



Crown
Commercial
Service

**Call Off Order Form for Management Consultancy Services
RM6008**

**Provision of Consultancy for Post FNOD Programme
Options & Decision Support**

Contract Reference: CCCC20A55

FRAMEWORK SCHEDULE 4

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 Management Consultancy Services dated 04 September 2018.

This Call Off Order Form relates to the Provision of Consultancy for Post FNOD Programme Options & Decision Support.

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	To be confirmed post Contract Award
From	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	To be confirmed on contract award ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 9th July 2020
1.2.	Expiry Date: End date of Initial Period: 8 th April 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	Services required: REDACTED Please see supplier tender submission REDACTED (dated 30th June 2020) - also as confirmed in the tender Clarification Questions response, the scope and approach for services to be delivered will be agreed during the contract between the Customer and Supplier.
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3. PROJECT PLAN

3.1.	Project Plan: REDACTED
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms REDACTED.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: REDACTED
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Customer</u> REDACTED <u>Supplier</u> REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

In Clause 28.2 of the Call Off Terms See Definition of Relevant Convictions in Call Off Schedule 1

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED For the avoidance of doubt, the total contract value will not exceed £104,000.00 exc. VAT These rates are to remain firm for the duration of the contract. Tasks may range from informal to formal. The tasking needs to be agile and based on the level of support required and urgency of support required. Informal tasking may be agreed either verbally or via email. This is likely to be in the form of requests to support stakeholder meetings or produce presentations for decision support. Formal tasking will be captured in a work order process form and include a set of requirements and deliverable timeline. Formal tasks will be discussed and an output agreed. Tasks will be managed between the Deloitte engagement lead and MOD FNOD lead to ensure the overall project budget is adhered to. A weekly balance will be kept by Deloitte and discussed with the FNOD lead. This will include tasks / effort carried out each week, budget expended and remaining, taking account of formal tasks set over a longer period.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment will be made at 3-month intervals for the work completed up to that point. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
6.3	Reimbursable Expenses: Permitted The base location of the Services will be carried out at REDACTED. Travel may be required to, but not limited to, Devonport and Rosyth Naval Bases. There is no requirement for international travel. Travel and Subsistence to locations other than the Base location shall be payable in accordance with MOD Travel and Subsistence policy. Given the restrictions on travel due to Covid-19, it is expected that the majority of services shall likely be carried out by individuals working from their home or equivalent location and collaborating using technology.

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All invoices need to be submitted through CP&F.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The term of the contract.
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 applied
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 £104,000.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

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: Not applied
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9.2	Commercially Sensitive Information: None
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 17 th June 2020 Recital D - date of receipt of Call Off Tender: 29 th June 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply (Call Off Schedule 7: Security) REDACTED Annex S Memorandum of Security for MoD Contractors embedded below shall apply: REDACTED
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>n/a</i>
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer’s postal address and email address:</u> MOD Abbeywood, Filton, Bristol BS34 8JH REDACTED <u>Supplier’s postal address and email address:</u> Deloitte, 1 New Street Square, London, EC4A 3QH REDACTED
10.10	Transparency Reports

	Not applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applicable
10.12	Call Off Tender: See Annex B
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applied
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
Contract Reference:	CCCC20A55
Date:	8th July 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certifications Nationality

	Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave
Categories of Data Subject	

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	Description
AQAP 2110	NATO AQ Req for Design, Development and Production
DEFCON 522	Payment and Recovery of Sums (CF&F)
DEFCON 608	Access & Facilities to be provided
DEFCON 609	Contractors Records
DEFCON 627	Certificate of Conformity

	DEFCON 658	Cyber
	DEFCON 660	Official Sensitive Security Requirements
	DEFCON 703 (Edn 08/13)	Intellectual Property Rights
	DEFSTAN 05-57	Configuration Management
	DEFSTAN 05-61 pt1	Concessions
	DEFSTAN -5-138	Cyber Security for Defence

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	REDACTED
Signature	REDACTED
Date	7 th July 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	8 th July 2020