

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 **MCF2** 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.

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|--------------|---|
| Order Number | TBC |
| From | [REDACTED] <i>The Department for Business, Energy and Industrial Strategy</i> ("Customer") |
| To | [REDACTED] PA Consulting Services Limited ("SUPPLIER") |
| Date | 02/11/2020 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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|-------------|---|
| 1.1. | Commencement Date: 02/11/2020 |
| 1.2. | Expiry Date: End date of Initial Period: 31/03/2021 End date of Extension Period: 30/06/2021 Minimum written notice to Supplier in respect of extension: 14 days |

2. SERVICES

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| 2.1 | Services required: In Call Off Schedule 2 (Services) |
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3. PROJECT PLAN

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| 3.1. | Project Plan: [In Call Off Schedule 4 (Project Plan)] Not Applied |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: Not Applied |
| 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 |

5. PERSONNEL

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| 5.1 | Key Personnel: ██████████ – Programme Management Delivery Support ██████████ – Programme Management Delivery Support |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applied |

6. PAYMENT

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| 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) |
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| | <div style="background-color: black; width: 100%; height: 100%;"></div> | £233,700 |
| 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)): Department of Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H0ET, UK | |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date | |
| 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 as project is for less than 6 months | |
| 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

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £ 233,700 (excl VAT) |
| 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 |

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| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): |
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8. TERMINATION AND EXIT

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| 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 |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied | | |
| 9.2 | Commercially Sensitive Information: | | |
| | <i>Sensitive Information</i> | <i>Reason for sensitivity</i> | <i>Location contract</i> |
| | <i>Identity of professional staff and skills experience</i> | <i>Risk of 'poaching' by professional competitors</i> | <i>Order form: section 5.1</i> |
| | <i>Fee rates for professional staff</i> | <i>Of competitive value to professional competitors</i> | <i>Call off schedule 3: annex 1: call off contract charges</i> |
| | <i>Total price bid for the proposal</i> | <i>Of competitive value to professional competitors</i> | <i>Call off schedule 3: annex 1: call of contract charges</i> |
| | <i>PA consulting methodologies and tools</i> | <i>Of competitive value to professional competitors</i> | <i>All of schedule 15: call of tender</i> |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recital A |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): |

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| | Not required |
| 10.3 | Security: Select 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): Not Applied |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department of business energy and industrial strategy, 1 Victoria St, London SW1H 0ET, UK Supplier's postal address and email address: Attention: [REDACTED] [REDACTED] PA consulting services 10 Bressenden Place London SW1E 5DN |
| 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: |

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| 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) Not applied |
| 10.14 | Staff Transfer Not applied |
| 10.15 | Processing Data Not applied The supplier will not process any personal data under this Call Off Order Form |
| 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:

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|----------------|------------------|
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 10 November 2020 |

For and on behalf of the Customer:

| | |
|----------------|---------------------------------|
| Name and Title | [REDACTED], VTF Deputy Director |
| Signature | [REDACTED] |
| Date | 16 November 2020 |