

# RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE:	705990450
THE BUYER:	Ministry of Defence
BUYER ADDRESS	MOD Main Building, Whitehall, London, SW1A 2HB
THE SUPPLIER:	Oliver Wyman Limited
SUPPLIER ADDRESS:	1 Tower Place West, Tower Place, London, EC3R 5BU
REGISTRATION NUMBER:	2995605 registration number (if registered)]
DUNS NUMBER:	775403439
SID4GOV ID:	<b>[Insert]</b> if known]

## Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 25 November 2022.

It's issued under the Framework Contract with the reference number RM6187 for the provision of External Assistance for DPT Output Requirements.

## CALL-OFF LOT(S):

Lot 2 - Strategy and Policy

## Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

**Call-Off Schedules**

- Call-Off Schedule 15 (Call-Off Contract Management) - Optional
  - Call-Off Schedule 17 (MOD Terms) - Optional
  - Call-Off Schedule 18 (Background Checks) - Optional
  - Call-Off Schedule 20 (Call-Off Specification) - Optional
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

*Special Term 2 – In performing the Services, the Supplier will use all information supplied by or on behalf of the Buyer without having independently verified the same, and the Supplier assumes no responsibility for the accuracy or completeness of such information.*

[None]

**Call-off start date:** 28 November 2022

**Call-off expiry date:** 23 December 2022

**Call-off initial period:** 4 weeks

**Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

**Security**

Short form security requirements apply

**Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Estimated Year 1 Charges of the Contract.

£

**Call-off charges**

Resource	Cost per day (GBP ex. VAT)	Total Days	Total Cost GBP ex. VAT	Total Costs GBP inc. VAT
Partner				
Managing Consultant				
SC				
		Discount		
Totals				

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

**Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

Payment will be made through MOD CP&F System

**Buyer's invoice address**

MA to ACDS PersCap

MOD Main Building, Whitehall, London

**FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**Progress report frequency**

Not applicable

**Progress meeting frequency**

Weekly

**Key staff**

55 Baker Street  
London

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Not applicable

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

**Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

**For and on behalf of the Supplier:**

Signature:

Name:

Role:

Date:

**For and on behalf of the Buyer:**

Signature:

Name: IAIN MCLEAN

Role: Def Comrcl-HO BP3-2b

Date: 1 December 2022

# Call-Off Schedule 17 (MOD Terms)

## Definitions

- i. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"MOD Terms and Conditions"</b>	the terms and conditions listed in this Schedule;
<b>"MOD Site"</b>	shall include any of Her Majesty's Ships or Vessels and Service Stations;
<b>"Officer in charge"</b>	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

## 7. Access to MOD sites

- i. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- ii. The Supplier's representatives, when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board a ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- iii. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible, give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- iv. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas, which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence , or by the Officer in charge and, where so provided, shall be free of charge.
- v. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- vi. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- vii. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- viii. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

## 8. DEFCONS and DEFFORMS

- i. The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.**
  - ii. Where a DEFCON or DEFORM is updated or replaced, the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
  - iii. In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.**
9. **Authorisation by the Crown for use of third party intellectual property rights**
  - i. Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

# ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via [www.gov.uk/guidance/knowledge-in-defence-kid](http://www.gov.uk/guidance/knowledge-in-defence-kid)  
The following MOD DEFCONS and DEFFORMs form part of this contract:

## DEFCONS

DEFCON No	Version	Description
DEFCON 005J	11/16	Unique Identifiers
DEFCON 129J	11/16	The Use Of The Electronic Business Delivery Form
DEFCON 501	10/21	Definitions and Interpretations
DEFCON 503	07/21	Formal Amendments to the Contract
DEFCON 507	07/21	Delivery
DEFCON 513	04/22	VAT and other Taxes
DEFCON 514	08/15	Material Breach
DEFCON 515	06/21	Bankruptcy and Insolvency
DEFCON 516	04/12	Equality
DEFCON 518	02/17	Transfer
DEFCON 520	08/21	Corrupt Gifts and Payments of Commission
DEFCON 522	11/21	Payment and Recovery of Sums Due
DEFCON 526	08/02	Notices
DEFCON 527	09/97	Waiver
DEFCON 528	07/21	Import and Export Licences

