

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Contract Reference CCCC20A52

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 Management 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 Call Off Order Form and the Call Off Terms.

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| Order Number | To be confirmed following contract award |
| From | Cabinet Office ("CUSTOMER") |
| To | Atkins Limited ("SUPPLIER") |
| Date | 18.06.2020 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. Commencement Date: | This contract shall be deemed to have commenced on 23 rd April 2020 |
| 1.2. Expiry Date: | End date of Initial Period: 22 nd July 2020 End date of Extension Period: 30 th September 2020 Minimum written notice to Supplier in respect of extension: 2 weeks |

2. SERVICES

2.1.**Services required:**

The goal is to manufacture 20m lower grade medical face coverings (IIR type) per week in the UK, with 20m made in the next three weeks. The primary usage of these face coverings is for the general public and the work must not compete with the NHS sourcing strategy or procurement of PPE. The duration of work will be at least 2-3 months, and it may be possible to add more resources during the course of the project, subject to

- a) demonstrating success and
- b) Ministerial approval

We require 5 people that evidence the following capabilities to deliver the goal above:

- 1) Programme management
- 2) Relevant experience in high profile, fast paced, critical projects with Ministerial visibility which demonstrates an ability to focus on delivering outcomes and reporting accurately
- 3) Research/due diligence on suppliers and manufacturing routes/materials
- 4) Experience in manufacturing with distribution/logistics (potentially to retail outlets)
- 5) Commercial models/finance

The consultancy services will draw on a team of approximately 5FTEs (although this may flex) for the following workstreams:

1. Programme management
2. Act as Cabinet Office representative in China including factory inspections and material order checking and shipping requirements.
3. Technical expertise to assist the CO in their procurement of 10 Chinese production lines
4. Identification and assessment of suitable UK manufacturing / production sites
5. Assist CO in the sourcing and identification of raw materials
6. Assist CO in the sourcing, storage, testing and distribution of interim face coverings whilst the UK manufacturing capability comes on stream
7. Input into the development of commercial and financial models where necessary
8. Additional resource to support the Cabinet Office Team as and when required

This agreement is based upon the Management Consultancy Framework 2 (RM6008) currently in place, together with the discounted rates contained therein and its Terms and Conditions relating to this appointment.

Procurement of support or materials from third party services from either the UK or offshore companies or consultants will be in accordance with the provisions of the MCF2, with the stated percentage adjustments in the MCF2 conditions.

In respect of any additional support that may be required in order to support different aspects of the programme e.g. inspections of machine manufacturing sites in China must be approved in advance by CO together with a summary of time expended. An overall summary detailing all costs is to be submitted on a weekly basis.

3. PROJECT PLAN

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| 3.1. | Project Plan: Not applicable |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: Not applicable |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: Not applied |
| 4.5 | Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days |

5. PERSONNEL

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| 5.1 | Key Personnel: Cabinet Office: REDACTED Atkins Limited: REDACTED |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable |

6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £400,000 (ex VAT), this is not a guaranteed sum and will be dependent on the requirements for the contract. |
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| | <p>These rates are to remain firm for the duration of the contract including any contract extensions.</p> <p>The Call Off Contract rates are outlined below: REDACTED</p> |
| 6.2 | <p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment shall be made on a monthly basis on receipt of all deliverables and their acceptance by the Customer.</p> |
| 6.3 | <p>Reimbursable Expenses:</p> <p>The Services will be carried out virtually and provided online where possible, and there is no expected travel for the delivery of these services. As such the Customer would not expect any claims for expenses.</p> <p>However, if any travel is required outside of the base location, this will be reimbursed in line with the Cabinet Office's Travel & Subsistence policy.</p> |
| 6.4 | <p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED</p> <p>Cabinet Office 1 Horse Guards Road SW1A 2HQ</p> |
| 6.5 | <p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract including any extensions.</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>Not applicable</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

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| 7.1 | <p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of up to £400,000.00 (ex VAT)</p> |
| 7.2 | <p>Supplier's limitation of Liability</p> <p>In Clause 37.2.1 of the Call Off Terms</p> |

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| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply |
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8. TERMINATION AND EXIT

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| 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): The period of thirty (30) Working Days in Clause 42.7 shall be amended to seven (7) Working Days |
| 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) |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable |
| 9.2 | Commercially Sensitive Information: The Supplier's proposal and pricing shall be classed as commercially sensitive information. |

10. OTHER CALL OFF REQUIREMENTS

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| 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 AND The Project is OFFICIAL SENSITIVE, MARKET SENSITIVE and no disclosure outside of the programme is to be made with out permission from the Authority. |
| 10.4 | ICT Policy: To be provided by the Customer |
| 10.6 | Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) |

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| | <p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract term</p> |
| 10.7 | <p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not applicable</p> |
| 10.8 | <p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: Cabinet Office 1 Horse Guards Road London SW1A 2HQ</p> <p>Email: REDACTED</p> <p>Supplier’s postal address and email address: Atkins Limited Woodcote Grove Ashley Road Epsom Surrey England KT18 5BW</p> <p>Email: REDACTED</p> |
| 10.9 | <p>Transparency Reports Not applicable</p> |
| 10.10 | <p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable</p> |
| 10.11 | <p>Call Off Tender: REDACTED</p> |
| 10.12 | <p>Publicity and Branding In Clause 36.3.2 of the Call Off Terms</p> |
| 10.13 | <p>Staff Transfer</p> |

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|--|---|----------------------------|------------------|--------------|-------------------|---|----------------|--|---|----------------------|---|----------------------------|--|---------------------------------------|--|-----------------------|--|----------------------------|--|
| | Not applicable | | | | | | | | | | | | | | | | | | |
| 10.14 | Processing Data Call Off Schedule 17 Customer Data Protection Officer REDACTED Supplier Data Protection Officer REDACTED | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Contract Reference:</td> <td>CCCC20A52</td> </tr> <tr> <td>Date:</td> <td>18.06.2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Contract plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td></td> </tr> <tr> <td>Type of Personal Data</td> <td></td> </tr> <tr> <td>Categories of Data Subject</td> <td></td> </tr> </table> | | Contract Reference: | CCCC20A52 | Date: | 18.06.2020 | Description Of Authorised Processing | Details | 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 Contract plus 7 years. | Nature and purposes of the processing | | Type of Personal Data | | Categories of Data Subject | |
| Contract Reference: | CCCC20A52 | | | | | | | | | | | | | | | | | | |
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| Categories of Data Subject | | | | | | | | | | | | | | | | | | | |
| 10.15 | MOD DEFCONs and DEFFORM Not applicable | | | | | | | | | | | | | | | | | | |

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:

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|----------------|-----------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 19.06.2020 |

For and on behalf of the Customer:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 30.06.2020 |