

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Attachment 5 b – Call Off Order Form

**Contract Reference: DSCOMCB2252 - Multi-Domain Integration Change Programme
External Assistance Support**

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 **Multi-Domain Integration Change Programme External Assistance Support** 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	DSCOMCB2252 - Multi-Domain Integration Change Programme External Assistance Support
From	Ministry of Defence ("CUSTOMER")
To	PA Consulting ("SUPPLIER")
Date	01/09/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 20 September 2021
1.2.	Expiry Date: Thursday 30 June 2022 There shall be no further expressed extension option for this contract. This contract must end on the above stated date unless otherwise subsequently agreed to by both contracting parties.

2. SERVICES

2.1.	Services required: Full details in Attachment 3 – Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan: Milestones and deliverables will be added to the below as and when they are identified by the MDICP in line with the agile arrangement of this call off. The following Contract milestones/deliverables shall apply:
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Milestone	Description	Timeframe or Delivery Date
1	<p>Monthly Breakdown to include:</p> <ul style="list-style-type: none"> • Breakdown of hours utilised • Breakdown of work completed (no more than 1 page of A4) • Draft plan for the upcoming month's tasking 	Last working day of each calendar month for the call off duration.
2	<p>Produce an actionable 1yr plan to be led through the five Key Elements to enable successful delivery to the MDI end-states, including but not limited to the activities in 7.2 above, presented and endorsed by the MDICP 2*/3* boards:</p> <p>PowerPoint presentation</p>	Within 4 weeks of contract commencement
3	In line with agreed approach as an output of Deliverable 2, provide dedicated support and advice to the 5 MDICP Key Element workstream leads drawing in the related pathways and cross cutting themes from the Programme Design.	Activities recorded as part of Deliverable 1 throughout the life of the contract
4	<p>Produce a benefit strategy specific to the identification, recording and measurement of financial and non-financial benefits of MDI for Defence, endorsed by the 3* Steering Group:</p> <p>Word document</p>	Within 8 weeks of contract commencement
5	<p>Map the high-level benefits of the Key Element workstreams to the MDI end-states and wider Defence activities:</p> <p>PowerPoint presentation</p>	Within 8 weeks of endorsed delivery of Deliverable 4
6	<p>Produce a framework and supporting narrative to enable the intuitive mapping of dependencies and interdependencies of potential and extant MDI activities across Defence outputs, for endorsement by the MDICP 2*/3* Boards:</p> <p>Word Document</p>	Within 4 weeks of contract commencement
7	Populate the Dependency framework delivered as part of Deliverable 6 with the high-level dependencies that will achieve the successful delivery of the MDI end-states.	Within 8 weeks of endorsed delivery of Deliverable 6

4. CONTRACT PERFORMANCE

4.1.	Standards:			
	KPI/SLA	Service Area	KPI/SLA description	Target
	1	Delivery timescales	Delivery timescale agreed per ad hoc task to be added to the milestones and deliverables, between task owner and supplier within one working day of task issue	100%
	2	Implementation Authority	1yr plan on the delivery of the MDI end-states through the five key elements, endorsed by the 2*/3* MDI governance community within 6 weeks of contract commencement.	100%
	3	Implementation Authority	Dedicated support and advice to the MDICP Key Element leads measured against agreed milestones provided through weekly feedback with the core team.	95%
	4	Design Authority	Benefit strategy delivered in word format, aligned to Defence best practice and endorsed by the MDI 3* Steering Group, within 8 weeks of contract commencement.	100%
	5	Design Authority	Map the high-level benefits of the Key Element workstreams to the MDI end-states, highlighting the baseline, metrics and both financial and non-financial benefits within 16 weeks of contract commencement through a PowerPoint presentation	95%
	6	Implementation Authority	Framework and supporting narrative for mapping of dependencies and interdependencies using Defence best practice, endorsed by the 2*/3* MDI	100%

			community. In word format within 4 weeks of commencement.	
	7	Implementation Authority	Dependency framework with high-level MDI dependencies for review and approval by the MDICP WG 12 weeks after contract commencement.	95%
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: TBC
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): 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)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Permitted Expenses to be included in the rates and paid in line the Contracting Authority's Travel and Subsistence policy and must be agreed in advance.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 10 Bressenden Place, London SW1E 5DN

6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the contract.
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: Not Applicable
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 maximum limit of liability sum of £2,500,000.00 during the entire contract duration.
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): In 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): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 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:

	In line with GDPR legislation
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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: 22/07/2021 Recital D - date of receipt of Call Off Tender: TBC on Contract Award
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
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): Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: To be completed post award Supplier's postal address and email address: To be completed post award
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: Not Applicable
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In 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	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>Customer Data Protection Officer Details: To be completed post award</p> <p>Supplier Data Protection Officer Details: To be completed post award</p> <p>1. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>2. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1" data-bbox="316 712 1474 1966"> <tr> <td>Contract Reference:</td><td>DSCOM/CB/2252</td></tr> <tr> <td>Date:</td><td>TBC</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the Data Controller and that the Supplier is the Data Processor under this Framework Agreement.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td>Nature and purposes of the processing</td><td>For the exchange of information between the parties to this contract</td></tr> <tr> <td>Type of Personal Data</td><td> Full name Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications </td></tr> </table>	Contract Reference:	DSCOM/CB/2252	Date:	TBC	Description Of Authorised Processing	Details	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the Data Controller and that the Supplier is the Data Processor 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 Contract plus 7 years.	Nature and purposes of the processing	For the exchange of information between the parties to this contract	Type of Personal Data	Full name Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications
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		<p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>	
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	Categories of Data Subject	Contractors Service Providers Suppliers	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	DEFCONs		
	DEFCON No	Version	Description
	658	10/17	Cyber
	514	08/15	Material Breach
	520	05/18	Corrupt Gifts and Payments of Commission
	530	12/14	Dispute Resolution (English Law)
	604	06/14	Progress Reports
	605	06/14	Financial Reports
	625	10/98	Co-operation On Expiry of Contract
	642	06/14	Progress Meetings
	660	12/15	Official-Sensitive Security Requirements
	76	12/06	Contractor's Personnel at Government Establishments
	531	11/14	Disclosure of information
	609	08/18	Contractor's Records
	539	08/13	Transparency
	DEFFORMs		
	DEFFORM No	Version	Description
	539A	08/13	Tenderer's Commercially Sensitive Information Form

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	