**Crown Commercial Service**

**Call-Off Order Form for RM6187 Management
Consultancy Framework Three (MCF3)**

**CONTRACT NUMBER:** [Redacted]

**CONTRACT TITLE: UNITED STATES VISITING FORCES (USVF) PORTFOLIO MANAGEMENT OFFICE (PMO)**

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

**Order Form**

Call-off tender reference: [Redacted]

The buyer: Ministry of Defence.

Buyer address: Defence Infrastructure Organisation,

Delancey Building,

Marlborough Lines,

Andover,

Hampshire,

SP11 8HJ

The supplier: [Redacted]

Supplier address: [Redacted]

Registration number: [Redacted]

DUNS number: [Redacted]

Sid4gov id: [insert if known]

1. **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 26th October 2022.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services, under **Lot 3.**

1. **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 cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including 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 3:

* Joint Schedule 1 (Definitions)
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 5 (Corporate Social Responsibility)
* Joint Schedule 6 (Key Subcontractors)
* Joint Schedule 7 (Financial Difficulties)
* Joint Schedule 9 (Minimum Standards of Reliability)
* Joint Schedule 10 (Rectification Plan)

Call-Off Schedules:

* Call-Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 5 (Pricing Details) – payment according to Milestone Payment Schedule (MPS)
* Call-Off Schedule 7 (Key Supplier Staff)
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
* Call-Off Schedule 10 (Exit Management)
* Call-Off Schedule 13 (Implementation Plan and Testing)
* Call-Off Schedule 15 (Call-Off Contract Management)
* Call-Off Schedule 16 (Benchmarking)
* Call-Off Schedule 17 (MOD Terms)
* Call-Off Schedule 18 (Background Checks)
* Call-Off Schedule 20 (Call-Off Specification) – as per the Technical Statement of Requirement (TSOR)

Call off Terms:

CCS Core Terms (version 3.0.7)

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:

Where there is a discrepancy between a Defence Condition (DEFCON) and a CCS term, the DEFCON will be used.

These are available through<https://www.gov.uk/guidance/knowledge-in-defence-kid> The following (DEFCONS) are incorporated into this Call-Off Contract:

* DEFCON 5J (Edn 18/11/16) - Unique Identifiers
* DEFCON 76 (Edn 06/21) - Contractors Personnel at Government Establishments
* DEFCON 501 (Edn 10/21) - Definitions And Interpretations
* DEFCON 503 (Edn 07/21) - Formal Amendments To Contract
* DEFCON 513 (Edn 07/21) - Value Added Tax
* DEFCON 514 (Edn 08/15) - Material Breach
* DEFCON 515 (Edn 06/21) - Bankruptcy And Insolvency
* DEFCON 516 (Edn 04/12) - Equality
* DEFCON 522 (Edn 11/17) - Payment And Recovery of Sums Due
* DEFCON 530 (Edn12/14) – Dispute Resolution (English Law)
* DEFCON 531 (Edn 09/21) - Disclosure Of Information
* DEFCON 534 (Edn 06/21) - Subcontracting And Prompt Payment
* DEFCON 537 (Edn 06/02) - Rights Of Third Parties
* DEFCON 538 (Edn 06/02) - Severability
* DEFCON 539 (Edn 08/13) - Transparency
* DEFCON 550 (Edn 02/14) - Child labour and Employment Law
* DEFCON 566 (Edn 10/20) - Change Of Control Of Contractor
* DEFCON 602B (Edn 12/16) - Quality Assurance Without Quality Plan
* DEFCON 642 (Edn 07/21) - Progress Meetings
* DEFCON 649 (Edn 12/16 – Vesting
* DEFCON 656A (Edn 08/16) - Termination for Convenience – Under £5M
* DEFCON 658 (Edn 09/21) - Cyber (Cyber Risk Profile for the contract – in accordance with the Guidance).
* DEFCON 659a (Edn 09/21) - Security Measures
* DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
* DEFCON 670 (Edn 02/17) - Tax Compliance
* DEFCON 703 (Edn 06/21) - Intellectual Property Rights

**3. Call off Deliverables**

Call-off start date: 31st October 2022
Call-off expiry date: 31st August 2023
Call-off initial period: 10 months

