

## **Crown Commercial Service**

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

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The Authority wishes to draw your attention to the additional DEFCONs (Defence Conditions) incorporated at 10.16 that will form part of the Call Off Terms.

## 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 DNO Transformation Services dated 30 March 2021.

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>DNO/001</b>
From	<b>Secretary of State for Defence ("CUSTOMER") MOD Main Building, Whitehall, London, SW1A 2HB</b>
To	<b>Atkins Limited ("SUPPLIER") Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW</b>
Date	<b>("30 March 2021")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 2 April 2021
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 1 April 2024  End date of Extension Period: 31 March 2026  Minimum written notice to Supplier in respect of extension: 3 MONTHS

## 2. SERVICES

2.1.	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 (Services)</p> <p>TRANSFORMATION CONSULTANCY SERVICES</p> <p>See Appendix B Statement of Requirements. Acceptance will be in accordance with DEFCON 525.</p> <p>[REDACTED]</p> <p><b>Governance: Contract and Programme Management Meetings</b> The Supplier will be expected to support and attend the meetings in accordance with the governance process given below in 'Transformation Services – Governance'.</p> <p><b>Monthly Report</b> At the Monthly Meeting, a Monthly Report shall be provided. The Supplier will adhere to the 'Statement of Works – DNO Warhead Change Programme'.</p> <p>[REDACTED]</p> <p>The Project Plan (section 3.1) shall set out the monthly timetable for the delivery of the monthly reports and required deliverables.</p>
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<b>Transformation Services – Governance</b>				
Name	Frequency	DNO Attendees	Atkins Attendees	Typical agenda
Executive Group	Quarterly	DNO WH, other senior Defence stakeholders of relevance,	Atkins Advisory Board (3) Transformation Team Leader Project Manager	Executive level review of programme direction, significant risks & issues provide direction and guidance. End / commencement of phase assessments.
Programme Group	Monthly (alternate fortnightly with Risk & Issues Review)	Project Team, other business area reps as needed	Transformation Team Project Manager	Review the main project plan, progress and output from risk & issues reviews. Provide direction and guidance as appropriate.
Programme Risk & Issues Review	Monthly (alternate with Programme Group)	Project Team	Transformation Team Project Manager	Review risks & issues, agree and approve mitigation and recovery plans.
Change Control Board	As required	Project Team	Transformation Team Leader Project Manager	Review and decline / approve proposed project and contractual changes
Programme regular check-in	Weekly	Project team lead	Transformation Team Leader	Programme regular check-in
Workstream Review	Weekly	Workstream lead	Workstream consultant	Workstream regular check-in

### 3. PROJECT PLAN

3.1.	<p><b>Project Plan:</b></p> <p>In Clause 6 and 7.1.2 of the Call Off Terms.</p> <p><u>Phase 1 (Year 1)</u></p> <p>The Supplier shall provide the Services in accordance with the “Transformation Services Project Plan – Phase 1” for the requirements in Phase 1 of Appendix B Statement of Requirements.</p> <p>The Monthly Report shall apportion the Milestone Payment against deliverables and the Monthly Report in accordance with delivery plan agreed at the commencement of the monthly reporting period as set out in paragraph 2.1.</p> <p><u>Phase 2 (Years 2 &amp; 3)</u></p> <p>For Phase 2 within Appendix B Statement of Requirements, the Customer will work with the Supplier to update the existing Project Plan in accordance with Clause 6 of the Call Off Terms.</p> <p>The Supplier shall provide the Customer a draft revision of the accepted Project Plan for approval 5 working days prior to the commencement of the provision of the Services.</p> <p>The Customer and Supplier will agree which milestones to include from Appendix B Statement of Requirements and that the dates and values are anticipated to be comparable order of magnitudes to those agreed in Phase 1.</p>
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<b>Transformation Services Project Plan - Phase 1</b>				
<b>Milestone #</b>	<b>Deliverables Due</b>	<b>Milestone Date</b>	<b>WHD Responsibilities</b>	<b>Milestone Payments £</b>
1.	Monthly Report # 1	Commencement Date + 1 month	<ul style="list-style-type: none"> <li>Agree deliverables at the commencement of the monthly reporting period.</li> <li>Agree acceptance of deliverables submitted as part of the monthly report</li> </ul>	[REDACTED]
2.	Monthly Report # 2	Commencement Date + 2 months	. As per Monthly Report #1	[REDACTED]
3.	Monthly Report # 3	Commencement Date + 3 months	As per Monthly Report #1	[REDACTED]
4.	Monthly Report # 4	Commencement Date + 4 months	As per Monthly Report #1	[REDACTED]
5.	Monthly Report # 5	Commencement Date + 5 months	As per Monthly Report #1	[REDACTED]
6.	Monthly Report # 6	Commencement Date + 6 months	As per Monthly Report #1	[REDACTED]
7.	Monthly Report # 7	Commencement Date + 7 months	As per Monthly Report #1	[REDACTED]
8.	Monthly Report # 8	Commencement Date + 8 months	As per Monthly Report #1	[REDACTED]
9.	Monthly Report # 9	Commencement Date + 9 months	As per Monthly Report #1	[REDACTED]
10.	Monthly Report # 10	Commencement Date + 10 months	As per Monthly Report #1	[REDACTED]
11.	Monthly Report # 11	Commencement Date +11 months	As per Monthly Report #1	[REDACTED]
12.	Monthly Report # 12	Commencement Date + 12 months	As per Monthly Report #1	[REDACTED]

