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RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: PS088 - 703120450

THE BUYER: Ministry of Defence

BUYER ADDRESS MOD Corsham, Corsham, Wiltshire, SN13 9NR on behalf of the Secretary of State for Defence

THE SUPPLIER: Capita Business Services Limited

SUPPLIER ADDRESS: 65 Gresham Street, London, EC2V 7NQ

REGISTRATION NUMBER: 299747

DUNS NUMBER: 500191747

SID4GOV ID:

This Order Form is for the provision of the Call-Off Deliverables and dated 01st April 2022 to 16th December 2022. It's issued under the Framework Contract with the reference number Business Services Panel RM6187 for the provision of business services

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 01st April 2022 to 16th December 2022. It's issued under the Framework Contract with the reference number RM6187 for the provision of business

CALL-OFF LOT(S):

Lot 6 – Procurement & Supply Chain

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

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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 includes 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 Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 – Standards:

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- Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions;
- Def Stan 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contracting Working Parties;
- Cyber Risk Level has been assessed as Very Low, assessed under RAR-316355834.

Special Term 2 – The Buyer is only liable to reimburse the Supplier for any travel and subsistence expense which is:

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense.

The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Ethical Walls/Conflict of Interest

It is recognised that in the provision of commercial support to the Defence Digital Professional Services Commercial Team under this Call Off Contract it may be deemed a perceived conflict of interest should Supplier bid for Professional Services Commercial Team requirements. Therefore, an agreed ethical walls policy will be followed (as outlined in Appendix A) to ensure any such perceived conflict of interest is removed.

Providing the Supplier follows this ethical wall policy, the Customer confirms that Supplier shall not be precluded from or disadvantaged in bidding for future ITT / bidding opportunity due to any perceived conflict of interest.

Call-off start date:	01st April 2022
Call-off expiry date:	16th December 2022 <i>Extension: 28th February 2023 (Subject to Financial Approval)</i>
Call-off initial period:	8 months
Call-off deliverables:	To be completed during the Contract period – See Below:

- a. Supporting the CAT A Full Business Case approvals process, Scrutiny engagement and Evidence working group meetings. Full Business case development and evidence as per the Scrutiny Evidence table. Schedule maintenance and developing the detail around mobilisation and Governance.

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- b. Supporting the Invitation to Tender (ITT) process with evaluation and moderation, Clarification questions and methodology development of the Invitation to Tender.
- c. Supporting the Competitive process, contract award and Framework mobilisation, including production of the call off process document suite (direct award and mini competition). Governance and contract management, SLA/KPI reporting and compliance. Customer guidance, training and comms for SharePoint and comms plan MOD wide. Supplier guidance (rules of engagement) launch communications, supplier engagement.
- d. Providing advice and challenge to our approach.

Security

Short form security requirements apply

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£415,700 (ex VAT)

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, and 5 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.

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The Supplier shall be entitled to claim for Travel and Subsistence costs, which if applicable and approved in writing by the Authority will be paid in accordance with the Authority's travel and subsistence policy.

Payment method

Contract Purchasing and Finance (CP&F) System

Buyer's invoice address

Information has been redacted under FOIA Section 40 - Personal Information
Commercial Officer

Information has been redacted under FOIA Section 40 – Personal Information
MOD Corsham, Corsham, Wiltshire, SN13 9NR

Buyer's authorised representative

Information has been redacted under FOIA Section 40 - Personal Information
Associate Commercial Lead

Information has been redacted under FOIA Section 40 - Personal Information
MOD Corsham, Corsham, Wiltshire, SN13 9NR

Financial Transparency Objectives

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's security policy

Appended at Call-Off Schedule 9

Supplier's authorised representative

Information has been redacted under FOIA Section 40 - Personal Information
– Principle Consultant

Information has been redacted under FOIA Section 40 - Personal Information
65 Gresham Street, London,
EC2V 7NQ

Supplier's contract manager

Information has been redacted under FOIA Section 40 - Personal Information
- Principle Consultant

Information has been redacted under FOIA Section 40 - Personal Information
65 Gresham Street, London,
EC2V 7NQ

Progress report frequency

Weekly

Progress meeting frequency

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Twice a week

Key staff

Information has been redacted under FOIA Section 40 - Personal Information
Managing Consultant

Information has been redacted under FOIA Section 40 - Personal Information

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Managing Consultant

Information has been redacted under FOIA Section 40 - Personal Information

Information has been redacted under FOIA Section 40 - Personal Information
Managing Consultant

Information has been redacted under FOIA Section 40 - Personal Information

Information has been redacted under FOIA Section 40 - Personal Information
Principle Consultant

Information has been redacted under FOIA Section 40 - Personal Information

Key subcontractor(s) N/A

Commercially sensitive information N/A

Service credits N/A

Additional insurances N/A

Guarantee N/A

Buyer's environmental and social value policy

Procurement Policy Note – Taking Account of Social Value in the Award of Central Government Contracts, (September 2020), available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/921437/PPN-06_20-Taking-Account-of-Social-Value-intheAwardofCentral-Government-Contracts.pdf

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)

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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:

Signature: *Information has been redacted under FOIA Section 40 - Personal Information*

Name: *Information has been redacted under FOIA Section 40 - Personal Information*

Role: Commercial Director

Date: 05/05/2022

For and on behalf of the Buyer:

Signature: *Information has been redacted under FOIA Section 40 - Personal Information*

Name: *Information has been redacted under FOIA Section 40 - Personal Information*

Role: Associate Commercial Lead

Date: 10/05/2022