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

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of audit services under lot 3 of **RM3745** dated *4th September 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** | **BATCM/0338** |
| **From** | **BATTLEFIELD AND TACTICAL COMMUNICATIONS AND INFORMATION SYSTEMS (BATCIS)**  **("CUSTOMER")** |
| **To** | **ACTICA CONSULTING LIMITED**  **("SUPPLIER")** |

**SECTION B**

**call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**:  **16th November 2020** |
|  | **Expiry Date**:  End date of Initial Period **15th August 2021** |

**Services**

|  |  |
| --- | --- |
| **2.1.** | **Services required**:  In Call Off Schedule 2 (Services)  Please refer to Appendix B (Statement of Requirements). |

**PROJECT Plan**

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**:  Time in relation to compliance with Milestone Dates shall be of the essence and failure of the Supplier to comply with such Milestone Date shall be a material Default unless the Parties expressly agree otherwise.  In accordance with Clause 24 and Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Invoicing and Payment), the following Milestone Payments shall apply. |
|
| |  |  |  | | --- | --- | --- | | **Milestone** | **Deliverables** | **Milestone Date** | | 1 | Independent Reconciliation of the Delivered Contractual Requirements Report | Draft by 24th December 2020  Issued no later than 15 January 2021 | | 2 | Independent Assessment of Additional Delivery Benefits Contract Delivery Report | Draft by 24th December 2020  Issued no later than 15 January 2021 | | 3 | Independent Assessment of Mitigating Factors Contract Delivery Report | Draft by 24th December 2020  Issued no later than 15 January 2021 | | 4 | Independent Assessment of the General Dynamics Forecast to Completion Report | Draft by 24th December 2020  Issued no later than 15 January 2021 | | 5 | Update Reports | Weekly to 15th January 2021 | | 6 | Independent Commercial Review End State Exit Review | Draft by 24th December 2020  Issued no later than 15 January 2021 | | 7 | Independent Commercial Review Tasking Support | TBD | | 8 | Travel and Subsistence (Max [REDACTED])  (to locations other than GDUK Oakdale, Bristol Abbey Wood, Corsham, Army HQ Andover and Actica offices in Guildford). | TBD |   Milestone Payments   |  |  | | --- | --- | | Date | Value | | 30th November 2020 | [REDACTED] | | 31st December 2020 | [REDACTED] | | 31st January 2021 | [REDACTED] | | |

**contract performance**

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In accordance with Clause 11 (Standards) of the Call Off Terms, the supplier shall comply with industry best practice set out by bodies including, but not limited to, the Audit and Assurance Council, Financial Reporting Council, National Audit Office and Public Audit Forum.  The Supplier shall hold a valid Cyber Essentials Scheme Basic Certificate or equivalent, for the duration of the Call Off Contract Period.  Def Stan 05-138 |
| **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 |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Supplier to populate a list of personnel and their roles, who are key to the delivery of this Contract. |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not applied. |

**PAYMENT**

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Payment will be tied to the achievement of the Key Milestones set out in Clause 3.1 of this Call Off Order Form.  If tasks 1-6 contained within the Statement of Requirement are fully completed by 24 December 2020, and subsequently accepted by the Authority, the contractor shall receive a 15% bonus of the Milestone Payment value.  Payment for Supplier Deliverables will be made by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.  Where the Supplier submits an invoice to the Authority, the Authority will consider and verify that invoice in a timely fashion.  The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**:  Travel and subsistence costs will not be paid for travel to GDUK Oakdale, Bristol Abbey Wood, Corsham, Army HQ Andover and Actica offices in Guildford. Any other travel and subsistence shall be agreed in advance with the Authority and subject to the MOD standard rates. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Ministry of Defence  DBS Finance  Walker House  Exchange Flags  Liverpool  L2 3YL |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  One Call OffContract Years from the Call Off Commencement Date. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Every six months of each Call Off Contract Year during the Call off Contract Period. |
| **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 |

**LIABILITY and insurance**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £[REDACTED] |
| **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): |

**TERMINATION and exit**

|  |  |
| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 of the Call Off Terms):  In Clause 42.7.1 of the Call Off Terms |
| **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) and Serial 11 of the Statement of Requirements |

**supplier information**

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| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  The Authority Obligations are detailed in the Table in Paragraph 5 of Appendix B of the Statement of Requirement.  The Supplier shall notify the Authority within one (1) Working Day if there are any Authority Obligation failures including confirmation of their impact on the Deliverables and the mitigating actions the Supplier will undertake to minimise the Authority Obligation failures impact and continue to perform its obligations under the Contract to the extent that it is able to do so with the constraints from the Authority Obligation failure.  The Authority shall give the Contractor such relief from its obligations as is reasonable for such a GFX Failure (including any reasonably and properly incurred costs where applicable) subject to the Contractor complying with its obligations in Appendix B and the relief being from an obligation directly impacted by the Authority Obligation failure. |
| **9.2** | **Commercially Sensitive Information**:  Supplier to populate any Commercially Sensitive Information included as part of their proposal. |

**OTHER CALL OFF REQUIREMENTS**

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| --- | --- |
| **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**:  Select short form security requirements  AND  The Security Requirements detailed in Appendix B (Statement of Requirements) |
| **10.4** | **ICT Policy:**  Not applied |
| **10.5** | **Testing**:  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):  If requested, the Supplier shall supply any held and/or processed Customer Data in written format |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  FAO BATCIS Commercial  Ash Level 0 #3008,  MoD Abbey Wood  Bristol  BS34 8JH  ISSComrcl-BATCIS-Morpheus-Grp@mod.gov.uk  Supplier’s postal address and email address:  Actica Consulting Limited  4 Stirling House  Sitrling Road  Surrey Research Park  Guildford  GU2 7RF  opportunities@actica.co.uk |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **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):**  MOD (“Ministry of Defence”) Additional or Alternative Clauses (see paragraph 7 of Call Off Schedule 14)  The Supplier shall comply with the requirements set out in the Security Aspects Letter at Appendix A |
| **10.12** | **Call Off Tender**:  In Call Off Schedule 16 |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)** |
| **10.14** | **Staff Transfer**  Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
|  | * + 1. The contact details of the Customer Data Protection Officer is:   **[REDACTED]**   * + 1. The contact details of the Suppliers Data Protection Officer is:   **Actica Consulting Ltd**   * + 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.     2. Any such further instructions shall be incorporated into this Schedule.  |  |  | | --- | --- | | **Contract Reference:** | **BATCM/0338** | | **Date:** |  | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. | | 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 Award 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:**   |  |  |  | | --- | --- | --- | | DEFCON/DEFFORM No | Version | Description | | DEFCON 76 | Edn 12/06 | Contractor’s Personnel at Government Establishments | | DEFCON 658 | Edn 10/17 | Cyber – The Cyber Risk Profile of the Contract will be confirmed post Contract Award and will be as defined in Def Stan 05-138. | | DEFCON 660 | Edn 12/15 | Official-Sensitive Security Requirements | | DEFFORM 94 | Edn 08/18 | Confidentiality Agreement | | |

**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 |  |