



Crown
Commercial
Service



Ministry
of Defence



Crown Commercial Service

Contract Number - 700055316

**Call Off Order Form for Management Consultancy Services
External Assistance to the Merlin and Apache Engines Future Support Project**

PART 1 – Contract Number - 700055316
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 and 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	700055316
From	Merlin Delivery Team, Ministry of Defence ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	9th December 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 13th December 2019
1.2.	Expiry Date: End date of Initial Period: 28th February 2020

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services) Lot 2 – Procurement, Supply Chain and Commercial Consultancy Services Service Lines: 2 – Financial advice on projects, bidders or infrastructure finance 4 – Procurement efficiencies and delivery of strategic sourcing, including innovative contractual arrangements 8 – Analysis of bids, tenders and spend, also procurement supply chain, commercial and related business intelligence</p> <p>Task 1 – Daily Feedback of output from negotiations Communicate agreed RAWLC's to bidders Listen and note responses Formulate any required analysis/modelling Communicate agreed results to bidders in negotiation meetings Note any emerging risks/issues Liaise with SME's to cost RAWLC's Brief on any emerging issues/impacts to the DE&S Financial Assurance process</p> <p>Task 2 – Weekly Provision of: Risk Adjusted Whole Life Cost analysis and supporting evidence Current financial negotiation position per bidder Negotiation position tracking detail Scenario and financial modelling update following discussions with bidders Weekly time sheets</p> <p>Task 3 – At end of Negotiation Phase Provision of: Updated financial schedules Final Risk Adjusted Whole Life Cost position per bidder Scenario modelling conducted Collated evidence (including negotiation session and team briefing notes) from negotiation meetings Transfer of skills</p>
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3. PROJECT PLAN

3.1.	Project Plan:			
	Milestone	Deliverables	Milestone Date	Milestone Payments

1	Report comprising of Task 1 and 2	31 st December 2019	[REDACTED]
2	Report comprising of Task 1 and 2	31 st January 2020	[REDACTED]
3	Delivery of Task 3 and Report comprising of Task 3 activity	28 th February 2020	[REDACTED]

4. CONTRACT PERFORMANCE

4.1.	Standards: Cyber Essentials Certificate
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: Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)

5.1	Key Personnel: [REDACTED] – Senior Managers [REDACTED] – Managers
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

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) The Authority shall pay the Contractor for services provided under this Contract in accordance the Project Plan Milestone Payments.
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) In accordance with DEFCON 522 (Edn 11/17) Payment and Recovery of Sums Due.

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)): In accordance with DEFCON 522 (Edn 11/17) Payment and Recovery of Sums Due.
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. Fixed for the entire period 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: 1 of each Call Off Contract Year during the Call off Contract Period. On a quarterly basis from the Contract Award.
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 sum of £286,250.00 ex VAT	Redacted under Section 43 - Commercial Interests Exemption of the FOI Act
7.2	Supplier's limitation of Liability [REDACTED]	
7.3	Insurance (Clause 38.3 of the Call Off Terms): No further insurance requirements beyond Clause 31. Insurance of the Framework Agreement RM6008.	

8. TERMINATION AND EXIT

8.1	Termination on material Default 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

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)

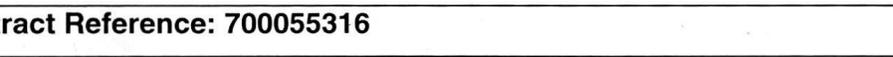
9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: Not Applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required.
10.3	Security: Short form (paragraphs 1 to 5 of Schedule 7 (Security))
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 35.2.2 of the Call Off Terms
10.9	<p>Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address:</p> <p>[REDACTED]</p> <p>Email: [REDACTED]</p> <p>Supplier's postal address and email address:</p> <p>[REDACTED]</p>

Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)

		Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)
10.10	Transparency Reports Not Applicable	
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Clause 7. MOD Additional Clauses	
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) Not Applicable – via Direct Award.	
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In addition to Clause 36 of the Call Off Terms those working on this Contract will be required to complete an Evaluators' Statement of Undertaking at Contract Award.	
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not Applicable	
10.15	Processing Data Call off Schedule 17 <ul style="list-style-type: none"> •  •  	Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)
Contract Reference: 700055316		
Date:		2nd December 2019
Description Of Authorised Processing		Details
Identity of the Controller and Processor		The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data 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		
Type of Personal Data		Full name

		<p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or Certifications</p> <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>
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	Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave
Categories of Data Subject	

10.16 MOD DEFCONS and DEFFORM

Call Off Schedule 15

Where there is a conflict the DEFCONS will hold precedence.

The following MOD DEFCONS and DEFFORMs form part of this Call Off Contract:

DEFCONS

DEFCON No	Version	Description
76	12/06	Contractor's Personnel at Government Establishments
90	11/06	Copyright
129J	18/11/16	The Use of the Electronic Business Delivery Form
502	05/17	Specification Changes
522	11/17	Payment and Recovery of Sums Due
531	11/14	Disclosure of Information

660	12/15	Official-Sensitive Security Requirements
DEFFORMs		
DEFFORM No	Version	Description
129J	09/17	The Use of The Electronic Business Delivery 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:

Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)

Name and Title	
Signature	
Date	12 December 2019

For and on behalf of the Customer:

Redacted under Data Protection Act 2018 (DPA 18) and the General Data Protection Regulation (GDPR)

Name and Title	
Signature	
Date	9 December 2019

Annex E

Consultancy Value Statement

Section 1: To be completed and published at award of contract

Consultancy Value Statement: Value to be delivered

Name of Supplier:

Ernst & Young LLP

Title of Contract:

External Assistance to the Merlin and Apache Engines Future Support Project

Requirement Summary:

The provision of whole life cost risk adjustment analysis, evaluation and evidence through the negotiation phase of the Merlin & Apache Engines Future Support Project.

Financial Value Statement:

Financial/cost and supporting scenario modelling outcomes of different negotiated positions. Supporting the determination of the Risk Adjusted Whole Life Cost position for each bidder. Provide commentary on key financial issues in support of strengthening MOD's negotiation position.