

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

Order Form

CALL-OFF REFERENCE: 714165450

THE BUYER: The Secretary of State for Defence

BUYER ADDRESS MOD Corsham
E2, Building 405,
Westwells Road
Corsham
SN13 9NR

THE SUPPLIER: Actica Consulting Limited

SUPPLIER ADDRESS: 4 Stirling House
Stirling Road
Surrey Research Park
Guildford
GU2 7RF

REGISTRATION NUMBER: 03396854

DUNS NUMBER: 520304304

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24 March 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Integrated User Services Negotiation and Approvals Support.

CALL-OFF LOT(S): 1 (Business)

Call-off incorporated terms

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

Where schedules are missing, those schedules are not part of the agreement and can not 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 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff)
- 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

5. Joint Schedule 5 (Corporate Social Responsibility)

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 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

Special Term 2 - From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification). The Supplier must comply with the following additional Standards for this Call-Off Contract:

- (i) No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.*
- (ii) Certificates of Conformity shall be provided in accordance with DEFCON 627*
- (iii) No Deliverable Quality Plan is required reference DEFCON 602B*
- (iv) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.*

- (v) *Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.*

Special Term 3 –

- (i) *The Buyer has assessed this Call-Off Contract not in scope of the IR35 Off Payroll working rules (reference: IR352597, all Supplier Staff deployed under this Call-Off Contract are PAYE having tax and national insurance deducted from their full salary and are not company directors. The Supplier will be required to confirm Payroll status (PAYE) of all Supplier Staff working under the Call-Off Contract.*
- (ii) *Reference DEFCON 658 (Edn 10/22) Cyber, the Cyber Risk Assessment Reference for this Call-Off Contract is RAR-240626A08. The Cyber Risk Profile is Not Applicable.*
- (iii) *A DEFFORM 702 must be completed for all Supplier Staff working under the Call-Off Contract prior to commencing work.*
- (iv) *The Supplier shall execute, within 10 working days of Call-off start date, the Ethical Walls Agreement at Annex 1 to this Framework Schedule 6 Order Form.*

Call-off start date: 1st April 2025

Call-off expiry date: 30th September 2025

Call-off initial period: 6 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: None

Call-off deliverables: See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements, Security Aspects Letter and Security Policy 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:

£80,100 (ex VAT)

Call-off charges

The pricing mechanism used to calculate the Charges under this Call-Off Contract is: **'Time and Materials'** whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier Staff, and for materials used in the project, for each Work Day no matter how much work is required to complete the project. The Charges

are calculated based on the number of Work Days delivered by Supplier Staff in any billing period multiplied by the Day Rate as specified in Table 1 Schedule of Requirements – Rate Card.

| Staff Grade | Maximum number of Work Days | Day Rate (£ ex VAT) | Maximum Total Value (£ ex VAT) |
|---------------------|-----------------------------|---------------------|--------------------------------|
| Managing Consultant | REDACTED | REDACTED | 80,100.00 |

Table 1 - Schedule of Requirements - Rate Card

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) 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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

The Supplier must seek pre-authorisation from the Buyer for all Reimbursable Expenses prior to committing to any expense which is sought to be recoverable under the Call-Off Contract.

Reimbursable Expenses pertaining to travel to and from Buyer Premises (MOD Corsham, Westwells Road, Corsham, SN13 9NR) is not claimable under the Call-Off Contract.

Payment method

Payment will be made by electronic transfer and prior to submitting any claims for payment the Supplier will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Where the Contractor submits an invoice to the Buyer, the Buyer will consider and verify that invoice in a timely fashion.

The Buyer shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Buyer has determined that the invoice is valid and undisputed

Buyer's invoice address

REDACTED

F-IUS Programme Manager

REDACTED

MOD Corsham

Spur E2, Building 405,

Westwells Road

Corsham

Financial transparency objectives

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

Buyer's authorised representative

REDACTED

Assistant Head Commercial – Fixed Networks

REDACTED

REDACTED

MOD Corsham
E2, Building 405,
Westwells Road
Corsham
SN13 9NR

Security policy

The Supplier shall comply with the Buyer's security policy, see Joint Services Publication 440 (Defence Manual of Security).

The Supplier shall adhere to the Security Aspects Letter within Appendix 1 to Call-Off Schedule 20.

Supplier's authorised representative

REDACTED

REDACTED

REDACTED

4 Stirling House
Stirling Road
Surrey Research Park
Guildford
GU2 7RF

Supplier's contract manager

REDACTED

REDACTED

REDACTED

4 Stirling House
Stirling Road
Surrey Research Park
Guildford
GU2 7RF

Progress report frequency

First Working Day of each month

Progress meeting frequency

First Working Day of each month

Key staff

REDACTED

IUS Negotiation & Approvals Lead

REDACTED

4 Stirling House

Stirling Road

Surrey Research Park

Guildford

GU2 7RF

Key subcontractor(s)

Not applicable

Commercially sensitive information

The Supplier's commercially sensitive information is stated in Joint Schedule 4 (Commercially Sensitive Information).

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Ministry of Defence Climate Change and Sustainability Strategic Approach, version 1, 30th March 2021 available online at:

<https://www.gov.uk/government/publications/ministry-of-defence-climate-change-and-sustainability-strategic-approach>

Social value commitment

Not applicable

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:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

