

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

The Authority wishes to draw your attention to the additional DEFCONs (Defence Conditions) incorporated at 10.16 that will form part of the Call Off Terms.

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 DNO Portfolio Management Office Partner dated 5th March 2021.

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	DNO/002
From	Secretary of State for Defence ("CUSTOMER") MOD Main Building, Whitehall, London, SW1A 2HB
To	Costain Limited ("SUPPLIER") Costain House, Vanwall Business Park, Maidenhead, Berkshire, SL6 4UB
Date	("5th March 2021")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 11 th March 2021
1.2.	Expiry Date: End date of Initial Period: 10 th March 2024 End date of Extension Period: 10 th March 2026 Minimum written notice to Supplier in respect of extension: 3 MONTHS


2. SERVICES

2.1.

Services required:

In Call Off Schedule 2 (Services)

See Appendix B Statement of Requirements. Acceptance will be in accordance with DEFCON 525.



Appendix B -
Statement of Requir

Governance: Contract and Programme Management Meetings

The Supplier will be expected to attend the following meetings as part of the delivery of the PMO Partner Services.

Meeting	Frequency	Attendees	Typical Agenda
PMO Prayers	Weekly	PMO team and consultants	Update on workstreams
Workstream Progress Review	Weekly	[REDACTED] PMO work package lead and consultant lead	Update and progress against milestones
Progress Review	Monthly	PMO consultant lead and [REDACTED] PMO Deputy Heads	Dashboard and milestone review, monthly progress and financial report
End of phase review	6 monthly	[REDACTED] PMO Head, PMO Deputy Heads and consultant lead.	Dashboard and milestone review

Conflict of Interest – Compliance Regime Agreement

It is a term within this agreement that the Supplier (Costain Limited) will comply with the provisions of the ‘Costain Conflict of Interest Compliance Regime Agreement for DNO-[REDACTED] PMO Partner DNO/002’ and with the provisions of these conflict of interest management policies reference within it, in the delivery of the services.

[REDACTED]

3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>In Clause 6 and 7.1.2 of the Call Off Terms.</p> <p><u>Phase 1</u></p> <p>The Supplier shall provide the Services in accordance with the “PMO Partner Project Plan – Phase 1” for the requirements in Phase 1 of Appendix B Statement of Requirements.</p> <p>The Delay Payment to the Customer will equal the agreed % of the Milestone Payment value for every day the Milestone is delayed beyond the Milestone Date. The Delay Payment will be capped at the Milestone Payment element of the total invoice value. The accrued Delay Payment will act as a credit and will be applied to the Milestone Payment element of the invoice.</p> <p><u>Subsequent Phases</u></p> <p>For the subsequent Phases within Appendix B Statement of Requirements, the Customer will work with the Supplier to update the existing Project Plan in accordance with Clause 6 of the Call Off Terms.</p> <p>The Supplier shall provide the Customer a draft revision of the accepted Project Plan for approval 5 working days prior to the commencement of the provision of the Services.</p> <p>The Customer and Supplier will agree which milestones to include from Appendix B Statement of Requirements and that the dates, values and associated delay payments are anticipated to be comparable order of magnitudes to those agreed in Phase 1.</p> <p>The Customer will work with the Supplier to establish appropriate and acceptable Delay Payments on receipt of the draft Project Plan.</p> <p>For the avoidance of doubt, the Delay Payment to the Customer will equal TBA% of the Milestone Payment value for every day the Milestone is delayed beyond the Milestone Date. The Delay Payment will be capped at the Milestone Payment element of the total invoice value. The accrued Delay Payment will act as a credit and will be applied to the Milestone Payment element of the invoice.</p>
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PMO Partner Project Plan – Phase 1					
Milestone #	Deliverables Due	Milestone Date	[REDACTED] Responsibilities	Milestone Payments £	Delay Payments (%)
1 WP-1	[REDACTED]	18/05/2021	[REDACTED]	[REDACTED]	[REDACTED]
2 WP-1	[REDACTED]	2/09/2021	[REDACTED]	[REDACTED]	[REDACTED]
3 WP-2	[REDACTED]	18/05/2021	[REDACTED]	[REDACTED]	[REDACTED]
4 WP-2	[REDACTED]	25/08/2021	[REDACTED]	[REDACTED]	[REDACTED]
5 WP-3	[REDACTED]	21/05/2021	[REDACTED]	[REDACTED]	[REDACTED]
6 WP-4	[REDACTED]	16/06/2021	[REDACTED]	[REDACTED]	[REDACTED]
7 WP-5	[REDACTED]	27/08/2021	[REDACTED]	[REDACTED]	[REDACTED]
8 WP-6	[REDACTED]	17/06/2021	[REDACTED]	[REDACTED]	[REDACTED]
9 WP-6	[REDACTED]	2/08/2021	[REDACTED]	[REDACTED]	[REDACTED]

