

**RM6008 Call Off Order Form for Management Consultancy Services**

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**Provision of Consultancy for the  
Future Maritime Support Programme**

**Portsmouth Infrastructure Project Specifications**

**To**

**The Ministry of Defence**

**From**

**Deloitte LLP**

**MoD Contract No: FMSP/018**

**FRAMEWORK SCHEDULE 4**

**[RM6008] CALL OFF ORDER FORM**

Contract Reference Number: FMSP/018  
Portsmouth Infrastructure Project Specifications

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**PART 1 – RM6008 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 Portsmouth Infrastructure Project Specifications dated 08/10/2019

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	<b>FMSP/018</b>
From	<b>Ministry of Defence – Future Maritime Support Programme ("CUSTOMER")</b>
To	<b>Deloitte LLP ("SUPPLIER")</b>
Date	<b>08/10/2019 ("DATE")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date Deemed to be: 1st September 2019</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>29th November 2019</b>  End date of Extension Period:  Minimum written notice to Supplier in respect of extension:

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  In Call Off Schedule 2 (Appendix B) (Services) – Statement of Requirements    SOR_FMSP018_3 (2).zip
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**3. PROJECT PLAN**

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date. The Supplier shall proceed with the provision of the Services while it is preparing the draft Project Plan, unless otherwise instructed by the Customer.</p>
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**4. CONTRACT PERFORMANCE**

<b>4.1.</b>	<p><b>Standards:</b></p> <ol style="list-style-type: none"> <li>1. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services shall:             <ol style="list-style-type: none"> <li>a) Before commencement of the Services hold a valid security clearance in line with the UK Government Baseline Personnel Security Clearance standard (BPSS); and</li> <li>b) Within one month of commencement of the Services, hold a valid security clearance in line with the UK Government Security Check standard (SC).</li> </ol> <p>The Supplier shall ensure that the security clearances above remain valid for the entire duration of the Services. The Supplier shall immediately remove from the Services any person whose security clearance becomes invalid.</p> </li> <li>1. The Supplier shall, when requested by the Customer, promptly complete a Supplier Assurance Questionnaire (SAQ) in accordance with the UK Government Cyber Essentials Scheme. The Supplier shall ensure that its Cyber Essentials accreditation level matches the Cyber Risk Level of the Services, as advised from time to time by the Customer.</li> <li>2. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services have sufficient knowledge, skill and experience to perform their role to a high professional standard. The Supplier shall immediately remove from the Services any person who does not have the necessary knowledge, skill and experience.</li> </ol>	
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>	<i>Not applicable.</i>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>	<i>Not applicable.</i>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>	<i>Not applicable.</i>

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<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms
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**5. PERSONNEL**

<b>5.1</b>	<b>Key Personnel:</b>	
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):	

**6. PAYMENT**

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  The Customer is only able to accept invoices submitted through its nominated electronic procure-to-pay system, and the Supplier shall register with the system and complete all required onboarding processes. The Customer will not accept, and will have no obligation to pay, invoices submitted by any other means.
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted- But will need to be within the overall not to exceed price  The location of the Services will be carried out at Naval Base Portsmouth, and at the Supplier's premises if required. Abbey Wood is the main location.  The main base location will be DE&S, Abbey Wood, Bristol.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  DES Ships FMSP-Comcrl-1b1a MailPoint #3030, Cedar 0 MOD DE&S Abbey Wood Bristol BS34 8JH

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6.5	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Until expiry of the contract 29th November 2019
6.6	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applied
6.7	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

**7. LIABILITY AND INSURANCE**

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of <b>FOI 43</b>
7.2	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms) is deleted and replaced with:  Subject to Clause 37.1 of The Call Off Terms (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call off Contract as a result of Defaults by the Supplier shall in no event exceed <b>FOI 43</b>
7.3	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):  [ ]

**8. TERMINATION AND EXIT**

8.1	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):  In Clause 42.2.1(c) of the Call Off Terms
8.2	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to (3) work days
8.3	<b>Undisputed Sums Limit:</b>  [In Clause 43.1.1 of the Call Off Terms]

