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

**Order Form**

CALL-OFF REFERENCE: CCZN21A82

THE BUYER: Cabinet Office

BUYER ADDRESS 1 Horseguards Road, London

THE SUPPLIER: Covoxa Limited

SUPPLIER ADDRESS:45 Stockbridge Road, Winchester, SO22 6RW

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th November 2021.

It’s issued under the Framework Contract with the reference number RM6193 Software Design and Implementation Lot 1 for the provision of ERP Technical Support.

CALL-OFF LOT:

Lot 1

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 and Interpretation) RM6193
3. The following Schedules in equal order of precedence:

* Joint Schedules for **RM6193**
  + 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)
  + Joint Schedule 9 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **RM6193**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + 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 11 (Installation Works)
  + Call-Off Schedule 12 (Clustering)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 14 (Service Levels)
  + 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 22 (Lease Terms)
  + Call-Off Schedule 23 (Supplier Terms)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6193
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

Not Applicable

CALL-OFF START DATE: 1st December 2021

CALL-OFF EXPIRY DATE: 30th November 2021

CALL-OFF INITIAL PERIOD: The contract will be for a 4 Years period. 2 years initially with the option to extend for up to 2 periods of 1 year. (2+1+1).

CALL-OFF DELIVERABLES

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| **Requirements** | **Deliverables** | Indicative Dates - when we expect work required | |
| [**System and Process - Requirements & Design**](#bookmark=id.3as4poj) | |
| From | To |
| **Requirement and Technical Specifications** | Accountable for establishing a version-controlled set of documents that records the specification required for each report ( across 24 process areas as set out in section 5) from which the system integrator and MyCO team will build the required workflows, reports, analytics or dashboards. | **Nov 2021** | **Mar 2022** |
| **Functional Design** | Understand what impact matrix programme design has on CO requirements, where this differs from previously agreed requirements, resolve and seek approval (Also Functions) - Change impact assessment document, across all process areas set out in section 5. | **Nov 2021** | **Jun 2022** |
| **Requirement and Configuration Workbooks** | Version controlled set of documents that records the specification required for the functional area as well as reference data values for configuration set up across all 23 process areas. | **Nov 2021** | **Sep 2026** |
| **Business Change Artefacts** | Change impact assessment across design estate, produce business change, functional walk throughs and training documentation. Including user journeys, value propositions and personas, across all process areas as set out in section 5. | **Jan**  **2023** | **Sep 2024** |
| **Service Transformation** | BPO Transition Management, Manage changes to Gov services (e.g GRS) - Deliver detailed transformation roadmap/ plans, commercial transition arrangements in place and operational and Transition/ Change documentation, including acceptance in to service documents. | **Jul**  **2023** | **Sep 2024** |
| [**Commercial**](#bookmark=id.1pxezwc) | | | |
|
| **Commercial** | SSCL extension, transitional commercial arrangements, system adoption and handover documentation - Commercial case development - OBC/FBC, assure Pre Market engagement activity and products - BPO service providers, Drafting Commercial and Contractual documents | **Apr**  **2023** | **Sep 2024** |
| **Commercial** | Assure the cluster level Production and Review of a SaaS ERP Licence commercial strategy documentation, aligned to relevant CCS Frameworks, which includes negotiation options, from a strategic commercial perspective. | **Nov 2021** | **Sep 2023** |
| **Commercial** | Develop and deliver a contracts and sourcing solution to align to departmental strategic objectives, plugging the gaps identified in the Boardman report on the need for a contracts database and sourcing solution. Delivering the detailed technical and functional solution for the specialist procurement users in the CO to assert greater commercial control. Run the procurement process at a departmental level. Produce Implementation planning documentation for the P2P and Finance functionality that covers all implementation activities for the service, this should utilise ERP finance technical skills to enhance specialist finance business knowledge. | **Nov 2021** | **Dec 2022** |
| [**Data Management**](#bookmark=id.49x2ik5) | | | |
|
| **Data Migration Strategy** | Internally signed off document that records the approach to be taken to achieving MyCO Data Migration including:- Across HR, Finance and P2P Processes (as set out in section 5) , DM Cycles, roles and responsibilities and reconciliation. This will align to the wider cluster DM strategy in approach and standards. | **Apr**  **2022** | **Dec 2023** |
