Crown Commercial Service

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

Call Off Order Form for Management Consultancy Services

RM6008 Lot 3

**701400373- Provision of External Support for Portsmouth Naval Base 2021 Operational Model Transition**

**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 Business Consultancy Servicesdated 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 | 701400373 |
| From | Ministry of Defence("CUSTOMER") |
| To | PA Consulting Services Ltd("SUPPLIER") |
| Date  | 16 December 2020("DATE") |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 4 January 2021 |
| * 1.
 | **Expiry Date**:End date of Initial Period: 30 April 2021 |

1. Services

|  |  |
| --- | --- |
| 2.1.  | **Services required**: As detailed in Statement of Requirements |

1. PROJECT Plan

|  |  |
| --- | --- |
| **3.1.**  | **Project Plan**: Not Required |
|

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Milestone** | **Deliverables** | **Duration** | **Milestone Date** | **Customer Responsibilities** | **Milestone Payments** |
| As detailed in Statement of Requirements |

 |

1. contract performance

|  |  |
| --- | --- |
| **4.1.**  | **Standards**:As detailed in Statement of Requirements |
| **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**:  |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms): |

1. 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) |
| **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)):Invoices to be submitted via CP&F/Exostar |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Contract duration |
| **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:Not Applicable |
| **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 £250,000 maximum liability, if optional extension period invoked.Milestone 1 - 31 Jan 21 - £------Milestone 2 - £-----Milestone 3 - £-----Milestone 4 - £----- |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms); |
| **7.3** | **Insurance** (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 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:** |
| **9.2** | **Commercially Sensitive Information**: |

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**:Select short form security requirements |
| **10.4** | **ICT Policy:**Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**: Not applied**Disaster Period**:For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be **[***insert period of time***]** |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms): |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: Navy CommercialLeach BuildingWhale IslandPortsmouthPO2 8BYSupplier’s postal address and email address:  |
| **10.10** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) |
|

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE** | **CONTENT** | **FORMAT** | **FREQUENCY** |
| *Performance* |  |  |  |
| *Call Off Contract Charges* |  |  |  |
| *Key Sub-Contractors* |  |  |  |
| *Technical* |  |  |  |
| *Performance Management* |  |  |  |

 |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:** |
| **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)** |
| **10.14** | **Staff Transfer**Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**Call Off Schedule 17 |
|

|  |  |  |  |
| --- | --- | --- | --- |
| Contract Reference: |  |  |  |
| Date:  |  |  |  |
| Description Of Authorised Processing |  |  |  |
| Identity of the Controller and Processor |  |  |  |
| Use of Personal Data |  |  |  |
| Duration of the processing |  |  |  |
| Nature and purposes of the processing |  |  |  |
| Type of Personal Data |  |  |  |
| Categories of Data Subject |  |  |  |

 |
| **10.16** | **MOD DEFCONs and DEFFORM**Call Off Schedule 15 |
| **The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:** DEFCONs

|  |  |  |
| --- | --- | --- |
| DEFCON No | Version | Description |
|  |  |  |
|  |  |  |
|  |  |  |

DEFFORMs

|  |  |  |
| --- | --- | --- |
| DEFFORM No | Version | Description |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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**Statement of Requirements**

