

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: PA000000000TBC

The buyer: Defence Science and Technology Laboratory "Dstl"

Buyer address: Porton Down, Salisbury, Wiltshire SP4 0JQ

The supplier: PA Consulting Services Limited

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

14th February 2022

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

Call-off lot: Three (Complex & Transformation)

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 can not 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. 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.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

Termination:	Termination for convenience shall be 30 calendar days' notice replacing core term 10.2.2.
Call-off start date:	1 st April 2022
Call-off expiry date:	31 st March 2025
Call-off initial period:	36months, the call off contract will not exceed 44months from commencement date
Call-off deliverables:	See document Dstl-NSDP-Call-Off-Schedule-20-Specification

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:

REDACTED Under FOIA Section 43, Comment

exclusive of VAT

Call-off charges:	See document Dstl-NSDP-Pricing-Schedule
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This is a fixed price Call-Off Contract. The structure of the milestone charges will be finalised between the part during mobilisation and milestone 1.

If this Call-Off Contract is terminated by the Buyer before completion of a particular Milestone, the Supplier may invoice the Buyer and the Buyer shall pay the Supplier, on a time and materials (T&M) basis for Services performed up to the date of termination. The pricing shall not exceed the maximum framework prices and shall be constructed using the Supplier timecard data and MCF3 framework ratecards. The data and information shall be presented to the Buyer to evidence the charges for those services performed up to the date of termination.

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

Valid invoices shall be submitted against a valid Purchase Order for BACS payment by the Buyer.

Payment will only be made following satisfactory delivery and acceptance by the Buyer of the Call-Off Contract output deliverables.

Buyer's invoice address

Invoices can be submitted by either post or email to:

Post: Dstl Accounts Payable, PO Box 325, Portsdown West, Portsdown Hill Road, FAREHAM, HANTS PO14 9HL

Email: REDACTED Under FOIA Section 40, Personal Information

Buyer's authorised representative

REDACTED Under FOIA Section 40, Personal Information

NISSS Programme Manager

REDACTED Under FOIA Section 40, Personal Information

Dstl, Porton Down, Salisbury, Wiltshire SP4 0JQ

Buyer's security policy: See documents Dstl-NSDP-Call-Off-Schedule-20-Specification, Dstl-NSDP-Call-Off-Schedule-9-Security and Dstl-NSDP-SAL.

The Supplier shall operate in accordance with the Security Aspects Letter as amended from time to time and any Security Policy or instruction from the Buyer.

Supplier's authorised representative

REDACTED Under FOIA Section 40, Personal Information

PA Member of the Management Group

REDACTED Under FOIA Section 40, Personal Information

10 Bressenden Place, Westminster, SW1E 5DN

Supplier's contract manager

REDACTED Under FOIA Section 40, Personal Information

PA Assignment Manager

REDACTED Under FOIA Section 40, Personal Information

10 Bressenden Place, Westminster, SW1E 5DN

Progress report frequency:

Refer to document Dstl-NSDP-Call-Off-Schedule-20-Specification

Progress meeting frequency:

Refer to document Dstl-NSDP-Call-Off-Schedule-20-Specification

Key staff

REDACTED Under FOIA Section 40, Personal Information

PA Member of the Management Group

REDACTED Under FOIA Section 40, Personal Information

10 Bressenden Place, Westminster, SW1E 5DN

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PA Assignment Manager

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10 Bressenden Place, Westminster, SW1E 5DN

Key subcontractor(s)

PA Holdings Limited

LA International Computer Consultants Ltd

Commercially sensitive information

No.	Item(s)	Duration of Confidentiality
1	Identity of professional staff and skills experience	5 years
2	Fee rates for professional staff	5 years
3	PA Consulting proprietary Methodologies and Tools	5 years

Service credits

Not Applicable

Dependencies

The delivery of activities and outputs defined in the Dstl-NSDP-Call-Off-Schedule-20-Specification is also subject to the following dependencies:

- Access to the Buyer's sites
- Timely availability of IT hardware and software for the Supplier's personnel
- Timely availability of the Buyer's personnel to participate in meetings and workshops
- Timely access to the Buyer's primary IT incumbent service provider (SSL) personnel
- Past, present, and future outputs and activities of the Buyer and/or other external suppliers, excluding work undertaken previously by the Supplier, being delivered on-time and in line with Good Industry Practice, where such outputs and activities impact the Supplier. For example, this may include things such as the other external supplier designing and implementing the Service Management processes which is required by the Supplier to meet one or more of its obligations under this call-off contract.

