

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

Order Form

CALL-OFF REFERENCE: 711599450

CALL-OFF TITLE: Disposition Management System (DMS) Support Services

CALL-OFF CONTRACT DESCRIPTION:

The Defence Equipment Sales Authority ("DESA") have recently rolled out a new Salesforce-based system for managing disposal activity and are looking to engage with a supplier who can mobilise a team of digital specialists with the requisite experience and technical expertise, to enable DESA and its staff to unlock value from the platform and deliver against their objectives.

In addition, due to the fast-paced and waterfall-led implementation that completed in September 2023, DESA is unsure of whether the current platform meets their original requirements. DESA are looking for a supplier to independently assess the Salesforce implementation and provide assurance services to ensure the design is both fit for purpose and in line with expectations.

THE BUYER: Defence Equipment Sales Authority

BUYER ADDRESS Bldg C16, C Site, MoD Bicester, Bicester OX25 1NY

THE SUPPLIER: Tecknuovo Ltd

SUPPLIER ADDRESS: Chancery House, Chancery Ln, London WC2A 1QS

REGISTRATION NUMBER: 9611416

DUNS NUMBER: 220904500

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04 April 2024.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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 2

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - For avoidance of doubt, highlighted elements of the Variation Form enclosed shall be updated at the time of carrying out the Variation.
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - For avoidance of doubt, highlighted elements of the Rectification Plan enclosed shall be updated at the time of carrying out the Rectification.
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries) – NOT USED
 - Call-Off Schedule 7 (Key Supplier Staff)
 - For avoidance of doubt, there are no additional requirements to outline

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within Call-Off Schedule 7 at Call-Off Contract commencement.

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing) – NOT USED
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
 - For avoidance of doubt, the Call-Off Specification the Supplier is required to adhere to is the Statement of Work, found within Annex 1 of this Framework Schedule 6 – Order Form.

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

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

Applicable MOD Terms as per Call-Off Schedule 17 are incorporated into this Call-Off Contract.

CALL-OFF START DATE	8th April 2024
CALL-OFF EXPIRY DATE	7th April 2025
CALL-OFF INITIAL PERIOD	1 year
CALL-OFF OPTIONAL EXTENSION PERIOD	Up to 12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S)	1 month
CALL-OFF CONTRACT VALUE	REDACTED
KEY SUB-CONTRACT PRICE	Not applicable

CALL-OFF DELIVERABLES

Deliverables are specified in the Statement of Work (Annex 1).

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 set out in Framework Schedule 1 (Specification). Any applicable Standards are outlined in the Statement of Work of this Order Form and associated Call-Off Schedules.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (CyberEssentials 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. As per RM6263 Core terms, each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED** in the first 12 Months of the Contract.

CALL-OFF CHARGES

REDACTED

REIMBURSABLE EXPENSES

NONE – For avoidance of doubt, reimbursable expenses are not applicable to this Call-Off Contract. All Supplier expenses are absorbed within the agreed fixed price identified under Call-Off Charges (also see Call-Off Schedule 5 for further details).

PAYMENT METHOD

Payments to the Supplier shall be affected in accordance with DEFCON 522 – Payment & Recovery of Sums Due. For avoidance of doubt, this is a Special Term that is further detailed in Call-Off Schedule 17 (MOD Terms).

BUYER'S INVOICE ADDRESS:

DESA
C16, C Site
MOD Bicester
Arcott
Ploughly Road
Bicester
OX25 2LD
EMAIL REDACTED

BUYER'S AUTHORISED REPRESENTATIVES

NAME REDACTED

DESA
C16, C Site
MOD Bicester
Arcott
Ploughly Road
Bicester
OX25 2LD
EMAIL REDACTED

NAME REDACTED

DESA
C16, C Site
MOD Bicester
Arcott
Ploughly Road
Bicester
OX25 2LD
EMAIL REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not used

BUYER'S SECURITY POLICY

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As well as adherence to general security provisions outlined in Call Off Schedule 9 – Security, the Supplier is required to adhere to DEFCON 569A – Security Measures. For avoidance of doubt, this is a Special Term that is further detailed in Call-Off Schedule 17 (MOD Terms).

SUPPLIER'S AUTHORISED REPRESENTATIVE

CONTACT DETAILS
REDACTED

SUPPLIER'S CONTRACT MANAGER

CONTACT DETAILS REDACTED

PROGRESS REPORT FREQUENCY

Reports shall be provided in accordance with the Statement of Work and table below. In addition, following completion of each time-bound sprint, lasting 2 weeks, the Supplier shall ensure delivery of the following deliverables: DMS Assurance Report; DMS Product Backlog; Implement Required DMS Changes; and DMS Roadmap. These are further outlined in the Statement of Work.

