



Crown Commercial Service

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

Part A - Order Form	2
Schedule 1 - Services	9
Schedule 2 - Call-Off Contract charges	9
Part B - Terms and conditions	10
Schedule 3 - Collaboration agreement	30
Schedule 4 - Alternative clauses	30
Schedule 5 - Guarantee	30
Schedule 6 - Glossary and interpretations	30
Schedule 7 - Processing, Personal Data and Data Subjects	41

Part A - Order Form

Digital Marketplace service ID number:	Cloud software: 3142 5397 5933 017 Cloud support: 5831 7497 5651 814
Call-Off Contract reference:	700005163
Call-Off Contract title:	Commerce Decisions GCloud 10 Call-Off Agreement and Terms – MOD FY20-21
Call-Off Contract description:	MOD Enterprise AWARD licence and support
Start date:	31 st March 2019
Expiry date:	30 th March 2021
Call-Off Contract value:	The total value of this Call-Off Contract is £ + VAT (£ + VAT, payable in advance for AWARD licences (SLI and RLI) including ExpertAssist, plus external internet hosting, dataroom and supplier engagement. The remaining £ for support days to be ordered and invoiced as used by MOD project teams).
Charging method:	See Call-Off Contract charges and payment
Purchase order number:	700005163

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Ministry of Defence Defence Commercial Business & Systems Capability Def Commercial – Programme Office Cedar 2b MOD Abbey Wood Bristol BS34 8JH
------------------------	---

To: the Supplier	Commerce Decisions Ltd 101 Park Drive, Milton Park Oxfordshire OX14 4RY United Kingdom
Together: the 'Parties'	

Principal contact details

For the Buyer:	Title: BSC-Arch Asst TL Name: Email: DefComrclBSC-Arch-AsstTL@mod.uk Phone: 030 679 83154
For the Supplier:	Title: Sales & Marketing Director Name: Gavin Shepheard Email: gpshepheard@commercedecisions.com Phone: 07900 698 068

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 31 st March 2019 and is valid for 2 years.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause, noting no refund will be payable for fees already paid. Where multi-year/volume discounts have been applied, the applicable discount will be repayable.
Extension period:	This Call-Off Contract can be extended by the Buyer for two periods of 12 months each, by giving the Supplier 4 weeks written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.

	<p>Under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS) if the:</p> <ul style="list-style-type: none"> ● Buyer is a central government department ● contract Term is intended to exceed 24 months
--	--

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot:	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 2 - Cloud software</p> <p>Lot 3 - Cloud support</p>
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>Service ID: 3142 5397 5933 017 – AWARD licences:</p> <p>2-year AWARD® Enterprise Licence – unlimited users for MOD project teams from 31 March 2019 – 30 March 2021. Includes:</p> <ul style="list-style-type: none"> ● Evaluation ● Bidder Interaction licences ● Hosted on MOD's RLI and SLI ● External internet-hosting for AWARD® ● AWARD® dataroom and supplier engagement package <p>Notes:</p> <ol style="list-style-type: none"> 1. The AWARD MOD Enterprise licence quoted is for unlimited use across the UK MOD for the licence term (SLI, RLI and externally hosted). The AWARD MOD Enterprise licence is for use on UK MOD projects only and is not transferable. 2. When the 2,200 licence threshold has been reached, the cost across intranet and internet will be £ per licence per year, based on the corporate licence being in place. 3. Bidder Interaction packages are included with the corporate licence up to a maximum of 6 bidders per project, in line with the PCR guidance and wider public sector best practice. Where more than 6 bidder interaction licences are required, a charge of £ will be applicable for each additional bidder. The £ bidder interaction package price will also be applied should the 2,200 licence threshold be reached. 4. RVfM, Weighting Workshop and SCD modules are not included and will be sold and licensed separately. Modules will be sold on a project basis at current GCloud pricing. 5. Dataroom and Supplier Engagement package is included for up to 30 projects for up to 20 internal users per project and up to 50 suppliers. Should additional packages be required, these will be sold on a per project basis at £ per package. <p>Service ID: 5831 7497 5651 814 – Support days:</p> <ul style="list-style-type: none"> ● ExpertAssist service for 5 days per week (provided from CD office - MODNET laptop required) ● 2 x monthly best practice seminars delivered on MOD sites <p>Notes:</p> <ol style="list-style-type: none"> 1. ExpertAssist, provided from CD UK head office (telephone and email support) <ul style="list-style-type: none"> – Assistance for AWARD users – AWARD account activation – AWARD template set up, configuration check and maintenance

