



Crown  
Commercial  
Service

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**CALL OFF ORDER FORM FOR MANAGEMENT  
CONSULTANCY SERVICES**

**FOR**

**PROVISION OF CONSULTANCY FOR FINANCIAL IMPACT  
ASSESSMENT SUPPORT**

**CONTRACT REFERENCE: CCCC19A00**

**CONTRACT**

**FOR**

**MINISTRY OF DEFENCE**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM AND 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 Consultancy for Financial Impact Assessment Support from **RM3745** dated 4<sup>th</sup> September 2017.

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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	To be completed at Contract award
<b>From</b>	<b>MINISTRY OF DEFENCE ("CUSTOMER")</b>
<b>To</b>	<b>PA CONSULTING SERVICES LTD ("SUPPLIER")</b>

##### **SECTION B**

##### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 18 <sup>th</sup> February 2020
	<b>Expiry Date:</b>  End date of Initial Period 17 <sup>th</sup> February 2021  End date of Extension Period 16 <sup>th</sup> August 2021  Minimum written notice to Supplier in respect of extension: 1 month

##### **SERVICES**

<b>2.1</b>	<b>Services required:</b> REDACTED
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## PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  REDACTED
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards and Quality) Applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> REDACTED
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> REDACTED
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <u>Customer:</u> REDACTED  <u>Supplier:</u> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied

## PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>REDACTED</p> <p><b>For the avoidance of doubt, the total contract value shall not exceed £375,630.00 (excluding VAT).</b></p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>See Section 16 of Annex A – Statement of Requirements</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted</p> <p>The location of these Services will be: The Defence Academy of the UK, REDACTED (Base Location). Daily rates will be inclusive of T&amp;S to this base location.</p> <p>Should travel be required to any other venues this will need approval by the Authority prior to any travel arrangements being booked.</p> <p>For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of these services. The expenses will be calculated at the rates, and in accordance with the Ministry of Defence Travel &amp; Subsistence policy.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED.</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>A period of 12 months from the Call Off Commencement Date of 18<sup>th</sup> February 2020 to 17<sup>th</sup> February 2021. In addition any contract extension up to 16<sup>th</sup> August 2021 if implemented.</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applied</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £375,630.00 (excluding VAT)</p>
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<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms .
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<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

## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> To be Advised

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 20 <sup>th</sup> December 2019 Recital D - date of receipt of Call Off Tender: 24 <sup>th</sup> January 2020
<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>

	Long form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be Not Applicable
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: REDACTED Supplier’s postal address and email address: REDACTED
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b>  Suitable and independent Commercial Specialist replaces Barbara Bradley in the project team composition. DEFCONs and DEFFORMs - See Section 10.16
<b>10.12</b>	<b>Call Off Tender:</b> REDACTED
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applied
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b>

	Call Off Schedule 17												
	<ol style="list-style-type: none"> <li>The contact details of the Customer Data Protection Officer is:  REDACTED</li> <li>The contact details of the Suppliers Data Protection Officer is:  REDACTED</li> <li>The Processor shall comply with any further written instructions with respect to processing by the Controller.</li> <li>Any such further instructions shall be incorporated into this Schedule.</li> </ol> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td><b>CCCC19A00</b></td></tr> <tr> <td><b>Date:</b></td><td><b>18<sup>th</sup> February 2020</b></td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Provision of Consultancy for Financial Impact Assessment Support</b></td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Award plus 7 years.</td></tr> </table>	<b>Contract Reference:</b>	<b>CCCC19A00</b>	<b>Date:</b>	<b>18<sup>th</sup> February 2020</b>	<b>Description Of Authorised Processing</b>	<b>Provision of Consultancy for Financial Impact Assessment Support</b>	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 Award plus 7 years.
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	Nature and purposes of the processing	
	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination



		<p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>												
	Categories of Data Subject													
10.16	<b>MOD DEFCONs and DEFFORM</b> Applied as below													
<b>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</b>  DEFCONs														
<table><tr><th>DEFCON No</th><th>Version</th><th>Description</th></tr><tr><td>DEFCON 005J</td><td>Edition 11/16</td><td>Unique Identifiers</td></tr><tr><td>DEFCON 076</td><td>Edition 12/06</td><td>Contractor's Personnel at Government Establishments</td></tr><tr><td>DEFCON 129J</td><td>Edition 11/16</td><td>The Use Of The Electronic Business Delivery Form</td></tr></table>			DEFCON No	Version	Description	DEFCON 005J	Edition 11/16	Unique Identifiers	DEFCON 076	Edition 12/06	Contractor's Personnel at Government Establishments	DEFCON 129J	Edition 11/16	The Use Of The Electronic Business Delivery Form
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DEFCON 501	Edition 11/17	Definitions and Interpretations
DEFCON 502	Edition 05/17	Specifications Changes
DEFCON 503	Edition 12/14	Formal Amendments To Contract
DEFCON 507	Edition 10/18	Delivery
DEFCON 513	Edition 11/16	Value Added Tax
DEFCON 514	Edition 08/15	Material Breach
DEFCON 515	Edition 02/17	Bankruptcy and Insolvency
DEFCON 516	Edition 04/12	Equality
DEFCON 518	Edition 02/17	Transfer
DEFCON 520	Edition 05/18	Corrupt Gifts and Payments of Commission
DEFCON 522	Edition 11/17	Payment and Recovery of Sums Due
DEFCON 526	Edition 08/02	Notices
DEFCON 527	Edition 09/97	Waiver
DEFCON 529	Edition 09/97	Law (English)
DEFCON 530	Edition 12/14	Dispute Resolution (English Law)
DEFCON 531	Edition 11/14	Disclosure of Information
DEFCON 532B	Edition 05/18	Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 537	Edition 06/02 538	Rights of Third Parties
DEFCON 538	Edition 06/02	Severability
DEFCON 550	Edition 02/14	Child Labour and Employment Law
DEFCON 566	Edition 12/18	Change of Control of Contractor
DEFCON 609	Edition 08/18	Contractor's Records
DEFCON 620	Edition 05/17	Contract Change Control Procedure

DEFCON 632	Edition 08/12	Third Party Intellectual Property - Rights and Restrictions
DEFCON 658	Edition 10/17	Cyber (Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138)
DEFCON 703	Edition 08/13	Intellectual Property Rights - Vesting in the Authority
DEFFORMs		
DEFFORM No	Version	Description
None		

## **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	17/02/2020

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

Name and Title	REDACTED
Signature	REDACTED
Date	19/02/2020