4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>AQAPS: Quality plan in accordance with AQAP 2105.</p> <p>ISO: 9001:2015 7</p> <p>Cyber Essentials A Cyber Risk Assessment has been raised for this requirement under Assessment number [REDACTED] The associated Cyber Risk Profile is moderate, and this is governed by DEFCON 658</p>																								
4.2	<p>Service Levels/Service Credits:</p> <p>In accordance with Section 11 Service Levels and Performance of Appendix B Statement of Requirements.</p> <p>N.B. These are the reporting KPIs in accordance with MOD’s own contract management purposes and are distinct from the payment mechanics including the Delay Payment provisions outlined in Section 3 Project Plan.</p> <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA Description</th><th>Target</th></tr><tr><td>1</td><td>Delivery timescales</td><td>Deliverables to be prepared and received in line with the requirements set out in the tender document.</td><td>90% on time delivery</td></tr><tr><td>2</td><td>Quality of deliverables</td><td>Quality of provider work will be assessed through deliverable documents and improvements of maturity assessments.</td><td>100% quality of documents.</td></tr><tr><td>3</td><td>Knowledge transfer and upskilling</td><td>Delivery of upskilling requirements and maturity assessment.</td><td>100% delivery of upskilling requirements</td></tr><tr><td>4</td><td>Success of the partnership</td><td>The success of the partnership will be measured through the metrics identified by the Provider in the tender process.</td><td>As per tender</td></tr><tr><td>5</td><td>Reporting</td><td>Monthly through the performance review</td><td>On time delivery</td></tr></table>	KPI/SLA	Service Area	KPI/SLA Description	Target	1	Delivery timescales	Deliverables to be prepared and received in line with the requirements set out in the tender document.	90% on time delivery	2	Quality of deliverables	Quality of provider work will be assessed through deliverable documents and improvements of maturity assessments.	100% quality of documents.	3	Knowledge transfer and upskilling	Delivery of upskilling requirements and maturity assessment.	100% delivery of upskilling requirements	4	Success of the partnership	The success of the partnership will be measured through the metrics identified by the Provider in the tender process.	As per tender	5	Reporting	Monthly through the performance review	On time delivery
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4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>																								
4.4	<p>Performance Monitoring:</p> <p>Please see 4.2 of Call Off Order Form</p>																								

4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms
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5. PERSONNEL

5.1	Supplier Key Personnel:		
	Name	Role	MCF2 Role
	[REDACTED]	WP1 Strategy Lead	[REDACTED]
	[REDACTED]	WP1 Planning Lead	[REDACTED]
	[REDACTED]	WP2 Change Control Lead	[REDACTED]
	[REDACTED]	WP3 Reporting and Delivery Analysis Lead	[REDACTED]
	[REDACTED]	WP4 Risk & Opportunity Lead	[REDACTED]
	[REDACTED]	WP5 Benefits Management Lead	[REDACTED]
	[REDACTED]	WP6 Upskilling Lead	[REDACTED]
[REDACTED]	WP6 Upskilling Lead	[REDACTED]	
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):		
	N/A		

