

Crown Commercial Service

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

CONTRACT NUMBER: 704711451

**CONTRACT TITLE: DESIGN AND MAINTENANCE GUIDE 27 (DMG27)
PHASE 5**

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

Order Form

Call-off tender reference: 704711451

The buyer: Ministry of Defence.

Buyer address: [REDACTED]

The supplier: [insert name of supplier]

Supplier address: [insert registered address (if registered)]

Registration number: [insert registration number (if registered)]

DUNS number: [insert if known]

Sid4gov id: [insert if known]

1. Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **Friday 9th December 2022**.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services, under **Lot 8**.

2. 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 cannot be used. If the documents conflict, the following order of precedence applies:

- a) This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- b) Joint Schedule 1(Definitions and Interpretation) RM6187
- c) The following Schedules in equal order of precedence.

Joint Schedules for RM6187 Management Consultancy Framework 3:

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- 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 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)

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

Call off Terms:

CCS Core Terms (version 3.0.7)

Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Where there is a discrepancy between a Defence Condition (DEFCON) and a CCS term, the DEFCON will be used.

These are available through <https://www.gov.uk/guidance/knowledge-in-defence-kid>

The following (DEFCONS) are incorporated into this Call-Off Contract:

- DEFCON 5J (Edn 18/11/16) - Unique Identifiers
- DEFCON 76 (Edn 06/21) - Contractors Personnel at Government Establishments
- DEFCON 501 (Edn 10/21) - Definitions And Interpretations
- DEFCON 503 (Edn 07/21) - Formal Amendments To Contract
- DEFCON 513 (Edn 07/21) - Value Added Tax
- DEFCON 514 (Edn 08/15) - Material Breach
- DEFCON 515 (Edn 06/21) - Bankruptcy And Insolvency
- DEFCON 516 (Edn 04/12) - Equality
- DEFCON 522 (Edn 11/17) - Payment And Recovery of Sums Due
- DEFCON 530 (Edn12/14) – Dispute Resolution (English Law)
- DEFCON 531 (Edn 09/21) - Disclosure Of Information
- DEFCON 534 (Edn 06/21) - Subcontracting And Prompt Payment
- DEFCON 537 (Edn 06/02) - Rights Of Third Parties
- DEFCON 538 (Edn 06/02) - Severability
- DEFCON 539 (Edn 08/13) - Transparency
- DEFCON 550 (Edn 02/14) - Child labour and Employment Law
- DEFCON 566 (Edn 10/20) - Change Of Control Of Contractor
- DEFCON 602B (Edn 12/16) - Quality Assurance Without Quality Plan
- DEFCON 642 (Edn 07/21) - Progress Meetings
- DEFCON 649 (Edn 12/16) - Vesting
- DEFCON 656A (Edn 08/16) - Termination for Convenience – Under £5M
- DEFCON 658 (Edn 09/21) - Cyber (Cyber Risk Profile for the contract – in accordance with the Guidance).
- DEFCON 659a (Edn 09/21) - Security Measures
- DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
- DEFCON 670 (Edn 02/17) - Tax Compliance
- DEFCON 703 (Edn 06/21) - Intellectual Property Rights

3. Call off Deliverables

Call-off start date: 9th December 2022

Call-off expiry date: 30th June 2023 to allow for final invoicing

Call-off initial period: 10 months

Call-off deliverables are as follows:

	Activity	Deliverable	Due
1	The development of design graphs for single aircraft type usage.	To be incorporated in new DMG 27 Manual	31/5/2023
2	Rewrite of DMG 27 (i.e., Remaining sections of manual not completed in revised Phase 4) including guidance for use of DEAP2022 software.	The provision of the new DMG 27 Manual.	31/5/2023
3	Development of new methodologies for the design/evaluation of multi-layer concrete slabs including lean concrete/asphalt interlayers and their incorporation into new DEAP2022 software. WSP letter dated 06 Oct 2021 (attached at Annex C) refers.	Provision of a report on the rationales incorporated in the new design/evaluation procedures for multi-layer rigid pavements and a reconciliation of these pavement designs with that of current DMG 27 designs. The provision of updated and finalised DEAP2022 software and source code.	27/3/2023

4. Payment and charges.

Maximum liability

The limitation of liability for this Call-Off Contract is £55,000 ex VAT.

Call-off charges

Option A: Insert the Charges for the Deliverables

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

Electronic Purchasing - You must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please consult the service provider on connectivity options.

5. Buyer and Supplier details

Buyer's invoice address

[REDACTED]

Buyer's authorised representative

[REDACTED]

Buyer's security policy

As per DEFCONs listed above.

Supplier's authorised representative

[insert name]
[insert role]
[insert email address]
[insert address]

Supplier's contract manager

[insert name]
[insert role]
[insert email address]
[insert address]

Progress meeting frequency

As required – minimum of monthly.

Key staff

[insert name]
[insert role]
[insert email address]
[insert address]

Key subcontractor(s)

[insert Not applicable or insert Key Subcontractor(s) registered name)]

Commercially sensitive information

[insert Not applicable or insert Supplier's Commercially Sensitive Information]

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:

Name:

Role:

Date: