

## **Crown Commercial Service**

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### **Call Off Order Form for Management Consultancy Services**

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## 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 **Lot 2 Procurement, supply chain & commercial consultancy services** dated **04 September 2018**.

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	<b>701575441– Capita Support to Professional Services Framework</b>
From	Defence Digital located at MOD Corsham, Corsham, Wiltshire, SN13 9NR on behalf of the Secretary of State for Defence <b>("CUSTOMER")</b>
To	Capita Procurement Solutions (t/a Capita Business Services Limited), 65 Gresham Street, London, EC2V 7NQ registered number: 2299747 <b>("SUPPLIER")</b>
Date	09/06/2021 <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 1<sup>st</sup> June 2021</b>															
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 31 <sup>st</sup> July 2021  End date of Extension Period: <b>Options to extend up to 28<sup>th</sup> February 2022, subject to financial approval</b> <table><tr><th>Option</th><th>Commencement Date</th><th>Expiry Date</th></tr><tr><td>1</td><td>1<sup>st</sup> August 2021</td><td>30<sup>th</sup> September 2021</td></tr><tr><td>2</td><td>1<sup>st</sup> October 2021</td><td>30<sup>th</sup> November 2021</td></tr><tr><td>3</td><td>1<sup>st</sup> December 2021</td><td>31<sup>st</sup> January 2022</td></tr><tr><td>4</td><td>1<sup>st</sup> February 2022</td><td>28<sup>th</sup> February 2022</td></tr></table>  Minimum written notice to Supplier in respect of extension: <b>2 weeks</b>	Option	Commencement Date	Expiry Date	1	1 <sup>st</sup> August 2021	30 <sup>th</sup> September 2021	2	1 <sup>st</sup> October 2021	30 <sup>th</sup> November 2021	3	1 <sup>st</sup> December 2021	31 <sup>st</sup> January 2022	4	1 <sup>st</sup> February 2022	28 <sup>th</sup> February 2022
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4	1 <sup>st</sup> February 2022	28 <sup>th</sup> February 2022														

#### 2. SERVICES

<b>2.1</b>	<p><b>Services required:</b></p> <p>Provide suitable procurement resources to support Customer in the development of the ITT for the Professional Services Framework. The high-level requirements to be delivered will include:</p> <ul style="list-style-type: none"> <li>- Engagement with MOD internal customers to help specify the need and other elements of the ITT</li> <li>- Supporting the Customer commercial team to develop the ITT documents and appendices</li> <li>- Ensuring ITT documents are fit for purpose, and compliant with the Defence and Security Public Contract regulations 2011.</li> </ul> <p>Specific deliverables and activities to meet these high-level requirements will be agreed between the Supplier and the Customer.</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>Not applied.</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions;</p> <p>Def Stan 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contracting Working Parties;</p> <p>Cyber Risk Level has been assessed as Low, assessed under RAR-9X4S8X2B.</p> <p>It is recognised that in the provision of procurement services to develop the ITT under this Call Off Contract it may be deemed a perceived conflict of interest should Supplier bid for the DIPS programme. Therefore, an agreed ethical walls policy will be followed (as outlined in Appendix A) to ensure any such perceived conflict of interest is removed.</p> <p>Providing Supplier follows this ethical wall policy, Customer confirms that Supplier shall not be precluded from or disadvantaged in bidding for the DIPS programme or any other future ITT / bidding opportunity due to any perceived conflict of interest.</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> Customer SRO – [REDACTED]
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not applied.

## 6. PAYMENT

6.1

**Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):

In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

This Call-Off shall have a maximum price of **£112,650.00 (ex VAT)** for period up to 31st July 2021.

(Pending financial approval – Option 1 through 5: 1st August 2021 to 28th February 2022 £439,600.00 ex VAT. Total maximum contract value £552,250.00 ex VAT)

Resources will be charged on a Time and Materials Basis, using the below rate card.

The following table is an estimate of the number of days required at each grade for the completion of this Call Off Contract and corresponding rates.

