



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Provision of Consultancy for Modern Freight Handling Facility

To

Ministry of Defence

From

Mace Limited

Contract Reference: CCCC19B03

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 Services dated **04 September 2018**.

This Call Off Contract is for the Provision of Consultancy for Modern Freight Handling.

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 advised by Authority at contract award
From	Ministry of Defence ("CUSTOMER")
To	Mace Limited ("SUPPLIER")
Date	17th January 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 17 th January 2020
1.2.	Expiry Date: End date of Initial Period: 16 th July 2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	Services required: Call Off Schedule 2 (Services) REDACTED.
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) REDACTED
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: REDACTED
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Section 14 of Annex A – Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. 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): Applied

6. 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
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): REDACTED
6.3	Reimbursable Expenses: Permitted The services will be carried out at the base location of RAF Brize Norton. The daily rates are inclusive of T&S to this base location. Some work may be required to take place off site. Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked. For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the Ministry of Defence Travel & Subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Electronic payment will be made via Contract Purchasing & Finance on completion on the basis of equal monthly payments made in arrears. Invoices should be submitted on CP&F.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract one year from the Call Off Commencement Date of 16 th January 2020 to 15 th July 2020.
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 £392,000.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);

	Applied
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applied

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2 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
9.2	Commercially Sensitive Information: The supplier's technical submission and the breakdown of contract charges shall be deemed commercially sensitive.

10. 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: 5 th December 2019 Recital D - date of receipt of Call Off Tender: 19 th December 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required

10.3	Security: Long form security requirements									
10.4	ICT Policy: Not applied									
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)									
10.7	NOT USED									
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied									
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> REDACTED <u>Supplier's postal address and email address:</u> REDACTED									
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)									
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: No Applicable									
10.12	Call Off Tender: REDACTED									
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applicable									
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). REDACTED									
10.15	Processing Data Not Applicable									
<table border="1"> <tr> <td>Contract Reference:</td> <td>CCCC19B03</td> <td></td> </tr> <tr> <td>Date:</td> <td>16th January 2020</td> <td></td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> <td></td> </tr> </table>		Contract Reference:	CCCC19B03		Date:	16th January 2020		Description Of Authorised Processing	Details	
Contract Reference:	CCCC19B03									
Date:	16th January 2020									
Description Of Authorised Processing	Details									

Identity of the Controller and Processor REDACTED	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	<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 Certific</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>		

		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 condition Next of kin & emergency contact details Record of absence, time tracking & annual		
	Categories of Data Subject			
10.16	MOD DEFCONs and DEFFORM			
	Call Off Schedule 15 – 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:

Name and Title	REDACTED
Signature	REDACTED
Date	16 th January 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	21 st January 2020