

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 RM6008 Management Consultancy Services Two (MCF2) Lot 4 Strategic 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	CS21026
From	Department for Business, Energy & Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN ("SUPPLIER")
Date	17/02/2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 24th February 2021
1.2.	Expiry Date: 31st March 2021 End date of Initial Period: 31st March 2021 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services)</p> <p>As per Section 4 – Specification of the Mini Competition document entitled “CS21026 – Delta – Mini Competition v4”.</p> <p>1. <u>Introduction</u></p> <p>The Industrial Energy Directorate sits at the heart of the Government’s commitment to delivering net zero emissions across the UK economy by 2050. The Directorate will contribute to this goal by incentivising and supporting industry to reduce their emissions and invest in innovative, clean technology. Our projects will transform industrial energy use and help businesses to seize the opportunities of clean growth in the global economy.</p> <p>2. <u>Aims & Objectives</u></p> <p>The Industrial Energy Delivery Team is looking for specialist external resource to deliver a package of predefined outputs to develop policies to decarbonise industry. These policies need to be developed rapidly ahead of the 26th UN Climate Change Conference (COP26) in late 2021, to meet carbon budgets targets, and to fit within the Industrial Decarbonisation Strategy. We are looking to rapidly accelerate our policymaking across a number of areas through February-end March 2021 including:</p> <ul style="list-style-type: none">• Improving the reporting of industry performance against government policy• Policies for decarbonisation of small industrial sites• Linked policies that will further support the decarbonisation of the industrial sector <p>The pace of work will be significant, and a suitably resourced team to develop and deliver robust policy options in the time available will be essential.</p> <p>3. <u>Objectives</u></p> <p><u>Data Collection objectives include:</u></p> <ul style="list-style-type: none">• We are conducting a longer-term piece of work to better coordinate existing initiatives on industrial decarbonisation data collection in BEIS and improve the access to data for government policymaking on industrial decarbonisation, specifically through ensuring better collection of data and use of data that already exists.• Support is required to identify opportunities to improve the industrial decarbonisation data landscape over the longer-term to provide us with sources of data which are able to underpin ongoing policy development and monitoring the effect of policies.
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- Ensuring that data access agreements for data sources are standardised and future-proofed, so that data can be collected once and then analysed by all.

Policies for decarbonisation of small industrial sites:

1. We want to build our policy evidence on small and dispersed sites. We will engage stakeholders specifically on this policy to build evidence on small sites and use international benchmarking.
2. We think we need to define small and dispersed sites precisely, and create tailored, separate policy packages for:
 - a. Small dispersed sites: industrial SMEs, outside of the Emissions Trading System (ETS) and far from clusters
 - b. Dispersed sites: Energy intensive sites, outside of clusters
3. We think that the Small Sites policy development will involve co-ordination and prioritisation across a range of policy areas, as well as specific policy development – ensuring they are represented in other Industrial Energy/Net Zero policies. We want to link this policy development with work on energy efficiency (likely to be a mixture of a) enhanced existing regulation; b) new regulation; and c) comms/behaviour change) given its critical importance in the 2020s (the highest energy efficiency potential is in the dispersed sites sectors)

Policies linked to the above areas:

There are a number of policies linked to the above policy areas which are being identified and scoped. These policies will be shared with the winning supplier. The provider will need to consider these alongside the small sites and data in order to create a balanced picture. Some of these policies are enablers of wider change in industrial decarbonisation (e.g. jobs and skills).

- Map and track linked policies, including policy conflicts and dependencies.
- Produce policy documentation as required.

4. Background to the Requirement

We are looking for a supplier to provide consultancy support in specific policy areas:

- Data Collection
 - Although there are a number of data sources available to underpin policy development, industrial decarbonisation could be more granular and coherent. There are also gaps in our data sets.
- Policies for decarbonisation of small industrial sites
 - The majority of industrial emissions are concentrated within 6 very different clusters, and BEIS is driving forward an Industrial Clusters Mission to decarbonise these. However, a significant number of medium and small sites are outside these clusters and we are developing policy to address their decarbonisations needs.