13.	Monthly Report # 13	Commencement Date + 13 months	As per Monthly Report #1	[REDACTED]
14.	Monthly Report # 14	Commencement Date +14 months	As per Monthly Report #1	[REDACTED]
15.	Monthly Report # 15	Commencement Date + 15 months	As per Monthly Report #1	[REDACTED]
16.	Monthly Report # 16	Commencement Date + 16 months	As per Monthly Report #1	[REDACTED]
17.	Monthly Report # 17	Commencement Date + 17 months	As per Monthly Report #1	[REDACTED]
18.	Monthly Report # 18	Commencement Date + 18 months	As per Monthly Report #1	[REDACTED]
19.	Monthly Report # 19	Commencement Date + 19 months	As per Monthly Report #1	[REDACTED]
20.	Monthly Report # 20	Commencement Date + 20 months	As per Monthly Report #1	[REDACTED]
21.	Monthly Report # 21	Commencement Date + 21 months	As per Monthly Report #1	[REDACTED]
22.	Monthly Report # 22	Commencement Date + 22 months	As per Monthly Report #1	[REDACTED]
23.	Monthly Report # 23	Commencement Date + 23 months	As per Monthly Report #1	[REDACTED]
24.	Monthly Report # 24	Commencement Date + 24 months	As per Monthly Report #1	[REDACTED]
25.	Monthly Report # 25	Commencement Date + 25 months	As per Monthly Report #1	[REDACTED]
26.	Monthly Report # 26	Commencement Date + 26 months	As per Monthly Report #1	[REDACTED]
27.	Monthly Report # 27	Commencement Date + 27 months	As per Monthly Report #1	[REDACTED]
28.	Monthly Report # 28	Commencement Date + 28 months	As per Monthly Report #1	[REDACTED]

29.	Monthly Report # 29	Commencement Date + 29 months	As per Monthly Report #1	[REDACTED]
30.	Monthly Report # 30	Commencement Date + 30 months	As per Monthly Report #1	[REDACTED]
31.	Monthly Report # 31	Commencement Date +31 months	As per Monthly Report #1	[REDACTED]
32.	Monthly Report # 32	Commencement Date + 32 months	As per Monthly Report #1	[REDACTED]
33.	Monthly Report # 33	Commencement Date + 33 months	As per Monthly Report #1	[REDACTED]
34.	Monthly Report # 34	Commencement Date + 34 months	As per Monthly Report #1	[REDACTED]
35.	Monthly Report # 35	Commencement Date +35 months	As per Monthly Report #1	[REDACTED]
36.	Monthly Report # 36	Commencement Date + 36 months	As per Monthly Report #1	[REDACTED]