Report	Content	Frequency
Week 1-4 Performance Report – Mobilisation and Discovery	Report outlining progress achieved during Weeks 1-4 (Mobilisation and Discovery phase), confirming that backlog of user stories, tasks, and features, as well as a clear 'definition of done' for each of the core deliverables has been actioned and agreed upon.	Once - within 3 working days of completion of Week 4.
Performance Management - Deliverables/Cost/Value delivered report	Report covering progress made during previous 2-week sprints, including successful delivery against agreed backlog; costs incurred any value added during the relevant timeframe.	Every 4 weeks (20 working days) from commencement of the 5 th week. The report shall be provided within 3 working days of the commencement of weeks 9; 13; 17 and every 4-week interval thereafter.
Budget Burndown Report	A report detailing costs incurred by the Authority against the Call-Off Contract and spend churn rate against previous 4-week period(s).	The report shall be provided within 3 working days of the commencement of weeks 5; 9; 13 and every 4-week interval thereafter.
Supplier Invoice	The Supplier shall invoice the Buyer.	Monthly.
Continuous Improvement Plan	The Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract	In the event the Call-Off Contract is extended by a further 12 months, the Supplier shall provide a Continuous Improvement Plan on request by the Buyer.

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	Year for the Buyer's Approval.	
Business Continuity and Disaster Recovery Plan	Detailing the processes and arrangements that the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and the recovery of the Deliverables in the event of a Disaster. The requirements are fully outlined in Call-Off Schedule 8.	Within 90 working days after the Call-Off Contract Start Date.
Security Management Plan	The Supplier shall develop and maintain a Security Management Plan in accordance with Call-Off Schedule 9. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.	Within 20 working days of the Call-Off Contract Start Date.
Exit Plan	The Supplier shall deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Call-Off Schedule 10.	Within three (3) Months of the Call-Off Contract Start Date.
Rectification Plan	Where there is a default, the Supplier is required to complete a Rectification Plan as per the draft format in Call-Off Joint Schedule 10	Within 10 working days of the Supplier receiving request from the Buyer.
Transparency Reports (Draft Version provided upon completion of first quarter)	The Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Call-off Schedule 1. For avoidance of doubt, this shall be in the form of the KPI Data Report provided to the Authority each quarter, as per DEFFORM 539B.	Within three (3) Months of the Call-Off Contract Start Date.
Transparency Reports (each quarter thereafter)		The Supplier shall provide Transparency Reports for each quarter following the Buyer's approval of the Draft Transparency Report.

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	<p>The Buyer's rating thresholds are as follows:</p> <p>Good: > 95%</p> <p>Approaching Target: 90.00-94.99%</p> <p>Requires Improvement: 85.00-89.99%</p> <p>Inadequate: <84.99%</p> <p>Thereafter, the Supplier shall provide an accurate and up-to-date version of the KPI Data Report to the Authority.</p>	
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PROGRESS MEETING FREQUENCY

Progress meetings shall be held in accordance with the Statement of Work, although it is expected that these shall take place regularly prior to the commencement of each time-bound 2-week sprint.

KEY STAFF

In addition to the Supplier's Authorised Representative, Contract Manager and Portfolio Manager, the Supplier shall provide the following resource for the duration of the Call-Off Contract, which may be varied only on request by the Buyer and subsequent approval being granted:

- **NAME AND JOB TITLE REDACTED**

KEY SUBCONTRACTOR(S)

Not used

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Commercially Sensitive Information is identified at Joint Schedule 4.

MATERIAL KPIs

KPI	Description	Target	Reporting Frequency
1. Provision of Reports	Provision of necessary reports outlined in this Framework Schedule 6 – Order Form	Minimum 80% of reports provided on time for the first quarter of the first Call-Off Contract year, and 90% thereafter.	Each Quarter. For avoidance of doubt, there are approximately 11 reports due in the First Quarter.
2. Supplier responsiveness	Supplier response deadline to each Buyer enquiry	<p>95-100% of Buyer enquiries responded to on-time by the Supplier's designated Authorised Representative and Contract Manager.</p> <p>Urgent enquiries – same working day, provided Supplier is notified before 2pm. The Buyer shall ensure</p>	Every 4 weeks

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		<p>such enquiries are marked as "URGENT".</p> <p>Non-urgent – within 2 working days.</p> <p>This shall ensure efficient Supplier performance during each 2-week sprint.</p>	
3. Backlog reduction rate	Ability of Supplier to clear backlog during each 2-week sprint	95-100% of "Must" tasks delivered (drawn from minimum and stretch delivery targets for every 2-week period, and determined by DESA Product Owner) and marked as complete for each 2-week sprint.	Every 4 weeks

SERVICE CREDITS

Not Used

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not used

SOCIAL VALUE COMMITMENT

Not used

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.

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

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Appendix 1

Annex 1 (Statement of Work) - REDACTED