Upon commencement of the contract and in order to facilitate an effective process, BEIS shall share existing work that we have already started, to the successful supplier for review. As the projects develop further areas that support the decarbonisation of industry will be

investigated as part of this scope. These are likely to include the detailed mapping of dependencies between industrial decarbonisation and other sectors, and other potential levers that can help drive the decarbonisation of industry.

5. Scope

We expect the successful supplier to provide policy thinking and expect outcomes that include:

- well-tested recommendations;
- business case documentation;
- various supporting policy documentation; and
- reporting documentation.

This contract will run for just under 2 months, and across specific policy areas and linked policy areas. The pace of work will be significant, and a suitably resourced team with 9 people as a minimum number of resources to develop and deliver robust policy options in the time available will be essential.

Data Collection:

- Initial data mapping of existing data sources on key metrics including
 - Energy consumption
 - Industrial emissions
 - Industrial company economics
 - Technologies
 - Place-based metrics
 - Impact of policies
- Analysis of how this data is collected, stored and managed – including a taxonomy
- Mapping existing data sources against ongoing research/analytical questions we are looking to answer to underpin policymaking, and identifying initial priority gaps in data
- Developing proposals on how to fill the “gaps” in data collection, or at least the most relevant ones for policymaking, and proposals for better consolidation of internal and externally available data.
- Working up any proposals for new data collection projects (based on identified needs) e.g., through site audits.
- Consider how to work (including with non-BEIS bodies) to streamline the collective process of data gathering from industry and the possibility of developing more comprehensive and consistent public databases on industrial decarbonisation issues.

Decarbonisation of small industrial sites:

The successful supplier will help us grow this policy in the following areas:

- Better understanding small and dispersed sites’ characteristics in relation to Net Zero, their capacity and appetite for change.
- Defining and detailing specific industry segments to help tailor our policies accordingly.
- Developing our sector evidence to understand which parts of small and dispersed industry (e.g. Glass, ceramics, manufacturing) will need most support.

6. Requirement

The successful supplier will be required to provide specialist strategy, policy and project management services to support Industrial Energy Directorate Projects, including:

- Progressing our policy delivery following the outcome of the cross-government spending review, culminating in new, well-tested draft policies by Spring 2021
- Developing the policy for small and dispersed industrial sites, including understanding company characteristics and motivations of key decision-makers, as well as the interdependencies and trade-offs with different technology routes
- Develop a package of policy options based on evidence, the Directorate's strategy, the business case for roll-out of different technologies and other decarbonisation actions by industry
- Developing empathetic solutions which are minimally burdensome for business but which achieve the objectives of the Directorate's strategy
- Developing a light-touch strategy on sources of information for industrial decarbonisation which includes a plan for improving reporting
- Working closely and constructively with stakeholders as these policies and processes are developed
- Weekly progress reports and a final report at the end of the contract

Location of services and Meetings:

Due to the current Covid Pandemic, the services will be carried out remotely, at the supplier's location. All meetings and communications will be done via Microsoft Teams.

BEIS will set up a shared folder to exchange documents. The successful suppliers proposed team will work alongside BEIS to help in the development of the policy areas outlined above. A weekly meeting will be required with Ad Hoc daily meetings as required.

7. Timetable

Work on the policy areas will run in parallel to each other across the contracted period. The key outcomes we expect are well-tested recommendations and various supporting policy documentation.

- We will have an initial meeting in the first week of the contract i.e. day 1, week 1
- Weeks 1-2: Initial policy and evidence findings
- Weeks 3-5: Initial policy recommendations
- Weeks 5-7: Final draft policies with outline implementation - The draft policy is expected to be submitted to BEIS no later than by the end of week 7 for review / consideration. BEIS will provide feedback and expect the successful bidder to take on board any comments or actions required prior to the final submission.

