

DIGITAL OUTCOMES AND SPECIALISTS 2 ORDER FORM

Initial SOW package

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement RM1043iv. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call-Off Contract and for the avoidance of doubt this Call-Off Contract consists of the terms set out in this Order Form and the Call-Off Terms.

DATE: 22/01/2018

ORDER NUMBER: HOCS4/00018

CALL OFF CONTRACT TITLE: PROVISION OF A DEFENCE TOTAL
REWARD/BENEFITS CALCULATOR

FROM: Ministry of Defence "**BUYER**"

TO: e3 Media Limited "**SUPPLIER**"

TOGETHER: the "**Parties**"

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

23/01/2018

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

22/01/2020

End date of Call Off Extension Period

22/01/2021

2. CUSTOMER CORE SERVICE REQUIREMENTS

2.1 Service required

The provision of a digital tool to go live by no later than June 2018 (the tool is required to be at an advanced level of maturity by 31 March 2018), to enable members of the Armed Forces and potentially civilians

working in Defence Equipment and Support to better understand the totality of their Reward package, both financial and non-financial, and the implications of a change of their circumstances; as an aid to retention and recruitment.

2.2 Location/Sites of Delivery

The main locations are London, Portsmouth, Andover, High Wycombe and Bristol, however, work may be carried out at other locations subject to the agreement of the Authority.

2.3 Staff Vetting

The Supplier shall ensure that all employees having access to Authority project material hold as a minimum the Baseline Personnel Security Standard (BPSS).

In the event that the Suppliers believes that an employee already holds requires National Security Vetting (NSV) to BPSS, then the Supplier shall submit the full name and date of birth of the individual (plus any other additional information as requested) to the Contract Designated Officer (to be advised by the Authority) for validation.

In the event that an employee requires BPSS clearance, then the Supplier shall submit a written request to the Contract Designated Officer, providing the full birth name of the employee, date of birth, country of birth and contact email address of the individual requiring security clearance.

The Authority can give no guarantees as to how long it will take to obtain or validate security clearance nor can it guarantee that a security clearance application will be approved; it is therefore in the interest of the Supplier to submit requests as soon as possible,

2.4 Standards

The Supplier is to hold and maintain throughout the life of the Call-Off Contract a minimum of Cyber Essentials Basic Certification; no work shall start without first the Supplier providing satisfactory evidence to the Authority of Basic Certification.

2.5 Security

In Clause 20 of the Call-Off Terms

3. SUPPLIER'S INFORMATION

3.1 Supplier's Inspection of Sites, Customer Property and Customer Assets

To be confirmed post award of contract.

3.2 Commercially Sensitive Information

To be confirmed post award of contract.

4. BUYER AND SUPPLIER RESPONSIBILITIES

4.1 Customer Responsibilities

The Buyer will ensure that all contractual obligations are adhered to and managed accordingly. Supplier queries will be responded to within two (2) working days. The Buyer will provide suitably qualified persons to attend and chair meetings with the Supplier when required to do so.

4.2 Supplier Responsibilities

The Supplier will ensure that all contractual obligations are adhered to and managed accordingly. Buyer queries will be responded to within one (1) working day. The Supplier will provide suitably qualified persons to attend meetings with the Buyer when required to do so.

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS), as described below.

Payment for work under the Call-Off Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

The Authority shall pay all valid and undisputed claims for payment submitted by the Supplier to DBS Finance on or before the day which is thirty (30) days after the later of:

The day upon which a valid request for approval of payment is received by the Authority; and

The date of completion of the part of the Contract to which the request for approval of payment relates.

Before payment can be considered, each invoice must include a detailed elemental monthly breakdown of work completed in the preceding month and the associated costs.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

5.2 Call-Off Contract Charges

For the avoidance of doubt the Contract will not exceed the value of £350,000 (Excluding VAT), this includes delivery of the Discovery, Alpha and Beta phases plus an allowance for ongoing maintenance and updates.

For the avoidance of doubt, the Authority will be charged for any Ad-hoc Additional Support required at the following agreed rates:

Ad-hoc Additional Support Hourly Rate (Excluding VAT) =
REDACTED

Ad-hoc Additional Support Daily Rate (Excluding VAT) =
REDACTED

SECTION C

6. CUSTOMER OTHER CONTRACTURAL REQUIREMENTS

6.1 Protection of Customer Data

In Clause 15 of the Call-Off Terms

6.2 Limitations on Liability

In Clause 34 of the Call-Off Terms

6.3 insurance

In Clause 10 of the Call-Off Terms

6.4 Termination without cause notice period

The minimum number of days for the purposes of Clause 23.1 of the Call-Off Terms shall be ten (10) Working Days.

FORMATION OF CONTRACT

7.1 BY SIGNING AND RETURNING THIS ORCER FORM (which may be done by electronic means) the Supplier agrees to enter a Call-Off Contract with the Buyer.

7.2 The Parties hereby acknowledge that they have read the Order Form and Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

7.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier (the “call-off effective date”).

7.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment to the terms and conditions set out in Part C. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

Background to the agreement

7.5 The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iv (the “Framework Agreement”).

7.6 The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.

7.7 The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have a contractual effect on the execution of an SOW.

For and behalf of the Supplier:

Name	Andrew Green
Title	Commercial Development Manager
Signature	
Date	22/01/2018

For and behalf of the Customer:

Name	Christopher Scott
Title	Def ComrclCC-HOCS4
Signature	
Date	23/01/2018