



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

**FUTURE MARITIME SUPPORT PROGRAMME
AND SHIPS DOMAIN
PROJECT CONTROLS SUPPORT**

CONTRACT: FMSP/020

FRAMEWORK SCHEDULE 4**CALL OFF ORDER FORM AND CALL OFF TERMS****SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **RM3745** dated [4th September 2017/21st November 2017].

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	FMSP/020
From	Defence Equipment & Support Executive Agency of MoD
To	KPMG LLP

SECTION B**CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: Deemed to be 23rd January 2020
	Expiry Date: End date of Initial Period: 22nd October 2020 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) as per Statement of Requirement at Appendix B
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PROJECT PLAN

3.1.	Project Plan: Not Applicable
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CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <ol style="list-style-type: none"> 1. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services shall: <ol style="list-style-type: none"> a) Before commencement of the Services hold a valid security clearance in line with the UK Government Baseline Personnel Security Clearance standard (BPSS); and b) Within one month of commencement of the Services, hold a valid security clearance in line with the UK Government Security Check standard (SC). <p>The Supplier shall ensure that the security clearances above remain valid for the entire duration of the Services. The Supplier shall immediately remove from the Services any person whose security clearance becomes invalid.</p> 2. The Supplier shall, when requested by the Customer, promptly complete a Supplier Assurance Questionnaire (SAQ) in accordance with the UK Government Cyber Essentials Scheme. The Supplier shall ensure that its Cyber Essentials accreditation level matches the Cyber Risk Level of the Services, as advised from time to time by the Customer. 3. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services have sufficient knowledge, skill and experience to perform their role to a high professional standard. The Supplier shall immediately remove from the Services any person who does not have the necessary knowledge, skill and experience. 4. The Customer may at any time during the Services amend a Security Aspects Letter that it has already issued. The Supplier shall at all times during the Services comply with the obligations imposed on it by the existence of the Security Aspects Letter(s) in accordance with MOD security policy and procedure.
	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p>

	In Clause 39.2.1(a) of the Call Off Terms
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PERSONNEL

5.1	Key Personnel: Relevant SQEP required in line with the requirements
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applied

PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>A) The Customer is only able to accept invoices submitted through its nominated electronic procure-to-pay system, and the Supplier shall register with the system and complete all required onboarding processes. The Customer will not accept, and will have no obligation to pay, invoices submitted by any other means.</p> <p>B) Prior to submitting any invoice, the Supplier shall submit to the Customer an explanation of the cost make-up of the proposed invoice including sufficient detail for the Customer to determine whether the cost make-up is correct. The Supplier shall not submit the respective invoice until the Customer has agreed that the cost make-up is correct (and the Customer shall not unreasonably withhold or delay such agreement).</p> <p>C) Invoicing shall be monthly for each month end.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>1. Payment process shall be initiated by the Authority's Project Manager on satisfactory completion of work.</p> <p>2. For accruals purpose the Cost breakdown of charges shall be provided no later than the last working day of each month.</p>

6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p> <p>A) For all claims as per MoD Travel Policy and receipts to be provided.</p> <p>The locations where the Services will be carried out is DE&S, Abbey Wood, Bristol, BS34 8JH and Naval Base, Devonport, and or at the Supplier's premises if required. Abbey Wood is the main location.</p> <p>The main base location will be DE&S, Abbey Wood, Bristol.</p> <p>And or any other site as required to perform the work, will be based on MoD Travel Policy travel and subsistence rates, unless otherwise agreed by MOD case-by-case.</p>
6.4	<p>Customer billing address</p> <p>(paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>MOD DE&S Abbey Wood DES Ships - FMSP Team MailPoint 3030, Cedar 0 Bristol BS34 8JH</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing))</p> <p>Until contract expiry date.</p>
6.6	<p>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:</p> <p>Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>For the avoidance of doubt this contract is not to exceed FOI 43</p> <p>To note the initial value of Call off Order Form when placed as at 23rd January 2020 will be FOI 43</p> <p>Travel & Subsistence: FOI 43</p> <p><u>Priced Options</u></p> <p>Minimum written notice to Supplier in respect of taking up option(s): 5 Working Days</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">OPTION</th> <th style="width: 60%;"></th> <th style="width: 30%;">PRICE EX VAT</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>FMSP Lots</td> <td>FOI 43</td> </tr> <tr> <td>B</td> <td>Ships Taskings- 1st April 2020 to 23rd October 2020</td> <td>FOI 43</td> </tr> </tbody> </table>	OPTION		PRICE EX VAT	A	FMSP Lots	FOI 43	B	Ships Taskings- 1st April 2020 to 23rd October 2020	FOI 43
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7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms)</p> <p>Clause 37.2.1 of the Call Off Terms is deleted and replaced with:</p> <p>Subject to Clause 37.1 of The Call Off Terms (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call off Contract as a result of Defaults by the Supplier shall in no event exceed FOI 43</p>									
7.3	Insurance (Clause 38.3 of the Call Off Terms):									

