Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

MCF2 Lot 2, Innovative Procurement

Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**MCF 2 LOT 2**

**INNOVATIVE PROCUREMENT CALL OFF ORDER FORM**

12/08/2013

PART 1 – Lot 2, INNOVATIVE PROCUREMENT CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **Procurement, Supply Chain And Commercial 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-L2-20210825-IP** |
| From | Redacted per Freedom of Information Act 2000, S40(2)  Highways England Company Limited  The Cube,  Store Street,  Birmingham, M1 2WD  **("CUSTOMER")** |
| To | Redacted per Freedom of Information Act 2000, S40(2)  TWS Partners Limited,  Barclays Bank ChambersBridge Street,  Stratford-upon-Avon,  CV37 6AH  **("SUPPLIER")** |
| Date | 25 August 2021  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 3 September 2021 |
|  | **Expiry Date**:  End date of Initial Period: 2 June 2022  End date of Extension Period: Not applicable  Minimum written notice to Supplier in respect of extension: Not applicable |

1. Services

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| --- | --- |
| 2.1. | **Services required**:  The services as specified in the statement of requirements (see Call Off Schedule 2, below) |

1. 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. |
|  | |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  Not applied |
| **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:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Redacted per Freedom of Information Act 2000, S40(2) (Managing Director),  Redacted per Freedom of Information Act 2000, S40(2) (Principal),  Redacted per Freedom of Information Act 2000, S40(2) (Senior Project Manager),  Redacted per Freedom of Information Act 2000, S40(2) (Project Manager) |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  N/A |

1. PAYMENT

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  The price for the work is £994,500, as further detailed in Schedule 16.  The offered rates for each role appear below and are within the limits of the maximum staff rates of the framework.   |  |  |  | | --- | --- | --- | | Grade | Offered rates [GBP] | MCF2 L2 max rates | | Director / Partner | Redacted per Freedom of Information Act 2000, S43(2) | | | Managing Consultant | | Principal Consultant | | Senior Consultant | | Consultant | | Junior Consultant |   The Call Off is priced on the basis of “Time & Materials.”  The price complies with the terms in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Payment will be via BACS. Further details on invoicing are included at 6.4. |
| **6.3** | **Reimbursable Expenses**:  Costs related to travel to or from locations other than the consultant’s normal place of work may be reclaimed, so long as they comply with Highways England’s travel and subsistence policy.  Costs related to travel to or from the consultant’s usual place of work will not be reimbursed. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Invoices must be submitted electronically to [Invoices@highwaysengland.co.uk](mailto:Invoices@highwaysengland.co.uk)   1. Please quote the purchase order number on your invoice to ensure prompt payment. 2. A receipt number may be provided by the project team for each invoice, but quoting this on your invoice is optional. Only the purchase order number is required to trigger the payment process. 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** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  1Call OffContract Years from the Call Off Commencement Date |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  2 June 2022. |
| **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 |

1. LIABILITY and insurance

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £994,500 |
| **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 specificed in the Framework Agreement Clause 31 and Framework Agreement Schedule 14 shall apply to this Call Off. |

1. 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):  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:**  The Supplier will work with the Customer to hand over delivered products and enable transition for future delivery of any residual functions either by the Customer or by an alternative supplier. |

1. supplier information

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| --- | --- |
| **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. |

1. 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 (paragraphs 1 to 5 of Call Off Schedule 7 (Security)  The Customer’s Security Policy is contained in several guidance and policy documents:   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:  Highways England  Piccadilly Gate,  Store Street,  Manchester, M1 2WD  Redacted per Freedom of Information Act 2000, S40(2)  Supplier’s postal address and email address:  TWS Partners Limited,  Barclays Bank ChambersBridge Street,  Stratford-upon-Avon,  CV37 6AH  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** | **Call Off Tender**:  In Schedule 16 (Call Off Tender) |
| **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.  The Customer’s Data Protection Officer is:  Redacted per Freedom of Information Act 2000, S40(2)  [dataprotectionadvice@highwaysengland.co.uk](mailto:dataprotectionadvice@highwaysengland.co.uk)  The Supplier’s Data Protection Officer is:  Redacted per Freedom of Information Act 2000, S40(2) |
|  | |
| **10.16** | NOT USED |
|  | |

**Call Off Schedule 2 (Services)**

The services to be delivered are explained in the following document(s).

* MCF2 L2 Innovative Procurement Scope v1

**Call Off Schedule 16 (Call Off Tender)**

The Supplier’s offer is contained in the following document(s).

* MCF2 L2 Innovative Procurement TWS Commercial Quotation v1

**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 |  |