

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

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Order Form

Call-Off Reference	CPD4128003
Call-Off Title	MHCLG Digital Planning Multi-Disciplinary Partner
Call-Off Contract Description	The provision of multi-disciplinary services and specialists to support the Digital Planning Programme in delivering digital planning outcomes.
The Buyer	Ministry of Housing, Communities & Local Government
Buyer Address	Fry Building 2 Marsham Street London SW1P 4DF England
The Supplier	TPX Impact Limited
Supplier Address	The Hickman 2 Whitechapel Road London E1 1EW England
Registration Number	06472420
DUNS Number	21-104-4880

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 07/11/2024.

It is 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)).

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Upon execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot:

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 document conflicts, 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 Scheme)
 - 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 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Delivery)
 - 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)
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 written on the back of, added to this Order Form, or presented at the time of delivery.

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Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date:	11 th November 2024
Call-Off Expiry Date:	10 th November 2027
Call Off Initial Period:	03 Years with option to extend for a single one-year period (3 + 1)
Minimum Notice Period for Extension(s):	30 Working Days
Call-Off Contract Value:	£5,000,000.00 (excluding VAT)

Individual SoWs will be agreed for each work commission, between both parties as required, agreeing each work package and taking into account any specific KPIs/ Milestones/ Data Processing/ Security requirements. These must be confirmed by a signed Statement of Work and an approved Purchase Order.

The total Contract value may rise to a maximum of £19,000,000 (excluding VAT) (dependent upon future funding and demand). This maximum Contract value includes the initial three (3) year contract term and any subsequent extension. Spend will be dependent on the successful completion of SoW's as the contract progresses, and solely at the Buyer's discretion.

Key Sub-Contract Price: This will be determined for each Statement of Work.

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 referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Certificate Number: <REDACTED>

Date of Certification: <REDACTED>

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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 £4,000,000.00 (excluding VAT). This will be reviewed after the first 6 months of the contract being operational.

Call-Off Charges

Capped Time and Materials (CTM)

All rates in the Proposal Price Schedule (see Call-Off Schedule 5 – Pricing Details and Expenses Policy) are fixed for the full term of the Contract and are fully inclusive of any travel and subsistence costs.

Reimbursable Expenses

None – all rates are inclusive of time and materials.

Payment Method

BACS/ Electronic Invoice

Invoices must quote the Buyer's Contract Reference and Purchase Order Number, along with an appropriate description of the work completed and timesheets (if applicable) which have been approved by the Buyer. Failure to do so may result in a delay in payment from which the Buyer cannot be held responsible.

Buyer's Invoice Address

<REDACTED>

Buyer's Authorised Representative

<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>

Supplier's Contract Manager

<REDACTED>

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Progress Report Frequency

A Monthly Performance Review will take place on the third Thursday of each month. There will be flexibility allowed due to leave periods and extraordinary circumstances. During mobilisation and termination of the contract, more progress reporting may be required.

Key Staff

Not applicable

Key Subcontractor(s)

Arup Limited (02461313)

Lichfields Limited (05902904)

Public Group International Limited (10608507)

Faculty Science Limited (08873131)

Savills PLC (02122174)

Commercially Sensitive Information

See details in Joint Schedule 4 (Commercially Sensitive Information).

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).

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 this Call-Off Contract to which this Order Form related.

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For and on behalf of the Buyer	
Signature:	<REDACTED>
Name:	<REDACTED>
Role:	<REDACTED>
Date:	11 th November 2024

For and on behalf of the Supplier	
Signature:	<REDACTED>
Name:	<REDACTED>
Role:	<REDACTED>
Date:	08 th November 2024

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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 the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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Annex 1 (Template Statement of Work)

1. Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables/ Requirements are to be treated as individual requirements in their own right, and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Customer Name	Ministry of Housing, Communities & Local Government
Supplier Name	TPXimpact Limited
Subcontractors	
Date of SoW	
SoW Title	
CDEL / RDEL	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
SoW Reference	[SoWNN-Intervention-MmmYY-SoW_Lead_Initials-CDEL/RDEL] (i.e. SoW01-PS-Jan25-MWH-RDEL)
SoW Start Date	
SoW End Date	
Duration of SoW	

2. Call Off Contract Specification – Programme Context

SoW Deliverables Background
<i>[insert details of which elements of the Deliverables this SoW will address]</i>

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Delivery Phase(s)
<i>[insert details and nature of Delivery phase(s) (e.g. Discovery, Alpha, Beta or Live)]</i>

Overview of Requirement
<i>[insert details including Release Type(s), (e.g. Adhoc, Inception, Calibration or Delivery)]</i>

3. Buyer Requirements – SOW Deliverables

Outcome Description

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			
MS03			

Delivery Plan	
Dependencies	
Supplier Resource Plan	

Security Applicable to SoW
<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SoW, these shall be detailed below and apply only to this SoW: <i>[insert if necessary]</i>].</p>

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Cyber Essentials Scheme

The Buyer requires the Supplier to have and maintain a Cyber Essentials [Plus] Certificate of the work undertaken under this SoW, in accordance with the Joint Schedule 13 (Cyber Essentials Scheme).

SoW Standards

[Insert any specific Standards applicable to this SoW (Check Annex 3 of Framework Schedule 6 (Order Form Template, SoW Template and Call-Off Schedules)]

Performance Management

[Insert details of Material KPIs that have a material impact on Contract Performance]

Material KPI	Target	Measured by

[Insert Service Levels and/ or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Additional Requirements

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor/ Controller arrangements applicable to this SoW, the Parties shall comply with the revised Annex 1 attached to this SoW.

Key Supplier Staff

Key Role	Key Staff	Contract Details

[Indicate: whether there is any requirement to issue a Status Determination Statement]

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Worker Engagement Status
[Yes/ No] [Insert details]

[SoW Reporting Requirements]			
[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SoW only:			
Ref	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1	[insert]		
1.1	[insert]	[insert]	[insert]
]			

4. Charges

Call-Off Contract Charges	<p>The applicable charging method(s) for this SoW is:</p> <ul style="list-style-type: none"> • Capped Time and Materials <p>The estimated maximum value of this SoW (irrespective of the selected charging method) is £[value].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Cause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<i>[Insert SoW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SoW]</i>
Financial Model	<i>[Supplier to insert its financial model applicable to this SoW]</i>
Reimbursable expenses	None

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5. Signatures and Approvals

For and on behalf of the Buyer	
Signature:	
Name:	
Role:	
Date:	

For and on behalf of the Supplier	
Signature:	
Name:	
Role:	
Date:	