Call-off deliverables are as follows:
Table 1 – Develop the Requirement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Activity** | **Specific deliverables** | **Deliverable’s date** | **DIO Desired Outcome** |
| **1.1** | Review existing documentation to understand the background and intent of the US and UK PFMOs | Minimum one workshop held with all key stakeholders plus 1-1 meetings where diary availability does not allow for workshop attendanceFull requirement set for the new UK PFMO | Within three months | **PFMO meets the intended outcomes of the initial governance review** |
| **1.2** | Engage with all key stakeholders via 1-1s and workshops to understand the full requirement for the PFMO | **PFMO meets the requirements of our key stakeholders** |
| **1.3** | Provide reach back to expertise on PFMO setup; High Performing Teams and governance management as required to support the activities at 1.1 and 1.2. | Ongoing throughout the project | **DIO is able to draw on industry best practice in setting up the PFMO** |

Table 2 – Develop a recommended solution to meet the requirement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Activity** | **Specific deliverables** | **Deliverable’s date** | **DIO Desired Outcome** |
| **2.1** | Using the analysis outlined at table 1, develop option(s) with a clear recommended option to include an assessment of how it meets the requirement. This should be circulated to all key stakeholders to ensure they are in agreement with the recommended option. | An options paper and accompanying slide deck that outlines* the proposed structure of the UK PFMO
* Where this fits within ex- isting DIO governance and management struc- tures
* how this meets the key requirements
* the cost associated with the setup
* a proposed schedule for implementation
 | Within six months | **DIO is able to endorse a fully developed option for implementation and seek any necessary approvals / ABC23 submission with robust supporting cost information** |
| **2.2** | Develop a cost model for the recommended option |
| **2.3** | Review and map roles and responsibilities of the PFMO in reference to the teams that it will work with, including but not limited to:* MPP PFO
* USVF CST
* MPP USVF
* RD USVF
* USVF PFMO
* DIO COO
* DIO Dir Strat & Plans
 | Organisational interface document that includes* Proposed future govern- ance structure
* Agreed RASCI for the new PFMO
* Roles and responsibili- ties for each of the posts within the PFMO
* Reporting chain for the PFMO

Terms of Reference, Standing Agenda and draft Information packs for a USVF IPDBTerms of Reference, Standing Agenda and draft Information Packs for an IPPG within MPP | Within six months | **All key stakeholders have a clear understanding of the roles and responsibilities of the new PFMO and how it will integrate within existing structures****USVF Governance is consistent with governance for other DIO TLBs.** |

Table 3 – Handover

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Activity** | **Specific deliverables** | **Deliverable’s date** | **DIO Desired Outcome** |
| **3.1** | Produce a one-page weekly report on progress to be circulated to key stakeholders as agreed with Hd PFO | One-page weekly progress report | Weekly for duration of the contract | Assurance that deliverables are on trackAbility to brief the US customer on progress to meet their incoming PIO |
| **3.2** | Preparation of handover pack and briefings to ensure smooth transition at contract closeout | Completed handover pack containing all information developed as part of the tasking A schedule for ongoing implementation of the PFMO with proposed action ownersA handover workshop and follow up closeout session with individuals as nominated by Hd MPP PFO | Prior to contract closeout. Handover activities to commence a minimum of six weeks prior to contract closeout. | **Handover:** Ensure a seamless transition to the new PFMO and associated teams |
| **3.3** | Support the incoming PFMO, existing PMOs and PFO in integrating the new governance structure | Handover workshops as requested with each individual team Handover of documentation of co­ordinating the IPPG and IPDB |
| **3.4** | Complete close-out report based on history of the commission, positive and negative experiences with supporting reasoning and recommendations for the future. | Report: One ‘Draft’ and one ‘Final’ version has been allowed for. | **Close out report**: Summary close out report providing a future reference of activities for DIO records. |

**4. Payment and charges.**Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Maximum Year 1 Charge used to calculate liability is [Redacted].

Call-off charges

Option A: Insert the Charges for the Deliverables

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

Electronic Purchasing - You must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please consult the service provider on connectivity options.

**5. Buyer and Supplier details**Buyer’s invoice address

[Redacted]

Buyer’s authorised representative

[Redacted]

Buyer’s security policy

As per DEFCONs listed above.

Supplier’s authorised representative

[Redacted]

Supplier’s contract manager

N/A

Progress meeting frequency

As required – minimum of monthly.

Key staff

[Redacted]

Key Subcontractor(s)

 N/A

Commercially sensitive information

[Redacted]

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:

[Redacted]

For and on behalf of the Buyer:

[Redacted]