Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**Provision of Public Sector Mobile Service**

**Contract reference: CCCC20B92**

**FROM**

**Crown Commercial Service**

**tO**

**PA CONSULTING SERVICES LIMITED**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Public Sector Mobile Phone Service 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 | **To be provided by customer post award** |
| From | **Crown Commercial Service (CCS)**  **("CUSTOMER")** |
| To | **PA Consulting Services Limited**  **("SUPPLIER")** |
| Date | **25 January 2021**  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | Commencement Date:1 Month from 8th February 2021 to 5th March 2021 |
|  | **Expiry Date**:  End date of Extension Period: Up to 2 Weeks from 8th March 2021 until 19th March 2021 at the Authority own discretion.  Minimum written notice to Supplier in respect of extension: **1 week** |

1. Services

|  |  |
| --- | --- |
| 2.1. | **Services required**:  The Authority requires Potential Suppliers to undertake the following activities as part of this Contract. Financial models:  * Validate and finalise the baseline and financial models, including the considerations and assumptions made.  Commercial modelling:  * To provide insight to and evaluate the pros and cons of the proposed operating model and identify any associated constraints: * ensuring transparency, equitability and customer choice; * highlighting industry best practice and trends to inform spend, connections and traffic requirements for the model etc; * enabling MNOs to provide the Value Added and Supplementary Services; providing a route map of possible limitations and restrictions for the proposed solution; * enabling providers of related services to be part of the PSMS ecosystem; * ensuring the project objectives are met in the most cost effective way, minimising capital expenditure; * ensuring billing requirements of the customer and service delivery are met;  Technical model  * Advise on the best approach for supporting EUICC / ESIM and associated capability to ensure full number portability / seamless service transition between host MNOs, consideration should be given to how this capability may develop over time and what obligations the Authority will need to place on the MNOs; * Advice on the proposed model for inclusion of possible core components detailing any benefits/possible constraints, a route map to future evolutions should also be given (for example 5G); * Review options for potentially making use of the big data generated by the service, advising on opportunities for extending efficiencies, risks and mitigations.  Industry recommendations  * Review recommendations made by the PSMS Industry Working Group (IWG) and advise how these should be incorporated into the Full Business Case.   Please also refer to Annex A of this document – Statement of Requirements. |

1. PROJECT Plan

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | **Project Plan**:  The following Contract milestones/deliverables shall apply:   |  |  |  | | --- | --- | --- | | Milestone / Deliverable | Description | Timeframe / Delivery Date | | 1 | Review, validate and finalise the baseline and financial models | Within 1 week of award | | 2 | Commercial agreement recommendations | Within 3 weeks of award | | 3 | Technical recommendations paper | Within 3 weeks of award | | 4 | Big data opportunities paper | Within 4 weeks of award | | 5 | Recommendations and commentary of the PSMS Industry Working Group (IWG) outputs | Within 3 weeks of award | |

1. 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 |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  **PA Consulting Services**  Tim Devine - Partner in Charge  Markus Hochenbleicher - Commercial and Financial Stream  Howard Kwan - Technical Stream  **Crown Commercial Service**  Jason Ellis – Category Lead – Voice Telecoms |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  InClause 28.2 of the Call Off Terms |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  [REDACTED] |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  Invoices should be submitted to: [REDACTED] |
| **6.3** | **Reimbursable Expenses**:  Permitted  Expenses to the base location should be included in the rates, expenses to other locations will be paid in line the Supplier’s Travel and Subsistence policy and must be agreed in advance. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Invoices should be submitted to: [REDACTED] |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the full term of the contract, including any extension option. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £50,000.00 (ex VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  In Clause 38.3 of the Call Off Terms |

