

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 **Complex And Transformation 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	[1]
From	The Department for Business, Energy, and Industrial Strategy ("CUSTOMER")
To	PA Consulting Services Limited ("SUPPLIER")
Date	01 April 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st April 2021
1.2.	Expiry Date: End date of Initial Period: 30 th June 2021 End date of Extension Period: 30 th September 2021 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1.	<p>Services required:</p> <p>The Supplier shall provide the following resources for a period of six months (1st April- 30th September 2021):</p> <ul style="list-style-type: none">• Contract Manager• Cost Management Support. <p>The supplier shall undertake the following activities, and anything else that is required to fulfil the <i>Contract Manager</i> and <i>Cost Management Support</i> roles:</p> <ul style="list-style-type: none">• identify any key commercial risks and issues.• liaise with the commercial and Delivery teams to understand the full range of contractual issues;• develop plans for the ongoing management of the contract.• identify and undertake day-to-day contract management tasks;• support the development of the project commercial strategy;• provide contractual advice and guidance in the development of project commercial strategy. <p>The <i>GHGS Contract Manager</i> shall report to [REDACTED].</p> <p>The Customer will have the right to stand down either of both of the resources with one weeks notice. If for any reason the Customer wants to replace the Contract manager or the Cost Management support or the Key Personnel leave the project, the Supplier shall provide alternative options for personnel with an equivalent level of expertise and experience.</p> <p>Subject to agreement by both parties the contract allows for the variation of the Key Personal, including with those able to deliver the same services as above, with a lower level of expertise or cost.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The supplier shall not provide a project plan. All deliverables shall be provided by 30th September 2021.</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied
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: [REDACTED] [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): [REDACTED] [REDACTED] The total number of days to be provided for each resource is 126. The total Call off Contract charges will be no more than total of [REDACTED] If either of the resources are replaced with an equivalent resource for any reason the rate charged will not exceed either the rate above or the framework maximum.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment by BACS following a undisputed invoice and referencing TRN 5009/04/2021
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)): BEIS 1 Victoria Street 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 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: The sixth month 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 [REDACTED], inclusive of all costs.
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: Not applied
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
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: 1 Victoria, London SW1H 0ET Supplier's postal address and email address: Address: 10 Bressenden Place, London Email: [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applied
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) Not applied

10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15

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	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px;"></div>
Signature	
Date	05/04/2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	05/04/2021