

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference:	61302771 – Defence Food Forecasting Diagnostic Project
The buyer:	Ministry of Defence
Buyer address:	Abbey Wood, Bristol, BS34 8JH
The supplier:	PA Consulting Services Ltd
Supplier address:	10 Bressenden Place, London, SW1E 5DN
Registration number:	414220
DUNS number:	211000617
Sid4gov id:	211000617

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 21/02/2022.

Date of Issue: 21/02/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: 6

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 17 (MOD Terms)
4. CCS Core Terms (version 3.0.10)
 5. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Call-off deliverables:

SOR No	Task	Deliverable	Acceptance Criteria
5.1.1	Mobilise & manage diagnostic	<ul style="list-style-type: none">• Hold project initiation meeting with DJS and Project Mgr	Acceptance by Authority Project Mgr

		<ul style="list-style-type: none"> • Develop RAIDO matrix • Deliver engagement schedule • Develop project plan/schedule • Conduct bi-weekly reviews with the Project Mgr • Deliver an end-of-project recommendations outbrief to DJS 	
5.2.1	Understand and document the 'as is' environment	<ul style="list-style-type: none"> • Conduct focused interviews/workshops with senior leaders and stakeholders to understand & document: governance, process owners and hand-offs, systems, data owners (including flows and taxonomy) and organisational boundaries • Develop RAIDO matrix • Deliver PFD & SIPOC table • Deliver stakeholder map • Deliver data dictionary • Identify areas for improvement 	Acceptance by Authority Project Mgr
5.3.1	Examine options for increased effectiveness and efficiency	<ul style="list-style-type: none"> • Investigate what options exist to conduct more effective forecasting for operational 	Acceptance by Authority Project Mgr

		feeding including (but not limited to): governance; tools (both Authority-owned and COTS); people; skills; data; and processes. <ul style="list-style-type: none"> • Deliver 'to be' blueprint • Outline and define benefits (both cash and non-cash) on a by-option basis • Advise on Key Performance Indicators 	
5.4.1	Provide recommendations and underlying evidence	<ul style="list-style-type: none"> • Deliver final summative report • Deliver supporting evidence to inform an Option/OBC in future 	Acceptance by Authority Project Mgr

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £99,831.00 (Ex VAT).

Call-off charges

All prices shall be in Great British Pounds (£)

Pricing cannot exceed your maximum framework prices

All pricing shall be exclusive of VAT

All pricing shall be firm

All changes to the Charges must use procedures that are equivalent to those in

Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

The payment method is detailed at Call Off Schedule 17 (MOD Terms) – DEFCON 522.

Buyer's invoice address

Ministry of Defence
DBS Finance
Walker House, Exchange Flags
Liverpool,
L2 3YL

Buyer's authorised representative

Mr Matthew Long
Commercial Manager
matthew.long112@mod.gov.uk
Abbey Wood, Bristol, BS34 8JH

Buyer's security policy

Appended at Call-Off Schedule 17 (MOD Terms).

Supplier's authorised representative

Tim Smail
Tim.Smail@paconsulting.com
PA Consulting, 10 Bressenden Place, London, SW1E 5DN

Supplier's contract manager

Tim Smail
Tim.Smail@paconsulting.com
PA Consulting, 10 Bressenden Place, London, SW1E 5DN

Progress report frequency

To be decided in start-up meeting

Progress meeting frequency

To be decided in start-up meeting

Key staff

Gavin Emmerson
Project Lead
gavin@squarcle.co.uk
32 Fountain Drive, Roberttown, Liversedge, West Yorkshire. WF15 7PX

Key subcontractor(s)

Organisation Name(s) – PA Holdings Ltd

Organisation Name(s) - Squarcle Consulting Limited

Company Registration Number - 12527609

Registered Address(ees) - 32 Fountain Drive, Roberttown, Liversedge, West Yorkshire, United Kingdom, WF15 7PX

Contact Details - Mark Bragg, 07743 227290, sales@squarcle.co.uk

Services to be provided – Consultancy / Lean and operations planning

Organisation Name(s) - Techmodal Limited

Company Registration Number - 05642844

Registered Address(ees) - PO Box 87, Warwick House, Farnborough Aerospace Centre, Farnborough, Hampshire, England, GU14 6YU

Contact Details - David Casey OBE, +44 (0)77 7649 5290, d.casey@techmodal.com

Services to be provided – Consultancy / Data science analytics

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Available online at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature:



Name: Tim Smail

Role: Member of PA's Management Group

Date: 24/02/2022

For and on behalf of the Buyer:

Signature: *Matt Long*

Name: Matthew Long

Role: Commercial Manager

Date: 21/02/2022

ANNEX A

Call-Off Schedule 17 (MOD Terms)

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
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"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
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"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;
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2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the

Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFFORMS listed in Appendix 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4 Authorisation by the Crown for use of third party intellectual property rights

- 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

APPENDIX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>. The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
522	11/21	Payment and Recovery of Sums Due
658	09/21	Cyber "Further to DEFCON 658 the Cyber Risk Profile of the Contract is "Low", as defined in Def Stan 05-138."
659A	09/21	Security Measures

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description