Framework Schedule 6 (Order Form, SOW Template andCall-Off Schedules)

# Order Form

CALL-OFF REFERENCE: Project\_26519

CALL-OFF TITLE: Work Manager Delivery Package 1 CALL-OFF CONTRACT

DESCRIPTION: Augmented resources to support delivery of Work Manager

Delivery Package 1.

THE BUYER: The Department for Work and Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Version 1 Solutions Ltd

SUPPLIER ADDRESS: Suite 3 D&E, Third Floor, 31 Temple Street, Birmingham, B2 5DB

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 20th September 2024, date of issue.

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

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(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 – Digital Specialists

## 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)
		+ Joint Schedule 3 (Insurance Requirements)
		+ Joint Schedule 4 (Commercially Sensitive Information)
		+ Joint Schedule 6 (Key Subcontractors)
		+ Joint Schedule 7 **Not Applicable**
		+ Joint Schedule 8 **Not Applicable**
		+ Joint Schedule 10 (Rectification Plan)
		+ Joint Schedule 11 (Processing Data)
		+ Joint Schedule 12 **Not Applicable**
		+ Joint Schedule 13 (Cyber Essentials)
	* Call-Off Schedules for RM6263
		+ Call-Off Schedule 1 (Transparency Reports)
		+ Call-Off Schedule 2 **Not Applicable**
		+ 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) Part A: Short Form
		+ Call-Off Schedule 10 (Exit Management)
		+ Call-Off Schedule 12 **Not Applicable**
		+ Call-Off Schedule 13 (Implementation Plan)
		+ Call-Off Schedule 14A **Not Applicable**

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* + - Call-Off Schedule 14B (Service Levels)
		- Call-Off Schedule 15 (Contract Management)
		- Call-Off Schedule 16 **Not Applicable**
		- Call-Off Schedule 17 **Not Applicable**
		- Call-Off Schedule 18 (Background Checks)
		- Call-Off Schedule 19 **Not Applicable**
		- Call-Off Schedule 20 (Call-Off Specification)
		- Call-Off Schedule 21 **Not Applicable**
		- Call-Off Schedule 23 **Not Applicable**
		- Call-Off Schedule 25 Ethical Walls Agreement
		- Call-Off Schedule 26 **Not Applicable**
1. CCS Core Terms (version 3.0.11) and Framework Award Form v1.1 https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6263-Framework-Award- Form-v1.1.pdf
2. Joint Schedule 5 (Corporate Social Responsibility) RM6263
3. 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:

### Call-Off Special Term 1 – Framework Special Term 1

Clause 10.1.2 (Contract Period) is amended as follows: “The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 30 Days’ written notice before the contract expires.”

### Call-Off Special Term 2 – Supplier Staff

Where the Supplier requires changes to the Supplier Staff used to provide the Services, the notice period for any change shall be 20 Working Days in writing from the Supplier to the Buyer, to allow for the allocation of Buyer devices;

The Supplier shall notify the Buyer promptly of the absence of any Supplier Staff other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that role;

The Supplier shall ensure that any role previously held by a member of Supplier Staff is not vacant (which, for the avoidance of doubt, means that a replacement for the relevant role has been named) for any longer than ten (10) Working Days;

The Supplier shall ensure that all arrangements for planned changes in Supplier Staff provide adequate periods during which incoming and outgoing staff work together to transfer Framework Ref: RM6263

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responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;

The Supplier shall ensure that any replacement for a role has a level of qualifications and experience appropriate to the relevant role and is fully competent to carry out the tasks assigned to the Supplier Staff whom he or she has replaced;

The Buyer may require the Supplier to remove any Supplier Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Supplier Staff.

### Call-Off Special Term 3 – Working Day

A Working Day is defined as the number of hours to be worked in a Workday. For the purposes of this Call-Off Contract, a Workday is seven point five (7.5) hours.

### Call-Off Special Term 4 – Continuous Improvement

Call-Off Schedule 3 (Continuous Improvement) Clause 2.3 is amended as follows: “In addition to Paragraph 2.1, the Supplier shall produce, within 90 days of a request from the Buyer, a plan for improving the provision of Deliverables and/or reducing the Charges…”

Call-Off Schedule 3 (Continuous Improvement) Clause 2.4 does not apply to this Call-Off Contract.

### Call-Off Special Term 5 – Security Policies and Standards

DWP’s Minimum Security Schedule applies:



DWP Minimum Security Schedule v3.

### Call-Off Special Term 6 – Call-Off Schedule 25

Call-Off Schedule 25 (Ethical Walls Agreement) replaced by most recent GLD version (August 2023) and the most recent GLD version will be used at the time where Ethical Walls are required.

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CALL-OFF START DATE: 14th October 2024

CALL-OFF EXPIRY DATE: 13th October 2025

CALL-OFF INITIAL PERIOD: 12 Months CALL-OFF OPTIONAL

EXTENSION PERIOD: 3 Months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 30 Days

CALL-OFF CONTRACT VALUE: The maximum contract value is £733,925 (ex. VAT),

£880,710 (inc. VAT) The maximum contract value including the optional 25% extension is £917,406.25 (ex. VAT), £1,100,877.50 (inc. VAT).

KEY SUB-CONTRACT PRICE: N/A

## CALL-OFF DELIVERABLES

The Parties intend to execute SOW001 upon the Start Date which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated deliverables.

The Parties my execute further Statements of Work in accordance with “Statement of Works” below.

Below is an example set of roles that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

|  |  |  |  |
| --- | --- | --- | --- |
| **DDaT Role** | **SFIA Level** | **Quantity** | **Clearance** |
| Test Engineer | 5 | 1 | BPSS |
| Business Analyst | 5 | 1 | BPSS |
| Interaction Designer | 5 | 1 | BPSS |
| Technical Architect | 5 | 1 | BPSS |
| Lead Software Developer (Full Stack) | 5 | 1 | BPSS |
| Lead DevOps | 5 | 1 | BPSS |

DSP Rate Card: **[REDACTED]**

### 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).

## 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.

“Each Party’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £880,710 Inclusive of VAT.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: “In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges.”

## CALL-OFF CHARGES

1. Time and Materials (T&M)

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

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

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy)and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

## REIMBURSABLE EXPENSES

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

## PAYMENT METHOD

The payment method for this Call-Off Contract is BACS made monthly in arrears.

## BUYER’S INVOICE ADDRESS:

Invoices will be sent to:

**[REDACTED]**

## BUYER’S AUTHORISED REPRESENTATIVE

**[REDACTED]**

## BUYER’S ENVIRONMENTAL POLICY

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the ‘Net Zero’ target.

Further information can be found here:

[**https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data**](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21-_-Selection-Criteria-Jan22__1_.pdf)

[**/file/1054373/Guidance-on-adopting-and-applying-PPN-06\_21-\_-Selection-Criteria-Jan22 1\_.pdf**](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21-_-Selection-Criteria-Jan22__1_.pdf)

## BUYER’S SECURITY POLICY

See Special Term 5.

## SUPPLIER’S AUTHORISED REPRESENTATIVE

**[REDACTED]**

## SUPPLIER’S CONTRACT MANAGER

**[REDACTED]**

## 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]**

## KEY SUBCONTRACTOR(S)

Not applicable.

## COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

## BALANCED SCORECARD

See Call-Off Schedule 14B (Service Levels)

### MATERIAL KPIs

The Material KPIs that shall apply to this Call-Off Contract are detailed in Call-Off Schedule 14B (Service Levels and Balanced Scorecard).

## SERVICE CREDITS

Not applicable

## 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).

## 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: | **[REDACTED]** | Signature: | **[REDACTED]** |
| Name: | **[REDACTED]** | Name: | **[REDACTED]** |
| Role: | **[REDACTED]** | Role: | **[REDACTED]** |
| Date: | 27-09-2024 | Date: | 30-09-2024 |