

Crown Commercial Service

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

FRAMEWORK SCHEDULE 4
RM3806 CALL OFF ORDER FORM

PART 1 – RM3806 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 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	701135374
From	Ministry of Defence, Defence Infrastructure Organisation (MOD DIO) ("CUSTOMER")
To	PA Consulting Services Ltd ("SUPPLIER")
Date	May 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 22 May 2020
1.2.	Expiry Date: End date of Initial Period: 21 August 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: As detailed in Proposal dated 12 Jun 20 and Annex A to this document; In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) – see Annex A
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4. CONTRACT PERFORMANCE

4.1.	Standards: n/a
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 Proposal dated 12 Jun 20 and Annex A to this document
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): As detailed in Proposal dated 12 Jun 20 and Annex A to this document; In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) (Rate Card of the Management Consultant Framework 2 (MCF2)).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): <i>Payment with be made in arrears; and using the MOD's eprocurement tool - Contracting, Purchasing and Finance (CP&F)(DEFFORM 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 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 £108,000 (exVAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Liabilities Agreed amendments to the terms of business: Limit of Contractor's liability is 125% of value of the workorder.
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: In Call Off Schedule 9 (Exit Management)

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 long form security requirements AND Security Policy - Handling of Government Communications products will be made in accordance with PA's Defence Infrastructure Organisation (DIO) Assignment Security Plan, as with our other areas of work with the DIO.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be tbc
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Handling of Government Communications products will be made in accordance with PA's Defence Infrastructure Organisation (DIO) Assignment Security Plan, as with our other areas of work with the DIO.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: DIO Comrcl EnSer8, Rm 1.2.02-24, Kentigern House, 65 Brown Street, Glasgow G8 8EX Email: @mod.gov.uk Supplier's postal address and email address: PA Consulting Group, 10 Bressenden Place, London SW1E 5DN Email: @PAConsulting.com
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) – Not required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:

	n/a	
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	
<i>Agreed with Sponsor</i> - Handling of Government Communications products will be made in accordance with PA's Defence Infrastructure Organisation (DIO) Assignment Security Plan, as with our other areas of work with the DIO.		
10.16	MOD DEFCONs and DEFFORM - Call Off Schedule 15	
The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:		
DEFCONs		
DEFCON No	Version	Description
522	Edn 11/17	Payment and Recovery of Sums Due
DEFFORMs		
DEFFORM No	Version	Description

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	, DIO Comrcl. EnSer 8
Signature	
Date	20 Oct 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 3 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 mature the overall comms transformation programme.
- To co-develop priority comms projects with key stakeholders.
- To support Head of Comms establish the O365 implementation programme on behalf of the business (as required).
- To improve operational effectiveness and team performance, in line with best practice and governance.

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 12 Jun 2020. This includes further detail on the agreed outputs and deliverables.

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 agreed to start work on **22 May 2020** and will provide monthly deliverables as per our proposal; providing interim updates throughout our period of support and adapting to priorities as agreed on a monthly basis. Final deliverables will be submitted by **21 Aug 2020**.

Our fees for the services referred to will be in accordance with the proposal as follows: **Firm price** £108,000. Ref PA Consulting proposal dated 12 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

Assumptions

The following assumptions have been considered:

- DIO will ensure timely availability of relevant staff to support this activity and stakeholder management.
- DIO secretariat support will assist the Head of Communications to manage diary commitments, review email inbox, triage and prioritise workload, and prep for Board meetings. PA will not continue to support these activities, apart from the preparation
- Monthly reports on progress will be submitted on the last working day of the month. Invoices will be submitted monthly following a review of progress at those meetings, and agreement of the following month's priorities and optimal resourcing for delivering against those priorities.

This statement of work refers to our Call Off Contract signed on **4 May 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

28th July 2020

for and on behalf of **(Client)**

Signed

Position

DIO Comrcl, EnaSer8

Date: 22 Oct 20