

Call Off Order Form for Management Consultancy Services

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 **RM3745** dated 21st November 2017.

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	VTFBuildStream1 BEIS Tender Reference Number: 2570/08/2020
From	Department for Business, Energy, & Industrial Strategy ("CUSTOMER")
То	Jacobs U.K. Limited ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 24/08/2020
	Expiry Date:
	End date of Initial Period 06/11/2020
	End date of Extension Period TBC
	Minimum written notice to Supplier in respect of extension: 2-weeks

SERVICES

2.1	Services required:
	In Call Off Schedule 2 (Services).
	As per Jacobs proposal in response to this specific Call Off at Appendix A:
	Title: Vaccine Task Force - Build Stream Dated 8th July 2020
	Summary of Deliverables below (extract from full proposal at Appendix A):
	The deliverables to be provided by Jacobs will be:
	 High Level Facility User Requirements Brief Vendor Technical Compliance Report (Round 1) Vendor Technical Compliance Report (Round 2)

PROJECT PLAN



CONTRACT PERFORMANCE

Standards:
The proposed methodology for providing the Services is consistent with 'Good Industry Practice' as set out in Framework clause 11 and Call Off clause 7 and shall apply at all times.
Service Levels/Service Credits:
Not applied
Critical Service Level Failure:
Not applied
Performance Monitoring:
Not applied

Period for providing Rectification Plan: 4.5

As Clause 39.2.1(a)

PERSONNEL

5.1	Key Personnel:
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):
	None applicable

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)
	£75,435.00 (Estimated)
	Based on three phases as per proposal dated 8 th July 2020
_	Phase 1 - User Requirement Phase 2 - Procurement Phase 3 - Technical Specification Support Compliance
	Meek In Maguet 2020 L 24 July 2020 2 24 July 2020 2 24 July 2020 2 24 July 2020 2 25 Anguet 2020 2 26 Anguet 2020 2 28 Anguet 2020 6 28 Anguet 2020 6 29 September 2020 6 25 Anguet 2020 6 26 Anguet 2020 6 27 September 2020 6
	E 75,435.00
	Totals Per Phase £ 75,435.00
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):
	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
	As per RM3745 Framework Schedule 3 (3.2), the pricing mechanism for this Direct Award Call Off will be 'Time and Materials' with monthly invoicing based on incurred costs as per RM3745 Lot 7 rate card.
	Payment due net 30 days of invoicing.
	Payment will be made by BACS.
	'Delay payments' as set out in Clause 6.4 are not applicable to this service.
Ļ	nent Consultancy Framework (MCF) – RM3745

6.3	Reimbursable Expenses:
	[Permitted]
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	BEIS, 1 Victoria St, Westminster, London SW1H 0ET.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	1 Year from the Call Off Commencement Date
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: Each call off contract year
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10
0.7	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 £75,435.00 (Estimated)		
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:		
	One hundred and twenty-five percent (125%) of the Call Off Contract Charges payable to the Supplier		
7.3	Insurance (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)):
	[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:
	[In Call Off Schedule 9 (Exit Management)]

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:		
	N/A		
9.2	Commercially Sensitive Information:		
	N/A		

OTHER CALL OFF REQUIREMENTS

Recital A 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: To be provided by the Customer before the Comment 10.5 10.5 Testing: Not applied 10.6 Business Continuity & Disaster Recovery:	·			
Not required 10.3 Security: Short form security requirements. 10.4 ICT Policy: To be provided by the Customer before the Commentation 10.5 10.4 ICT Policy: To be provided by the Customer before the Commentation Not applied	·			
10.3 Security: Short form security requirements. 10.4 ICT Policy: To be provided by the Customer before the Commentation 10.5 10.4 Testing: Not applied	cement Date.			
Short form security requirements. 10.4 ICT Policy: To be provided by the Customer before the Comment 10.5 Testing: Not applied	cement Date.			
10.4 ICT Policy: To be provided by the Customer before the Comment 10.5 10.5 Testing: Not applied	cement Date.			
To be provided by the Customer before the Comment 10.5 Testing: Not applied	cement Date.			
10.5 Testing: Not applied	cement Date.			
Not applied				
[Not applied]				
10.7 NOT USED				
10.8 Protection of Customer Data (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:	Customer's postal address and email address:			
BEIS, 1 Victoria St, Westminster, London SW1H 0ET	-			
Supplier's postal address and email address:				
Jacobs				
4 th Floor, Cottons Centre, Cottons Lane, London, SE	1 2QG			
.10 Transparency Reports				
10.10 Transparency Reports				
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):		
	None applicable.		
10.12	Call Off Tender:		
	In Call Off Schedule 16		
10.13	_	randing (Clause 36.3.2 of the Call Off Terms)	
10.14	Staff Transfer		
	Annex to Call Of	f Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	
10.15	Processing Data	a	
	Call Off Schedule	e 17	
	1. The conta	act details of the Customer Data Protection Officer is:	
	and Industrial Strategy, 151 Buckingham Palace Road, London SW1W 9SZ.		
	Email:		
	2. The contact details of the Suppliers Data Protection Officer is:		
	Name:		
	Emoil:		
	Email:		
	Tel No.:		
	 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. 		
	Contract	Support for RFP Process	
	Reference:	oupportion (in Process	
	Date:	17/08/2020	
	Duto.	11100/2020	

O A Pi	uthorised rocessing:	Details:
C ar	lentity of the ontroller nd rocessor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
P	se of ersonal ata	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.
th	uration of le rocessing	For the duration of the Framework Award plus 7 years.
pı th	ature and urposes of le rocessing	
P	ype of ersonal ata	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title

	Categories of Data Subject				
10.1	6 MOD DEFCONs and DE	MOD DEFCONs and DEFFORM			
	Call Off Schedule 15				
	Not applicable.				
	The following MOD DEF Contract:	CONs and DEFFORMs form	n part of this Call Off		
	DEFCONs				
	DEFCON No	Version	Description		
_	DEFFORMs				
	DEFFORM No	Version	Description		

Appendix A: Jacobs Proposal, dated 8th July 2020



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	25 August 2020

For and on behalf of the Customer:

Name and Title	VTF
Signature	
Date	26 August 2020