Initial Period

Initial Period	Resource Grade Breakdown				Total Limit of Liability (£) ex VAT
	Grade	Day Rate (£) ex VAT	Days	Grade total (£) ex VAT	
01/06/2021 to 31/07/2021	Senior Consultant	████	██	████	████████████████
	Principal Consultant	████	██	████	
	Managing Consultant	████	██	████	
	Managing Consultant	████	██	████	

<b>Contract Options</b>						
Option Number	Option Period	Resource Grade Breakdown				Option Total Limit of Liability (£) ex VAT
		Grade	Day Rate (£) ex VAT	Days	Grade total (£) ex VAT	
1	01/08/2021 to 30/09/2021	Senior Consultant	████	██	████	[Subject to Financial Approval] ████
		Principal Consultant	████	██	████	
		Managing Consultant	████	██	████	
		Managing Consultant	████	██	████	
2	01/10/2021 to 30/11/2021	Senior Consultant	████	██	████	[Subject to Financial Approval] ████
		Principal Consultant	████	██	████	
		Managing Consultant	████	██	████	
		Managing Consultant	████	██	████	
3	01/12/2021 to 31/01/2022	Senior Consultant	████	██	████	[Subject to Financial Approval] ████
		Principal Consultant	████	██	████	
		Managing Consultant	████	██	████	
		Managing Consultant	████	██	████	
4	01/02/2022 to 28/02/2022	Senior Consultant	████	██	████	[Subject to Financial Approval] ████
		Principal Consultant	████	██	████	
		Managing Consultant	████	██	████	
		Managing Consultant	████	██	████	

	<p>Resources must be agreed in advance, in writing, between both parties.</p> <p>The actual profile of these days will be dynamic and in line with Customer needs. The actual profile will be agreed and confirmed in writing by email with the Customer SRO ( ) every month in advance.</p> <p>Due to the pandemic, Resources will deliver the services remotely therefore no expenses are chargeable. If travel is required this would need to be agreed in writing between the parties and any additional charges will be applicable, however this will be subject to Capita's own risk assessment and internal approval processes for on-site working and travel in light of the Covid-19 pandemic.</p> <p>Should Customer require additional different Resource grades pursuant to this Call Off this will be agreed by the parties and subject to Call Off Change Control process.</p>
<b>6.2</b>	<p><b>Payment terms/profile:</b></p> <p>Payment will be made by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&amp;F) electronic procurement tool.</p> <p>Invoices are to be submitted following acceptance of the deliverables agreed between the Customer and the Supplier as part of the product assurance process set out at Para 2.1 of this Call-Off Form. The Customer will consider and verify such Invoice in a timely fashion.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted.</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> ,  Defence Digital Commercial,  Spur B2, Bldg 405,  MOD Corsham,  Corsham,  Wiltshire,  SN13 9NR.</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>1 Call Off Contract Years from the Call Off Commencement Date</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>N/A of each Call Off Contract Year during the Call off Contract Period</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>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of <b>£112,650.00 (ex VAT)</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);  The sum equivalent to 125% of the estimated Year 1 Call Off Contract Charges shall apply.
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): <ul style="list-style-type: none"> <li>• A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 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 of the Call Off Terms):  The period of thirty (30) Working Days in Clause 42.7 shall not be amended.
<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

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  Not applied.
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  Contract pricing; Contract specific terms.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recital A
<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> Paragraphs 1 to 5 of Call Off Schedule 7 (Security) shall apply.
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied.  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be <b>Not used</b> .
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Not applied.
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: [REDACTED], Defence Digital Commercial, Spur B2, Bldg 405, MOD Corsham, Corsham, Wiltshire, SN13 9NR.  Email: [REDACTED]  Supplier’s postal address and email address: [REDACTED] Capita Procurement Solutions 65 Gresham Street, London, EC2V 7NQ Email: [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 Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Paragraph 5.1 of Call Off Schedule 14 (Alternative and/or Additional Clauses)



	Paragraph 7 of Call Off Schedule 14 (Alternative and/or Additional Clauses)												
10.12	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender) Not applied.												
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applied.												
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applied.												
10.15	<b>Processing Data</b> Call Off Schedule 17												
10.16	<b>MOD DEFCONs and DEFFORM</b> Call Off Schedule 15												
<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>658</td><td>10/17</td><td>Cyber</td></tr></table>		DEFCON No	Version	Description	658	10/17	Cyber						
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<table><tr><th>DEFFORM No</th><th>Version</th><th>Description</th></tr><tr><td>10</td><td>07/18</td><td>Acceptance of Offer of Contract</td></tr><tr><td>10b</td><td>03/14</td><td>Acceptance of Offer of Amendment to Contract</td></tr><tr><td>111</td><td>03/21</td><td>Appendix and Other Information</td></tr></table>		DEFFORM No	Version	Description	10	07/18	Acceptance of Offer of Contract	10b	03/14	Acceptance of Offer of Amendment to Contract	111	03/21	Appendix and Other Information
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10	07/18	Acceptance of Offer of Contract											
10b	03/14	Acceptance of Offer of Amendment to Contract											
111	03/21	Appendix and Other Information											

## 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	

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

Name and Title	
Signature	
Date	

## Appendix A: ETHICAL WALL RULES PROTOCOL

### 1. Introduction

1.1. On any project (a “Project”) for which Capita Business Services Limited (“Supplier”) is managing a procurement on behalf of Defence Digital (“Customer”) under the Call Off Contract to which this Appendix pertains (“the Agreement”) between Customer and Supplier dated 9<sup>th</sup> June 2021, all staff assigned to:-

- (a) the Supplier service managing the procurement (“SMP”) under the Agreement; or
- (b) a Capita Bid Team (“CBT”) expressing an interest in or bidding for any Project for any member of the group of companies of which Supplier is a part (“the Capita Group”)

are required to act in accordance with this protocol and the MANDATORY rules set out in it (“the Ethical Wall Rules”). For the avoidance of doubt this protocol shall apply where the CBT is acting as a main tenderer or part of a tendering consortium or a sub-contractor to a tenderer.

1.2. It is a requirement of the Customer that all procurement of goods, services and works is based on value for money, having due regard to propriety and regularity. Furthermore, whether or not the procurement process is subject to EU Directives, the EU Treaty-based principles of non-discrimination, equal treatment and transparency apply. Therefore, any conduct which is likely to distort competition is prohibited.

1.3. There may be a perception of a potential conflict of interest if the Customer is managing a procurement under the Agreement for a Project for which any member of the Capita Group may be a potential bidder and may wish to tender. It is important therefore to prevent competition being distorted due to CBT’s involvement in the tendering process which includes protection of confidential information relating to the procurement.

### 2. The Rules

The following Ethical Wall Rules shall be observed by Customer and CBT to ensure that conflicts of interest do not arise, and that any competition is not distorted: -

2.1. In all dealings between Customer, SMP, CBT and other potential bidders for a Project, appropriate standards of fairness, honesty, efficiency and professionalism must be maintained.

