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Commercial  
Service

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**Call Off Order Form and Call Off Terms for the  
Management Consultancy Framework Agreement**

**RM3745**

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**Contract: 700007881**

**Provision of Professional Services to Navy  
Command People Transformation Analytics  
(NCPTA)**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement RM3745 and is for the Provision of Professional Services to Navy Command People Transformation Analytics.

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 Call Off Order Form and the Call Off Terms.

Order Number	700007881
From	("CUSTOMER")
To	("SUPPLIER")
Date	23 September 2019

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 23 September 2019
<b>1.2.</b>	<b>Expiry Date:</b> Commencement +36 months End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: 3 months

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services)/as per Statement of Requirements
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### 3. PROJECT PLAN

<b>3.1. Project Plan:</b>	The Supplier shall provide the Customer with a draft Project Plan for approval within 1 week of contract award
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### 4. CONTRACT PERFORMANCE

<b>4.1. Standards:</b>	See Section 10 Statement of Requirements
<b>4.2 Service Levels/Service Credits:</b>	See Section 12 Statement of Requirements
<b>4.3 Critical Service Level Failure:</b>	Not Applied
<b>4.4 Performance Monitoring:</b>	In accordance with Statement of Requirements
<b>4.5 Period for providing Rectification Plan:</b>	In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1 Key Personnel:</b>	
<b>5.2 Relevant Convictions</b> (Clause 28.2 of the the Call Off Terms):	All contractor personnel must hold minimum of SC clearance

### 6. PAYMENT

<b>6.1 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)
<b>6.2 Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):	As per Statement of Requirements. All payments are made via CP&F System
<b>6.3 Reimbursable Expenses:</b>	Permitted - limited to location Travel and Subsistence costs as tasked by the Authority (no separate T&S charges apply to work conducted at Navy Command and Contractor locations)
<b>6.4 Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	
<b>6.5 Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Agreed rates tendered shall be valid for the entire duration of this task (36 months)

<b>6.6</b>	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: N/A
<b>6.7</b>	<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

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: 19 July 2019 <b>And</b> Recital D - date of receipt of Call Off Tender: 1 August 2019
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10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not Required
10.3	<b>Security:</b> In Call Off Schedule 7 (Security)
10.4	<b>ICT Policy:</b> In accordance with JSP440
10.5	<b>Testing:</b> Not Applied
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery) <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 1 month.
10.7	NOT USED
10.8	<b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b> In accordance with Statement of Requirements, DEFFORM 94 (Edn 08/18) - Confidentiality Agreement, DEFFORM 532 (Edn 05/18) (Personal Data Particulars), Non-Disclosure Agreement and Personal Data Aspects Letter.
10.9	<b>Notices (Clause 56.6 of the Call Off Terms):</b>
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
10.11	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> In Call Off Schedule 16 (MOD DEFCONs/DEFFORMs)
10.12	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Further to condition 36.3, there is to be no public announcement or publicity related to this requirement. Any requests must be made directly to the customer. <b>The contractor's access to MOD systems must only be connected to the purposes of this project and in direct relation to the outputs requested. All information generated/accessed inside the term of the contract must be returned to the Authority and not retained by the contractor. Only contractor personnel that hold a valid security clearance can work on this task.</b>

**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	Linda Sharp, Navy Comrcl-AsstTL4
Signature	
Date	23 September 2019