	<ul style="list-style-type: none"> - AWARD licence user management - AWARD hand-holding and 'train the trainer' approach <p>2. Awareness and Training</p> <ul style="list-style-type: none"> - AWARD seminars - Monthly best practice seminars, eg. 'The Principles of Tender Evaluation', Weighting Workshop, Real Value for Money (Willingness to Pay) <p>3. ExpertAssist will be able to provide support to all MOD projects, Monday-Friday 08:00-18:00 excluding UK bank holidays.</p> <p>4. ExpertAssist does not cover additional professional services such as Structured Criteria Development (SCD), evaluation strategy planning, COEIA/Options Analysis support, project specific support, weighting workshops, bespoke training etc.</p> <ul style="list-style-type: none"> • Commitment to 1,300 support days delivered during FY20 at the FY19 rate of £1,363 (inc T&S to Abbey Wood, Corsham, Andover), paid on a call off basis in arrears as used by project teams. Any days not delivered during this period will be invoiced on 30th March 2020 and will be available for draw down by MOD projects as required. • Table of rates below: <table border="1" data-bbox="531 645 1426 1178"> <tr> <td>Support day rate (exc T&S)</td> <td>£</td> </tr> <tr> <td>Support day rate (inc T&S to Abbey Wood, Corsham, Andover)</td> <td>£</td> </tr> <tr> <td>Support day rate for 1000 days - see item 3 (inc T&S to Abbey Wood, Corsham, Andover)</td> <td>£</td> </tr> <tr> <td>Expert Consultant</td> <td>£</td> </tr> <tr> <td>Bespoke Assessor Briefing Package</td> <td>£</td> </tr> <tr> <td>AWARD Practitioner 1-day course (up to 4 attendees)</td> <td>£</td> </tr> <tr> <td>AWARD Practitioner 1-day course (up to 10 attendees)</td> <td>£</td> </tr> <tr> <td>Supplier Selection for Strategic Projects (up to 10 attendees)</td> <td>£</td> </tr> <tr> <td>Expert Services workshop</td> <td>£</td> </tr> <tr> <td>Expert Services Project Package</td> <td>Pricing on request following scoping of requirement</td> </tr> </table>	Support day rate (exc T&S)	£	Support day rate (inc T&S to Abbey Wood, Corsham, Andover)	£	Support day rate for 1000 days - see item 3 (inc T&S to Abbey Wood, Corsham, Andover)	£	Expert Consultant	£	Bespoke Assessor Briefing Package	£	AWARD Practitioner 1-day course (up to 4 attendees)	£	AWARD Practitioner 1-day course (up to 10 attendees)	£	Supplier Selection for Strategic Projects (up to 10 attendees)	£	Expert Services workshop	£	Expert Services Project Package	Pricing on request following scoping of requirement
Support day rate (exc T&S)	£																				
Support day rate (inc T&S to Abbey Wood, Corsham, Andover)	£																				
Support day rate for 1000 days - see item 3 (inc T&S to Abbey Wood, Corsham, Andover)	£																				
Expert Consultant	£																				
Bespoke Assessor Briefing Package	£																				
AWARD Practitioner 1-day course (up to 4 attendees)	£																				
AWARD Practitioner 1-day course (up to 10 attendees)	£																				
Supplier Selection for Strategic Projects (up to 10 attendees)	£																				
Expert Services workshop	£																				
Expert Services Project Package	Pricing on request following scoping of requirement																				
Additional services:	N/A																				
Location:	The AWARD licence is delivered as a hosted service, both within the MOD RLI and SLI and also on a secure external hosted service where bidder access is required. The 5-day a week ExpertAssist service will be delivered from Commerce Decisions' office at Milton Park, Oxfordshire. The additional support services will typically be delivered to MOD sites at Abbey Wood, Andover or Corsham (or other sites as requested by the customer). The consultants have some flexibility to work from home or CD offices on occasion, subject to prior agreement from nominated MOD representative.																				
Quality standards:	The quality standards required for this Call-Off Contract are ISO9001.																				
Technical standards:	The technical standards required for this Call-Off Contract are as defined in the Service Definition: https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/92455/314253975933017-service-definition-document-2018-05-21-1755.pdf																				
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as defined in the Service Definition: https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/92455/314253975933017-service-definition-document-2018-05-21-1755.pdf																				
Onboarding:	N/A – continuation of service																				

