

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

Order Form

CALL-OFF REFERENCE: itt_40877

THE BUYER: HM Treasury

BUYER ADDRESS 1 Horse Guards Road, London SW1A 2HQ

THE SUPPLIER: Bulien LLP

SUPPLIER ADDRESS: The Core, Bath Lane, Newcastle Helix, Tyne & Wear, NE4 5TF

CO. REGISTRATION NUMBER: OC426439

DUNS NUMBER: 224919516

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th of November.

It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S):

Lot 2: Commercial off-the-shelf (COTS) Software

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 and Interpretation) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for itt_40877

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for itt_40877

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6195
7. 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

None

CALL-OFF START DATE: 6th November 2023

CALL-OFF EXPIRY DATE: 5th November 2024

CALL-OFF INITIAL PERIOD: 12 months (subject to successful completion of proof-of-concept phase)

**CALL-OFF OPTIONAL :
EXTENSION PERIOD** 12 months

CALL-OFF DELIVERABLES

Appended at Schedule 20.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£335,000 (excluding VAT)**

CALL-OFF CHARGES

[Redacted]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices should be submitted to the below address at the end of each calendar month for work completed in that month.

- The Authority will raise a purchase order for the maximum value of the contract. The supplier will invoice for each element of the requirement against the purchase order numbers.
- Payment can only be made following satisfactory delivery of pre-agreed work.

BUYER'S INVOICE ADDRESS:

Accounts Payable
HM Treasury
Rosebery Court, St Andrew's Business Park, Norwich, NR7 0HS

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

HM Treasury, 1 Horse Guards Road, London SW1A 2HQ

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (Security). Short form Security will apply as per standard processes, however where the project requires, the long form may be used.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne, NE4 5TF

SUPPLIER'S CONTRACT MANAGER

[Redacted]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne, NE4 5TF

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

[Redacted]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne, NE4 5TF
Technical Lead

[Redacted]

The Core, Newcastle Helix, Bath Lane, Newcastle upon Tyne, NE4 5TF
Primary delivery consultant

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

KPI's to be agreed via Call-Off Schedule 14 (Service Levels) following completion of proof-of-concept phase.

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)]

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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