



Crown
Commercial
Service

TERMS AND CONDITIONS

**CONSULTANCY SUPPORT TO DEVELOP A CONTROL TOWER FOR
DSCOM HEAD**

TO

MINISTRY OF DEFENCE

FROM

DELOITTE LLP

CONTRACT REFERENCE: CCCC19A09

FRAMEWORK SCHEDULE 4

**CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT
CONSULTANCY FRAMEWORK AGREEMENT (RM3745)**

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Consultancy Support to Develop a Control Tower for DSCOM Head dated **27th February 2019**.

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	<i>(To be complete at Contract award)</i>
From	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4 th March 2019
1.2.	Expiry Date: End date of Initial Period: 29 th March 2019 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: (Statement of Requirements, Section 13
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: [REDACTED] Supplier: [REDACTED],
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): Not Applied

6. 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)
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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>
6.3	<p>Reimbursable Expenses: Permitted (see below)</p> <p>The base location for the services shall be [REDACTED]. Day rates submitted will be inclusive of travel to the base location. However due to the limited availability of space, the location of the Services shall be carried out at a variety of sites including but not limited to [REDACTED] that ensures maximum value for money at minimum expense.</p> <p>The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the MoD expenses policy.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>4 weeks from 4th March 2019 to 29th March 2019.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. 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 Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £ [REDACTED] (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms);</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p>

7.3	Insurance (Clause 38.3 of the Call Off Terms):
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8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms):
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms):
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. 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: Not Applicable

10. 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: 11 th February 2019 Recital D - date of receipt of Call Off Tender: 15 th February 2019
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Long form security requirements applied

10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 10 working days
10.7	NOT USED
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): Not Applied
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer’s postal address and email address: ██████ ██████████ ██████████████ ██████ ██████████ ██ Supplier’s postal address and email address: ██████████ ██████████████████ ██████ ██████████
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): See MoD Defcons in Schedule 16 & MoD Specific Clauses
10.12	Call Off Tender:

	In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional clauses shall apply.

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	[REDACTED]
Signature	[REDACTED]
Date	12/3/2019

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	13/3/2019