

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

**701570381 – Provision of External Assistance for Future Maritime Support Programme
(FMSP)**

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 RM6008 for the provision of Business Consultancy Services (**Lot 3**) 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.

Order Number	701570381
From	Ministry of Defence ("CUSTOMER")
To	PA Consulting Services Ltd ("SUPPLIER")
Date	13 August 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 September 2021
1.2.	Expiry Date: End date of Initial Period: 24 November 2021 End date of Extension Period: 19 January 2022 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	Services required: As detailed in Call Off Schedule 2 (Services) - Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan:				
	Not Required				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments
As detailed in Call Off Schedule 2 (Services) - Statement of Requirements					

4. 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

5. PERSONNEL

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

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In 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): Payments to be made in arrears via CP&F/Exostar
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 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

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £246,875 maximum liability, if optional extension period invoked Milestone 1 - 15 September 2021 - £ Milestone 2 - 27 October 2021 - £ Milestone 3 - 24 November 2021 £ Milestone 4 (option 1) - 15 December 2021 - £ Milestone 5 (option 2) - 19 January 2022 - £
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):
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8. 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

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:
9.2	Commercially Sensitive Information:

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 13 August 2021 Recital D - date of receipt of Call Off Tender: 22 July 2021
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 [<i>insert period of time</i>]																								
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 Commercial Leach Building Whale Island Portsmouth PO2 8BY Supplier’s postal address and email address: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 30px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 40px; height: 15px;"></div>																								
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)																								
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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																		
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10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15																		
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		DEFCON No	Version	Description															
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Schedule 2 (Services) - Statement of Requirements

1. PURPOSE

1.1 This Statement of Requirement (SoR) serves as a standalone document detailing the output required by the Authority and to enable a tender response to be provided by potential suppliers.

2. BACKGROUND TO THE AUTHORITY

2.1 The MSDF contracts with BAE Systems and Babcock currently provide the contractual mechanism through which RN complex warships, submarines and NBs are supported and operated. These contracts expire on 31 Mar 21 and the FMSP has been established to deliver the required scope of support from Apr 21 to ensure the RN is able to deliver its key strategic requirements and other global commitments. Under new FMSP arrangements the Authority must be able to better manage its contracts, and this requires an Operating Model (Op Model) resourced and mobilised to deliver the tactical, operational and strategic management functions and manage the required change and transition to new contract arrangements and drive delivery of the strategic benefits.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 Over recent years, the Authority workforce has reduced in both capability and capacity and has been restructured significantly through various outsourcing and rebalancing initiatives. This has resulted in the Authority no longer being able to hold suppliers to account against its service delivery and contract performance leading to cost and performance issues and unacceptable levels of risk. The MSDF, predecessor to FMSP, has been operated with only minimal interface at NCHQ to deliver the required strategic customer functions. This LFE has provided the justification and reinforced the need for an NC CDT which will work to the SRO and provide NC with a focus for TLB ownership of delivery and compliance with the IAC approval, and a lead for performance governance and long-term planning on an integrated and whole-enterprise basis.

4. DEFINITIONS AND ACRONYMS

EXPRESSION OR ACRONYM	MEANING
RN	Royal Navy
MOD	Ministry Of Defence
MSDF	Maritime Support Delivery Framework
NCHQ	Navy Command Headquarters
NB	Naval Base
FMSP	Future Maritime Support Programme
NC CDT	Navy Command Capability Delivery Team
LFE	Learning From Experience
TLB	Top Level Budget
IAC	Investment Approvals Committee
IOC	Initial Operating Capability
FOC	Full Operating Capability
MI&R	Management Information And Reporting
SQEP	Suitably Qualified And Experience Personnel
CP&F	Contract Purchasing & Finance

5. THE REQUIREMENT

5.1 Specialist support partner expertise is required to support the implementation of the NC CDT, building on the detailed design work undertaken during the FMSP Assessment Phase. The completed work will be captured in an NC CDT Operating Handbook which will set out how the strategic customer function will operate, having validated ways of working, processes and information flows via scenario testing and other techniques. The outcomes will need to ensure the NC CDT remains aligned and integrated with both FMSP and NCHQ Operating Models

5.2 Key workstreams and activities will need to be established to develop responsibilities workflow and information channels between the NC CDT, NCHQ Divisions and FMSP Central Team. These will include, but are not limited to, the following:

- a. Operational planning and programming, including NC dependencies.
- b. Performance management, including holding to account and realisation of strategic benefits.
- c. Transformation, including Op Model, MI&R, Workforce Planning and Strategic Supplier Partnering.
- d. Upskilling NC to operate FMSP, including training needs analysis.

