

**701096401 Specialist Resource for NavyX & NEMESIS Call Off Order Form for  
Management Consultancy Services**

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**PROVISION OF CONSULTANCY SUPPORT FOR  
MINISTRY OF DEFENCE VIA BLOOM  
PROCUREMENT SERVICES LIMITED AND BAE  
APPLIED INTELLIGENCE LTD  
CONTRACT FOR**

**MINISTRY OF DEFENCE**

**Between**

**Ministry of Defence**

**And**

**Bloom Procurement Services Limited**

## FRAMEWORK SCHEDULE 4

### 701096401 CALL OFF ORDER FORM

#### PART 1 – 701096401 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 Management Consultancy Framework Two (MCF2) dated 04 Sep 18 between 1) the Minister for the Cabinet Office represented by Crown Commercial Service (“**CCS**”) and 2) Bloom Procurement Services Limited (“**Bloom**”) the terms of which are hereby incorporated into this Call-off Order Form.

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.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

Order Number	<b>701096401</b>
From	<b>Ministry of Defence</b> <b>("CUSTOMER")</b>
To	<b>Bloom Procurement Services Ltd</b> <b>("SUPPLIER")</b>
Date	<b>15<sup>th</sup> June 2020</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b>	<i>15<sup>th</sup> June 2020</i>
<b>1.2.</b>	<b>Expiry Date:</b>	<i>31<sup>st</sup> December 2020</i>

#### 2. SERVICES

<b>2.1</b>	<b>Services required</b>	Full requirement outlined in Statement of Requirement attached at Appendix 2.
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>	Full requirement outlined in Statement of Requirement attached at Appendix 2.				
<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>	<b>Milestone Date</b>	<b>Customer Responsibilities</b>	<b>Milestone Payments</b>	<b>Delay Payments</b>
*See full SoR attached at Appendix 2.						

### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>	Not applicable (as per Statement of Requirement attached at Appendix 2.)
<b>4.2</b>	<b>Service Levels/Service Credits:</b>	Not applicable.
<b>4.3</b>	<b>Critical Service Level Failure:</b>	Not applicable.
<b>4.4</b>	<b>Performance Monitoring:</b>	Not applicable.
<b>4.5</b>	<b>Period for providing Rectification Plan:</b>	In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>	Outlined in Statement of Requirement attached at Appendix 2.
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<b>5.2</b>	<b>Relevant Convictions</b>	As per MCF2- Call Off Terms V61 para. 28.2.
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## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b>	The costs are subject to a limit of liability of £204,000 (ex VAT).
<b>6.2</b>	<b>Payment terms/profile</b>	<ol style="list-style-type: none"> <li>1. The costs are subject to a limit of liability of £204,000 (ex VAT).</li> <li>2. Payment will be invoiced in accordance with the agreed conditions stipulated within the contract.</li> <li>3. A payment requisition will be raised within CP&amp;F.</li> <li>4. Each invoice will include a detailed breakdown of work completed in accordance with the SOR and confirmed in CP&amp;F.</li> </ol>
<b>6.3</b>	<b>Reimbursable Expenses:</b>	Not Applicable
<b>6.4</b>	<b>Customer billing address:</b>	Navy Command Leach Bldg, HMS EXCELLENT, Whale Island, PO2 8BY
<b>6.5</b>	<b>Call Off Contract Charges fixed for:</b>	The duration.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges:</b>	Not Applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges:</b>	Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>	The costs are subject to a limit of liability of £204,000 (ex VAT).
<b>7.2</b>	<b>Supplier's limitation of Liability:</b>	Refer to Clause 37 MCF2- Call Off Terms.
<b>7.3</b>	<b>Insurance:</b>	Refer to Clause 38 MCF2- Call Off Terms.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default:</b>	In Clause 42.2.1 of the Call Off Terms.
<b>8.2</b>	<b>Termination without cause notice period:</b>	Clause 42.7 of the Call Off Terms.
<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 applicable.
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	Incumbent to sign non-disclosure agreement as per CCS.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals:</b>	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>	<ol style="list-style-type: none"> <li>1. The incumbent must hold Security Clearance (SC) as a minimum.</li> <li>2. Incumbent to sign non-disclosure agreement.</li> </ol>
<b>10.4</b>	<b>ICT Policy:</b>	ICT Policy to be provided on commencement of work.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>	In Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
<b>10.7</b>	<b>NOT USED</b>	
<b>10.8</b>	<b>Protection of Customer Data:</b>	Clause 35.2 of the Call Off Terms
<b>10.9</b>	<b>Notices:</b>	<p><b>Customer's postal address and email address:</b></p> <p>Navy Command Commercial Team Navy Command HQ Leach Bldg,</p>

