



Crown  
Commercial  
Service

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**Call Off Order Form and Call Off Terms for the  
Management Consultancy Framework Agreement**

**RM3745**

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## 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 professional services relating to a **Programme of work including: Commercial Capability Assessment, Improvement Opportunities linked to Employee Engagement Survey findings and preparation of a Treasury Briefing Note Dated 21<sup>st</sup> February 2019.**

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		[REDACTED]
From	("CUSTOMER")	[REDACTED] <b>The Food Standards Agency</b> Clive House, 70 Petty France, London. SW1H 9EX
To	("SUPPLIER")	[REDACTED] PA Consultancy Services Limited 10 Bressenden Place London SW1E 5DN

#### SECTION B

##### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	25 <sup>th</sup> February 2019
1.2.	Expiry Date:	
	End date of Initial Period	

	<p>End date of Extension Period</p> <p>Minimum written notice to Supplier in respect of extension:</p>	<p>31<sup>st</sup> March 2019</p> <p>Not anticipated, but a minimum of 7 days notice required.</p>
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## 2. SERVICES

2.1	<p><b>Services required:</b></p>	<p>See details as per <b>Proposal dated 15<sup>th</sup> February 2019</b></p> <p>Services will be delivered in both London and York</p>
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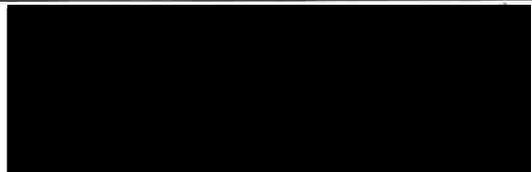
## 3. PROJECT PLAN

3.1.	<p><b>Project Plan</b></p>	<p>See project plan in <b>Proposal date 21<sup>st</sup> February 2019. See Schedule 2: Annex 1</b></p> <p>Services are to be delivered between 25<sup>th</sup> February and 31<sup>st</sup> March 2019.</p>
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## 4. CONTRACT PERFORMANCE

4.1.	<p><b>Standards:</b></p>	<p>Not applied</p> <p>Except for Cyber Essential Scheme</p>
4.2	<p><b>Service Levels/Service Credits:</b></p>	<p>Not applied</p>
4.3	<p><b>Critical Service Level Failure:</b></p>	<p>Not applied</p>
4.4	<p><b>Performance Monitoring:</b></p>	<p>Not applicable.</p>
4.5	<p><b>Period for providing Rectification Plan:</b></p>	<p>Not applicable.</p>

## 5. PERSONNEL

5.1	<p><b>Key Personnel:</b></p>	
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<b>5.2</b>	<b>Relevant Convictions</b>	See Clause 28.2

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):	As detailed in the <b>Proposal dated 21st February 2019 on page 3</b> . See Schedule 2: Annex 2
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):	BACS payment. 30 days from receipt of a valid invoice
<b>6.3</b>	<b>Reimbursable Expenses:</b>	Permitted Expenses to the London base Clive House are included in the day rate. Expenses for travel to any other office will be in line with FSA expenses and restricted to standard class travel and will be evidenced on the invoice. See Schedule 2: Annex 3
<b>6.4</b>	<b>Customer billing address</b>	
<b>6.5</b>	<b>Call Off Contract Charges fixed</b>	Until 31/03/19
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b>	Not Applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b>	Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>	The sum of £ 48,900 plus expenses. See Schedule 2: Annex 3
<b>7.2</b>	<b>Supplier's limitation of Liability</b>	Clause 37.2.1 of the Call Off Terms refers
<b>7.3</b>	<b>Insurance</b>	Not applicable

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms):	as set out in Clause 37.2.1 (Financial Limits). Clause 39.2.1 also refers.
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):	This should be a minimum of 30 Working Days, as stipulated in Clause 42.7.1.
<b>8.3</b>	<b>Undisputed Sums Limit:</b>	In Clause 43.1.1 of the Call Off Terms "Undisputed Sums Limit". The equivalent to one (1) month's average Call Off Contract Charges.
<b>8.4</b>	<b>Exit Management:</b>	Not Applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>	Not Applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	Clause 35.3 refers

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b>	Recital A refers
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b>	Not required
<b>1.3</b>	<b>Security:</b>  Personal Security Procedures	Schedule 7 Security: Annex 1 refers. The FSA's security requirements for this contract "Personal Security Procedures"

<b>10.4</b>	<b>ICT Policy:</b>	Schedule &: Security: Annex 2 refers "IT Acceptable Use Policy"
<b>10.5</b>	<b>Testing:</b>	Not applicable.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>	Clause 35.2.5 is applicable as a one off back up at the end of the project. Business continuity & disaster recovery plan not required.
<b>10.7</b>	<b>NOT USED</b>	
<b>10.8</b>	<b>Protection of Customer Data</b>	Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Supplier's postal address and email address:	See section A
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)	Not applicable.
<b>10.11</b>	<b>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):</b>	Not applicable
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)	Not applicable
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>	Not applicable

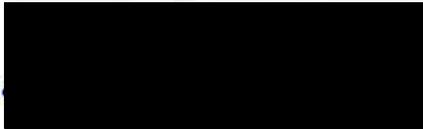
**FORMATION OF CALL OFF CONTRACT**

**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	
Signature	
Date	22 Feb 2019

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	25/02/19

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