

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:	701578800 PS015 DD Commercial Support
The buyer:	Defence Digital Commercial, on behalf of the Secretary of State for Defence
Buyer address:	MOD Corsham, Spur B2, Bldg 405, Westwells Road, Corsham, SN13 9NR
The supplier:	Capita Business Services Limited
Supplier address:	65 Gresham Street, London, EC2V 7NQ
Registration number:	2299747
DUNS number:	500191747
Sid4gov id:	Not Applicable

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **14th September 2021**.

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

Call-off lot: Lot 6 – Procurement & Supply Chain

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:
6th

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 1 (Transparency Reports)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) – Part A Short Form Security Requirements
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
4. CCS Core Terms (version 3.0.7)
 5. Joint Schedule 5 (Corporate Social Responsibility)

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

The following Special Terms are incorporated into this Call-Off Contract:

1. Special Term 1 – Standards:

Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions;

Def Stan 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contracting Working Parties;

Cyber Risk Level has been assessed as Very Low, assessed under RAR- 316355834.

It is recognised that in the provision of commercial support to the Defence Digital Professional Services Commercial Team under this Call Off Contract it may be deemed a perceived conflict of interest should Supplier bid for Professional Services Commercial Team requirements. Therefore, an agreed ethical walls policy will be followed (as outlined in Appendix A) to ensure any such perceived conflict of interest is removed.

Providing Supplier follows this ethical wall policy, Customer confirms that Supplier shall not be precluded from or disadvantaged in bidding for future ITT / bidding opportunity due to any perceived conflict of interest.

2. Special Term 2 – Personnel security and onboarding:

All personnel require a minimum of SC (security check) security clearance to undertake work under this call off contract.

The Supplier shall provide the following:

- i. Copy of MOD security clearance certificate
- ii. Full name
- iii. Date of birth
- iv. Full home postal address
- v. Town of birth
- vi. National Insurance Number:

Call-off start date: 14th September 2021

Call-off expiry date: 31st December 2021

Call-off initial period: Four Months

Call-off deliverables:

The high-level requirements to be delivered in support of the Defence Digital Professional Services Commercial Team until 31st December 2021 are:

- Supporting Professional Services Commercial to manage procurement pipeline activities and provide capacity to the wider team;
- Undertaking pre-sourcing and sourcing activities as required by the Professional Services Commercial team;
- Define routes to market compliant with UK Procurement Regulations;
- Develop and execute sourcing strategies compliant with Ministry of Defence

Commercial Policy and UK Procurement Law;

- Maintain a robust commercial audit trail to evidence key decision making, internal assurance and approvals, delegated commercial approval, contract artifacts, file minutes, contract configuration records and contract management plans; and
- Undertake contract management activities as required by the Professional Services Commercial team.

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:

£102,900.00 (ex VAT)

Call-off charges

This Call-Off shall have a maximum price of **£102,900.00 (ex VAT)** for period up to 31st December 2021.

(Pending financial approval – Option 1st January 2022 to 31st March 2022
£84,000.00 ex VAT. Total maximum contract value £186,900.00 ex VAT)

Resources will be charged on a Time and Materials Basis, using the below rate card.

The following table is an estimate of the number of days required at each grade for the completion of this Call Off Contract and corresponding rates.

Initial Period

Initial Period	Resource Grade Breakdown				Total Limit of Liability (£) ex VAT
	Grade	Day Rate (£) ex VAT	Days	Grade total (£) ex VAT	
14/09/2021 to 31/12/2021	Senior Consultant	████	75	████	£102,900.00
	Senior Consultant	████	72	████	

Contract Options

Option Number	Option Period	Resource Grade Breakdown				Option Total Limit of Liability (£) ex VAT
		Grade	Day Rate (£) ex VAT	Days	Grade total (£) ex VAT	
1	01/01/2022 to 31/03/2022	Senior Consultant	██████	60	██████	[Subject to Financial Approval] £84,000.00
		Senior Consultant	██████	60	██████	

Resources must be agreed in advance, in writing, between both parties.

The actual profile of these days will be dynamic and in line with Customer needs. The actual profile will be agreed and confirmed in writing by email with the Customer SRO (██████████) every month in advance.

Due to the pandemic, Resources will deliver the services remotely therefore no expenses are chargeable. If travel is required this would need to be agreed in writing between the parties and any additional charges will be applicable, however this will be subject to Capita's own risk assessment and internal approval processes for on-site working and travel in light of the Covid-19 pandemic.

Should Customer require additional different Resource grades pursuant to this Call Off this will be agreed by the parties and subject to Call Off Change Control process.

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

Payment will be made by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Buyer's invoice address

██████████

ISS Comrcl C1 25

████████████████████

MOD Corsham, Spur B2, Bldg 405, Westwells Road, Corsham, SN13 9NR

Buyer's authorised representative

[REDACTED]

ISS Comrcl C2 29

[REDACTED]

MOD Corsham, Spur B2, Bldg 405, Westwells Road, Corsham, SN13 9NR

Buyer's security policy

To be provided by the Customer before the Commencement Date.

Supplier's authorised representative

[REDACTED]

Client Services Manager

[REDACTED]

Capita Procurement Solutions, 65 Gresham Street, London, EC2V 7NQ

Supplier's contract manager

[REDACTED]

Senior Commercial Manager

[REDACTED]

Capita plc, 65 Gresham Street, London, EC2V 7NQ

Progress report frequency

Not applicable.

Progress meeting frequency

Not applicable.

Key staff

[REDACTED]

Deputy Director Commercial – Head of Professional Services

[REDACTED]

MOD Main Building, Zone D, Ground Floor, Whitehall, London, SW1A 2EU

Key subcontractor(s)

Not applicable.

Commercially sensitive information

Contract pricing;

Contract specific terms.

Service credits

Not applicable.

Additional insurances

Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

To be provided prior to the commencement date.

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:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 13/09/2021

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 13/09/2021

Appendix A: ETHICAL WALL RULES PROTOCOL

1. Introduction

1.1. On any project (a “Project”) for which Capita Business Services Limited (“Supplier”) is managing a procurement on behalf of Defence Digital (“Customer”) under the Call Off Contract to which this Appendix pertains (“the Agreement”) between Customer and Supplier dated 14th September 2021, all staff assigned to:-

- (a) the Supplier service managing the procurement (“SMP”) under the Agreement; or
- (b) a Capita Bid Team (“CBT”) expressing an interest in or bidding for any Project for any member of the group of companies of which Supplier is a part (“the Capita Group”)

are required to act in accordance with this protocol and the MANDATORY rules set out in it (“the Ethical Wall Rules”). For the avoidance of doubt this protocol shall apply where the CBT is acting as a main tenderer or part of a tendering consortium or a sub-contractor to a tenderer.

1.2. It is a requirement of the Customer that all procurement of goods, services and works is based on value for money, having due regard to propriety and regularity. Furthermore, whether or not the procurement process is subject to EU Directives, the EU Treaty-based principles of non-discrimination, equal treatment and transparency apply. Therefore, any conduct which is likely to distort competition is prohibited.

1.3. There may be a perception of a potential conflict of interest if the Customer is managing a procurement under the Agreement for a Project for which any member of the Capita Group may be a potential bidder and may wish to tender. It is important therefore to prevent competition being distorted due to CBT’s involvement in the tendering process which includes protection of confidential information relating to the procurement.

2. The Rules

The following Ethical Wall Rules shall be observed by Customer and CBT to ensure that conflicts of interest do not arise, and that any competition is not distorted: -

2.1. In all dealings between Customer, SMP, CBT and other potential bidders for a Project, appropriate standards of fairness, honesty, efficiency and professionalism must be maintained.

2.2. The Ethical Wall Rules shall operate in relation to a Project from the earliest of: -

- (a) the date notified to Customer by SMP, immediately upon SMP becoming aware that a member of the Capita Group is to bid for the Project;

- (b) the date notified to Customer or SMP by CBT upon CBT forming the intention to bid for the Project; or
 - (c) any other date or stage of the procurement process as notified by Customer to SMP or CBT at any time.
- 2.3. The Ethical Wall Rules shall continue to operate in relation to a Project until 2 years following the conclusion of the procurement process relating to it.
- 2.4. It is understood that failure to comply with this protocol carries sanctions, including without limitation disqualification of the CBT from the tender process.
- 2.5. SMP will ensure that any solicitation of sensitive information from tenderers (RFI, SQ, ITT etc as agreed with Customer), which is issued in the course of the procurement for the Project, will contain a notification in accordance with a form as agreed with the Customer. This protocol shall be provided to a tenderer upon request, so that the tenderer has full details of the management processes, barriers and disciplines that have been implemented to ensure that conflicts of interest do not arise, and confidentiality is protected. Any failure of a tenderer to acknowledge and accept the measures set out in the notification or any request by a tenderer for additional measures to be put in place shall be notified by SMP to the Customer.
- 2.6. SMP personnel shall not provide any advice, documentation or information to CBT relating to the Project or its procurement, except where this is information shared with all other bidders or is provided as part of the normal procurement process.
- 2.7. SMP and CBT shall be separate and distinct and shall not share any personnel. SMP and CBT shall provide the Customer with details of each member of the SMP and of the CBT respectively and update it as necessary.
- 2.8. Members of SMP and CBT shall not seek information from or provide any information about the Project to each other save such information as is provided in accordance with the applicable tender rules and is equally available to all other tenderers. Members of SMP shall not divulge confidential information to CBT members unless it has obtained the express written permission of Customer. If any member of the SMP is approached either formally or informally by the CBT (or any member of CBT) and asked for information, documentation or advice relating to the Project, otherwise than in accordance with the applicable tender rules, such approach shall be rejected and the incident immediately reported to the Customer.
- 2.9. The observance of the Ethical Wall Rules between the parties shall be diligently and rigorously monitored and enforced by the Capita [Audit Team]. Joint reviews will be held between the Capita [Audit Team] and the Customer [Audit Team] on a regular basis to monitor and review the effectiveness of and compliance with the Ethical Walls Rules.
- 2.10. In the event that an individual ceases to be employed as a member of SMP or CBT, such person shall not be permitted to have any involvement

with, or disclose to either party any information in relation to, any Project for the period specified in paragraph 2.3 above or such other date as may be agreed by Customer, acting reasonably and having regard to Customer's need to avoid unauthorized disclosure of information and to minimize the risk of perceived impropriety on the part of Customer, SMP and CBT.

- 2.11. The CBT's offices shall be distinct and separate from the offices of those working on the SMP. The CBT shall work with associates and support personnel different from those working on SMP.
- 2.12. The files of the CBT and the SMP, including computer files, shall be physically separated from each other and kept secure by appropriate restricted access, so that the files can only be accessed by members of the appropriate team.
- 2.13. Visits to either party's areas or offices must only be where reasonably required as a result of the procurement and solely on the grounds that such admission will in no way distort the competition or allow access to privileged information which may be prejudicial to an open and fair competition.
- 2.14. The SMP shall not arrange any independent meetings with the CBT or any other bidder, otherwise than in accordance with the applicable tender rules.
- 2.15. Customer shall choose the evaluation criteria and methodology for each Project. **All short listing and evaluation decisions shall be made by Customer.** During the evaluation process the SMP will provide advice and assistance to Customer, as required.
- 2.16. Each member of CBT shall notify the CBT's Bid Manager immediately on becoming aware or suspecting a breach of these rules. Each member of the SMP shall notify Supplier's Head of [Procurement Services] immediately on becoming aware of or suspecting a breach of these rules. The CBT's Bid Manager or Supplier's Head of [Procurement Services] as applicable must then consult with the Capita [Audit Team] so as to understand the potential impact of this breach and subsequent actions to be taken. The Capita [Audit Team] shall inform the Customer [Audit Team] immediately on receiving any report of a breach or suspected breach of these rules and a joint review shall be carried out in order to appropriately address any concerns raised. Any breach of these rules will be logged by Customer and, depending on the severity and risk to the procurement, the CBT may be disqualified from the tender process.
- 2.17. In addition to the provisions in paragraph 2.16, Customer is entitled to conduct enquiries, investigations or inspections affecting or relating to the services, including the performance of the procurement services. CBT and SMP are obliged to fully co-operate with any such enquiries, investigations or inspections.
- 2.18. The SMP shall seek guidance and clarification from Customer on the implementation and application of this Protocol, as necessary and appropriate from time to time. In particular, the SMP shall seek such guidance and clarification before taking (or failing to take) any action which is likely

to result in the Protocol being breached or be contrary to the purpose and intent of the Protocol.

Call-Off Schedule 17 (MOD Terms)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2. Access to MOD sites

2.1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this

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effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence , or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to

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which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3. DEFCONS and DEFFORMS

- 3.1. The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2. Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
- 3.3. In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4. Authorisation by the Crown for use of third party intellectual property rights

- 4.1. Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>. The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
658	09/21	Cyber

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
10	07/18	Acceptance of Offer of Contract
10b	03/14	Acceptance of Offer of Amendment to Contract
111	07/21	Appendix and Other Information

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.1