highways England Records Management Policy (May 2015) 6. Highways England Social Media Policy August 2018 7. Information Security Data Security Standard-v1.0

	8. Statement of Highways England IT Security Policy July 2015
10.4	ICT Policy: Provided within the documents specified at 10.3
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Any transfer of Customer Data must comply with the Data Handling Policy and related guidance or policies specified in 10.3.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Redacted per Freedom of Information Act 2000, S40(2) Highways England Woodlands Manton Lane Bedford MK42 7LW Redacted per Freedom of Information Act 2000, S40(2) Supplier's postal address and email address: Redacted per Freedom of Information Act 2000, S40(2) MACE Limited 155 Moorgate London EC2M 6XB Redacted per Freedom of Information Act 2000, S40(2)
10.10	Transparency Reports NOT USED
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not used
10.12	NOT USED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional requirements
10.14	Staff Transfer Not used
10.15	Processing Data There is no intention for the processing of protected data to form part of this Call Off. However, where either party becomes aware of the need to process protected data, this should be discussed between the parties and the requirements agreed. If appropriate, an agreement similar to that contained in Call Off Schedule 17 should be completed to clarify the roles and responsibilities of the parties in regards to the data.

	<p>The Customer's Data Protection Officer is: Redacted per Freedom of Information Act 2000, S40(2) dataprotectionadvice@highwaysengland.co.uk</p> <p>The Supplier's Data Protection Officer can be contacted at: GDPR@macegroup.com.</p>
10.16	NOT USED

Annex A: Scope for task 1, Highways England Standard Protective Provisions

- Protective Provisions - Scope Document_210325

Annex B: Scope for task 2, Highways England RIS3 Pipeline

- RIS 3 Pipeline TO2 scope final

Redacted per Freedom of Information Act 2000, S43(2)

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	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	