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

Order Form

CALL-OFF REFERENCE: **707112450**

THE BUYER: Strategic Command (UKStratCom) part of the

Ministry of Defence (MOD)

BUYER ADDRESS MoD Corsham,

[REDACTED] Westwells Road,

Corsham, Wiltshire, SN13 9NR

THE SUPPLIER: VIMA Group

SUPPLIER ADDRESS: Suite 6B, Whitefriars, Lewins Mead, Bristol,

BS1 2NT

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

02 June 2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

CALL-OFF LOT(S):

Framework: RM6187

Lot 6: Procurement and Supply Chain

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:

- 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 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- 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 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
 - DEFCON 5J 18/11/16 Unique Identifiers
 - DEFCON 76 12/06 Contractors Personnel At Government Establishments
 - DEFCON 129J 18/11/16 The use of the electronic business delivery form
 - DECON 501 10/21 Definitions and Interpretations
 - DEFCON 503 07/21 Formal Amendments to the contract
 - DEFCON 513 07/21 Value Added Tax
 - DEFCON 514 08/15 Material Breach
 - DEFCON 515 06/21 Bankruptcy and Insolvency
 - DEFCON 516 04/12 Equality
 - DEFCON 518 02/17 Transfer ■

DEFCON 520 05/18 -Corrupt

Gifts And Payments Of Commission

- DEFCON 522 11/17 Payment And Recovery OF Sums Due
- DEFCON 526 08/02 Notices
- DEFCON 527 09/97 Waiver
- DEFCON 529 09/97 Law (English)
- DEFCON 531 -11/14 Disclosure Of Information
- DEFCON 532B & DEFFORM 532 05/18 - Protection Of Personal Data
- DEFCON 534 09/21 Sub-Contracting and Prompt Payment
- DEFCON 537 12/21 Rights of Third Parties
- DEFCON 538 06/02 Severability
- DEFCON 539 08/13 Transparency
- DEFCON 540 05/23 Conflict of Interest
- DEFCON 550 02/14 Child Labour and Employment Law
- DEFCON 659A 02/17 Security Measures
- DEFCON 566 10/20 Change of Control of Contractor
- DEFCON 630 02/18 Framework Agreements
- DEFCON 632 11/21 Third Party Intellectual Property Rights and Restrictions
- DEFCON 642 07/21 Progress Meetings
- DEFCON 660 12/15 Official Sensitive Security Requirement
- Call-Off Schedule 18 (Background Checks)
- 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

Special Term 1 – [REDACTED]

Special Term 2 – [REDACTED]

Special Term 3 – [REDACTED]

Call-off start date: 19 June 2023

Call-off expiry date: 18 June 2024

Call-off initial period: Initial Period:

19 June 2023 through to 18 June 2024

Extension Option: 12 Months

19 June 2024 through to 18 June 2025

Call-off deliverables:

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

Security

Short form security requirements apply

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Call-off charges

See details 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

[REDACTED]

Payment method

Via MOD Contract Purchasing and Finance (CP&F)

Buyer's invoice address

[REDACTED]

[REDACTED]

[REDACTED]

DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL

Buyer's authorised representative

[REDACTED]

[REDACTED]

[REDACTED]

MoD Corsham, [REDACTED], Westwells Road, Corsham, Wiltshire, SN13 9NR

Buyer's security policy

As per as per call off schedule 17 (MOD Terms)

Supplier's authorised representative

[REDACTED]

[REDACTED]

Suite 6B, Whitefriars, Lewins Mead,

Bristol.

BS1 2NT

[REDACTED]

Supplier's contract manager

[REDACTED]

[REDACTED]

Progress report frequency

Provide a monthly report of activity and deliverables prior to invoicing, as per Call-Off Schedule 20 – Specification

Progress meeting frequency

Chair and minute a weekly review meeting with Buyer to report on team progress, as per Call-Off Schedule 20 – Specification

Key staff

[REDACTED]

[REDACTED]

[REDACTED]

Key subcontractor(s)

[REDACTED]

[REDACTED]

Framework: RM6187

[REDACTED]

Commercially sensitive information

No.	Date	Item(s)	
			Duration of
			Confidentiality
1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]
	[INEDITOTED]	[REBROTED]	[NEDNOTED]
5			
	[REDACTED]	[REDACTED]	[REDACTED]

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Buyer's environmental and social value policy

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)]

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: [REDACTED]

Framework: RM6187

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Framework: RM6187

Annex A –[REDACTED]