

Crown Commercial Service

701577613 HELICOPTERS ROTARY WING ENTERPRISE PROJECT

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

HELICOPTERS ROTARY WING ENTERPRISE PROJECT 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 **RM6008 Lot 4 'Strategic Consultancy Services'** 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 | 701577613 |
| From | Defence Equipment & Support (DE&S) |
| To | McKinsey & Company, Inc. United Kingdom ("SUPPLIER") |
| Date | 02 September 2021 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 02 September 2021 |
| 1.2. | Expiry Date: End date of Initial Period: 31 January 2022. End date of Extension Period: NOT APPLICABLE Minimum written notice to Supplier in respect of extension: NOT APPLICABLE |

2. SERVICES

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| 2.1. | Services required: In Call Off Schedule 2 (Services) Refer to document: ' 701577613- Appendix B - Statement of Requirement ' |
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3. PROJECT PLAN

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| 3.1. | Project Plan: [In Call Off Schedule 4 (Project Plan)] The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date in accordance with 701577613- Appendix B - Statement of Requirement Section 5 'Key Milestones' |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: See Clause 11 (Standards and Quality) and the definition of Standards in Call Off Schedule 1 (Definitions). |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: In accordance with 701577613- Appendix B - Statement of Requirement Section 5 'Key Milestones' |
| 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: NOT APPLICABLE Supplier to provide Key Personnel in accordance with the resource breakdown and equivalent grades / level as stated within the Tender Submission. |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Consultants must be a minimum of BPSS. Supplier to disclose non-compliance or convictions in accordance with Clause 28.2 of the Call off Terms. |

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) The Call off Contract shall not exceed £979,200.00 Firm price excluding VAT (and including expenses) for the delivery of ' 701577613- Appendix B - Statement of Requirement ' See ' 701577613-Appendix E - Cost Breakdown – McKinsey ' for Rates and resource. <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> |
| 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) The payment method for this Call Off Contract is the Buyer's e-payment system "CP&F" (Contracting, Purchasing & Finance) system (via Exostar). Prior to submitting any claims for payment under clause 2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Where the Contractor submits an invoice to the Authority in accordance the Authority will consider and verify that invoice in a timely fashion. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed. |

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| | Payments will be made in accordance with Section 5 'Key Milestones' and Section 13 'Payment' 701577613- Appendix B - Statement of Requirement' |
| 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)): The payment method for this Call Off Contract is the Buyer's e-payment system "CP&F" (Contracting, Purchasing & Finance) system (via Exostar) Schedule 3 section 7 'invoicing' applies |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): NOT APPLICABLE |
| 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 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 |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £ 979,200.00 in accordance with 701577613 - Appendix E Cost Breakdown McKinsey |
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| 7.2 | Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms applies Sum equal to one hundred and twenty-five per cent (125%) of the Estimated Year 1 Call Off Contract Charges' |
| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): Valid Insurance is required in accordance with Clause 38. If requested by the Authority, a copy of valid insurance is to be provided in accordance with Clause 38.5 and 38.7 |

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): The period of thirty (30) Working Days in Clause 42.7 shall be amended to Ten (10) due to the length of the Contract |
| 8.3 | Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: In Call Off Schedule 9 (Exit Management) |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets In Clause 31 Customer Premises and Clause 32 Customer Property of the Call Off Terms. Consideration to include Boeing Defence UK and Leonardo inspection sites as stated in 701577613- Appendix B - Statement of Requirement' |
| 9.2 | Commercially Sensitive Information: The Supplier's Call-Off Tender shall be deemed as commercially sensitive as well as the Supplier's personal data, Supplier Background IPR and any Supplier pricing breakdowns |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 06 August 2021 Recital D - date of receipt of Call Off Tender: 23 August 2021 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |

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| 10.3 | <p>Security:</p> <p>Schedule 7 'Short Form' of the Call off T&C's, AND Security Policy</p> <p>The 'Security Policy' for this requirement shall be considered;</p> <ul style="list-style-type: none">– Section 35 'Security and Protection of Information' and – Security Policy Framework: Protecting Government Assets - Security policy framework: protecting government assets - GOV.UK (www.gov.uk)– 701577613- Appendix B - Statement of Requirement Section 11 'Security Requirements' which includes the requirement of an NDA, BPSS as a minimum, compliance to the Security Aspects Letter, Cyber Security Risk Assessment – Very Low and the handling of 'Official Sensitive' data.– The Contracts included within this study are Qualifying Defence Contracts / Qualifying Sub-Contracts, information provided is protected under Single Source Contract Regulations (SSCR). |
| 10.4 | <p>ICT Policy:</p> <p>Not applied</p> |
| 10.6 | <p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p> |
| 10.7 | <p>NOT USED</p> |
| 10.8 | <p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>The Parties do not envisage that it will be necessary for the Supplier to process any Personal Data. The Authority will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.</p> |

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| 10.9 | <p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p><i>This text has been redacted under exemptions set out by the Freedom of Information act.</i></p> <p>MoD Abbeywood North Teak Level 1, #5101, Bristol, BS34 8QW</p> <p>Supplier's postal address and email address:</p> <p>McKinsey & Company, Inc. United Kingdom, The Post Building, 100 Museum Street, London, WC1A 1PB</p> <p><i>This text has been redacted under exemptions set out by the Freedom of Information act.</i></p> |
| 10.10 | <p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>NOT APPLICABLE</p> |
| 10.11 | <p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Handling of Export-Controlled Data. The Authority will not provide the Supplier any items (hardware, software, or technology) or services for which government authorization is required for export, reexport, or transfer without (i) the Supplier's prior written consent, and (ii) advance notification to the Supplier of the applicable Trade Control Laws and the export classification(s) of such items and/or services</p> |
| 10.12 | <p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p> |
| 10.13 | <p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Section 10.3 'Security' of the Call Off Order Form applies.</p> |
| 10.14 | <p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Not Applicable</p> |
| 10.15 | <p>Processing Data</p> <p>Call Off Schedule 17</p> <p>Section 10.3 'Security' of the Call Off Order Form applies.</p> |

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| | <p>Customer's Data Protection Officer:</p> <p>E-mail: <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i></p> <p>Supplier's Data Protection Officer:</p> <p>Name: <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i></p> <p>European Data Protection Officer</p> <p>Email: <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i></p> |
| 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 |
|------------|---------|-------------|
| DEFCON 658 | 10/17 | Cyber |
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DEFFORMs

| DEFFORM No | Version | Description |
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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 | <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> |
| Signature | <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> |
| Date | 03/09/21 |

For and on behalf of the Customer:

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| Name and Title | <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> |
| Signature | <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> |
| Date | 02/09/2021 |