

Schedule 1 – Annex A Call-Off Order Form

Part A

Order Form Template

CALL-OFF REFERENCE: **700773369** - Buyer's contract reference number

THE BUYER: Head Office Commercial

BUYER ADDRESS Ministry of Defence Kentigern House, Rm 2.1.02,
65 Brown Street, Glasgow G2 8EX

THE SUPPLIER: Insight Direct (UK) Ltd

SUPPLIER ADDRESS: 5th Floor Metro Building, Trafford Road, Salford
Quays, Manchester M5 3NN

REGISTRATION NUMBER: 2579852

DUNS NUMBER: 769387739SID4GOV ID:
N/A

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 Oct 20 . It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT(S):

Lot 1a Resource Planning & Management Solutions including Financial and Commercial

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for 700773369
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 – (ICT Services)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

No other Supplier terms are 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

Below are assumptions submitted with the Supplier's proposal to form part of this Contract:

- Target Operating Model development is outside the scope of this programme.
- Buyer will assist with developing a Stakeholder management strategy that involves required parties but also empowers and facilitates prompt decision making

- Each TLB will allocate at least 1 Change Agent / Practitioner to the programme. They should possess professional business change management skills required to craft communications and have the seniority / respect of peers to secure adoption.
- Buyer will provide a PMO support team to assist with administrative and contractual elements of project planning
- Beginning the project in the Detailed design phase is predicated on the accuracy and completeness of the business requirements provided.
- The programme should leverage established DBS collaboration tools (e.g. SharePoint) and existing test/defect management tools.
- Project communications will either be delivered by Buyer, or jointly between Buyer and Supplier.
- Deliverables may have multiple Buyer reviewers, but Supplier assumes only 1 approver.
- Buyer will be responsible for extracting data from their systems
- Any DBS staff required for Knowledge Transfer will have a basic knowledge of Oracle navigation
- Performance testing will be the responsibility of Buyer resources. The Supplier will be responsible for the analysis of performance issues and coordination with Oracle of the diagnosis and resolution of any performance issues
- Supplier is not providing any Third-Party software, tools, equipment or other products to the Buyer in this engagement.
- Buyer will provide external connection access to all systems relevant to this engagement.
- Supplier assumes remote working is permissible at times when resource presence is not required for face to face meetings or workshops at MOD Abbey Wood.
- Buyer is responsible for their own Oracle licensing obligations.
- Buyer will provide external connection access to all systems relevant to this engagement.
- Buyer will perform regression testing of existing Oracle functionality as part of SIT and UAT Testing phases.
- Buyer will be responsible for the performance of its employees and agents, including any contribution they make to the Services, and for the accuracy and completeness of all Buyer Data, information and materials provided to the Supplier. The Supplier will be entitled to rely on all decisions and approvals received from the appropriately authorised Buyer personnel.

The Additional Call-Off Special Terms are detailed at Schedule 4 Annex D Terms and Conditions ref MOD's additional DEFCONs and DEFFORMs.

CALL-OFF START DATE: 1 November 2020

CALL-OFF EXPIRY DATE: 30 June 2022

CALL-OFF INITIAL PERIOD: N/A

CALL-OFF DELIVERABLES

As per the Pricing at Schedule 3

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 is approx. £2.256M from 1 Nov 20 to 31 Oct 21.

CALL-OFF CHARGES

As per Call-Off Schedule 5 and supported by Pricing documentation at Schedule 3.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Any Travel & Subsistence costs will be agreed between the Buyer and the Supplier using MOD's standard T&S rates.

This will not exceed 8% of the Contract Value.

PAYMENT METHOD

Payment will be by the MOD's Contracting, Purchasing & Finance (CP&F) electronic procurement tool (DEFCON 522)

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

As detailed in the Schedule 2 (SOR)

SUPPLIER'S AUTHORISED REPRESENTATIVE –

Guy Beaudin

Public Sector Business Development Director

5th Floor, Metro Building, Trafford Road, Salford Quays, Manchester, M5 3NN

SUPPLIER'S CONTRACT MANAGER -

Faith Whitby

Secure Contract Specialist

5th Floor, Metro Building, Trafford Road, Salford Quays, Manchester, M5 3NN

PROGRESS REPORT FREQUENCY

To be agreed between MOD (DFinStrat and the Contractor)

PROGRESS MEETING FREQUENCY

To be agreed between MOD (DFinStrat and the Contractor)

KEY STAFF –

As set out in Call-Off Schedule 7 – Key Supplier Staff

KEY SUBCONTRACTOR(S) –

Frontera Consulting UK Ltd, Fleet House, New Bridge Street, London, EC4V 6AL

Company No. 07876468

COMMERCIALLY SENSITIVE INFORMATION

As per the completed DEFFORM 539A.

SERVICE CREDITS

Not applicable

GUARANTEE


Not applicable

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).

MINIMUM PERIOD OF NOTICE FOR NO_FAULT TERMINATION

90 days period of notice.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	David Docherty (signed electronically 01/10/20 16:00)
Name:	Guy Beaudin	Name:	David Docherty
Role:	Public Sector Business Development Director	Role:	Senior Commercial Officer
Date:	05 October 2020	Date:	1 Oct 20

Part B

Call-Off Schedules

Template Call-Off Schedules listed in the Framework Award Form.

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 4 (Call-Off Tender) - Not applicable
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- 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)]
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- Call-Off Schedule 15 (Call-Off Contract Management)
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- Joint Schedule 1 (Definitions)
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- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
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