

Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules)

Order Form

Call-Off Reference:	15618
Call-Off Title:	701428388 (DInfoCom/0163) - Provision of DLMC E-Learning Application Support and Development (ELASD)
Call-Off Contract Description:	The customer requires a supplier to provide outputs in support of the Defence Learning Environment and working with the programme design partner and future delivery partner to help develop and implement solutions for DLMC services. This initially focuses on support to applications such as Moodle, Mahara, Alfresco and Learning Locker.
The Buyer:	Army Commercial (D Info)
Buyer Address:	Army HQ, IDL 1, Blenheim Bldg, Monxton Road, Andover, Hampshire SP11 8HJ
The Supplier:	CGI IT UK Ltd
Supplier Address:	14th Floor, 20 Fenchurch Street, London, EC3M 3BY
Registration Number:	947968
DUNS Number:	211098520
SID4GOV ID:	[N/A – Gov.uk Supplier Registration Service]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 08 Dec 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the

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Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 1: Digital Outcomes

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) RM1043.7**
- 3. Framework Special Terms**
- 4. The following Schedules in equal order of precedence:**

4.1 Joint Schedules for RM1043.7

Joint Schedule 1 (Definitions)
Joint Schedule 2 (Variation Form)
Joint Schedule 3 (Insurance Requirements)
Joint Schedule 4 (Commercially Sensitive Information)
Joint Schedule 5 (Corporate Social Responsibility)
Joint Schedule 6 (Key Subcontractors)
Joint Schedule 7 (Financial Difficulties) – **N/A**
Joint Schedule 8 (Guarantee) – **N/A**
Joint Schedule 9 (Blank) – **N/A**
Joint Schedule 10 (Rectification Plan)
Joint Schedule 11 (Processing Data)
Joint Schedule 12 (Supply Chain Visibility)

4.2 Call-Off Schedules for 701428388 (DInfoCom/0163)

Call-Off Schedule 1 (Transparency Reports)
Call-Off Schedule 2 (Staff Transfer)
Call-Off Schedule 3 (Continuous Improvement)
Call-Off Schedule 4 (Call Off Tender)
Call-Off Schedule 5 (Pricing Details and Expenses Policy)
Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
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 11 (Blank) – **N/A**
Call-Off Schedule 12 (Blank) – **N/A**
Call-Off Schedule 13 (Implementation Plan and Testing)
Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
Call-Off Schedule 15 (Call-Off Contract Management)

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Call-Off Schedule 16 (Benchmarking) – **N/A**
Call-Off Schedule 17 (MOD Terms)
Call-Off Schedule 18 (Background Checks)
Call-Off Schedule 19 (Scottish Law) – **N/A**
Call-Off Schedule 20 (Call-Off Specification)
Call-Off Schedule 21 (Northern Ireland Law) – **N/A**
Call-Off Schedule 22 (Blank) – **N/A**
Call-Off Schedule 23 (Blank) – **N/A**
Call-Off Schedule 24 (Blank) – **N/A**
Call-Off Schedule 25 (Ethical Walls Agreement)
Call-Off Schedule 26 (Cyber Essentials Scheme)

5. **CCS Core Terms (version 3.0.9)**
6. **Joint Schedule 5 (Corporate Social Responsibility) RM1043.7**
7. **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.**

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 – N/A

CALL-OFF START DATE:	10 Feb 2022
CALL-OFF EXPIRY DATE:	09 Feb 2024
CALL-OFF INITIAL PERIOD:	24-Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	Up to 6-Months
MINIMUM NOTICE PERIOD FOR EXTENSIONS:	4-Weeks
CALL-OFF CONTRACT VALUE:	Core: £1,805,000.00 (Ex VAT) Option Period: £492,235.20 (Ex VAT) (Currently Unfunded)

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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BUYER'S STANDARDS

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

JSP 440, The Defence Manual of Security, Resilience and Business Continuity.

JSP 604, Defence Manual for Information and Communications Technology (ICT).

