



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Agreement 2
RM6008
FOR
MOD COMMERCIAL DELIVERY PARTNER
(CommDP) PROJECT
To
MINISTRY OF DEFENCE (MOD)

From
TURNER & TOWNSEND CONSULTING LIMITED

Contract Reference CCCC19A66**

FRAMEWORK SCHEDULE 4

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 Management Consultancy Services dated 04 September 2018. This Call Off Order Form relates to the MOD Commercial Delivery Partner and was awarded via Lot 2 Procurement, Supply Chain and Commercial Consultancy Services.

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 confirmed post Contract award.
From	Ministry of Defence ("CUSTOMER")
To	Turner & Townsend Consulting Limited ("SUPPLIER")
Date	19th August 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 19 th August 2020
1.2.	Expiry Date: End date of Initial Period: 18 rd August 2024. End date of Extension Period: The contract can be extended by two periods of 12 months each, to 18 th August 2026, (subject to further Customer approvals and mutual consent of both parties). Minimum written notice to Supplier in respect of extension: Six months' notice.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) of the Call Off Terms Annex 1a - (Statement of Requirements v2.3) Annex 1b - (Service Management Plan) Annex 1c - (Contract Management Plan v0.1) Annex 1d - (Key Performance Monitoring Framework v0.2) and KPIs v5
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) To be provided by the Supplier before the commencement date post contract award.
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4. CONTRACT PERFORMANCE

4.1.	Standards: ISO44001
4.2	Service Levels/Service Credits:

	REDACTED percent (REDACTED %) of revenue is at risk for under-performance or failure to achieve contractual and drawdown specific key performance indicators in Clause 4.4 of this Call Off Order Form found in Annex 1d (Key Performance Monitoring Framework v0.2) of Schedule 2 (Services) in the Call Off Terms.
4.3	Critical Service Level Failure: As per Annex 1d (Key Performance Monitoring Framework v0.2) of Schedule 2 (Services) in the Call Off Terms, has been finalised in the Contract Management Plan.
4.4	Performance Monitoring: As per Annex 1d (Key Performance Monitoring Framework v0.2) of Schedule 2 (Services) in the Call Off Terms, has been finalised in Annex 1c (Contract Management Plan) of Schedule 2 of the Call Off Contract.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: REDACTED – Relationship Lead REDACTED – Delivery Lead
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in the Call Off Terms. For the avoidance of doubt the contract will operate for up to a maximum price of REDACTED excluding VAT and any extension options. Prices are fixed (no inflation to be applied) for the four year contract term. Should the Customer choose to extend the contract, then the rate of inflation shall be determined using a formula and indices approved by the Customer's economic subject matter experts – Defence Economics and agreed between the parties. The Customer shall provide the approved formula and indices when issuing a Request for Quote (RfQ).
6.2	Payment terms/profile (method of payment is BACS):

	In Annex 2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in the Call Off Terms.
6.3	Reimbursable Expenses: Permitted in as far as described in Section 9 of Annex 1 (Statement of Requirements) in Schedule 2 (Services) of the Call Off Terms and must be in line with the prevailing MOD Expenses Policy or equivalent guidance. Expenses relating to assignments with base locations outside of the UK, will fall outside of this section and be agreed on an individual drawdown basis.
6.4	Customer billing address (Paragraph 7.6 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in the Call Off Terms): All approved and valid invoices must be issued electronically through the Customer's preferred purchase-to-pay (P2P) automated system (or similar). The Supplier will be notified by the Customer which system to use for each individual drawdown.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in the Call Off Terms): The full term of the Initial Call Off Contract Period, as defined in clause 1.2 of this Call Off Order Form.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) the Call Off Terms will be carried out on): Not Applicable.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in the Call Off Terms): Not permitted.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED.
7.2	Supplier's limitation of Liability: REDACTED per cent (REDACTED %) of the Call-off Charges per Call-off Contract Year up to an aggregate maximum of REDACTED (REDACTED) and subject to an aggregate minimum of REDACTED pounds (REDACTED).
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's Standard Business Insurance will apply. The following clause has been included in the Supplier's agreement with each Sub-contractor: 8 INSURANCE AND INDEMNITY i You maintain a policy of professional indemnity insurance with a limit of indemnity of REDACTED in the aggregate for a period of 6 years from the date of

	completion of the Services providing such insurance remains available in the market on reasonable rates and terms.
	ii You shall take out and maintain insurance with an indemnity limit sufficient to cover your liabilities in respect of any liability, damage, loss, expense, cost, claim or proceeding in respect of personal injury to or death of any person or injury or damage to any property arising out of or in connection with the Services and caused or contributed to by any negligence, omission or default of You, Your employees, agents or sub-contractors.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): 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): In Clause 42.7 of the Call Off Terms.
8.3	Undisputed Sums Limit: The wording “ <i>one month’s average Call Off Contract Charges</i> ” in Clause 43.1.1 of the Call Off Terms shall be amended to REDACTED month’s average <i>Call Off Contract Charges</i> .
8.4	Exit Management: Schedule 9 (Exit Management) in the Call Off Terms, in conjunction with Annex A2 (Mobilisation & exit plan) of Schedule 16 (Call Off Tender) of the Call Off Terms.

9. SUPPLIER INFORMATION

9.1	NOT USED
9.2	Commercially Sensitive Information: Subject to Clause 35.4.8 and Schedule 16 (Call Off Tender) of the Call Off Terms.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements AND Relevant DEFCONs (see 10.16 below)

	<p>AND</p> <p>Security Aspects Letter for each individual drawdown.</p>
10.4	<p>ICT Policy:</p> <p>JSP 740 Acceptable Use Policy (AUP) for Information and Communications Technology (ICT).</p> <p>AND</p> <p>Cyber Essentials Scheme.</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Schedule 1 (Definitions) of the Call Off Terms the “Disaster Period” shall be 5 days.</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>In clause 35.2.3 (Protection of Customer Data).</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: REDACTED</p> <p>Supplier’s postal address and email address: REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports) of the Call Off Terms</p> <p>NOT USED</p>
10.11	<p>Additional Clauses from Call Off Schedule 14 and Customer alternative pricing mechanism:</p> <p>Paragraph 7 and Clause 60 (MOD Additional Clauses) of Schedule 14 in the Call Off Terms.</p> <p>In addition to Time and Materials, at the request and discretion of the Customer, an alternative outcome based fixed pricing mechanism may also be used for drawdowns instead. However, all fixed pricing must be linked to Annex 1 of Schedule 3 (Contract Charges, Payment and Invoicing) of the Call Off Contract.</p> <p>This Contract will also operate subject to the following provisos:</p> <p>Sole Recourse</p> <p>REDACTED</p>

10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender) of the Call Off Terms:</p> <p>Annex A1 (Strategic support, innovation & collaborative working)</p> <p>Annex A2 (Mobilisation & exit plan)</p> <p>Annex A3 (Service delivery plan)</p> <p>Annex A4 (Skills transfer)</p> <p>Annex A5 (Risk management & Key Performance Indicators)</p> <p>Annex A6 (Onboarding & security clearance)</p> <p>Annex A7 (Sub-contracting management & scalability)</p> <p>Annex A8 (Supply chain resilience across Government)</p> <p>Annex A9 (Contract & performance management)</p> <p>Annex A10 (Key personnel)</p> <p>Annex D12 (Social Value Submission)</p> <p>Annex E11 (Pricing Model)</p> <p>Annex H13 - (Conflict of Interest Compliance Regime)</p> <p>Annex H14 - (Certificate of Good Standing)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Including Annex H13 (Conflict of Interest Compliance Regime) in Schedule 16 (Call Off Tender) of the Call Off Terms.</p>
10.14	<p>Staff Transfer Annex to Annex 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>
10.15	<p>Processing Data</p> <p>Schedule 17 of the Call Off Terms</p> <p>Data Protection Officers</p> <p>Customer: REDACTED</p> <p>Supplier: REDACTED</p>

Contract Reference:	CCCC19A66	
Date:	19th August 2020	
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 (including extensions up to two years in total if taken) plus 7 years.	
Nature and purposes of the processing	To access the suitability of individuals for the fulfilment of drawdowns under this Call Off Contract.	
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 Driving license details National insurance number	

		<div>Job title or role</div> <div>Job application details</div> <div>Start date</div> <div>End date & reason for termination</div> <div>Contract type</div> <div>Compensation data</div> <div>Photographic Facial Image</div> <div>Biometric data</div> <div>Birth certificates</div> <div>Details of physical and psychological health or medical condition</div> <div>Next of kin & emergency contact details</div> <div>Record of absence, time tracking & annual leave</div> <div>Security Clearance held, Sponsor, owner, expiry date</div>	
	Categories of Data Subject	NOT USED	
10.16	MOD DEFCONs and DEFFORMs		
	Schedule 15 of the Call Off Terms		
The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:			
DEFCONs			
DEFCON	76	Contractor's Personnel At Government Establishments	
DEFCON	501	Definitions And Interpretations	
DEFCON	502	Specification Changes	
DEFCON	503	Formal Amendments To Contract	
DEFCON	525	Acceptance	
DEFCON	526	Notices	
DEFCON	529	Law (English	
DEFCON	530	Dispute Resolution (English Law)	
DEFCON	537	Rights of Third Parties	
DEFCON	538	Severability	

DEFCON	539	Transparency
DEFCON	566	Change of Control of Contractor
DEFCON	604	Progress Reports
DEFCON	605	Financial Reports
DEFCON	609	Contractor's Records
DEFCON	611	Issued Property
DEFCON	620	Contract Change Control Procedure
DEFCON	643	Price Fixing (Non-qualifying contracts)
DEFCON	649	Vesting
DEFCON	658	Cyber
DEFCON	660	Official-Sensitive Security Requirements
DEFCON	694	Accounting for Property of The Authority
DEFCON	697	Contractors on Deployed Operations
DEFCON	532A	Protection of Personal Data
DEFCON	656A	Termination for Convenience - contracts under £5m
DEFCON	656B	Termination for Convenience - contracts £5m and over
DEFCON	658	Cyber
DEFCON	659A	Security Measures

DEFFORMs

DEFFORM	10B	Acceptance of Offer of Amendment to Contract
DEFFORM	159	Tenderer Offer and Acceptance of Contract
DEFFORM	539A	Tenderer's Commercially Sensitive Information

SOCIAL VALUE DELIVERY PLAN

Social Value Delivery Plan	
TOM	MOD 01
TOM	MOD 10
TOM	MOD 14
TOM	MOD 15
TOM	MOD 21
TOM	MOD 26
TOM	MOD 27
TOM	MOD 29
TOM	MOD 30
TOM	MOD 31

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	08.10.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	11.10.2020