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

# Order Form

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| --- | --- |
| **Call-Off Reference:** | 14383 (unique integer reference number at the end of the opportunities’ URL on the Digital Marketplace);  |
| **Call-Off Title:** | 701329375 – Provision of DLMC Design Partner |
| **Call-Off Contract Description:** | The customer is looking for a Design Partner to provide a suitably SQEP team to undertake discovery and Alpha activities to identify evidence and establish confidence in the recommended solutions they identify. The Partners outputs will help inform business case(s) seeking approval for the development phase(s).Cyber-Risk-Assessment-Reference is RAR-VZTB2N9N (Low) |
|  |  |
| **The Buyer:** | Army Commercial (D Info) |
| **Buyer Address:** | Army HQ, IDL 1, Blenheim Bldg, Monxton Road, Andover, Hampshire, SP11 8HJ |
|  |  |
| **The Supplier:** | Deloitte LLP |
| **Supplier Address:** | 1 New Street Square, London EC4A 3PA |
| **Registration Number:** | 364807771 |
| **DUNS Number:**  | 364807771 |
| **SID4GOV ID:** |  |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 26 May 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 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:**
	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)

Joint Schedule 8 (Guarantee) – **N/A**

Joint Schedule 9 (Blank) **– N/A**

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data) RM1043.7

Joint Schedule 12 (Supply Chain Visibility)

* 1. **Call-Off Schedules for 701329375 (DInfoCom/0159)**

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) – **N/A**

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)

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)

Call-Off Schedule 27 (Statement Relating to Good Standing)

1. **CCS Core Terms (version 3.0.9)**
2. **Joint Schedule 5 (Corporate Social Responsibility) RM1043.7**
3. **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**

The following Special Terms are incorporated into this Call-Off Contract:

1. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
2. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
3. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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| --- | --- |
| **CALL-OFF START DATE:** | 28 June 2021 |
| **CALL-OFF EXPIRY DATE:**  | 27 June 2023 |
| **Call-Off Initial Period:** | 2-years |
| **Call-Off Optional Extension Period:** | 6-months (27 December 2023) |
| **Minimum Notice Period for Extensions:** | 4-weeks |
| **Call-Off Contract Value:** | £REDACTED (Ex VAT)£REDACTED (Ex VAT) – Option Period (Currently Unfunded) |

**CALL-OFF DELIVERABLES**

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

**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:

All relevant MOD JSPs

**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 £REDACTED (Ex VAT).

**Call-Off Charges**

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

Capped Time and Materials (CTM)

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 Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details & Expenses Policy)

**Payment Method**

Monthly in arrears through Contracting, Purchasing & Finance (CP&F) tool

**BUYER’S INVOICE ADDRESS:**

Kim Hodson

DLMC Deputy Programme Manager

Kim.hodson512@mod.gov.uk

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

**Buyer’s Authorised Representative**

Toni Prince MCIPS

Army Commercial (D Info Commercial Team Leader)

toni.prince177@mod.gov.uk

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines,

Monxton Road, Andover, Hampshire, SP11 8HJ.

**Buyer’s Environmental Policy**

JSP 604

**Buyer’s Security Policy**

JSP 440

**Supplier’s Authorised Representative**

Anthony John Reeves

Partner

Treeves@deloitte.co.uk

1 New Street Square, London EC4A 3HQ

**Supplier’s Contract Manager**

Alex Winchester

Senior Manager

Amwinchester@deloitte.co.uk

1 New Street Square, London, EC4A 3HQ

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter]

Key Staff

Alex Winchester

Project Manager

amwinchester@deloitte.co.uk

1 New Street Square, London, EC4A 3HQ

**Key Subcontractor(s)**

Capgemini - Forge End Surrey, Woking, GU216DB

**Commercially Sensitive Information**

Pricing and Technical Solution

Team Deliverables as it relates to days of effort

**Balanced Scorecard**

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

**Material KPIs**

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

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**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.

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| --- | --- |
| For and on behalf of the Supplier: | For and on behalf of the Buyer: |
| Signature: | REDACTED | **Signature:** | REDACTED |
| Name: | Anthony John Reeves | **Name:** | Toni Prince MCIPS |
| Role: | Partner | **Role:** | Army DInfo Commercial SCO |
| Date: | 01 June 2021 | **Date:** | 02 June 2021 |

**Order Form Appendix 1**

The Buyer and Supplier shall complete and execute the Monthly Statement of Works (in the form of the template Statement of Work in Annex 1 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 – Monthly Statement of Work Template**

**Key Performance Indicators**

|  |  |
| --- | --- |
| **1**  | **2**  |
| **3**  | **4**  |

 **Service xxx – Date from.............Date to...........**

**Deliverables**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|    |    |    |    | 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**  |     |

**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:**  |   |