JSP 740, Acceptable Use Policy (AUP) for Information and Communications Technology (ICT).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £902,500.00 ex VAT.

CALL-OFF CHARGES

Maximum Core Amount to utilise resources as and when required:	Core: Call Off charges for twenty-four (24) month Core will be in accordance with the agreed Monthly Statement of Work (Annex A to Order Form Appendix 1) and the Firm Price Man Days Rates (Call-Off Schedule 5) to a maximum of £1,794,250.00 ex VAT. T&S will be in accordance with Call-Off Schedule 5 (Pricing Details - Annex 1: Expenses Policy) to a maximum of £10,750.00 ex VAT. TOTAL: £1,805,000.00 ex VAT.
Maximum Option Period Amount to utilise resources as and when required:	Option: Call off charges for the Option Period will be in accordance with the agreed Monthly Statement of Work (Annex A to Order Form Appendix 1) and the Firm Price Man Days Rates (Call-Off Schedule 5) to a maximum of £489,605.20 ex VAT. T&S will be in accordance with Call-Off Schedule 5 (Pricing Details - Annex 1: Expenses Policy) to a maximum of £2,630.00 ex VAT. TOTAL: £492,235.20 ex VAT.
Charging Method:	Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Call-Off Schedule 5 (Pricing Details).

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

See Annex 1 to Call-Off Schedule 5 (Expenses Policy).

PAYMENT METHOD

Monthly in arrears in accordance with Monthly Statement of Work (Annex A to Order Form Appendix 1).

Two invoices are to be produced in accordance with the final agreed Monthly Statement of Work, one for Outcome A and the second for Outcome B.

Payment will be made through the Contracting, Purchasing & Finance (CP&F) / EXOSTAR.

BUYER'S INVOICE ADDRESS:

[REDACTED]

DLMC Deputy Programme Manager

[REDACTED]

D Info, Ramillies Building, Army Headquarters, Monxton Road, Andover, Hampshire, SP11 8HJ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

D Info Commercial Team Leader

[REDACTED]

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S ENVIRONMENTAL POLICY

JSP 604, Defence Manual for Information and Communications Technology (ICT).

BUYER'S SECURITY POLICY

JSP 440, The Defence Manual of Security, Resilience and Business Continuity.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director Consulting Services

[REDACTED]

1240 Lansdown Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Commercial Manager

[REDACTED]

14th Floor, 20 Fenchurch Street, London EC3M 3BY

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Quarterly. Dates TBC.

SUPPLIER KEY STAFF

~~[Insert name]~~

~~[Insert role]~~

~~[Insert email address]~~

~~[Insert address]~~

~~[Insert Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]~~

KEY SUBCONTRACTOR(S)

Learning Technologies Group (UK) Limited T/A LEO Learning
52 Old Steine,
Brighton,
BN1 1NH

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Pricing and Technical Solution.

BALANCED SCORECARD

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

MATERIAL KPIS

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

ADDITIONAL INSURANCES – N/A

GUARANTEE – N/A

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).

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Director Consulting Services	Role:	Army DInfo Comrcl SCO
Date:	17 December 2021	Date:	04 January 2022

Order Form Appendix 1

The Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex A to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Performance Management

Material KPIs that have a material impact on Contract performance for each Monthly Statement of Work can be found at Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Annex A to Order Form Appendix 1: Statement of Work

Key Performance Indicators (TBA)

Service xxx – Feb 2022 Deliverables

Table 1: In Support of Outcome A (Support to Operation of the DLE)

				Days booked per role								
Ser	Task	Description/Deliverable	Timescale	Role A	Role B	Role C	Days used	Completion	Benefits delivered	Cost of task	% completed	
1							0			£0.00		
2							0			£0.00		
3							0			£0.00		
				0	0	0	0					£0.00

Signatures and Approvals

Agreement of this SOW

BY e-SIGNING this Statement of Work, the Parties agree that it shall be legally binding on the Parties:

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	