

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 Support to the UK Freeports Programme dated **29th July 2021**.

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	CPD 004/121/213
From	Ministry of Housing Communities and Local Government ("CUSTOMER")
To	PA Consulting Services Limited ("SUPPLIER")
Date	29th July 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 5th August 2021
1.2.	Expiry Date: 3rd August 2022 End date of Initial Period: 12 months from Contract Start Date 4th August 2022 End date of Extension Period: Upto 48 months from contract start date . This may be in any increment depending on funding approval and business need. E.G 1+1+1+year or 1+2+1 year The Authority is under no obligation to extend the contract. Extensions must be enacted via a formal contract amendment. The first option period will not be for a period of less than 12 months Minimum written notice to Supplier in respect of extension: 10 calendar days

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services) as detailed in the Statement of Requirement Appendix B and as provided in the tender response which will form Appendix D to the contract</p> <div data-bbox="368 383 421 443" data-label="Image"> </div> <p>Appendix B - Statement of Requirement</p> <p>This contract is for a multi-disciplinary partner to work with the Ministry of Housing Communities and Local Government, Cities and Local Growth Unit's (CLGU) to support the delivery of the UK's Freeports Programme. The supplier will provide challenge and strategic advice to improve the quality and delivery of Freeports plans and proposals.</p> <p>This support will encompass four functions:</p> <ol style="list-style-type: none"> 1. Strategic advice: The supplier will act as a 'critical friend' to prospective Freeports, offering independent, expert, and constructive assessment of work to support the development of business cases and other key products. The supplier will work <i>with</i> prospective Freeports, offering advice and feedback on work rather than doing the work themselves. We expect a minimum level of service to be available to all prospective Freeports, with additional support for those with greater needs. 2. Shared products and learning: The supplier will conduct work that is more effectively done centrally, sharing resources across all prospective Freeports, and facilitating peer learning. 3. Programme support and advice: The supplier support programme delivery by the MHCLG Freeports Delivery Team. 4. Troubleshooting draw-down service: The supplier will be ready to mobilise expert support at pace should any critical delivery issues arise. This is likely to be reserved for Freeports falling behind the Government's timelines.
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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 draft Project Plan for Approval within 5 Working Days from the award of the contract.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <ul style="list-style-type: none"> • Cyber Essentials • Subject always to the exercise of Good Industry Practice:
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	<ul style="list-style-type: none"> • The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration via collaborative working • The Supplier should present new ways of working and ongoing learning to the Authority during monthly Contract review meetings. • Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented. • ISO 44001 in collaborative working or equivalent <p>[Appendix D – Tender response Redacted]</p>
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: As per clause 14 of Appendix B – Statement of Requirements and as provided in suppliers tender response (Appendix D) as agreed with the Authority. Contained within Appendix A – Governance and Reporting Schedule
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 working days

5. PERSONNEL

5.1	Key Personnel: <u>Core Delivery Team</u> [Redacted]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

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) As per Rates Card as provided in tender response Capped contract value for year 1 Core Support - £3 million (ex VAT)
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	Capped Contract Value for Troubleshooting - upto an additional £2 million (ex VAT) – This is subject to the 2021 Government Spending Review. This money is yet to be approved and exact figure may vary.
6.2	Payment terms/profile In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment, and Invoicing) Monthly in arrears for services delivered
6.3	Reimbursable Expenses: Travel and Subsistence shall be included in the rates provided. All reimbursable expenses are expected to be included in the rates. Any exceptional expenses may be permitted if prior approved and agreed by the Authority and robustly justified by the Supplier. Expenses which are not prior approved and agreed with by the Authority may be rejected.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment, and Invoicing)): CP2P TEAM, MHCLG, 4TH FLOOR, HIGH TREES, HILLFIELD ROAD, HEMEL HEMPSTEAD, HP2 4XN
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment, and Invoicing)): Duration of 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: 6 months of each Call Off Contract Year during the Call off Contract Period
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)): Allowable, capped at inflation (CPI index) as of 1 st April of that year. Supplier requests to increase in the call off contract charges are subject to the Authorities written approval. Requests shall not be retrospective. The supplier must demonstrate that they have made continuous improvements from the previous year in order to submit a request to increase in the call off contract charges, examples of which may include; streamlining services and/or achieve costs savings. This must be backed up with evidence. Price increases shall not exceed over-arching framework rates.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
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	<p>The sum of £5 million (Capped)</p> <p>Core Support up to £3 million (estimated)</p> <p>Trouble Shooting up to £2 million (estimated)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms).</p> <p>125% year 1 estimated charges</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £3 million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £3 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £3 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim.</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2 of the Call Off Terms):</p> <p>The percentage of "80%" in Clause 42.2.1(c) shall be amended to 50%</p>
8.2	<p>Termination without cause notice period (Clause 42.7 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 42.7 shall be amended to 20</p>
8.3	<p>Undisputed Sums Limit:</p> <p>The wording "<i>one month's average Call Off Contract Charges</i>" in Clause 43.1.1 shall remain</p>
8.4	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management)</p> <p>The contractor will supply any requested TUPE information within one month of request.</p>

9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>The supplier may need to visit or work in secure areas, but may only do so at the invitation of and under the supervision of the entities who manage the areas in question.</p>
9.2	<p>Commercially Sensitive Information:</p>

	[Redacted]
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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: 17/05/2021 Recital D - date of receipt of Call Off Tender: 17/05/2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not applicable
10.3	Security: Select long form security requirements AND Security Policy Supplier may carry out there own pentration testings and share the report with MHCLG.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be two weeks
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): N/A
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Housing Communities and Local Government 2 Marsham Street London Supplier's postal address and email address: [Redacted]
10.10	Transparency Reports

	In Call Off Schedule 13 (Transparency Reports) Contained within Appendix A – Governance and Reporting Schedule	
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) [Redacted]	
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) n/a	
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). [Redacted]	
10.15	Processing Data Call Off Schedule 17	
	Description Of Authorised Processing	Not Applicable
	Categories of Data Subject	Not Applicable

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	4/08/21

For and on behalf of the Customer:

Name and Title	[Redacted]
Signature	[Redacted]
Date	5/08/21