<b>DEFCON 531</b>	<b>10/21</b>	<b>Disclosure of Information</b>
<b>DEFCON 532B</b>	<b>09/21</b>	<b>Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)</b>
<b>DEFCON 534</b>	<b>06/21</b>	<b>Subcontracting and Prompt Payment</b>
<b>DEFCON 537</b>	<b>12/21</b>	<b>Rights of Third Parties</b>
<b>DEFCON 538</b>	<b>06/02</b>	<b>Severability</b>
<b>DEFCON 550</b>	<b>02/14</b>	<b>Child Labour and Employment Law</b>
<b>DEFCON 566</b>	<b>12/18</b>	<b>Change of Control of Contractor</b>
<b>DEFCON 608</b>	<b>07/21</b>	<b>Access and Facilities to be Provided by the Contractor</b>
<b>DEFCON 609</b>	<b>07/21</b>	<b>Contractor's Records</b>
<b>DEFCON 620</b>	<b>08/21</b>	<b>Contract Change of Control Procedure</b>
<b>DEFCON 632</b>	<b>11/21</b>	<b>Third Party Intellectual Property - Rights and Restrictions</b>

#### DEFFORMs (Ministry of Defence Forms)

<b>DEFFORM No</b>	<b>Version</b>	<b>Description</b>

# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

## EXTERNAL ASSISTANCE FOR DPT OUTPUT REQUIREMENTS - STATEMENT OF REQUIREMENT

### General Requirements

### Scope of Requirement

ACDS PersCap seeks a short review of the people function to report before Christmas 2022. It should establish the views of c. 40 senior stakeholders of the strengths, weaknesses, opportunities and threats of the function and its different elements, and provide recommendations on how to start the alignment process. It will provide the incoming CDP with a better understanding of the function and the priorities of its stakeholders and provide evidence and assurance to the plan he is developing. The review will be interview based and will include all key stakeholders, including the top leadership of the Department, TLBs and EOs, as well as key leaders and experts within the function. Interviews will be conducted over 4 weeks with the final report and recommendations to be delivered by 23<sup>rd</sup> December 2022.

All reports and notes are to be provided in an editable format eg MS Word.

### Process

The review will run in a similar way to the five week external review of Navy transformation in early 2021 in which RAdm Hally participated. The review will be based on a wide range of stakeholder structured interviews – perhaps 40.

Interviewees will include:

- Quad members
- COS
- TLB/EO CEOs
- Other key Head Office actors and DG and Director level
- Key leaders in the people function both within Head Office and across TLBs and EOs.

The objective would be to aim for most stakeholders at 2\* level and above and a few select 1\*s and below as required. Ministers may be included in the programme as it progresses.

Interviews would have an agreed structure, designed by the supplier, in advance, and they will look at the Head Office people function as well as the people function within TLBs and EOs. Topics for interview will include:

- Strengths and weaknesses of current function

- Views on a future operating model including the respective roles of the sixth floor and the people functions within TLBs and EOs
- Challenges (eg. function costs, lack of agility, lack of alignment)
- Opportunities going forwards (new employment structures for specific parts of the workforce such as tech, addressing productivity challenges caused by current short tour length structure, etc).
- Illuminate what different parts of MOD view as critical success factors for the People function and where they may have drawn potential red lines
- The needs of FLC/TLB/Eos from the People Function in order to deliver their own strategies
- Concerns/Red Lines of FLC/TLB/Eos for delivery of People Functional Transformation
- Where a common approach across Defence is beneficial/needed; and where variation and delegation is likely to deliver greater benefit

In addition, the interviews and recommendations will serve as a platform to start the process of aligning stakeholders against the people function's emerging new direction.

The final report shall include any LFE and recommendations as part of knowledge transfer.

## **Impact**

The requirements of the Integrated Review, its upcoming refresh and the subsequent direction of travel for the department will in turn have an impact on the following projects:

- Defence People Team organisation design.
- Haythornthwaite Review of Armed Forces Incentivisation (HRAFI);
- People Digital Transformation Programme (PDTP);
- Strategic Workforce Planning;
- Pan Defence Skills Framework (PDSF);
- D&I as a Coherent Programme;
- Project MINERVA;
- Flexible Workforce Structures.

## **Governance**

There will be weekly progress updates provided to the incoming CDP to cover emerging themes, new areas for exploration and progress to date.

No extension of contract or increase in LoL (Limit of Liability) will be permitted.

## **Support from MoD**

There will be a requirement for a commissioning letter from CDP to the stakeholders to position the purpose of the exercise.

