

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

Order Form

CALL-OFF REFERENCE:	CPD4126193
CALL-OFF TITLE:	Digital & Data Capability for MHCLG Spatial Data Unit
CALL-OFF CONTRACT DESCRIPTION:	Provision of a range of business-critical data projects to support decision making by Ministers and policy teams at pace.
THE BUYER:	Ministry of Housing, Communities & Local Government
BUYER ADDRESS	2 Marsham Street, London, SW1P 4DF
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	280 Bishopsgate, London, EC2M 4AG
REGISTRATION NUMBER:	07195160
DUNS NUMBER:	07195160
SID4GOV ID:	<REDACTED>

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11 December 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.

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CALL-OFF LOT(S):

Lot 1 (Digital Programmes).

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 (Financial Difficulties)
 - 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 & 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)

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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

None

CALL-OFF START DATE:	16 December 2024
CALL-OFF EXPIRY DATE:	15 December 2028
CALL-OFF INITIAL PERIOD:	4 Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	1 Years, 0 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	Maximum contract value is £19,000,000 (excluding VAT)
KEY SUB-CONTRACT PRICE:	0% - No Sub-Contractors have been identified.

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:

The requirements set out in Call-Off Schedule 20 (Call-Off Specification).

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.

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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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3,800,000 (excluding VAT) in the first 12 Months of the Contract.

CALL-OFF CHARGES

The maximum value of the Call-Off Contract is **£19,000,000 (excluding VAT)**.

SOWs shall be costed in accordance with the submitted rate card.

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

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 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:

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

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BUYER'S AUTHORISED REPRESENTATIVE

<REDACTED>

<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.government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

SUPPLIER'S CONTRACT MANAGER

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month.

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KEY STAFF

The Supplier shall provide staff in the following roles:

Lead Data Engineer
 Senior Data Engineer
 Data Engineer
 Senior Data Scientist
 Data Scientist
 Senior Data Analyst
 Data Analyst
 Senior Business Analyst
 Business Analyst
 Head of Delivery Management
 Senior Delivery Manager
 Delivery Manager
 Senior Product Manager
 Product Manager
 Chief Data Architect
 Senior Data Architect
 Data Architect
 Senior Infrastructure Engineer
 Infrastructure Engineer
 Principal Security Architect
 Senior Technical Architect
 Senior Software Developer
 Junior Software Developer
 Principal Technical Architect
 Senior Technical Architect
 Technical Architect
 Content Designer
 Senior Graphic/Interaction Designer
 Senior Service Designer
 Service Designer
 Senior User Researcher
 User Researcher

The Worker's Engagement Status (including whether inside or outside IR35) shall be determined within each SOW.

KEY SUBCONTRACTOR(S)

None.

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COMMERCIALLY SENSITIVE INFORMATION

See details in Call-Off Schedule 4 (Commercially Sensitive Information).

BALANCED SCORECARD

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

MATERIAL KPIs

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

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:	

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Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.