# **Attachment 5- Order Form**

THE BUYER: Ministry of Defence

BUYER ADDRESS PJHQ, Sandy Lane, NORTHWOOD, Middlesex,

HA6 3HP

THE SUPPLIER: Worldwide Language Resources Limited

SUPPLIER ADDRESS: 25 High Street,

High Wycombe

Bucks HP11 2AG

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 26/03/24.

It's issued under the Framework Contract with the reference number RM6141 for the Provision of LINGUISTIC SERVICES FOR UK MOD GLOBAL OPERATIONS

CALL-OFF LOT(S):

Not applicable

## 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. Call-Off Schedule 17 (MOD Terms)
- 2. Call-Off Schedule 20 (Specification)
- 3. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 4. Joint Schedule 1(Definitions and Interpretation) RM6141
- 5. The following Schedules in equal order of precedence:

Framework Ref: RM6141 OFFICIAL

Project Version: v1.0

1

### **Attachment 5 Order Form**

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- Joint Schedules for RM6141 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 707988451
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff) Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management)

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- 6. CCS Core Terms (version 3.0.8)
- 7. Joint Schedule 5 (Corporate Social Responsibility) RM6141

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 special terms below shall apply:

### 1. Amendments to Contract

1.1 All amendments to the Contract shall be made in line with Schedule 2 (Variation Form) and Clause 24 (Changing the contract) in the Core and can only be authorised by the Buyer's Commercial Branch whose details can be found at DEFFORM 111.

## 2. Government Furnish Assets (GFA)

- The Supplier shall be responsible for accounting for any GFA issued during this 2.1 Contract.
- 2.2 The Supplier shall keep a written log of all GFA supplied to LRWs and shall be responsible for returning that GFA to the DOR in the location from which the GFA was issued once a task has been completed or the contract ends.

## 3. Key Performance Management

The Supplier's shall submit a monthly KPI report in accordance with Attachment 3 (Statement of Requirement) section 7.4. Performance indicators (in accordance with Attachment 3 (Statement of Requirement) and shall be monitored monthly, and measured quarterly, using the agreed Key Performance Indicators (in accordance with, Attachment 3 (Statement of Requirement) section 10.

Framework Ref: RM6141 Project Version: v1.0

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- 3.2 The Supplier's performance shall be measured against:
  - 3.2.1 Operational Performance elements of the Contract that provide the linguistic services (Prepare, Deploy, Protect, Manage and Mobilise) in accordance with Attachment 3 (Statement or Requirement) Work Package One CONDO Requirement (serials 5.1.1 through to 5.1.8 inclusive) and Attachment 3 Appendix 2 Task Order Form.
  - 3.2.2 Management Performance elements of the Contract that provide the support activities (Monthly Reporting & REDACTED) in accordance with Attachment 3 (Statement of Requirement) Work Packages Two General Requirements, REDACTED and Work Package Four Transition and Exit (serials 5.1.9 through to 5.1.20 inclusive) and Attachment 3 REDACTED
    - 3.3 Performance Scoring
    - 3.3.1 Performance shall be based on the achievement across all tasks for the measurement period.

KPI	KPI Score	
Outcome		
	90-100%	
	Below 90%	
	Below 90%	
Table 1		

## 3.4 Service Restoration Process

- 3.4.1 Where the Supplier's performance has been assessed below GREEN against Operational performance tasks in Attachment 3 (Statement of Requirement) the Supplier shall submit a Rectification Plan in accordance with Joint Schedule 10 (Rectification Plan) to the Authority's PCM for review at the monthly meeting directly following the period in which the KPI was assessed.
  - 3.4.1.1 The Rectification Plan shall be discussed and agreed as part of the monthly meeting immediately following its submission.
  - 3.4.1.2 Both parties agree to work collaboratively to address any concerns related to the KPI being measured, and the actions stated within the Rectification Plan.
  - 3.4.1.3 Where agreement cannot be reached at the monthly meeting, both parties shall agree a date and time for another meeting, the sole purpose of which is to agree the Rectification Plan actions.

Framework Ref: RM6141

**OFFICIAL** 

Project Version: v1.0

3

3.4.1.4 The attendees at the above meeting shall be REDACTED

3.4.2 REDACTED

#### 3.4.3 REDACTED

Travel and Subsistence (T&S)

- 4.1. For planning purposes, meals purchased during a shift can be claimed up to the over 12 hours rate.
- 4.2. The T&S ceilings including Motor Mileage Allowance, Hotel Rates and day subsistence allowance shall be within REDACTED
- 4.3. Alcohol consumption cannot be claimed within any element of subsistence. Alcohol may be selected if it is provided free, as part of a meal deal.
- 4.4. The costs of actual expenditure can be claimed up to the rates set out above, supported by receipts.
- 4.5. The Supplier should ensure that your choice of transport: train, hire car, or if you so choose private vehicle, is made on the basis of overall value for money.
- 4.6. Motor Transport
  - 4.6.1. To use a personal vehicle, you must have the appropriate business use insurance cover.
- 4.7. Rail Transport
  - 4.7.1. Standard Class must be selected, unless there are exceptional circumstances, including, for example:
    - 4.7.1.1. On disability/medical grounds;
    - If travelling single occupancy on a sleeper; 4.7.1.2.
- 4.8. Travel by Air
  - 4.8.1. Economy class must be selected for all air travel. The Supplier should seek to obtain the most economical airline ticket.
  - 4.8.2. For an international flight over 4 hours, there may be exceptional cases for which Premium Economy such as:

Framework Ref: RM6141

**OFFICIAL** 

Project Version: v1.0

4

## **Attachment 5 Order Form**

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- 4.8.2.1. Staff required to work throughout flight;
- 4.8.2.2. On disability/medical grounds;

#### 4.9. Hotel Rates

4.9.1. When presented with the list of available hotels, taking account of other factors such as T&S costs, the Supplier should choose the hotel offering the best value for money and select the cheapest suitable room on offer. Exceptional circumstances for considering an excess may include it being the only available hotel in the area, concerns as a lone traveller, etc.

## 4.10. Receipts

- 4.10.1. When claiming the reimbursement of actual costs you must be able to support the claim with valid receipts. For example, a claim for a meal or snack should be supported by the receipted bill. (It is recognised that where two or more staff have taken a meal together there will only be one original receipt and the remaining staff will only have copies. This is acceptable.) Similarly, claims for taxi or public transport fares, car parks etc. should be supported by a receipt.
- 4.10.2. The Supplier must ask for a receipt where one is not automatically offered. However, it is acknowledged that it may not always be possible to obtain a receipt, and occasions may arise where a receipt has been lost. The absence of a receipt does not stop a claim for the expense, although the claim should be annotated accordingly with an explanation and description of the expense, for the Authority to review upon submission of the invoice.

CALL-OFF START DATE: 05/04/24

CALL-OFF EXPIRY DATE: 04/04/28

CALL-OFF INITIAL PERIOD: 4 Years

## CALL-OFF DELIVERABLES

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

## MAXIMUM LIABILITY

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

Framework Ref: RM6141 OFFICIAL

Project Version: v1.0

#### **Attachment 5 Order Form**

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is REDACTED

## **CALL-OFF CHARGES**

REDACTED

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Payment shall be made in accordance with the Contracting, Purchasing and Finance (CP&F) tool, in accordance with Attachment 3 (Statement of Requirement).

## **BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

### **BUYER'S SECURITY POLICY**

In accordance with Framework Schedule 9 (Cyber Essentials) and Call-Off Schedule 9 (Security).

### SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

## SUPPLIER'S CONTRACT MANAGER

**REDACTED** 

### MONTHLY REPORT FREQUENCY

In accordance with the Attachment 3 - Statement of Requirement.

## MONTHLY MEETING FREQUENCY

In accordance with Attachment 3 - Statement of Requirement.

### **KEY STAFF**

REDACTED

## KEY SUBCONTRACTOR(S)

Allied International Risk Limited

Thoughts Interpreting

### COMMERCIALLY SENSITIVE INFORMATION

6

**REDACTED** 

## **SERVICE CREDITS**

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Framework Ref: RM6141

Project Version: v1.0

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### **Attachment 5 Order Form**

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## 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 stated within Attachment 3 (Statement of Requirement) – KPI 5 agreed at Contract Award.

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

Framework Ref: RM6141 Project Version: v1.0

7