Offboarding:	The offboarding plan for this Call-Off Contract, if applicable, will be defined as appropriate as per the Service Definition.
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed the total value of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data defaults will not exceed the total value of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 2 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £ for each individual claim • employers' liability insurance with a limit of £
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>7.3, 7.5, 7.8</p>
Buyer's responsibilities:	The Buyer is responsible for granting access to relevant sites and personnel as required.
Buyer's equipment:	N/A

Supplier's information

Subcontractors or partners:	N/A
------------------------------------	-----

Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Invoicing Schedule:

Invoice Date	Description	Invoice Amount	Ordered by
On receipt of order (29 th March latest) (Supplier to issue via MOD CP&F system)	Licences, dataroom & ExpertAssist package (Item 1) - 2 years @ £ per year	£	HOCS
As required (Supplier to issue via MOD CP&F to the relevant project team)	Support days – up to 1,300 days @ £, ordered on a call off basis, invoiced monthly in arrears, as per current model	As required, on call off basis	Project teams

Other support/training services will be invoiced monthly in arrears to the MOD project teams, as order and used at the rates detailed in the GCloud Services section above.

Additional licences and modules will be invoiced to the MOD project teams on receipt of order, at the published GCloud rates.

Payment method:	The payment method for this Call-Off Contract is the MOD CP&F system
Payment profile:	The payment profile for this Call-Off Contract is: AWARD licences payable annually in advance AWARD technical support payable monthly in arrears, as delivered.
Invoice details:	The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices for the AWARD licences, Bidder Interaction, Supplier Engagement, Dataroom and ExpertAssist will be sent through MOD CP&F system. Invoices for call off support and training will be sent to the relevant project team through the MOD CP&F system
Invoice information required – for example purchase order, project reference:	All invoices must include a valid Purchase Order number and the relevant CP&F child CPA number.
Invoice frequency:	See Invoicing Schedule above
Call-Off Contract value:	The total value of this Call-Off Contract is £ + VAT
Call-Off Contract charges:	The breakdown of the Charges is £ + VAT, payable in advance for AWARD licences (SLI and RLI) including ExpertAssist, plus external internet hosting, dataroom and supplier engagement. The remaining £ for support days to be ordered and invoiced as used by MOD project teams.

Additional buyer terms

Performance of the service and deliverables:	N/A
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	CDL has an existing robust and longstanding compliance process agreed between D Commercial, MOD and CDL for avoiding and managing conflicts of interest during the course of business between MOD and its parent company QinetiQ Ltd. To date, neither CDL nor QinetiQ have been excluded from engaging with a MOD project due to a conflict of interest issue; and we are confident that this will remain the case. However, in the unlikely event that QinetiQ Ltd wishes to bid for a significant MOD opportunity, and where the relevant MOD project team wishes to block them from doing so because AWARD is proposed for use in evaluating such opportunity, CDL reserves the right to refuse access to AWARD for that specific project if the potential business is deemed to be of significant importance to QinetiQ Ltd. Should the Parties find themselves in this situation then CDL (and QinetiQ where applicable) would work closely with the MOD central team as well as the project team to look at ways of further mitigating the perception and concerns raised in respect of conflict of interest and to explore potential workaround solution (for example a standalone installation for that specific project/opportunity).
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	Will Schedule 7 – Processing, Personal Data and Data Subjects be used Yes

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.10.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	Steve Deaville	
Title:	Managing Director	Senior Commercial Manager
Signature:	<u>X</u>	<u>X</u>
Date:		20 March 2019

Schedule 1 - Services

AWARD licences

AWARD technical support

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include: