

Order Form and Call-Off Schedules

Order Form

CALL-OFF REFERENCE:	CPD4124139
CALL-OFF TITLE:	Local Government Digital Specialists
CALL-OFF CONTRACT DESCRIPTION:	The Supplier will provide flexible resources to run and develop digital services and projects. This may be one individual, or a number of staff to complement the Buyer's existing team.
THE BUYER:	Department for Levelling Up, Housing & Communities
BUYER ADDRESS	Fry Building, 2 Marsham Street, London, SW1P 4DF
THE SUPPLIER:	TPXimpact
SUPPLIER ADDRESS:	7 Savoy Court, London, WC2R 0EX
REGISTRATION NUMBER:	06472420

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10 February 2023.

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 agreed/executed once 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 – 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- 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 & 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 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

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

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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

None.

CALL-OFF START DATE:	13 March 2023
CALL-OFF EXPIRY DATE:	31 March 2025
CALL-OFF INITIAL PERIOD:	2 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Two periods of 6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 Month
CALL-OFF CONTRACT VALUE:	Maximum of £9,000,000 (excluding VAT)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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: None.

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 Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £4,500,000 (excluding VAT).

CALL-OFF CHARGES

Capped Time and Materials (CTM);

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

None.

PAYMENT METHOD

BACS / Electronic Invoice.

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with an appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which the Buyer cannot be held responsible

BUYER'S INVOICE ADDRESS:

clqinvoices@levellingup.gov.uk

CP2P Team, DLUHC, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.

BUYER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Head of Local Cyber (Local Digital team)

<REDACTED>

<REDACTED>

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S SECURITY POLICY

Available online at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Managing Director - Consulting

<REDACTED>

<REDACTED>

Runway East (2nd Floor), 20 St Thomas Street, London, SE1 9RG

SUPPLIER'S CONTRACT MANAGER

<REDACTED>

Central Operations & Change Director

<REDACTED>

<REDACTED>

Runway East (2nd Floor), 20 St Thomas Street, London, SE1 9RG

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

On the first Working Day of each calendar month.

KEY STAFF

<REDACTED>

Partner Local Government

<REDACTED>

<REDACTED>

Runway East (2nd Floor), 20 St Thomas Street, London, SE1 9RG

Worker Engagement Status (including IR35 status)

The IR35 status of the Supplier Staff in Key Roles will be detailed in each Statement of Work.

KEY SUBCONTRACTOR(S)

Olive Jar Digital Limited

Office 2.12, 48 Charlotte Street, London, W1T 2NS

COMMERCIALLY SENSITIVE INFORMATION

Supplier's proposal (as set out in Call-Off Schedule 4 - Call-Off Tender) and Supplier's cost details (as set out in Call-Off Schedule 5 - Pricing Details and Expenses Policy).

BALANCED SCORECARD

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

MATERIAL KPIS

The Material KPIS which shall apply to this Call-Off Contract are set out 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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	