- 2.2. The Ethical Wall Rules shall operate in relation to a Project from the earliest of: -
- (a) the date notified to Customer by SMP, immediately upon SMP becoming aware that a member of the Capita Group is to bid for the Project;
  - (b) the date notified to Customer or SMP by CBT upon CBT forming the intention to bid for the Project; or
  - (c) any other date or stage of the procurement process as notified by Customer to SMP or CBT at any time.
- 2.3. The Ethical Wall Rules shall continue to operate in relation to a Project until 2 years following the conclusion of the procurement process relating to it.
- 2.4. It is understood that failure to comply with this protocol carries sanctions, including without limitation disqualification of the CBT from the tender process.
- 2.5. SMP will ensure that any solicitation of sensitive information from tenderers (RFI, SQ, ITT etc as agreed with Customer), which is issued in the course of the procurement for the Project, will contain a notification in accordance with a form as agreed with the Customer. This protocol shall be provided to a tenderer upon request, so that the tenderer has full details of the management processes, barriers and disciplines that have been implemented to ensure that conflicts of interest do not arise, and confidentiality is protected. Any failure of a tenderer to acknowledge and accept the measures set out in the notification or any request by a tenderer for additional measures to be put in place shall be notified by SMP to the Customer.
- 2.6. SMP personnel shall not provide any advice, documentation or information to CBT relating to the Project or its procurement, except where this is information shared with all other bidders or is provided as part of the normal procurement process.
- 2.7. SMP and CBT shall be separate and distinct and shall not share any personnel. SMP and CBT shall provide the Customer with details of each member of the SMP and of the CBT respectively and update it as necessary.
- 2.8. Members of SMP and CBT shall not seek information from or provide any information about the Project to each other save such information as is provided in accordance with the applicable tender rules and is equally available to all other tenderers. Members of SMP shall not divulge confidential information to CBT members unless it has obtained the express written permission of Customer. If any member of the SMP is approached either formally or informally by the CBT (or any member of CBT) and asked for information, documentation or advice relating to the Project, otherwise than in accordance with the applicable tender rules,

such approach shall be rejected and the incident immediately reported to the Customer.

- 2.9. The observance of the Ethical Wall Rules between the parties shall be diligently and rigorously monitored and enforced by the Capita [Audit Team]. Joint reviews will be held between the Capita [Audit Team] and the Customer [Audit Team] on a regular basis to monitor and review the effectiveness of and compliance with the Ethical Walls Rules.
- 2.10. In the event that an individual ceases to be employed as a member of SMP or CBT, such person shall not be permitted to have any involvement with, or disclose to either party any information in relation to, any Project for the period specified in paragraph 2.3 above or such other date as may be agreed by Customer, acting reasonably and having regard to Customer's need to avoid unauthorized disclosure of information and to minimize the risk of perceived impropriety on the part of Customer, SMP and CBT.
- 2.11. The CBT's offices shall be distinct and separate from the offices of those working on the SMP. The CBT shall work with associates and support personnel different from those working on SMP.
- 2.12. The files of the CBT and the SMP, including computer files, shall be physically separated from each other and kept secure by appropriate restricted access, so that the files can only be accessed by members of the appropriate team.
- 2.13. Visits to either party's areas or offices must only be where reasonably required as a result of the procurement and solely on the grounds that such admission will in no way distort the competition or allow access to privileged information which may be prejudicial to an open and fair competition.
- 2.14. The SMP shall not arrange any independent meetings with the CBT or any other bidder, otherwise than in accordance with the applicable tender rules.
- 2.15. Customer shall choose the evaluation criteria and methodology for each Project. **All short listing and evaluation decisions shall be made by Customer.** During the evaluation process the SMP will provide advice and assistance to Customer, as required.
- 2.16. Each member of CBT shall notify the CBT's Bid Manager immediately on becoming aware or suspecting a breach of these rules. Each member of the SMP shall notify Supplier's Head of [Procurement Services] immediately on becoming aware of or suspecting a breach of these rules. The CBT's Bid Manager or Supplier's Head of [Procurement Services] as applicable must then consult with the Capita [Audit Team] so as to understand the potential impact of this breach and subsequent actions to be taken. The Capita [Audit Team] shall inform the Customer [Audit Team] immediately on receiving any report of a breach or suspected breach of these rules and a joint review shall be carried out in order to appropriately

address any concerns raised. Any breach of these rules will be logged by Customer and, depending on the severity and risk to the procurement, the CBT may be disqualified from the tender process.

- 2.17. In addition to the provisions in paragraph 2.16, Customer is entitled to conduct enquiries, investigations or inspections affecting or relating to the services, including the performance of the procurement services. CBT and SMP are obliged to fully co-operate with any such enquiries, investigations or inspections.
- 2.18. The SMP shall seek guidance and clarification from Customer on the implementation and application of this Protocol, as necessary and appropriate from time to time. In particular, the SMP shall seek such guidance and clarification before taking (or failing to take) any action which is likely to result in the Protocol being breached or be contrary to the purpose and intent of the Protocol.