

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

CALL-OFF REFERENCE:	CH - 0655
CALL-OFF TITLE:	DDAT Delivery Partner
CALL-OFF CONTRACT DESCRIPTION:	DDaT Delivery Partner to provide skills and capability in the form of digital delivery teams, to help deliver the transformation programme and new legislative requirements in the DDaT space
THE BUYER:	The Department of Business and Trade
BUYER ADDRESS	Companies House, Cardiff, CF14 3UZ
THE SUPPLIER:	Version 1 Solutions Limited
SUPPLIER ADDRESS:	Grosvenor House, Prospect Hill, Redditch, Worcestershire, B97 4DL
REGISTRATION NUMBER:	03438874
DUNS NUMBER:	53-634-0334
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th September 2023.

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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 1: Digital Programmes 2.2 Digital Programmes will provide Supplier Staff to deliver strategic objectives through group(s) of projects that involve research, test, design, build, release, iteration, support and/or retirement of digital services, outcomes and deliverables.

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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - 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)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - 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)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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

The following Special Terms are incorporated into this Call-Off Contract: None

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CALL-OFF START DATE:	9 th October 2023
CALL-OFF EXPIRY DATE:	8 th October 2027
CALL-OFF INITIAL PERIOD:	4 years
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 months
CALL-OFF CONTRACT VALUE:	up to £45 million

CALL-OFF DELIVERABLES

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: N/A

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £7-9 million Estimated Charges in the first 12 Months of the Contract.

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):

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

RATECARD REVIEW

Pursuant to clause 1.2.2 of Framework Schedule 3 (Framework Prices) and as set out in the tender documents, the following shall be incorporated into this Call-Off Contract:

Rate Card

7.1. On the first anniversary of the Contract Award, Buyer may review the rate cards, this is due to the current economic climate. The Supplier will be asked to submit revised rates, Buyer will then review the rates against the current market rates for each of the roles. The revised rate cannot exceed the maximum rate cards within the DSP Framework which is due to be revised and in place for April 2024.

7.2. The Supplier shall give the Buyer at least three (3) months' notice in writing prior to a Review Date where it wants to request a review. If the Supplier does not give notice in time, there will be no review.

7.2.1. Any notice requesting an increase shall include:

- a list of the Framework Prices to be reviewed;
- for each Framework Price under review, written evidence of the justification for the requested increase including:
 - a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - details of the movement in the different identified cost components of the relevant Framework Price;
 - reasons for the movement in the different identified cost components of the relevant Framework Price;
 - evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.

7.3. Companies House will run an independent Benchmarking and ensure it is conducted in line

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with the terms set out in Call off Schedule 16.

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

Invoicing schedule is monthly. For the avoidance of doubt, the Payment Method is subject to change based on the Charging Method as agreed by the Parties in any applicable SOW.

Invoices to include the purchase order number, the SOW reference and title; and to support sign off/project accounting and accounting disclosures the work completed should be broken down by person, daily rate, units worked and amount and period worked (eg. 01 Mar XX to 31 Mar XX).

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER'S INVOICE ADDRESS:

Companies House (Accounts Payable)
Crown Way
Cardiff
CF14 3UZ
United Kingdom

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BUYER'S AUTHORISED REPRESENTATIVE



Companies House, Cardiff, CF14 3UZ

BUYER'S ENVIRONMENTAL POLICY

Companies House: Environmental Policy

Companies House is an Executive Agency within BEIS (Department for Business, Energy & Industrial Strategy). It has three main functions:

- The incorporation, re-registration and dissolving of companies.
- The registration of documents that must be filed under the requirements of the Companies Act;
- The provision of company information to the public.

Companies House recognises the need for business to operate in a more sustainable fashion, addressing economic, social and environmental considerations. It is the Agency's aim to operate in a sustainable way so that these considerations become an integral and fundamental part of its business operations.

Companies House is aware that its day to day operations impact on the natural environment. These impacts are to be addressed through the implementation of the internationally recognised environmental management system ISO 14001:2015. The scope of the environmental management system covers all activities and services at Crown Way, Cardiff.

All significant environmental impacts of the Agency's operations will be assessed, and objectives and targets will be set and reviewed, to promote the continual improvement of our environmental performance.

Companies House will:

- Protect the environment and ensure that this policy is communicated and implemented at all levels within the workforce.
- Take all reasonable steps to ensure that any incidence of pollution is prevented, and the protection of the natural environment is safeguarded.
- At a minimum, comply with all compliance obligations.
- Provide appropriate resources and the necessary training for staff, to ensure that they are able to fulfil the commitment given in this policy.
- Minimise energy, water and material use, and the generation of waste from all of the Agency's operations.
- Promote active involvement in supporting the local community and the improvement of our local environment.

