

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

Provision of a Temporary Programme Manager for Flexible Tactical Unmanned Air System (FTUAS) Programme

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 Management Consultancy Framework 2 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	700495368
From	Navy Command Commercial on behalf of Ministry of Defence ("CUSTOMER")
To	Jacobs U.K. Limited ("SUPPLIER")
Date	("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st April 2020
1.2.	Expiry Date: End date of Initial Period: 14th December 2020 End date of Extension Period: Minimum written notice to Supplier in respect of extension: 10 working days

2. SERVICES

2.1	Services required: As defined in the Statement of Requirements (Appendix A) issued on 30 th March 2020.
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3. PROJECT PLAN

3.1.	Project Plan: To be provided if requested by the Project Team.
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4. CONTRACT PERFORMANCE

4.1.	Standards: None identified at contract commencement
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: As per Jacobs U.K. Limited's proposal dated 6 th April 2020
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):			
	ITEM	DAYS	RATE	TOTAL
	Labour			
	Client directed Travel & Subsistence			
	Total			£207,250.00
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Monthly payment via Exostar/CP&F. Payment made within 30 days of invoice submission.			
6.3	Reimbursable Expenses:			

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Total duration of the call-off contract – 8 months
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 £207,250.00 ex VAT (for contract duration of eight months)
7.2	Supplier's limitation of Liability As defined at Clause 37.2.1 of the Call Off Terms
7.3	Insurance As defined at 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
9.2	Commercially Sensitive Information: None

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): DEFCON 532A (Edn 04/20) – Protection of Personal Data DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Navy Command Commercial, Room 303, Building 1/80, Jago Road, HMNB Portsmouth, PO1 3LU isabel.king107@mod.gov.uk Supplier's postal address and email address: Jacobs U.K. Limited
10.10	Transparency Reports Not required
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: As per Jacobs U.K. Limited's proposal dated 6 th April 2020

10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable
10.14	Staff Transfer Not applicable
10.15	Processing Data Not applicable
10.16	MOD DEFCONs and DEFFORM As below:

The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:

DEFCONs

DEFCON No	Version	Description
DEFCON 76	12/06	Contractor's Personnel at Government Establishments
DEFCON 531A	04/20	Protection of Personal Data
DEFCON 658	10/17	Cyber
DEFCON 630	02/18	Framework Agreements
DEFCON 660	12/15	Official-Sensitive Security Requirements <i>The requirement under DEFCON 660 for the provision of a Security Aspects Letter is <u>waived</u> as all work on the contract will be carried out on Government premises and equipment only.</i> <i>Note: - Reference: JSP 440 Part 2 V 6.0 Leaflet 13 Para 35B applies in this case.</i>

DEFFORMs

DEFFORM No	Version	Description

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	Signed on original
Signature	
Date	

For and on behalf of the Customer:

Name and Title	Signed on original
Signature	
Date	