

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

RM6008 Lot 3

701545413 - Provision of External Support for Clyde Naval Base

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 Business 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	701545413
From	Ministry of Defence ("CUSTOMER")
To	PA Consulting Services Ltd ("SUPPLIER")
Date	24 February 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 3 March 2021
1.2.	Expiry Date: End date of Initial Period: 31 March 2021

2. SERVICES

2.1	Services required: As detailed in Statement of Requirements. High-level requirements include: <ul style="list-style-type: none"> • Develop priority SDG process flows to an implementable level of detail. • Produce a draft SDG handbook. • Document management information architecture at Clyde, including MIDAS, COMPASS and CP&F for inclusion in the SDG handbook and process flows. • Create an implementation plan.
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3. PROJECT PLAN

3.1.	Project Plan:				
	Not Required				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments
As detailed in Statement of Requirements					

4. CONTRACT PERFORMANCE

4.1.	Standards: As detailed in Statement of Requirements
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

5. PERSONNEL

5.1	Key Personnel:
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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In PA Consulting 701545413 Pricing Schedule 20210226, below and In Annex 1 of 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): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices to be submitted via CP&F/Exostar
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Contract duration
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 £100,000 maximum liability.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):
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	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 applicable
9.2	Commercially Sensitive Information:

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: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be [<i>insert period of time</i>]
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: Navy Commercial Leach Building Whale Island Portsmouth PO2 8BY Supplier's postal address and email address:																								
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)																								
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10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:																								
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)																								
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).																								
10.15	Processing Data Call Off Schedule 17																								
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Description Of Authorised Processing																										
Identity of the Controller and Processor																										
Use of Personal Data																										
Duration of the processing																										
Nature and purposes of the processing																										
Type of Personal Data																										
Categories of Data Subject																										
10.16	MOD DEFCONs and DEFFORM																									
	Call Off Schedule 15																									
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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	