Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Call Off Order Form for Management Consultancy Services

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12/08/2013

Covid-19 Support Services for Commercial and Operations

To

Department for Business Energy and Industrial Strategy

From

PA Consulting

Contract Reference: CCCC20A64

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

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 Agreement for the provision of COVID-19 Support Services for Commercial and Operations 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 confirmed post award)** |
| From | **Department For Business Energy and Industrial Strategy**  **("CUSTOMER")** |
| To | **PA Consulting Limited**  **("SUPPLIER")** |
| Date | **29/05/2020**  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 28/04/2020 |
|  | **Expiry Date:**  End date of Initial Period: **29/05/2020**  End date of Extension Period: **29/06/2020**  Minimum written notice to Supplier in respect of extension: **1 week** |

1. Services

|  |  |
| --- | --- |
| 2.1. | **Services required**: The purpose of this requirement is to:Provide support to the T&E Head of Programme Management Office on the Provide support to the T&E Head of Programme Management Office on the management and reporting of issuesEstablish an operational way of working whereby the team are clear as to the pipeline of demands upon them, progress being made, blockages addressed, and effective reporting provided to stakeholdersProvide the T&E Head of Programme Management Office support to ensure the provision of best practice PMO support to the wider Commercial team (and alignment with the Digital team and wider Corporate Services team)The preparation of key project documents including stakeholder map / RACI, plan and cost of work, risk and issue logs, fortnightly summary reportsProvide options for a longer-term solution to support the work of the team based on evolving requirements (if required)The outcome of the engagement will be:A fully effective commercial function that meets the needs of BEIS and wider stakeholdersImproved coordination and consistency between the function and other key stakeholders, reducing confusion and inconsistency between different stakeholders and better understanding of issues. |

1. PROJECT Plan

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| --- | --- |
| **3.1.** | **Project Plan**:  The Supplier shall provide the Customer with a draft Project Plan for Approval within 3 Working Days from the Call Off Commencement Date |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 (Standards and Quality) |
| **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**:  **REDACTED** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Clause 28.2 of the Call Off Terms |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  This contract shall not exceed £61,200.00 ex VAT  REDACTED TEXT |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**:  Permitted in accordance with Department For Business Energy and Industrial Strategy Travel & Subsistance Policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Civil Contingencies Secretariat, 35 Great Smith St, London, SW1P 3BQ |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Entirety of Contract period, including extension options. |
| **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:  **N/A** |
| **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 £61,200.00 |
| **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):  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 42.7.1 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:**  **N/A** |
| **9.2** | **Commercially Sensitive Information**:  **N/A** |

1. 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**:  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):  Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  **REDACTED** |
| **10.10** | **Transparency Reports**  Not Applied |
| **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)**  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 |
| **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 | **REDACTED** |
| Signature | **REDACTED** |
| Date | **REDACTED** |
| **For and on behalf of the Customer:** | |
| Name and Title | **REDACTED** |
| Signature | **REDACTED** |
| Date | **REDACTED** |