6. KEY MILESTONES

6.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	<ol style="list-style-type: none">a. Review and familiarise with FMSP Operating Model design and documentation.b. Identify and develop 'core' workstreams and activities fundamental to NC CDT delivery at IOC.c. Sentence remaining work strands/activities for implementation iaw transition timeline and availability of resource to support development.d. Create NC CDT Implementation Plan of work to achieve IOC.e. Produce 'baseline' NC CDT Operating Handbook with key processes and information flows required at IOC.	End Week 2 15 September 2021
2	<ol style="list-style-type: none">a. Develop NC CDT MI&R architecture, including (but not limited to) MIDAS, COMPASS, CIRIUS and CP&F.b. Map processes and workflows to NC CDT MI&R architecture.c. Produce 1st draft of NC CDT Operating Handbookd. Describe in the NC CDT Operating Handbook how MI&R tools will work in NCHQe. Review alignment and integration with FMSP Op and NCHQ Operating Models.	End Week 8 27 October 2021

3	<ul style="list-style-type: none"> a. Conduct NC CDT scenario testing and acceptance and adjust accordingly b. Produce final version of NC CDT Operating Handbook c. Produce next steps plan of work for NC CDT to achieve FOC. 	<p>End Week 12 (incl NC CDT Operating Handbook complete by no later than Week 10)</p> <p>24 November 2021</p>
OPTIONS		
4	<ul style="list-style-type: none"> a. Optimise output at 1-3 above, expanding on development of responsibilities, workflow and information channels for 'core' workstreams. b. Produce a needs analysis that will support the aim of upskilling NC users and stakeholders to operate MSP more effectively. 	<p>End Week 15</p> <p>15 December 2021</p>
5	<ul style="list-style-type: none"> a. Further define/develop FMSP understanding and reporting of operational performance, outputs, finance, health and efficiencies. 	<p>End Week 18</p> <p>19 January 2022</p>

7. AUTHORITY'S RESPONSIBILITIES

7.1 The Authority will provide MoD IT and access to MoD sites, for the duration of the contract.

8. REPORTING

8.1 A initial plan of work will be delivered to the Authority within 5 working days of commencement of contract. Weekly progress reports will be supported by ad-hoc reporting as required.

9. CONTINUOUS IMPROVEMENT

9.1 The Supplier will be expected to continually improve the way in which the required NC CDT functions are to be delivered throughout the contract duration.

9.2 The Supplier will be expected to present new ways of working to the Authority during weekly Contract progress meetings.

9.3 The Supplier will be expected to make recommendations and seek the authority's agreement, prior to any changes being implemented.

10. SUSTAINABILITY

N/A

11. ACCREDITATION

N/A

12. STAFF AND CUSTOMER SERVICE

The Supplier's resources assigned to the contract shall have current knowledge of Maritime Support, organisation and process design and implementation skills and a deep understanding of NC and its ways of working. This is essential to delivering the required activities and outcomes within the period of the contract and in the context of limited NC SQEP resource available to support. These requirements underpin the requirement for a seamless transition from the detailed design to implementation in what is already a dynamic and heavily loaded FMSP schedule.

13. SERVICE LEVELS AND PERFORMANCE

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 above, delivery of outputs will be determined by weekly, sometimes daily, review of the deliverables and milestones as articulated in the [table] para 6.1. The delivery of key processes for IOC, the draft CDT Handbook and the plan for FOC, will act as the reference for the provider's success against the deliverables.

14. SECURITY REQUIREMENTS

- 14.1 The supplier will comply with relevant Defence policies and procedures, including those related to security and working within NCHQ, as specified in the MOD DEFCONs in the Contract Document Terms and Conditions and relevant Defence Policy and Guidance.
- 14.2 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.
- 14.3 Any data to be processed on behalf of the Authority must be done so within the UK with prior approval from the Authority.

15. PAYMENT

- 15.1 Payment mechanism will be CP&F.

16. BASE LOCATION

- 16.1 The base location of where the Services required will be carried out will be NCHQ Portsmouth. In light of Covid-19, NCHQ staff are (at the present time) following government guidelines and working from home where possible. Supplier staff will be expected to comply with this policy and abide by site guidelines with regard to routines, social distancing and face coverings.

Schedule 3 (Call Off Contract Charges)

Name	Grade	Day Rate	Total Days	Total
██████	██████	██████	██████	██████
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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:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	Lee Culshaw, Category Manager
Signature	
Date	13 August 2021