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1. **PURPOSE**
	1. As the MOD Authority charged with delivering the Portsmouth FMSP ‘Lot’, PNB must improve its internal performance to meet the challenge of delivering an increasing operational demand signal, via a more complex commercial framework, beginning with the introduction of FMSP from Oct 21. PNB has conducted elements of organisational recovery activity under MSDF since early 2019 but requires further support to fully realise and deliver design activity to complete the transition. FMSP will have a significant impact on PNB where the existing single supplier scope is being broken up into four market facing lots. This change has been designed to attract new operators into the enterprise but will require a more effective MOD Intelligent Customer to coordinate, integrate and hold to account. For this to be successful, PNB must become more agile and be sufficiently resourced to manage outputs from across the enterprise coherently, a process which is important now, but which will be critical when FMSP delivers commercial relationships with multiple partners from Oct 21. PNB must therefore improve internal processes and performance in order to meet the increasing demand across the site. An issue only accelerated by a demanding FMSP procurement timeline.
	2. Prior to FMSP contract start (Oct 21), further development of the Op Model design which will support the FMSP contract management function to an implementable level of detail is required. This will ensure the FMSP supplier integration and process management framework can begin delivering FMSP financial Benefits (circa £20m over 5 years in PNB) from day 1 of the contract. Through this framework, PNB will be able to apply FMSP incentivisation and co-working strategies across the enterprise, deliver the integration function and establish a resilient organisation capable of delivering against an increased demand signal.
2. **BACKGROUND TO THE aUTHORITY**
	1. Procurement of all 12 ‘Lots’ the FMSP Contract (4 of which are based at HMNB(P)[[1]](#footnote-2)) is being managed on behalf of Navy Command by DE&S under the headship of SRO, Cdre Graeme Little (DACOS Eng & Spt). Naval Bases fall within the 2\* Navy Command directorate of Director Force Generation (Dir FGEN).
3. **Background to requirement/OVERVIEW of requirement**
	1. Under the title ‘PNB 2021’, PNB has worked alongside the FMSP Design Authority since late 2018 to deliver the waterfront solution to the DE&S Central Team (CT) Op Model design. Endorsed by the SRO, the FMSP Operating Model places greater responsibility on the Naval Base for:

Supplier Performance Management

The delivery of planned outputs from Hard FM, Soft FM and Alongside Services Lots.

Coordination between the above and other FMSP Lots operating from the site in order to deliver operational outcomes (Naval Ship Support and Warehousing and Distribution. Coordination via the Service Delivery Integration Group).

The realisation of PNB’s committed contribution to planning benefits totalling £199m over the 5 years of the contract.[[2]](#footnote-3)

* 1. PNB has responded to each of these challenges, adopting the broad FMSP Op Model principles as designed by DE&S to deliver them. What remains is realising the detail of the core contract management function which sits at the centre of the Service Delivery Group structure. PNB is more than doubling its Intelligent Customer resource to support the FMSP contract management function. Commercial procurement of FMSP has placed a significant burden on NB personnel. Coupled with ongoing delays to the procurement and recruitment of the above additional personnel (who’s early deliverables in post would have been to assist with this work), further support is required to develop the broad model to the implementable level of detail required ahead of 1 Oct 21.
	2. N/A
1. **definitions and acronyms**

|  |  |
| --- | --- |
| Expression or Acronym | Meaning  |
| BAU | Business as Usual |
| DE&S | Defence Equipment & Support |
| Dir FGEN | Director Force Generation (RAdm Martin Connell) |
| FMSP | Future Maritime Support Programme |
| FOC | Future Operating Capability |
| IOC | Initial Operating Capability |
| MIDAS | Management of Information, Data Analytics and Support |
| MOD | Ministry of Defence |
| MSDF | Maritime Support Delivery Framework |
| NBC(P) | Naval Base Commander (Portsmouth) |
| NCHQ | Navy Command Headquarters |
| PNB | Portsmouth Naval Base |
| SDG | Service Delivery Group |
| SDIG | Service Delivery Integration Group |
| SRO | Senior Responsible Officer |
| VAT | Value Added Tax |

1. **THE REQUIREMENT**
	1. PNB requires specialist support partner expertise to support the completion of the detailed design of the Service Delivery Group, building on the work completed to date. The completed, detailed design will be captured in a SDG Handbook with support to implementation activity of its content and validation of its process flows via internal scenario testing and other techniques by the end of the contract on 30 Apr 21. The support will ensure PNB’s model remains aligned to the FMSP Central Op Model design and will ensure this vital function is delivered prior to the Transition period (Apr – Oct 21), allowing the MOD Authority to lead FMSP selected suppliers confidently through the Transition period.
	2. Activities will include:

Detailed definition and implementation of the Service Delivery Group supplier management structure.

Inclusion of performance management processes to an implementable level of design for PNB, including information sources and flows to support the governance of the SDG.

Delivery of the SDG Handbook.