1. 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 |

1. supplier information

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applicable |
| **9.2** | **Commercially Sensitive Information**:  In Clause 35.4.8 of the Call Off Terms |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: **21/12/2020**  Recital D - date of receipt of Call Off Tender: **12 January 2021** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  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):  In 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:  [REDACTED]  5th Floor,  117-119 Houndsditch,  London  EC3A 7BU  Supplier’s postal address and email address:  [REDACTED]  10 Bressenden Place,  London,  SW1E 5DN |
| **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 Applicable |
| **10.12** | **Call Off Tender**:  [REDACTED] |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  InClause 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  Customer Data Protection Officer Details:[REDACTED]  Supplier Data Protection Officer Details**:** [REDACTED]   * + 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.     2. Any such further instructions shall be incorporated into this Schedule.  |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC20B92** |  |  | | **Date:** | **25 January 2021** |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the Data Controller and that the Supplier is the Data Processor under this Framework Agreement. |  |  | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, |  |  | | Duration of the processing | For the duration of the Framework Contract plus 7 years. |  |  | | Nature and purposes of the processing | For the exchange of information between the parties to this contract |  |  | | Type of Personal Data | Full name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications or Certifications | | Nationality | | Education & training history | | Previous work history | | Personal Interests | | References and referee details | | Driving license details | | National insurance number | | Bank statements | | Utility bills | | Job title or role | | Job application details | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | Photographic Facial Image | | Biometric data | | Birth certificates | | IP Address | | Details of physical and psychological health or medical condition | | Next of kin & emergency contact details | | Record of absence, time tracking & annual leave | |  |  | | Categories of Data Subject | Contractors  Service Providers  Suppliers |  |  | |

**ANNEX A – STATEMENT OF REQUIREMENTS**

# SCOPE OF REQUIREMENT

* 1. The Project has a number of objectives:
* Lowered cost of mobile voice and data
* Increased adoption to maximise leverage and Value For Money (VFM)
* Simplified processes to procure and manage mobile services
* Futureproof, robust and resilient
* Seamless migration and simple provisioning
* Competitive and innovative marketplace
* Supports existing Government services and policies
* Compliant with Public Contract Regulations (PCR)

# THE REQUIREMENT

## The Supplier shall undertake the following activities as part of this Contract.

## Financial models:

* + 1. Validate and finalise the baseline and financial models, including the considerations and assumptions made.

## Commercial modelling:

* + 1. To provide insight to and evaluate the pros and cons of the proposed operating model and identify any associated constraints:
       1. ensuring transparency, equitability and customer choice;
       2. highlighting industry best practice and trends to inform spend, connections and traffic requirements for the model etc;
       3. enabling MNOs to provide the Value Added and Supplementary Services; providing a route map of possible limitations and restrictions for the proposed solution;
       4. enabling providers of related services to be part of the PSMS ecosystem;
       5. ensuring the project objectives are met in the most cost effective way, minimising capital expenditure;
       6. ensuring billing requirements of the customer and service delivery are met;

## Technical model

* + 1. Advise on the best approach for supporting EUICC / ESIM and associated capability to ensure full number portability / seamless service transition between host MNOs, consideration should be given to how this capability may develop over time and what obligations the Authority will need to place on the MNOs;

## Advice on the proposed model for inclusion of possible core components detailing any benefits/possible constraints, a route map to future evolutions should also be given (for example 5G);

## Review options for potentially making use of the big data generated by the service, advising on opportunities for extending efficiencies, risks and mitigations.

## Industry recommendations

## Review recommendations made by the PSMS Industry Working Group (IWG) and advise how these should be incorporated into the Full Business Case.

# MANAGEMENT INFORMATION/REPORTING

## Weekly / monthly MI reports with contract and project status updates.

## Structured knowledge handover to CCS project team on completion of contract.

# CONTINUOUS IMPROVEMENT

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier will present new ways of working to the Customer during monthly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Customer’s attention and agreed prior to any changes being implemented.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Customer’s vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

## All Successful Supplier staff shall be cleared to SC level. The Customer shall require sight of this up-front for any members of staff who will be undertaking the work related to this procurement.

# CONTRACT MANAGEMENT

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# LOCATION

## The location of the Services will be carried out at the Supplier’s discretion, however attendance at the Customer’s offices in London and Norwich may be required. Further details regarding specific location addresses shall be disclosed upon Contract Award.

**ANNEX B – PRICE SCHEDULE**

[REDACTED]

**ANNEX C – CALL OFF TENDER**

**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 | [REDACTED] |
| Signature | [REDACTED] |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date |  |