

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

CCCC19A13 - Provision of External Support to DCFP

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 Provision of External Support for DCFP dated 16th May 2019.

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	To be advised by Contracting Authority Post Award
From	Ministry of Defence ("CUSTOMER")
To	Pricewaterhouse Coopers LLP ("SUPPLIER")
Date	14th May 2019 ("DATE")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 20th May 2019
	Expiry Date: End date of initial Period: 19 th November 2020 End date of extension Period (subject to financial approval) 18 th November 2021 Minimum written notice to Supplier in respect of extension: 1 month

SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) See Key Milestones and Deliverables detailed within the Statement of Requirements
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CONTRACT PERFORMANCE

4.1.	Standards:
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	See Key Milestones and Deliverables detailed within the Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Monthly in accordance with section 12 and 16.3 of the Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: Customer – REDACTED Supplier – REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

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 for travel outside the base location in line with the Authority's T&S policy
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Contract Term including any extension options exercised

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: Every 6 months from 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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: £1,000,000.00 (Exc VAT)
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

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): The percentage of "80%" in Clause 42.2.1(c) shall be amended to 50%
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms The period of thirty 30 Working Days in Clause 42.7 shall be amended to 20
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)

SUPPLIER INFORMATION

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

	N/A
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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: 4 th April 2019 Recital D - date of receipt of Call Off Tender: 17 th April 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
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) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): See 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: 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: Call Off Schedule 15 (MOD Defcons and Deforms) shall apply Clause 60 of Call Off Schedule 14 shall apply (Access to MOD Sites)
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) See Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Not Applicable
10.15	Processing Data Call Off Schedule 17 and in accordance with the clause and procedure in DEFCON 532B and DEFFORM 532B respectively.
Contract Reference: CCCC19A13	
Date: 20/05/2019	
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 Workplace address Workplace Phone Number Workplace email address Names Job Title Nationality Education & training history

	Previous work history																					
10.1 6	<p>MOD DEFCONS AND DEFFORMS</p> <p>The following MOD DEFFORMs and DEFCONS form part of this Call Off Contract:</p> <p>DEFCONS</p> <table border="1" data-bbox="320 593 1375 1066"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>DEFCON 5J</td> <td>Edn 18/11/16</td> <td>Unique Identifiers</td> </tr> <tr> <td>DEFCON 76</td> <td>Edn 12/06</td> <td>Contractor's Personnel at Government Establishments</td> </tr> <tr> <td>DEFCON 129J</td> <td>Edn 18/11/16</td> <td>The Use of The Electronic Business Delivery Form</td> </tr> <tr> <td>DEFCON 532B</td> <td>Edn.05/18</td> <td>Protection of Personal Data</td> </tr> <tr> <td>DEFCON 566</td> <td>Edn.03/18</td> <td>Change of Control of Contractor</td> </tr> <tr> <td>DEFCON 90</td> <td>Edn.11/06</td> <td>Copy Rights</td> </tr> </tbody> </table>	DEFCON No	Version	Description	DEFCON 5J	Edn 18/11/16	Unique Identifiers	DEFCON 76	Edn 12/06	Contractor's Personnel at Government Establishments	DEFCON 129J	Edn 18/11/16	The Use of The Electronic Business Delivery Form	DEFCON 532B	Edn.05/18	Protection of Personal Data	DEFCON 566	Edn.03/18	Change of Control of Contractor	DEFCON 90	Edn.11/06	Copy Rights
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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	REDACTED
Signature	REDACTED
Date	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	