

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

Order Form

CALL-OFF REFERENCE: PS173 – Digital Skills for Defence

THE BUYER: Defence Digital, on behalf of the
Secretary of State for Defence

BUYER ADDRESS MOD Corsham, Spur B2, Bldg 405, Westwells
Road, Corsham, SN13 9NR

THE SUPPLIER: Boston Consulting Group

SUPPLIER ADDRESS: 80 Charlotte Street, London, England, W1T 4DF

REGISTRATION NUMBER: **OC359103**

DUNS NUMBER: 216961173

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **22/09/2023**. It's issued under the Framework Contract with the reference number RM6187 for the provision of **Delivery Partner Services**.

CALL-OFF LOT(S):

Lot 5: HR

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 6 (Key Subcontractors) - Optional
- Joint Schedule 9 (Minimum Standards of Reliability) - Optional
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- 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)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. 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.

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

None

This Call-Off Contract comes into force on the date both parties have signed the Call-Off Contract. Notwithstanding that, the parties acknowledge that the Supplier has been carrying out the Services from the 4th September 2023 ("the Commencement Date") and agree that the contractual terms set out in the Call-Off Contract will apply to such Services already provided from the Commencement Date).

Call-off start date: 01/10/2023

Call-off expiry date: 30/09/2025

Call-off initial period: 2 Years

Option to Extend: 1 period of up to 6 Months.

Option to Uplift Limit of Liability: [REDACTED]

All Options are subject to the Contracting Authority securing internal Financial Approval

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply, see Call-Off Schedule 9 (Security)

Cyber Risk Level has been assessed:

Contract name: Delivery Skills for Defence (DS4D) - Delivery Partner

Risk Assessment Ref: RAR-100222863

Cyber Risk Profile: Very Low

Tenderers for this contract must complete a Supplier Assurance Questionnaire (SAQ). The tender documentation will need to include the Risk Assessment Reference and Cyber Risk Profile, and Tenderers should complete their SAQ using the SAQ Form or the attached PDF, which must be returned to (and included with the tender response).

Supplier acknowledges and complies with SAL Security Aspects Letter, dated 16/02/2023 Reference: 20230216-PS173-Security Aspects Letter -Digital Skills for Defence

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 is [REDACTED]

Call-off charges

The total value of this contract (Initial Scope plus all SOWs) and is [REDACTED] **£7,804,166,67 Ex VAT** inclusive of a Limit of Liability of

Firm Price, Initial Deliverables - [REDACTED]
Limit of Liability, SOW

Deliverables - [REDACTED]

Limit of Liability is defined as the value of charges and is not applicable to references made to liability under the Framework, Call-Off Contract, or any other contracting mechanism. The Authority has no obligation to buy up to this amount.

See further details including a breakdown of the Firm Price deliverables and the Limit of Liability for the SOW Deliverables in Call-Off Schedule 5 (Pricing Details)

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

Not Applicable

Payment method

The Firm Prices agreed under this contract shall become payable on a DeliverablebyDeliverable basis upon acceptance by the Contracting Authority of each Deliverable. The Supplier shall issue an invoice at the end of each calendar month

only for those Charges corresponding to Deliverables accepted by the Contracting Authority in that month.

Invoices will be sent to the Buyer's Invoice Address and submitted to CP&F Via Exostar.

IR35 Determination:



Buyer's invoice address

MOD Corsham, Bldg 405, MoD Corsham, Westwells Road, Corsham, SN13 9NR

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

MOD Corsham, Spur B2, Bldg 405, MoD Corsham, Westwells Road, Corsham, SN13 9NR

Buyer's security policy

Please see Call-Off Schedule 9 (Security)

Supplier's authorised representative

Supplier's contract manager

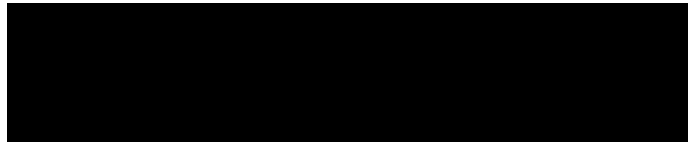
Progress report frequency

See details in Call-Off Schedule (Call-Off Contract Management) **Progress**

meeting frequency

See details in Call-Off Schedule (Call-Off Contract Management)

Key staff

Key subcontractor(s)**Commercially sensitive information**

Methodology and findings from the work are commercially sensitive, Intellectual Property will be as per DEFCON 703 - Mark any copyright work comprising results as Crown-owned copyright including year of generation.

Service credits Not applicable **Additional insurances**

Not applicable **Guarantee**

Not applicable

Buyer's environmental and social value policy

Procurement Policy Note –Taking Account of Social Value in the Award of Central Government Contracts, (September 2020), available at:

[PPN 06 20 Taking Account of Social Value in the Award of Central Government Contracts \(3\) \(publishing.service.gov.uk\)](#)

Social value commitment

The Supplier agrees with the above Procurement Policy Note, in providing the Deliverables and performing its obligations under the Call-Off Contract.

The Quality Standards required for this Call-Off Contract are:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627 • No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
- 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.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff 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:

Annex A - Template Statement of Work

1 Statement of Works (SOW) Details

Upon execution of any SOW, the SOW then forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract. The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

Buyer Requirements – SOW Deliverables**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:**Dependencies:****Supplier Resource Plan:****Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting.

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs]

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

Charges**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- Firm Price

The Total value of this SOW is £[Insert detail].

Rate Cards Applicable:

PS173 Competition Rate Card

Reimbursable Expenses:

[Reimbursable Expenses are capped at £[Insert] [OR] [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

Signatures and Approvals**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier Name:

Title:

Date:

Framework Schedule 6

Call-Off Schedules)

Crown Copyright 2018

Signature:

OFFICIAL-SENSITIVE COMMERCIAL (Order Form Template and

For and on behalf of the Buyer Name:

Title:

Date:

Signature: