

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

Order Form

CALL-OFF REFERENCE:	DF181
THE BUYER:	the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland
BUYER ADDRESS	Defence Digital Foundry, Spur B2, Bldg 405, MoD Corsham, Wiltshire, SN13 9NR
THE SUPPLIER:	i3Works
SUPPLIER ADDRESS:	33 Kitch Street, East Kilbride, Glasgow, G74 4JW, United Kingdom
REGISTRATION NUMBER:	SC477423
DUNS NUMBER:	220123885
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 June 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy (MCF3).

CALL-OFF LOT(S): 1 (Business)

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:

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:

i) 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 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

ii) Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) - Part A (Short Form Security Requirements)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

iii) CCS Core Terms;

iv) Joint Schedule 5 (Corporate Social Responsibility); and

v) 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

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

Special Term 1 – Expenses

- a) The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is:
- i) specified in this Contract or
 - ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Special Term 2 – Options

N/A

Special Term 3 – Cyber

- a) Further to DEFCON 658 the Cyber Risk Profile of the Call-Off Contract is
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as defined in Def Stan 05-138.
- b) The Supplier shall provide a valid Cyber Essential Plus certificate.

Special Term 4 – IR35

- a) It has been determined that as the resource pays PAYE and National Insurance on their earnings an IR35 assessment is not required.

Special Term 5 – DEFFORM 711 (Notification of IPR Restrictions)

N/A

Special Term 6 – Supplier Intellectual Property

N/A.

Special Term 7 – Assumptions

The following assumptions are considered Special Terms for the purpose of this Order Form:

- a) Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier's independence. Supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services.
- b) If the scope of the Services, assumptions, dependencies, and/or Buyer responsibilities prove to be inaccurate, the Parties will address this as a Variation.
- c) The Deliverables are for Buyer's exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them.
- d) The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:
 - a. Includes any technical vulnerability or penetration testing of the Supplier's system.
 - b. May potentially breach Supplier's client confidentiality obligations.
 - c. Is outside the scope of services provided to the Buyer under the Call-Off Contract.

Call-off start date: 1st July 2024

Call-off expiry date: 30th September 2024

Call-off initial period: 3 Months

Call-off deliverables: The provision of expert external support /resource (subject matter expert) for the Defence Digital Transformation Portfolio Office.

Call-Off Contract value: **Total Limit of Liability Contract Value: £54,450.00 (ex VAT) T&M**

Call-Off Optional Extension Period

There are no extension provisions included within this contract.

Security

Short form security requirements apply.

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Maximum liability

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

Call-off charges

	Day Rate	Max Days	FTE	Total
Transformation role	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information
Total Contractual Limit of Liability (£ ex VAT) (T&M)				Redacted Under FOIA Section 40, Personal Information

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 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

Payments shall be made monthly in arrears.

The Supplier shall issue electronic invoices and the Authority will pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

All invoices must include the Contract reference number and title, along with details of progress against Task(s) and the number of days expended on each Task in the month.

Any claims for additional expenses must be supported by evidence of the Authority's prior approval and valid receipts.

Invoices should be submitted to:

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and electronically on Exostar (see [Guidance for Suppliers](#)).

Buyer's invoice address

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Financial Transparency Objectives

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Buyer's security policy

Detailed in the enclosed Security Aspects letter and appended at Call-Off Schedule 9.

Supplier's authorised representative

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Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Progress report frequency

The Supplier shall provide the Authority with a highlight report, in a format to be agreed with the Authority, every month.

Progress meeting frequency

The Supplier shall present each highlight report to the Authority, at a progress meeting, every 2 weeks.

Key staff

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Redacted Under FOIA Section 40, Personal Information

Key subcontractor(s)

Not applicable.

Commercially sensitive information

Not applicable.

Service credits

Not applicable.

Additional insurances

Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

Available online at [i3NetZero: Shaping Resilient Futures \(i3works.co.uk\)](https://i3works.co.uk/i3NetZero:ShapingResilientFutures)

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 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 Under FOIA Section 40, Personal Information]

Name: [Redacted Under FOIA Section 40, Personal Information]

Role: [Redacted Under FOIA Section 40, Personal Information]

Date: [Redacted Under FOIA Section 40, Personal Information]

For and on behalf of the Buyer:

Signature: [Redacted Under FOIA Section 40, Personal Information]

Name: [Redacted Under FOIA Section 40, Personal Information]

Role: [Redacted Under FOIA Section 40, Personal Information]

Date: [Redacted Under FOIA Section 40, Personal Information]