Support to the definition of the SDG information environment, (for inclusion in the SDG Handbook) aligned to MIDAS, COMPASS, CP&F and existing base-wide systems



**key milestones**

* 1. Q1 of 2021 is a key phase of FMSP procurement for which the PNB management board will have limited capacity to engage with the provider on design and documentation approvals. Therefore, workshops and scenario testing will be held to the latter part of the period of the contract when personnel will have the capacity to engage and add value.
	2. The Provider should note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | * Review library of Intelligent Customer (IC)/SDG process.
* Identify and develop ‘core’ SDG process flows fundamental to contract management delivery on day 1 of FMSP contract to implementable level of detail
* Sentence remaining selected process flows to implementation schedule iaw transition timeline and resource available to support development.
* Include core SDG processes in SDG Handbook.
* Review draft SDG Handbook framework and create plan for its completion with the term of the contract.
 | Within 1 month of contract award |
| 2 | * Work alongside PNB MI&R personnel to develop corporate understanding of FMSP MI architecture including (but not limited to) MIDAS, COMPASS and CP&F.
* Support work to map process flows to architecture, highlighting areas not accounted for but which require mapping.
* Articulate in the SDG Handbook, and for use by (Training development workstream) how MI tools will operate in PNB
* Produce a roll-out report on the above architecture.
 | Contract award + 2 months |
| 3 | * Produce a final up-issue of the SDG Handbook & roll-out progress report
* Deliver SDG scenario testing/ROC drills (as appropriate) to embed SDG principles and single-lot process flows.
 | Contract award + 3 months |
| 4 | * Provide support to SDG mobilisation and transition activities with new suppliers.
* Report on emerging SDG issues following receipt of successful bidder method statements
* Deliver SDG scenario testing/ROC drills (as appropriate) to embed SDG operating principles and cross-lot process flows (with suppliers - tbc)
 | Contract award + 4 months |

1. **authority’s responsibilities**
	1. The Authority will provide MOD IT and Naval Base access for the duration of the contract.
2. **reporting**
	1. Progress review will be a review of the SDG documentation detailed above and will be supported by ad hoc reporting as required.
3. **continuous improvement**
	1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
	2. The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
	3. 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.
4. **Sustainability**
	1. N/A
5. **ACCREDITATION**
	1. N/A
6. **STAFF AND CUSTOMER SERVICE**
	1. Provider’s staff assigned to the Contract shall have current knowledge of the FMSP Operating model design to date, relevant design and implementation skills and a deep understanding of the NB and its dynamics. These are essential to delivering the required activities and outcomes within the period of the contract and in context of other loading. These requirements justify the approved Direct Award and will ensure no loss of momentum in design and implementation activity, in the context of an already dynamic and heavily loaded NB programme.
7. **service levels and performance**
	1. The Authority will measure the quality of the Supplier’s delivery by:

Given the relatively narrow scope of activity required and specific nature of the deliverables at 5.4, delivery of outputs will be determined by monthly review of the SDG Handbook and in accordance with the milestones as articulated in the table at that paragraph. The SDG Handbook will act as the reference for the provider’s success against all deliverables, as the document in which the deliverables will land.

1. **Security requirements**
	1. [The supplier will comply with relevant Defence policies and procedures, including those related to security and working within Portsmouth Naval Base, as specified in the MOD DEFCONs in the Contract Document Terms and Conditions and relevant Defence Policy and Guidance.
	2. All personnel assigned to this Contract **must** have SC clearance as a minimum at the point of Award. This **must** be retained throughout the Contract term.
	3. Any data to be processed on behalf of the MOD must be done so within the UK with prior approval from the Authority.
2. **payment**
	1. Payment mechanism will be Contract Purchasing & Finance (CP&F)
	2. Payment can only be made following satisfactory delivery of pre-agreed certified deliverables.
	3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
3. **BASE Location**
	1. The base location of where the Services will be carried out will be HM Naval Base Portsmouth PO1 3LS. In light of Covid-19, Naval Base staff are (at the time of writing) following government guidelines and working from home where possible. Contract staff will be expected to echo this policy and abide by site guidelines with regard to routines, social distancing and face coverings.

**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 | ---------------------------------------------------------------------- |
| Signature | ------------------ |
| Date |

|  |
| --- |
| 18 Dec 20  |

 |
| **For and on behalf of the Customer:** |
| Name and Title | ----------------------------------------------------------- |
| Signature | ------------------ |
| Date | 22 December 2020 |

1. Hard FM/Alongside Services, Soft FM, Naval Ship Support (NSS) and Warehousing & Distribution (W&D). [↑](#footnote-ref-2)
2. Calculated financial Benefit to Defence of FMSP contract over all Lots over 5-year period. [↑](#footnote-ref-3)