

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3) PS285

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference: Defence Digital Procurement Support

The Buyer: Ministry of Defence

Buyer address: MOD Corsham, Corsham, Wiltshire, SN13 9NR on behalf of the Secretary of State for Defence

The Supplier: Capita Business Services Limited (Capita)

Supplier address: 65 Gresham Street, London, EC2V 7NQ

Registration number: 2299747

DUNS number: 500191747

Sid4gov id: Not Applicable

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13th July 2023.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: Lot 6 – Procurement & Supply Chain

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

OFFICIAL-SENSITIVE COMMERCIAL

Framework Ref: RM6187
Project Version: v1.0

2 Model Version:

v3.1

OFFICIAL-SENSITIVE - COMMERCIAL

2. Joint Schedule 1(Definitions and Interpretation) RM6187 3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms The following Special Terms are incorporated into this Call-Off Contract:

- The Supplier Confirms that all workers are employees of the Supplier.
- Current and Valid SC clearance is needed for all workers on the Contract.
- The following Quality Assurance Standards apply:
 - No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627
 - No Deliverable Quality Plan is required reference DEFCON 602B.
 - Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
 - Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements Contractor Working Parties.

Call-off start date: 24th July 2023

Call-off expiry date: 23rd January 2024

Call-off initial period: 6 Months

Call-off deliverables:



Procurement Resource

Capita to provide the following procurement resources to support the programme of work as required: 1 x B1/C2 @ ██████████ per day. Team management responsibilities. This role will begin on 24th July 2023.

1 x C2 @ £ ██████████ per day. This role will begin once the worker is successfully onboarded to MoD equipment.

1 x C2 @ £ ██████████ per day. This role will begin once the worker is successfully onboarded to MoD equipment.

Capita resources to support programme of work under direction of the Buyer, undertaking strategic activity which may include but is not limited to the below:

- Lead strategic procurement projects across a variety of categories, predominantly Professional Services
- Create strategic sourcing strategies
- Allocate and manage the Professional Services demand.
- Conduct market engagement and market intelligence reports where necessary
- Create and manage relationships with suppliers
- Support negotiations
- Maintain the schedule of and plans for procurements
- Writing and editing tender documents
- Contributing the development of contract terms and conditions alongside Buyer core commercial team and legal
- Working with stakeholders and subject matter experts to incorporate service requirements into requirements specification schedules
- Contributing to development of pricing mechanisms, service levels and service credit mechanisms
- Knowledge share and transfer to Crown Servant team, to facilitate upskilling.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Charges used to calculate liability for the call-off initial period expiring 23rd January 2024.

£297,460.00 (ex VAT). This is comprised of £ [REDACTED] (ex VAT) for resource and £ [REDACTED] (ex VAT) for travel.

Call-off charges

The Supplier shall provide the following resources, on a Time and Materials basis:

1 [REDACTED] x Senior Commercial Manager Role (B2 / C1) £ [REDACTED] ex VAT per day. Days x [REDACTED] = £ [REDACTED] ex VAT

2 [REDACTED] x Commercial Manager (C2) £ [REDACTED] ex VAT per day. Days x £ [REDACTED] x 2 = £ [REDACTED] ex VAT Expenses shall be billable at cost and capped to a maximum budget of £ (ex VAT).

This Call-Off shall have a maximum price of **£297,460.00 (ex VAT)** for period up to 23rd January 2024.

The Call off Contract may be extended by the Authority (subject to Financial Approval) for an additional 2 x 3 Months.

This will be for the following resources at the following day rates:

- Senior Commercial Manager Role (B2 / C1) £ [REDACTED] ex VAT per day.
- 2 X Commercial Manager (C2) £ [REDACTED] ex VAT per day.

Invoking any option requires a formal Contract Change.

The Authority may terminate the Contract by providing the Supplier with 1 Months' notice.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Payment method

All invoices should be submitted to the Buyer's Accounts Payable team via email, with the relevant purchase order. Invoices will be payable monthly in arrears within 30 days of receipt.

Buyer's invoice address

Accounts Payable
Defence Digital
MOD Corsham, Corsham, Wiltshire, SN13 9NR

Buyer's authorised representative

Mobile: [REDACTED]

E-mail: [REDACTED]

Buyer's security policy To be provided by the Buyer.

Supplier's authorised representative

Capita Procurement Solutions, 65 Gresham Street, London, EC2V 7NQ

Progress report frequency Not applicable.

Progress meeting frequency

Not applicable.

Key staff

Not Applicable

Key subcontractor(s) Not applicable.

Commercially sensitive information

The following information shall be deemed Commercially Sensitive Information:

- any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;
- any information falling within the definition of "Supplier's Confidential Information".

The duration for which such information shall be confidential is indefinite.

An NDA has accompanied this Contract.

Service credits Not applicable.

Additional insurances Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy To be provided prior to the commencement date.

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 17/07/2023

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: