

Crown Commercial Service

**700870370 PROVISION OF MINE HUNTING CAPABILITY (MHC) TEMPORARY
PROGRAMME MANAGER**

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

700870370 CALL OFF ORDER FORM

PART 1 – 700870370 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 1 Management Consultancy Framework Two (MCF2) dated 04 Sep 18.

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	700870370
From	Ministry of Defence ("CUSTOMER")
To	BMT Defence & Security UK Limited ("SUPPLIER")
Date	20 July 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	20 July 2020
1.2.	Expiry Date:	31 March 2021

2. SERVICES

2.1	Services required/ Statement of Requirement (SoR):	<p>1. Urgent support is required to ensure the pan-DLOD integrated plan for the Category A MHC Programme is managed in accordance with Defence and Government policy for programme and project management (PPM). A suitably qualified and experienced, dedicated Programme Manager (PM) is essential to increase capacity, and bring appropriate experience, to lead and manage the delivery of this complex programme at pace and with the focus required to deliver the MHC Capability up to a significant Investment Decision in Autumn 2020, through handover of SRO to Director Acquisition and to be ready in all respects for an IPA Gateway Zero Review, from 2021.</p> <p>2. Full requirement outlined in SoR.</p>
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3. PROJECT PLAN

3.1.	Project Plan:	<p>1. The Programme Manager shall:</p> <ul style="list-style-type: none"> a. Be in post by 20 Jul 20. b. Under the direction of the AWB Team Leader, lead the MHC Programme to deliver the Milestone plan, which includes (preliminary timing): <ul style="list-style-type: none"> i. Equipment Contract Signature. ii. Full DLOD plan in time for delivery of first system in Q3 2022. iii. Handover of Programme SRO (To Acquisition). iv. Ready for IPA Gateway Zero Review (yet to be scheduled).
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		<p>c. Produce an integrated schedule that manages the complexity of 4 projects with different prime contractors, and in an international collaboration. This will necessitate incorporating lessons from recent projects with similar risk profiles, whilst managing the Strategic risks.</p> <p>d. Drive the coherence of the DLOD Project Managers, putting in place appropriate Business Agreements and coordinate the delivery from the DLOD project managers.</p> <p>e. Prepare and run an IPA Gateway review, and lead the handover between Dir Dev and Dir Acq in 2021.</p> <p>f. Together with the Programme Director, engage MOD, Navy and DES stakeholders and others as appropriate.</p> <p>g. Manage and report delivery against the programme milestones.</p> <p>h. Oversee programme team activity, including Requirements Management and Project Controls.</p> <p>i. Oversee production of all necessary programme plans and manage delivery against these documents.</p>				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
*Please see full SoR						

4. CONTRACT PERFORMANCE

4.1.	Standards:	Not applicable (as per Statement of Requirement)
4.2	Service Levels/Service Credits:	Not applicable.
4.3	Critical Service Level Failure:	Not applicable.
4.4	Performance Monitoring:	Not applicable.
4.5	Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:	<p>1. The Programme Manager is seconded into MarCap and will report within MarCap and to the Portfolio Office as NCHQ & MarCap practice, or as otherwise directed by the Programme Director.</p> <p>2. The SRO is ACOS MarCap.</p> <p>3. Customer Contact: ###</p> <p>4. Supplier Contact: ##### Defence & Security, UK BMT.</p>
5.2	Relevant Convictions	As per MCF2- Call Off Terms V61 para. 28.2.

6. PAYMENT

6.1	Call Off Contract Charges	The maximum costs are subject to a limit of liability of £208,000 (ex VAT).
6.2	Payment terms/profile	<p>1. The maximum costs are subject to a limit of liability of £208,000 (ex VAT).</p> <p>2. Payment will be invoiced in accordance with the agreed conditions stipulated within the contract.</p> <p>3. A payment requisition will be raised within CP&F.</p> <p>4. Each invoice will include a detailed breakdown of work completed in accordance with the SOR and confirmed in CP&F.</p> <p>5. Invoices will be submitted monthly in arrears based on days worked.</p>
6.3	Reimbursable Expenses:	IAW CCS Base Location. Maximum day rate is inclusive of travel to base location. Travel claims only for travel incurred attending additional pre-authorised related locations.
6.4	Customer billing address:	Navy Command Leach Bldg, HMS EXCELLENT, Whale Island, PO2 8BY
6.5	Call Off Contract Charges fixed for:	The duration.
6.6	Supplier periodic assessment of Call Off Contract Charges:	Not Applicable
6.7	Supplier request for increase in the Call Off Contract Charges:	Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	The costs are subject to a limit of liability of £208,000 (ex VAT).
7.2	Supplier's limitation of Liability:	Refer to Clause 37 MCF2- Call Off Terms.
7.3	Insurance:	Refer to Clause 38 MCF2- Call Off Terms.

8. TERMINATION AND EXIT

8.1	Termination on material Default:	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.
8.3	Undisputed Sums Limit:	In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management:	Not applied.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not applicable.
9.2	Commercially Sensitive Information:	<ol style="list-style-type: none"> 1. The MHC Programme is commercially sensitive. 2. Supplier to sign non-disclosure agreement as per CCS. 3. The Supplier's personnel working on the contract must hold Security Clearance (SC) as a minimum, preferably with DV.

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:	<ol style="list-style-type: none"> 1. The Supplier's personnel must hold Security Clearance (SC) as a minimum, preferably with DV.

		2. Supplier to sign non-disclosure agreement.
10.4	ICT Policy:	ICT Policy to be provided on commencement of work.
10.6	Business Continuity & Disaster Recovery:	Not applied
10.7	NOT USED	
10.8	Protection of Customer Data:	Clause 35.2.3 of the Call Off Terms
10.9	Notices:	<p>Customer's postal address and email address:</p> <p>Navy Command Commercial Team Navy Command HQ Leach Bldg, HMS EXCELLENT, Whale Island, Portsmouth Hampshire PO2 8BY</p> <p>Supplier's postal address and email address:</p> <p>BMT Defence and Security UK Limited Maritime House, 210 Lower Bristol Road, Bath, BA2 3DQ</p>
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:	Not applied.
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):	Clause 36.3.
10.14	Staff Transfer:	Not applicable.
10.15	Processing Data:	Not applicable.

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>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No:</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>DEFCON 76</td> <td>Edn 12/06</td> <td>Contractor's Personnel at Government Establishments</td> </tr> <tr> <td>DEFCON 611</td> <td>Edn 02/16</td> <td>Issued Property</td> </tr> </tbody> </table> <p>DEFFORMs</p> <table border="1"> <thead> <tr> <th>DEFFORM No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			DEFCON No:	Version	Description	DEFCON 76	Edn 12/06	Contractor's Personnel at Government Establishments	DEFCON 611	Edn 02/16	Issued Property	DEFFORM No	Version	Description												
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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	#####
Signature	####
Date	20 July 2020

For and on behalf of the Customer:

Name and Title	#####
Signature	#####
Date	21 July 2020