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This policy document is available on request to any interested external parties.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Frequency	Artefact	Meeting
Fortnightly	Resourcing Report	Resourcing review - online
Monthly	Service Level Targets/KPIs/Dashboards	Service Review – online or in person
Monthly	Monthly Contract and Commercial Review pack	Commercial/Contract Review - online
Quarterly	QBR pack	Quarterly Business Review – in person

PROGRESS MEETING FREQUENCY

Fortnightly sprint reviews, Monthly supplier meetings in the first week of every month, Quarterly supplier balanced scorecard review, Annual Quarterly on the first Working Day of each quarter, annual Exec sponsor meeting.

KEY STAFF

N/A

WORKER ENGAGEMENT STATUS

Where the Buyer has assessed its requirement and it is for Resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work

KEY SUBCONTRACTOR(S)

N/A

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COMMERCIALLY SENSITIVE INFORMATION

All pricing information – namely Attachment-4_RM6263-DSP-Pricing-Schedule-Version1 as submitted the Supplier's tender submission

All proprietary methodologies as described in the Supplier's tender submission

BALANCED SCORECARD

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

MATERIAL KPIS

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
Value for money	Good	Progress made to improve contract value during this period eg, cost reduction, efficiency improvements, risk reduction, process improvement, benefits realisation.
Cost Management	Good	SOW's are being fulfilled at the agreed burn rate and not exceeding the expected pricing approach.
Cost transparency/Payment	Good	Invoices are being raised in a timely and accurate manner, correct details provided, invoices are required to be submitted by the end of the first working week for the previous month, supported with relevant supporting evidence alignment to deliverable. Monthly reports sharing financial summary are produced ahead of monthly meetings.
Quality of delivery mechanisms	Good	To review quality of delivered products & services e.g. proactive defect management, adhering to technical standards, following CH processes. Weekly People meetings are effective and used to identify issues and resolve efficiently.
Quality of People	Good	Has Supplier successfully identified and placed key people in order to meet the planned

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		deliverables and contractual obligations? Does Partner pro-actively manage their people. All people delivering services for the contract are performing to the expected standard for the skill-set supplied and/or facilities are to the expected standard?
Quality of Capability	Good	Effective methods for building capability are used across the SOW's, supported with evidence of capability improvement. Clear process for transferring knowledge to permanent staff is in place, where appropriate
Issue and relationship management	Good	Ownership taken of problem areas, timely, smoothly and efficiently? Is Partner proactive in identifying issues early and resolving in a timely fashion, addressing any deficits?
Partnering Behaviours and Added Value	Good	<i>Ensure</i> a positive collaborative working relationship is being promoted within and across team by acting in a transparent manner; sharing wider business information and providing updates on key decisions?
Collaboration across teams and in a multi-vendor environment.	Good	Demonstrates effective collaboration with multiple organisational stakeholders/ teams and multiple vendor personnel in order to achieve successful outcomes for both the organisation and users. Proactive communication across partners, transparency in identifying and managing dependencies and outcomes with a view to implementing solutions rather than assigning blame.
Service Management	Good	Monthly reports sharing financial summary are produced ahead of monthly meetings. Contract reviews are in place, changes control notes completed, management reports provided, performance measurement, joint risk register and relationship

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		management processes in place?
Governance & communication	Good	Frequency / type of meetings, appropriate representation, prompt completion of actions, open and honest dialogue, availability of personnel, active participation, clarity, usefulness, quality and accuracy of information presented
Improvements & innovations	Good	Evidence of ongoing improvement and innovations - service / product developments specific actions, new initiatives & innovations, right level/degree of focus, quality/practicality of proposals

Scoring Guidance

There are 3 elements in each section above, each element is scored 0 to 5 giving a possible total of 15 per quadrant and 60 overall.

- 5 Excellent:** Well above contractual requirements and very high level of satisfaction.
(NB there should be no automatic assumption that all suppliers will / should achieve this)
- 4 Good:** Meets all contractual requirements and satisfaction in line with full expectation.
- 3 Satisfactory :** Meeting basic contractual requirements and satisfaction in line with reasonable expectations.
- 2 Satisfactory with some weaknesses:** Contractual requirements being met with limited expectations or satisfaction below reasonable expectations.
- 1 Poor:** Important contractual requirements not being met with limited expectations or satisfaction well below reasonable expectations.
- 0 Unacceptable:** Widespread failure to meet contractual requirements and performance requiring significant intervention.

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)
N/A

[REDACTED]

[REDACTED]

[REDACTED]

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-

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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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<div></div>		For and on behalf of the Buyer:	
<div></div>	<div></div>	<div></div>	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div>
Date:	<div></div>	Date:	<div></div>

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