		<p>HMS EXCELLENT, Whale Island, Portsmouth Hampshire PO2 8BY</p> <p><b>Supplier's postal address and email address:</b></p> <p>Bloom Procurement Services Ltd Point 5 New Eden House, Fletcher RoadGatesheadNE8 2ET Email: <a href="mailto:james.kent@bloom.services">james.kent@bloom.services</a> Cc: <a href="mailto:Thomas.davies@bloom.services">Thomas.davies@bloom.services</a></p>															
<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>	Not applied.															
<b>10.12</b>	<b>Call Off Tender:</b>	In Schedule 16 (Call Off Tender)															
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms):</b>	Clause 36.3.															
<b>10.14</b>	<b>Staff Transfer:</b>	Not applicable.															
<b>10.15</b>	<b>Processing Data:</b>	Not applicable.															
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	Call Off Schedule 15															
<p><b>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</b></p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No:</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </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> </tbody> </table>			DEFCON No:	Version	Description				DEFFORM No	Version	Description						
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**APPENDIX 1**

**CONTRACT REFERENCE: 701096401**

**PRICING SCHEDULE**

The following table format is to be used in providing your bid, the rates that are used in this table will be those that are used in the delivery of the requirement and will form the contracted rates. All prices shall be submitted in Great British Pounds Sterling (£). Pricing cannot exceed your maximum framework prices. All pricing shall be exclusive of VAT.

<b>Grade</b>	<b>Max Man Day Rate</b>	<b>(A) Tendered Man Day Rate</b>	<b>(B) Man Day Qty</b>	<b>Total Grade Price (A) X (B)</b>
Director/Partner				
Managing Consultant				
Principal Consultant				204000
Senior Consultant				
Consultant				
Junior Consultant				
<b>Total</b>				

## APPENDIX 2

### STATEMENT OF REQUIREMENT

#### Background.

NavyX is the Royal Navy's Autonomy and Lethality accelerator and has been funded by Secretary of State for Defence in April 2019. NEMESIS is the team enabling the accelerators (including NavyX) and also to work with Director Technology & Innovation to establish this new area within Navy Command. Although the hiring process for both NavyX and NEMESIS is under way and had some recent successes, there is a requirement to provide continuity while the existing contractors leave and the new NavyX and NEMESIS team members take up their positions. In addition, the requirement is to be able to keep the specialist resource on board to help with establishing and rolling out the Operating Model and Ways of Working for both NavyX (confirm the TOM) and for NEMESIS (establish and embed) as they have been part of the venture and have significant experience in this area. This is a temporary role and the requirement will continue until the achievement of the Target Operating Capability which is forecasted for Dec 2020.

#### Requirement.

There is a requirement to employ the specialist skills of an SC cleared Business Consultant and an SC cleared Scrum Master.

They would support Director T&I and the NavyX Team Lead in:

- establishing the enduring core team for NavyX and NEMESIS,
- create and embed NEMESIS' Target Operating Model (TOM),
- establish and roll out the new Scrum ways of working in the MARCAP area.
- In addition, the Scrum Master will continue to coach newly arrived team members on Scrum Ways of Working
- and support the NavyX Team Lead in turning the scrum ways of working to business as usual for NavyX.

These skills are specialist skills not readily available via civil service or military resources, the consultants in mind have significant experience in working with NavyX and NEMESIS. Also, this would be a distinct piece of work with the Target Operating Model and the New Ways of Working as deliverables, which is why the authority wishes to contract out for this period.

- **Description of Work.** As per Background and Requirement described above.
- **Deliverables.**
  - Revise NavyX Target Operating Model - signed off by NavyX Team Lead
  - NEMESIS Target Operating Model - signed off by Director T&I
  - Completed recruitment cycle for currently approved liability (including establishing TORs, Coordinating recruitment Process with the Ops manager, ensuring onboarding process is completed)
    - Creating a proposal for introducing Scrum ways of working to the Director Dev (MARCAP) area
    - Bringing newly recruited resource up to speed in Scrum ways of working (NavyX requirement)

- Providing continuity in project work as contractors leave and enduring resource joins (NavyX requirement)

**Security Considerations.** Any and all contractors delivering this work are required to hold SC clearance.

**Other Considerations.** Scum Master and Product Owner qualifications via Scrum Inc.

- **Government Furnished Equipment/Information (GFE/GFI).** MOD laptops will be provided to deliver the work. Any documentation will be provided during the engagement and via the relevant sharepoint sites and email as and when required.