#### 4. CONTRACT PERFORMANCE

4.1.	<p><b>Standards:</b></p> <p><b>AQAPS:</b> Quality plan in accordance with AQAP 2105.</p> <p><b>ISO:</b> 9001:2015 7</p> <p><b>Cyber Essentials</b> A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-ZWD68QCY. The associated Cyber Risk Profile is high, and this is governed by DEFCON 658.</p>																				
4.2	<p><b>Service Levels/Service Credits:</b></p> <p>In accordance with Section 11 Service Levels and Performance of Appendix B Statement of Requirements.</p> <p>N.B. These are the reporting KPIs in accordance with MOD’s own contract management purposes and are distinct from the payment mechanics including the Delay Payment provisions outlined in Section 3 Project Plan.</p> <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA Description</th><th>Target</th></tr><tr><td>1</td><td>Delivery timescales</td><td>Deliverables to be prepared and received in line with the requirements set out in the tender document.</td><td>90% on time delivery</td></tr><tr><td>2</td><td>Quality of deliverables</td><td>Quality of provider work will be assessed through deliverable documents and improvements of maturity assessments.</td><td>100% quality of documents. Agreed target maturity levels.</td></tr><tr><td>3</td><td>Success of the partnership</td><td>The success of the partnership will be measured through the metrics identified by the Provider in the tender process.</td><td>As per tender</td></tr><tr><td>4</td><td>Reporting</td><td>Monthly through the performance review</td><td>On time delivery</td></tr></table>	KPI/SLA	Service Area	KPI/SLA Description	Target	1	Delivery timescales	Deliverables to be prepared and received in line with the requirements set out in the tender document.	90% on time delivery	2	Quality of deliverables	Quality of provider work will be assessed through deliverable documents and improvements of maturity assessments.	100% quality of documents. Agreed target maturity levels.	3	Success of the partnership	The success of the partnership will be measured through the metrics identified by the Provider in the tender process.	As per tender	4	Reporting	Monthly through the performance review	On time delivery
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4.3	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>																				
4.4	<p><b>Performance Monitoring:</b></p> <p>Please see 4.2 of Call Off Order Form</p>																				
4.5	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>																				

## 5. PERSONNEL

5.1

Supplier Key Personnel:

Role	Name	MCF2 Role	Allotted
Atkins Advisory Board Member	[REDACTED]	[REDACTED]	[REDACTED]
Atkins Advisory Board Member	[REDACTED]	[REDACTED]	[REDACTED]
Core Team Member	[REDACTED]	[REDACTED]	[REDACTED]
SME	[REDACTED]	[REDACTED]	[REDACTED]
Core Team Member	[REDACTED]	[REDACTED]	[REDACTED]
Atkins Advisory Board Member	[REDACTED]	[REDACTED]	[REDACTED]
Core Team / Project Leader	[REDACTED]	[REDACTED]	[REDACTED]
SME	[REDACTED]	[REDACTED]	[REDACTED]

Note: The DV requirements in clause 12.1 of the Statement of Requirements shall apply solely to the Core Members of the team. All other members must maintain SC clearance.

5.2

Relevant Convictions (Clause 28.2 of the Call Off Terms):

N/A

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p><b>Initial Contract Value (Years 1-3):</b> [REDACTED]</p> <p>Optional Extension Years:</p> <p>Year 4: [REDACTED]</p> <p>Year 5: [REDACTED]</p> <p><b>Total Contact Value: £2,791,875.00 (ex. VAT)</b></p>
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	<p style="text-align: center;">[REDACTED] [REDACTED]</p> <p>Payment shall be on a monthly basis in accordance with 20210126-DNO WHD Transformation (attached) on receipt and acceptance of the Monthly Report as set out in paragraph 2.1</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Payment terms in accordance with DEFCON 522</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>Given the ongoing COVID-19 government restrictions, invoices to be sent via email to [REDACTED] cc'ing [REDACTED]</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>5 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>The first Monday in June and the first Monday of December 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 [REDACTED]
<b>7.2</b>	<b>Supplier's limitation of Liability</b> Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): N/A


## 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):  In 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>  In Call Off Schedule 9 (Exit Management)







## 9. SUPPLIER INFORMATION









<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  N/A
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  Methods of work statements as set out in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, and 6.7 of Atkins' ITT response.  Proprietary Information. This will be notified to the Authority if and when the situation arises.  Names and personal details of all supplier staff engaged with the contract as set out in Atkins' ITT response: Questionnaire 5 – Atkins CVs.  Annex E - Pricing Schedule; including contracted day rates and number of days.