Additional insurances

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

Not Applicable

Buyer's environmental and social value policy

Accessible through: <https://www.gov.uk/government/publications/dstl-environmental-sustainability-policy-statement/dstl-environmental-sustainability-policy-statement-policy-purpose>

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:

REDACTED Under FOIA Section 40, Person

Signature:

Name: REDACTED Under FOIA Section 40, Pers

Role: Member of PA Management Team

Date: 21st March 2022

For and on behalf of the Buyer:

REDACTED Under FOIA Section 40, Personal Informati

Signature:

Name: REDACTED Under FOIA Section 40, Personal Information

Role: Commercial Manager

Date: 22nd March 2022

JOINT SCHEDULES

Joint Schedule 1 - Definitions



Dstl-NSDP-Joint-Schedule-1-Definitions.odt

Joint Schedule 2 – Variation Form



Dstl-NSDP-Joint-Schedule-2-Variation-Form

Joint Schedule 3 – Insurance Requirements



Dstl-NSDP-Joint-Schedule-3-Insurance-Requirements

Joint Schedule 4 – Commercially Sensitive Information



Dstl-NSDP-Joint-Schedule-4-Commercially-Sensitive-Information

Joint Schedule 5 – Corporate Social Responsibility



Dstl-NSDP-Joint-Schedule-5-Corporate-Social-Responsibility

Joint Schedule 10 – Rectification Plan



Dstl-NSDP-Joint-Schedule-10-Rectification-Plan

Joint Schedule 11 – Processing Data



Dstl-NSDP-Joint-Schedule-11-Processing-Data

CALL-OFF SCHEDULES

Call-Off Schedule 3 – Continuous Improvement



Dstl-NSDP-Call-Off-S
chedule-3-Continuous

Call-Off Schedule 7 – Key Supplier Staff



Dstl-NSDP-Call-Off-S
chedule-7-Key-Supplie

Call-Off Schedule 9 – Security



Dstl-NSDP-Call-Off-S
chedule-9-Security.odt

Call-Off Schedule 15 – Call-Off Contract Management



Dstl-NSDP-Call-Off-S
chedule-15-Contract-M

Call-Off Schedule 16 – Benchmarking



Dstl-NSDP-Call-Off-S
chedule-16-Benchmar

Call-Off Schedule 17 – MOD Terms



Dstl-NSDP-Call-Off-S
chedule-17-MOD-Term

Call-Off Schedule 20 – Call-Off Specification



Dstl-NSDP-Call-Off-S
chedule-20-Specificati

TENDER SUBMISSION

REDACTED Under FOIA Section 43, Commercial Interests

NSDP – PRICING SCHEDULE

Attachment 4 - RM6187 Pricing Schedule

Procurement name:	Dstl - NISSS Service Delivery Partner
Procurement reference:	Dstl - NISSS Service Delivery Partner
RM6187 Lot number	Lot 3
Supplier to insert name	PA Consulting Services Ltd

If your project is split into numerous activities which you would like priced separately please include below	Price
Deputy Programme Manager	
Programme Management Office (PMO) Function	
Project Management Function	
Scheduling	
Governance	
Reporting	
Documentation	
Benefits Management & Realisation	
Business Change and Communications Management	
Financial Management	
Technical Delivery Requirements	
Technical Delivery to Procurement	
Technical Delivery to Transition	
Technical Delivery to SIAM Design & Build	
Supplier to provide a detailed milestone payment schedule confirming the milestones, amounts, deliverables etc. - see across	Total fixed price
Total fixed price including all expenses but excluding VAT	5890000.00

Detailed Milestone Payment Schedule

Per your instructions, we have sought to provide a transparent breakdown of the milestones and associated deliverables.

We have broken down the costs to show fees for ongoing activities (typically monthly) and additional milestones based on technical delivery or surges in additional activity. Our cost profile is based on the scope, approach, timescales and assumptions included in the requirements and our proposal.

Period	Date	Programme Leadership, Delivery and Business Change		Procurement, Approvals and Technical Advice		Total
		Deliverables	Fees	Deliverables	Fees	
T+1	REDACTED Under FOIA Section 43, Cor		REDACTED Under FOIA Section 43, Cor	BC&C - D1	REDACTED Under FOIA Section 43, Cor	
T+2				BMR - D2, TDR - D3		
T+3		DPM - D1 & 2				
T+4		PMO - D1-5		TDR - D2		
T+5		PM - D1 & 3		TDP - D1		
T+6		S - D1-5				
T+7		G - D1-3				
T+8		R - D1				
T+9		D - D1		S - D6, TDP - D2		
T+10		BMR - D1 & 3		FM - D2		
T+11		BC&C - D2-6		TDP - D3-4		
T+12		FM - D1, 3 & 4				
T+13		TDR - D1				
T+14		TDS - D3-5				
T+15				MPM - D3, PM - D2, TDS - D2		
T+16				TDP - D5, TDT - D1		
T+17		As above and including:		TDT - D3		
T+18						
T+19						
T+20		TDP - D6				
T+21		TDT - D2, 4 & 5				
T+22		TDS - D1				
T+23						
T+24				PM - D4, D - D2		
						5890000.00