

Crown Commercial Service

RM3806 - Call Off Order Form for MOD Efficiencies and Capability Framework

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 External support with MoD Efficiencies and Capability, dated **December 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	701107390
From	Ministry of Defence, Defence Infrastructure Organisation (MOD DIO) ("CUSTOMER")
To	PA Consuling Services Limited ("SUPPLIER")
Date	23 June 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 June 2020
1.2.	Expiry Date: End date of Initial Period: 26 June 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: In Call Off Schedule 2 (Services) As detailed in Work Order Form at Annex A.
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3. PROJECT PLAN

3.1.	Project Plan: n/a – see Annex A
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4. CONTRACT PERFORMANCE

4.1.	Standards:
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: As detailed in Annex A
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

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)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): <i>Payment to be made in arrears and, Using the MoD's eprocurement tools, "Contracting, Purchasing and Finance" (CP&F) – DEFCON 522</i> 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)): DIO Communications, Sutton Coldfield
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): n/a Call Off Contract Years 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: n/a of each Call Off Contract Year during the Call off Contract Period
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 £35,450.00
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): 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: n/a
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
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: Address: DIO ComrcI EnSer8, Rm 1.2.02-24, Kentigern House, 65 Brown Street, Glasgow G8 8EX Email: @mod.gov.uk

	<p>Supplier's postal address and email address: Address: PA Consulting Group, 10 Bressenden Place, London SW1E 5DN; Email: @PAConsulting.com</p>
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: n/a</p>
10.12	<p>Call Off Tender: In Schedule 16 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms) n/a</p>
10.14	<p>Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data Call Off Schedule 17</p>
10.16	<p>MOD DEFCONs and DEFFORM <u>Call Off Schedule 15</u> Additional Conditions relating to this requirement - DEFCON 522 (Edn 11/17) – Payment and Recovery of Sums Due</p>

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	Member of PA's Management Group
Signature	
Date	23 June 2020

For and on behalf of the Customer:

Name and Title	Asst Hd of ComrcI Enabling Services
Signature	
Date	24 June 2020



Ministry of Defence

Annex A –Template Work Order Form

Provision of External support with both the indirect and direct impacts of Covid19

This schedule sets out the scope of these specific services that we will provide under our Call Off Contract for the above services dated **23 May 2020** (Contract number: RM3806/PAC/COV19-1). Any terms contained within this statement of work apply only to the services specified in this statement of work.

Any references in this statement of work to “you” shall be deemed references to the Customer, and any references to “we” or “us” shall be deemed references to the Supplier. Save as otherwise expressly set out in this letter, defined terms shall have the meaning ascribed to them in the Call Off Contract. For the avoidance of doubt, in the event of any conflict between the terms of this statement of work and the terms of the Call Off Contract, the terms of this statement of work shall prevail.

The services

You have instructed us to provide the following services in this statement of work.

- To compile the DIO Annual Report
- To communicate our successes and evaluate our 19/20 performance in a single publication.
- To establish a common reporting / routine for our TLB return to DSOP which is comparable with other enabling organisations

Our proposal describing our approach to respond to this statement of work is included, and specified, in accordance with our attached proposal: PA Consulting proposal dated 23 Jun 2020.

Outcomes expected

- Compilation of independent reports into a single annual report
- Assessment of historical performance and future priorities in line with revised KPIs
- Engagement with key stakeholders to validate draft report
- Recommendations on standing routines to support new governance framework with DSOP

Timetable and duration

We agree to start work on **22 Jun 2020** and estimate that we will submit our draft deliverables to you for discussion by **24 Jun 2020**. This is an estimate in advance of starting work and we will keep you informed of our progress and of any proposed changes in this timetable; this draws on previous insight and effort which PA will contribute to the final Project IP as a part of final deliverables. Final deliverables will be submitted by 26 Jun 2020.

Our fees for the services referred to will be in accordance with the proposal as follows:

Firm price £35,450 ex VAT. Ref PA Consulting proposal dated 23 Jun 2020

Amendments to Call Off Contract Terms

Agreed amendments to the terms of business: Limit of Contractor's liability is 125% of value of the workorder

[Additional provisions]

Assumptions

The following assumptions have been considered:

- DIO will ensure timely availability of relevant staff to support this activity and stakeholder management.
- Where identified, DIO will work with PA to locate additional data and information or provide access to required DIO or partner personnel.
- PA will provide design support to create layouts for the report and limited design development. DIO will be responsible for any new detailed design required – this is to be agreed with Head Comms.
- DIO will draft and endorse the content for both the 'Chair's Introduction' and 'Chief Executive's Introduction' sections.

This statement of work refers to our Call Off Contract signed on **22nd June 2020**. The services described in this statement of work are to be provided under the terms of that agreement.

Acceptance

for and on behalf of **PA Consulting Services Ltd**

Signed

Position

Member of PA's Management Group

Date 23 Jun 2020

for and on behalf of **DIO**

Signed

Position

Assistant Head of Commercial Enabling Services

Date 24th June 2020