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 28th October 2020 Recital D - date of receipt of Call Off Tender: 27th November 2020
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
10.3	<b>Security:</b> Short form security requirements Security policy iaw Security Aspects Letter and DEFCON 659A & DEFCON 660  Security Aspects Letter - Transformati
10.4	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	<b>NOT USED</b>
10.8	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): In accordance with DEFCON 532B.
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] Supplier's postal address and email address: [REDACTED]
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> N/A
10.12	<b>Call Off Tender:</b>

	In Schedule 16 (Call Off Tender)																
<b>10.13</b>	<b>Publicity and Branding</b> Clause 36.3.2 of the Call Off Terms																
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).																
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 In accordance with DEFCON 532B and DEFFORM 532. <table border="1"> <tr> <td><b>Contract Reference:</b> <b>DNO/001</b></td><td></td></tr> <tr> <td><b>Date:</b> 30 March 2021</td><td></td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td>The Supplier will process the relevant personal data in relation to the delivery of this contract.</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>Authority as Controller Supplier as Processor</td></tr> <tr> <td>Use of Personal Data</td><td>For the duration of the Call Off Contract period. Refer to 1.2 in Call Off Contract.</td></tr> <tr> <td>Nature and purposes of the processing</td><td>Names of employees will be categorised and recorded as task contributors, news recipients and meeting delegates, or similar, identified as post-holders for role re-organisation and task structuring, on [REDACTED]. The purpose is the statutory obligation to identify and contact staff about updates and changes affecting their own employment.</td></tr> <tr> <td>Type of Personal Data</td><td>Name, Job role and professional qualifications.</td></tr> <tr> <td>Categories of Data Subject</td><td>Employees</td></tr> </table>	<b>Contract Reference:</b> <b>DNO/001</b>		<b>Date:</b> 30 March 2021		<b>Description Of Authorised Processing</b>	The Supplier will process the relevant personal data in relation to the delivery of this contract.	Identity of the Controller and Processor	Authority as Controller Supplier as Processor	Use of Personal Data	For the duration of the Call Off Contract period. Refer to 1.2 in Call Off Contract.	Nature and purposes of the processing	Names of employees will be categorised and recorded as task contributors, news recipients and meeting delegates, or similar, identified as post-holders for role re-organisation and task structuring, on [REDACTED]. The purpose is the statutory obligation to identify and contact staff about updates and changes affecting their own employment.	Type of Personal Data	Name, Job role and professional qualifications.	Categories of Data Subject	Employees
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<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>There are fourteen (14) DEFCONs and one (1) DEFFORM which form part of this Call Off Contract.</p>																	

DEFCON No	Version	Description
5J	12/06	Unique Identifiers Application (NB: clause 4 does not apply)  DEFCON 5J.pdf
76	12/06	Contractor's Personnel at Government Establishment  DEFCON 76.pdf
507	10/18	Delivery Application  DEFCON 507.pdf
522	11/17	Payment and Recovery of Sums Due  DEFCON 522.pdf
531	11/14	Disclosure of Information (The definition of Information is as per the Defcon only for the purposes of the Defcon and not for the entire contract. The definition of Authority and Contractor is as per the Defcon only for the purposes of the Defcon and not for the entire contract)  DEFCON 531.pdf
532B	04/20	Protection of Personal Data (where personal data is being processed on behalf of the Authority)  DEFCON 532B.pdf
525	10/98	Acceptance

		 DEFCON 525.pdf
550	02/14	Child Labour and Employment Law   DEFCON 550.pdf
602A	12/17	Quality Assurance (with Deliverable Quality Plan)   DEFCON 602A.pdf
647	04/19	Financial Management Information   DEFCON 647.pdf
658	10/17	Cyber   DEFCON 658.pdf
659A	02/17	Security Measures   DEFCON 659A.pdf
660	12/15	Official-Sensitive Security Requirements   DEFCON 660.pdf
703	08/13	Intellectual Property Rights - Vesting in the Authority   DEFCON 703.pdf



	DEFFORM	Edition	Description	
	532	10/19	Personal Data Particulars [REDACTED]	

## **514FORMATION 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.**



RM6008-MCF2-Call-  
off-terms-v61.pdf

**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	