

**Crown Commercial Service**

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

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## 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 **Lot 2 Procurement, supply chain & commercial 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	<b>RM6008/CCT870</b>
From	Defence Digital located at MOD Corsham, Corsham, Wiltshire, SN13 9NR on behalf of the Secretary of State for Defence <b>("CUSTOMER")</b>
To	Capita Business Services Ltd (T/A Capita Procurement Solutions), 30 Berners Street, London, W1T 3LR registered number: <b>("SUPPLIER")</b>
Date	07/02/2020 <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 11 February 2020
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>31<sup>st</sup> March 2020</b>  End date of Extension Period: <b>N/A</b>  Minimum written notice to Supplier in respect of extension: <b>N/A</b>

#### 2. SERVICES

2.1	<b>Services required:</b> The high-level requirements are to be delivered: <ul style="list-style-type: none"><li>• Supporting the development and implementation of the commercial strategy included development of the benefits realisation plan and SME strategy.</li><li>• Supporting the development of the pre-qualification questionnaire and aspects of the Invitation to Tender including the evaluation criteria.</li><li>• Supporting the GC commercial team in developing the contract management plan. Including support to the GC negotiations as required.</li></ul>
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	Specific deliverables and activities to meet these high-level requirements will be agreed between the supplier and Authority.
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  Not applied.
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions; Def Stan 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contracting Working Parties; Cyber Risk Level has been assessed as ■■■■, assessed under ■■■■
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> Not applied
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not applied

### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): This Call-Off shall have a maximum price of £195,833 (ex VAT). Resources will be charged on a Time and Materials Basis, using the below rate card. Resources must be agreed in advance, in writing, between both parties.
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Grade	Day Rate (excluding expenses)
Junior Consultant	████
Consultant	████
Senior Consultant	████
Principal Consultant	████
Managing Consultant	██████
Director	██████

Expenses will be chargeable at cost and capped at ██████.

**6.2 Payment terms/profile:**  
 Payment will be made by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.  
 Invoices are to be submitted following acceptance of the deliverables agreed between the Customer and the Supplier as part of the product assurance process set out at Para 2.1 of this Call-Off Form. The Customer will consider and verify such Invoice in a timely fashion.

**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)):  
 ██████ Defence Digital Commercial, ██████, MoD Main Building, Whitehall, London, SW1A 2HB

**6.5 Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  
 1 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:  
 N/A 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

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £195,833 (ex VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); The sum equivalent to 125% of the estimated Year 1 Call Off Contract Charges shall apply.

<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): <ul style="list-style-type: none"> <li>• A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
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## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to thirty (30) Days
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Contract Pricing Contract specific terms

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Paragraphs 1 to 5 of Call Off Schedule 7 (Security) shall apply.
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date

<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be <b>Not used</b>.</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>Not applied</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>██████████, Defence Digital Commercial, Spur B2, Bldg 405, MOD Corsham, Corsham, Wiltshire, SN13 9NR.</p> <p>Email: ██████████</p> <p>Supplier’s postal address and email address:</p> <p>██████████ Capita Procurement Solutions 30 Berners Street, London, W1T 3LR</p> <p>Email: ██████████</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Paragraph 5.1 of Call Off Schedule 14 (Alternative and/or Additional Clauses)</p> <p>Paragraph 7 of Call Off Schedule 14 (Alternative and/or Additional Clauses)</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 16 (Call Off Tender)</p> <p>Not applied.</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>Not applied.</p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Not applied.</p>
<b>10.15</b>	<b>Processing Data</b>

	Call Off Schedule 17
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> DEFFORM 10 (07/18) – Acceptance of Offer of Contract DEFFORM 10b (03/14) – Acceptance of Offer of Amendment To Contract DEFFORM 111 (05/19) – Appendix - Addresses And Other Information DEFCON 658 (10/17) – Cyber

**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	