TERMINATION AND EXIT

8.1	<p>Termination on material Default</p> <p>In Clause 42.2.1(c) of the Call Off Terms:</p>
8.2	<p>Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to 5 working days</p>
8.3	<p><i>Undisputed Sums Limit:</i></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
8.4	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management)</p>

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: Pricing Schedule at Appendix E

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: January 2020 Recital D - date of receipt of Call Off Tender:
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Long form security requirements AND Security Policy: means the Defence Security Handbook and any additional security information, instructions or advice that the Customer may provide from time to time. Cyber Reference: FOI 43 to be undertaken as soon as possible but no more than 30 working days.
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 3 working days .
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): As specified by the Customer from time to time
10.9	Notices (Clause 56.6 of the Call Off Terms):

	<p>Customer's postal address and email address:</p> <p>DE&S</p> <p>Abbey Wood DES Ships - FMSP Team MailPoint 3030, Cedar 0 Bristol BS34 8JH</p> <p>DESShipsFMSP-Comrcl@mod.gov.uk</p> <p>FAO: DPA</p> <p>KPMG LLP 66 Queen Square Bristol BS1 4BE</p> <p>DPA</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>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):</p> <p>Clause 59 Security Measures (additionally in accordance with the Security Aspects Letter dated 20th January 2020)</p> <p>Clause 60 Access to MoD Sites</p> <p>Call off Schedule 16: MoD DEFCONS and DEFFORMS</p> <p>The parties agree that notwithstanding DEFCON 502, any variations to the specification would be mutually agreed.</p> <p>The parties agree that notwithstanding DEFCON 703 the Authority will have ownership of all final deliverables under the call off Order and if required, any additional information/data relating to final deliverables will be made available for the Authority's purpose only. The Contractor shall retain ownership of its drafts, interim documents and working papers. Any IPR modifications and or enhancements developed under this contract and funded by the Authority will remain the property of the Authority</p> <p>Open Source Publication</p> <p>The parties agree that only the Authority, as the customer, may rely upon the information provided under this Contract. No duty of care is owed by the Contractor to any other parties with whom the Authority may share this information.</p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p>
10.13	<p>Publicity and Branding Clause 36.3.2 of the Call Off Terms</p>

	Supplier's individuals to adhere to the Non-Disclosure Agreement in place.																								
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). FOI 43																								
10.15	Processing Data Call Off Schedule 17																								
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15																								
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>DEFFORMs</p> <table border="1"> <thead> <tr> <th>DEFFORM No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>111</td> <td>05/19</td> <td>Appendix-Addresses and Other Information</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		DEFCON No	Version	Description										DEFFORM No	Version	Description	111	05/19	Appendix-Addresses and Other Information						
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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	DPA
Signature	
Date	January 2020

For and on behalf of the Customer:

Name and Title	DPA
Signature	
Date	January 2020

CALL OFF SCHEDULE 2: SERVICES

APPENDIX B
STATEMENT OF REQUIREMENTS

FOI 43

Appendix E - Pricing Schedule

Role Descriptor	Number of days	Daily Rate £ (exc VAT)	Total £ (exc VAT)
Partner / Director Accountant / Auditor			
Managing Accountant / Auditor			
Principal Accountant / Auditor			
Senior Accountant / Auditor			
Accountant / Auditor			
Junior Accountant / Auditor			
TOTAL			

Pricing is inclusive of T & S which is FOI 43 for the duration of the contract.

DPA