# Crown Commercial Service

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## This document includes guidance that you will need to edit or delete before finalising this order form.

## Framework Schedule 6 (Order Form and Call-Off Schedules)

## Order Form

Call-off reference: **MCF3-SATCOM-T&T(1)**

The buyer: Strategic Command (UKStratCom) part of the

Ministry of Defence (MOD)

Buyer address: MoD Corsham,

B2, Building 405,

Westwells Road,

Corsham,

Wiltshire,

SN13 9NR

The supplier: **Mace Limited**

Supplier address: **155 Moorgate, London, EC2M 6XB, United Kingdom**

Registration number: **02410626**

DUNS number: **504135492**

Sid4gov id: **N/A**

###

###

### **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated

**7th January 2022**

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 and 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:

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 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 17 (MOD Terms)
* DEFCON 5J 18/11/16 – Unique Identifiers
* DEFCON 76 12/06 - Contractors Personnel At Government Establishments
* DEFCON 129J 18/11/16 – The use of the electronic business delivery form
* DECON 501 10/21 - Definitions and Interpretations
* DEFCON 503 07/21 – Formal Amendments to the contract
* DEFCON 513 07/21 – Value Added Tax
* DEFCON 514 08/15 – Material Breach
* DEFCON 515 06/21 – Bankruptcy and Insolvency
* DEFCON 516 04/12 - Equality
* DEFCON 518 02/17 – Transfer
* DEFCON 520 05/18 -Corrupt Gifts And Payments Of Commission
* DEFCON 522 11/17 - Payment And Recovery OF Sums Due
* DEFCON 526 08/02 – Notices
* DEFCON 527 09/97 – Waiver
* DEFCON 529 09/97 – Law (English)
* DEFCON 531 -11/14 Disclosure Of Information
* DEFCON 532A Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
* DEFCON 537 12/21 – Rights of Third Parties
* DEFCON 538 06/02 – Severability
* DEFCON 539 08/13 – Transparency
* DEFCON 550 02/14 – Child Labour and Employment Law
* DEFCON 659A 02/17 - Security Measures
* DEFCON 566 10/20 – Change of Control of Contractor
* DEFCON 630 02/18 – Framework Agreements
* DEFCON 632 11/21 – Third Party Intellectual Property – Rights and Restrictions
* DEFCON 642 07/21 – Progress Meetings
* DEFCON 660 12/15 - Official Sensitive Security Requirement

* + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. MCF3 SATCOM T&T (1)

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:

**Special Term 1.** The Call-Off Contract is split into three Periods (Period 1 from 10th January 2022 through to 31st March 2022, Period 2 1st April 2022 through to 31st August 2022 and period 3 from 1st September 2022 through to 31st December 2022). MOD shall give notice to approve, or not, to proceed with a follow-on Period prior to the due commencement date of that Period. Should MOD not give approval to continue with a subsequent Period, the proposal for that and subsequent Periods will expire.

If MOD gives notice not to approve a follow-on period, the contractor will deliver the remaining requirements on a ‘reasonable endeavours’ basis up to the end of the current Period.

**Call-off start date:**  **10th January 2022**

**Call-off expiry date:**  **31st January 2022**

**Call-off initial period:** Initial **Period 1** from 10th January 2022 through to 31st March 2022, with the following extension options:

 **Period 2** - from1st April 2022 through to 31st August 2022; and

**Period 3** - from 1st September 2022 through to 31st December 2022)

### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

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

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### **Payment method**

Via MOD Contract Purchasing and Finance (CP&F)

### **Buyer’s invoice address**

[REDACTED]

UKStratCom DD-CM-MT-AH-18

[REDACTED]

DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL

**Buyer’s authorised representative**

[REDACTED]

UKStratCom DD-CM-MT-AH-18

[REDACTED]

MoD Corsham, B2, Building 405, Westwells Road, Corsham, Wiltshire, SN13 9NR

### **Buyer’s security policy**

As per as per call off schedule 17 (MOD Terms)

### **Supplier’s authorised representative**

[REDACTED]

Operations Director - Commercial (Consultancy)

[REDACTED]

155 Moorgate, London, EC2M 6XB, United Kingdom

### **Supplier’s contract manager**

[REDACTED]

Associate Director – Commercial (Consultancy)

[REDACTED]

155 Moorgate, London, EC2M 6XB, United Kingdom

### **Progress report frequency**

Provide a monthly report of activity and deliverables prior to invoicing, as per Call-Off Schedule 20 – Specification

### **Progress meeting frequency**

Chair and minute a weekly review meeting with Buyer to report on team progress, as per Call-Off Schedule 20 – Specification

**Key staff**

[REDACTED]

Associate Director – Commercial (Consultancy)

[REDACTED]

155 Moorgate, London, EC2M 6XB, United Kingdom

**Key subcontractor(s)**

Not Applicable

### **Commercially sensitive information**

Supplier’s Commercially Sensitive Information comprises:

* + Contracted day rates, actual costs, and related financial information.
	+ Supplier’s expenses policy and costs claimed for reimbursement.
	+ Insurance information provided under Joint Schedule 3, Clause 4.1.
	+ Continuous Improvement plans and related documents provided under Call-Off Schedule 3.
	+ Any other information provided to Buyer during the course of the contract that the Supplier marks as commercially sensitive.

### **Service credits**

Not Applicable

### **Additional insurances**

Not Applicable

### **Guarantee**

Not Applicable

### **Buyer’s environmental and social value policy**

Not Applicable

### **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:

Name:

Role:

Date:

**For and on behalf of the Buyer**:

Signature: [REDACTED]

Name: [REDACTED]

Role: Commercial Lead

Date: 7th January 2022