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Initial Contract Value (Years 1-3): £1,644,220.44 (ex. VAT)</p> <p>Optional Extension Years (Years 4-5) will be contracted at the Costain's MCF2 Maximum Framework Rates:</p> <table> <tr> <th>Grade</th><th>MCF2 Rate</th></tr> <tr> <td>Director/Partner</td><td>[REDACTED]</td></tr> <tr> <td>Managing Consultant</td><td>[REDACTED]</td></tr> <tr> <td>Principal Consultant</td><td>[REDACTED]</td></tr> <tr> <td>Senior Consultant</td><td>[REDACTED]</td></tr> <tr> <td>Consultant</td><td>[REDACTED]</td></tr> <tr> <td>Junior Consultant</td><td>[REDACTED]</td></tr> </table>	Grade	MCF2 Rate	Director/Partner	[REDACTED]	Managing Consultant	[REDACTED]	Principal Consultant	[REDACTED]	Senior Consultant	[REDACTED]	Consultant	[REDACTED]	Junior Consultant	[REDACTED]
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Junior Consultant	[REDACTED]														

	<p style="text-align: center;">Total Contract Value: £1,644,220.44 (ex. VAT)</p> <p>[REDACTED] [REDACTED]</p>
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> <p>Payment terms in accordance with DEFCON 522</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Given the ongoing COVID-19 government restrictions, invoices to be sent via email to [REDACTED] and [REDACTED] cc'ing [REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>5 Call Off Contract Years from the Call Off Commencement Date</p>
6.6	<p>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:</p> <p>The first Monday in June and the first Monday of December of each Call Off Contract Year during the Call off Contract Period</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not permitted</p>

7. 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
7.3	Insurance (Clause 38.3 of the Call Off Terms): N/A

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: In Call Off Schedule 9 (Exit Management)







9. SUPPLIER INFORMATION









9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: Names and personal details of all supplier staff engaged with the contract as set out in Costain's ITT response: Questionnaire 6 – Team and Skills – Appendix 6A Costain's CVs. Questionnaire 5 Appendix 5A - Pricing Schedule; including contracted day rates and number of days.

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: 9 November 2020 Recital D - date of receipt of Call Off Tender: 9 December 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short from security requirements Security policy iaw Security Aspects Letter and DEFCON 659A & DEFCON 660 [REDACTED]
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In accordance with DEFCON 532A.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] [REDACTED] Supplier's postal address and email address: [REDACTED]
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: N/A
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
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 In accordance with DEFCON 532A.
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>There are fourteen (14) DEFCONs which form part of this Call Off Contract.</p>	

DEFCON No	Version	Description
5J	12/06	Unique Identifiers Application (NB: clause 4 does not apply)  DEFCON 5J.pdf
76	12/06	Contractor's Personnel at Government Establishment  DEFCON 76.pdf
507	10/18	Delivery Application  DEFCON 507.pdf
522	11/17	Payment and Recovery of Sums Due  DEFCON 522.pdf
531	11/14	Disclosure of Information (The definition of Information is as per the Defcon only for the purposes of the Defcon and not for the entire contract. The definition of Authority and Contractor is as per the Defcon only for the purposes of the Defcon and not for the entire contract)  DEFCON 531.pdf
532A	04/20	Protection of Personal Data (where personal data will not be processed under the contract)  DEFCON 532A.pdf
525	10/98	Acceptance

		 DEFCON 525.pdf
550	02/14	Child Labour and Employment Law  DEFCON 550.pdf
602A	12/17	Quality Assurance (with Deliverable Quality Plan)  DEFCON 602A.pdf
647	04/19	Financial Management Information  DEFCON 647.pdf
658	10/17	Cyber  DEFCON 658.pdf
659A	02/17	Security Measures  DEFCON 659A.pdf
660	12/15	Official-Sensitive Security Requirements  DEFCON 660.pdf
703	08/13	Intellectual Property Rights - Vesting in the Authority  DEFCON 703.pdf

514FORMATION 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.



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off-terms-v61.pdf

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	