

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4
CALL OFF ORDER FORM

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 Complex And Transformation Consultancy Services 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	700009118
From	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	28 October 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 November 2019
1.2.	Expiry Date: End date of Initial Period: 31 October 2020 End date of Extension Period: Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	Services required: As detailed in the Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan: – As detailed in the Statement of Requirements
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4. CONTRACT PERFORMANCE

4.1.	Standards: As detailed in the Statement of Requirements
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 detailed in the Statement of Requirements
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):
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	As detailed in Pricing Schedule
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): As detailed in Statement of Requirements
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Navy Commercial Jago Road HMNB Portsmouth
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All Call Off Contract Years from the Call Off Commencement Date
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:
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 £1,291,000.00
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (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):

	The Authority reserves the right to terminate the contract at the end of Phase 1 or Phase 2 if the subsequent Services are no longer required.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:
9.2	Commercially Sensitive Information:

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 11/09/19 Recital D - date of receipt of Call Off Tender: 23/09/19
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: short form security requirements And as per Security Aspects Letter
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): As per Security Aspects Letter and Personal Data Aspects Letter
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Navy Command Commercial Jago Road HM Naval Base Portsmouth Hampshire PO1 3LU Supplier's postal address and email address: Deloitte LLP 1 New Street Square London EC4A 3HQ
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:
10.12	Call Off Tender: As per tender submitted 23/09/19
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 and as per DEFFORM 532
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	Version	Description
DEFCON 532B	05/18	Personal Data Particulars
DEFCON 658	10/17	Cyber
DEFCON 659A	02/17	Security Measures
DEFCON 660	12/15	Official-Sensitive Security Requirements

DEFFORMs

DEFFORM No	Version	Description
DEFFORM 532	05/18	Personal Data Particulars

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	
Signature	
Date	