

RM6187 MCF3 Lot 1

RFQ Number 709076450

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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MedIS (MEDICAL INFORMATION SERVICES) Business Options Assurance Specialist Team Support

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

Order Form

CALL-OFF REFERENCE:	RFQ Number 709076450
THE BUYER:	Defence Digital, Medical Information Services
BUYER ADDRESS:	[REDACTED]
THE SUPPLIER:	Actica Consulting Ltd
SUPPLIER ADDRESS:	[REDACTED]
REGISTRATION NUMBER:	03396854

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. Please refer to the DEFFORM 47 for MOD electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form. **Please refer to Annex A - DEFFORM 47.**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 18/04/2024.

It's issued under the Framework Contract with the reference number **RM6187 MCF3 Lot1 RFQ Number 709076450** for the provision of Business Options Assurance Specialist Team Support (BOASTS).

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CALL-OFF LOT: Not applicable**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 cannot be used. If the documents conflict, the following order of precedence applies:

- This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

Joint Schedule 1(Definitions and Interpretation) RM6187

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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- 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 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) -Short Form Utilised
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms

Joint Schedule 5 (Corporate Social Responsibility)

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

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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

Working in the Agile way is a special requirement to the BOASTS Requirement.

MOD DEFFORMS as specified in Call Off Schedule 17- MOD Terms- BOASTS

Call-off start date: 01 June 2024

Call-off expiry date: 31 May 2028

Call-off initial period: 48 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: (Up to a maximum duration of 12 Months). This extension period is at the sole discretion of the Authority.

Call-off deliverables:

Contract deliverables must be delivered in accordance with the deliverable's requirement in the Statement of Requirement in Annex B including Annex B1.

Security

Security requirements must be delivered in accordance with the security requirements in Annex B (Statement of requirement) and the Security Aspects Letter, Annex B5.

Within Schedule 9 - Security, Part A: Short Form Security Requirements is utilised for 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.

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

Estimated Year 1 Charges of the Contract is [REDACTED]

Call-off charges

Call-Off charges will be paid in accordance with the agreed Statement of Work. The initial Statement of Works at Contract Award are:

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- WP000 –[REDACTED]
- WP001 – [REDACTED]
- WP002 – [REDACTED]

The initial contract value [REDACTED]

In addition to the above, there are a number of requirements that may be needed in the future, and these will be called off as Further Work Packages (Further WPs) if and when required by the Authority.

It should be noted that the Authority shall not be obliged to call-off any Further WP, and the contract shall not exceed **£6,400,000.00** over the initial call-off period.

Should additional funding be required, this shall be subject to additional Authority approvals.

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

Please refer to the DEFFORM 47 on BOASTS Contract payments.

Buyer's invoice address:

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do apply to this contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Please refer to Annex B – Statement of Requirement (Security Requirement)

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Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

As specified in BOASTS Statement of Requirement Annex B under governance.

Progress meeting frequency

As specified in BOASTS Statement of Requirement (Annex B) under governance.

Key staff:

[REDACTED]

Key subcontractor(s)

N/A

Commercially sensitive information

Please refer to DEFFORM 539a – Commercial Sensitive Information

Service credits

Service credits do not apply but please refer to percentages attached to the Key Performance Indicators (KPI).

Additional insurances

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

Buyer's environmental and social value policy

Please refer to Annex B – Statement of Requirement (Environment)

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with any 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: [REDACTED]

Name: [REDACTED]

[REDACTED]

Date: 23/05/2024

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 23/05/2024