The pace of work will be significant, and a suitably resourced team to develop and deliver robust policy options in the time available will be essential.

NB: this is an indicative timeline and may have to be adjusted to fit with internal governance and policy development timelines

	<p>8. <u>Payment</u> The successful supplier will be paid based on delivery of the policy milestones outlined in the timetable above.</p> <p><u>Terms and Conditions</u></p> <p>Bidders are to note that any requested modifications to the Framework Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan: In Call Off Schedule 4 (Project Plan)</p> <p>The Supplier shall provide the Customer with a working draft Project Plan within 3 Working Days from the Call Off Commencement Date. The Supplier is to draft the project plan in accordance with the Specification detailed in the Competition document.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Best industry and professional practice shall be adopted by the Supplier in accordance with Clause 11 of the Call Off Terms</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>10 working days in accordance with Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>REDACTED REDACTED</p>
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	REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) REDACTED
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: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street, London, SW1H 0ET or procurement@services@uksbs.co.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call Off Contract charges fixed for the duration of the contract.
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: Not applied
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:
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	The sum of £290,250.00 excluding VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 (b) shall apply in accordance with the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38.3 shall apply in accordance with the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); The Customer expressly reserves the right to terminate this Call Off Contract for material Default in accordance with Clause 42.2. 1(d) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to 20 days.
8.3	Undisputed Sums Limit: If the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form) in accordance with Clause 43.1.1 of the Call Off Terms shall apply.
8.4	Exit Management: Call Off Schedule 9 (Exit Management) of the Call Off Terms shall apply

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The supplier is expected to seek approval from the Customer before publishing or sharing any commercially sensitive data. The Supplier is to clarify with Customer what constitutes 'commercially sensitive' when unsure. The Supplier shall also adhere to the terms set out in Clause 35.4 of the Call Off Terms.

10. 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: Recital D - date of receipt of Call Off Tender:
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not applied
10.3	Security: Paragraphs 1 to 5 of Schedule 7 (Security) of the Call Off Terms shall apply.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data Paragraphs 1 to 8 of Clause 35.2 of the Call Off Terms shall apply.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET Supplier's postal address and email address: PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN shaun.delaney@paconsulting.com
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) REDACTED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) The supplier might handle commercially sensitive information from industrial firms. There should be a possibility to restrict reproduction and circulation of documents
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17

	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>BEIS Data Protection Officer Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET Email: REDACTED</p> <p>2. The contact details of the Suppliers Data Protection Officer is: REDACTED</p> <p>The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>Any such further instructions shall be incorporated into this Schedule.</p>
Contract Reference:	CS21026
Date:	24th January 2021
Description Of Authorised Processing	<p>Details: The service provider will be required to provide specialist strategy, policy and project management services to support Industrial Energy Directorate Projects, including:</p> <ul style="list-style-type: none"> • Progressing our policy delivery • Conducting a review of existing regulation and policies • Developing a package of policy proposals • Developing the policy for small and dispersed industrial sites • Developing a light-touch strategy on sources of information for industrial decarbonisation • Working closely and constructively with stakeholders as these policies and processes are developed
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</p>

	<i>The suppliers will help in developing and progressing policy development. BEIS will hold the data and the suppliers will assist in processing that data.</i>
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	Processing will take place from the start of the contract, 16th of February 2021, to the end of the contract (including optional extension), 30 th June 2021. For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	<p>The purpose is to transform our policy-making approach across these areas:</p> <ul style="list-style-type: none"> • improving the reporting of industry performance against government policy • regulating to improve energy efficiency in industry • policies for decarbonisation of small industrial sites <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<p>Full name</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Job title or role</p>

		Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract
	Categories of Data Subject	<p>MUST BE COMPLETED – SEE COMMENT OPPOSITE.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p> <p>Potentially personal data from business representatives, sole traders.</p>
10.16	MOD DEFCONs and DEFFORM	
	Not Used	

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	18.02.2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	19/02/2021