| **Data Cleanse/ Extraction Specification** | Version controlled set of documents that records the specification required for the data cleanse activities within business areas and at the extraction stage of data migration. | **Apr**  **2022** | **Dec 2023** |
| **Data Migration Cycles** | Manage, co-ordinate and be ultimately responsible for ensuring all documentation required of test, validate and actual live data migration cycles specifically relevant for the CO are executed and assured in accordance with the programme baselined plan, by the cluster SI. | **Apr**  **2022** | **Jun 2024** |
| **Data Reconciliation Definition** | A documented set of rules and methods to validate data in the target system is as expected and can be reconciled against CO source data. Methods to use will include:- Load logs, reports, extracts, system data queries. | **Apr**  **2022** | **Dec 2023** |
| **Data Transformation Specification** | Version controlled set of transformation rules for mapping data from extraction into a format and state ready for load to the target solution. | **Apr**  **2022** | **Dec 2023** |
| [**Technology Architecture & Design**](#bookmark=id.2p2csry) | | | |
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| **Technology Enterprise Architecture** | Working with the cluster enterprise architect for the Matrix Portfolio, provide an assurance statement that the cluster level options set out meet our departmental requirements and are fit for purpose. Utilising and conducting cloud readiness assessments, assuring production of technical roadmaps and assessing additional technical Matrix products. | **Nov 2021** | **Dec 2023** |
| **Technology Design Principles** | Provide technical assurance documentation for the Cabinet Office technical set up ensuring the Matrix Principles are aligned to CO standards and requirements. | **Nov 2021** | **Dec 2023** |
| **Technology Architecture** | Assure the outputs of the Matrix Portfolio Technical Design Authority Forum from a CO perspective. | **Nov 2021** | **Dec 2023** |
| **SaaS ERP Cloud Readiness** | Conduct analysis and produce a SaaS ERP Cloud Readiness Assessment for the CO. | **Nov 2021** | **Dec 2023** |
| **Technology Architecture** | Define and deliver the Technology Roadmaps aligned with Government strategy for use of Gov services and shared technology, specifically for the CO requirements. | **Nov 2021** | **Dec 2023** |
| **Implementation Planning** | Develop a best practice implementation plan for implementing an ERP solution for the CO working with the selected SI that specifically addresses CO departmental requirements. | **Nov 2021** | **Dec 2023** |
| [**Testing**](#bookmark=id.147n2zr) | | | |
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| **Testing strategy** | A departmentally agreed document that records the approach to be taken to conducting MyCO Testing Stages including:- Process, Stages, Roles and responsibility, defect resolution, acceptance criteria, across the process areas as set out in section 5. | **Jul**  **2022** | **Jun 2023** |
| **SIT** | Coordinate the testing, reporting, defect management of testing activities and provide assurance that Matrix testing activities meet Cabinet Office Standards | **Jan**  **2023** | **Sep 2023** |
| **Unit Test** | Unit testing phase management including:- Documented and base lined execution schedule, Defect management, Entry and Exit gate specifically for the CO. | **Jan**  **2023** | **Dec 2023** |
| **PCT** | PCT testing phase management including:- Documented and base lined execution schedule, Defect management, Entry and Exit gate and In partnership with Cabinet Office SME’s and BPO provider be an integral part of the PCT activities that will be required | **Apr**  **2023** | **Jun 2024** |
| **UAT** | UAT testing phase management including:- Documented and base lined execution schedule, Defect management, Entry and Exit gate and In partnership with Cabinet Office SME’s conduct the UAT testing focusing on test execution, defect identification, resolution and re-test. | **Apr**  **2023** | **Jun**  **2024** |
| [**Acceptance & Training**](#bookmark=id.3o7alnk) | | | |
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| **Acceptance into service** | In partnership with Cabinet Office SME’s, BPO provider, System Implementer and 3rd Parties provide CO stakeholders with assurance that the matrix documentation meets our requirements for; the transition to live service, the management of post go-live hyper-care through delivery of detailed plans and documentation seeking agreement to activity by relevant parties | **Oct**  **2023** | **Mar 2025** |
| **Training Strategy** | Delivery of training strategy that takes into account resource and materials available from the cluster level, to assure these and adapt them to deliver targeted training to general and specialist users within the CO for process areas as set out in section 5. | **Jul**  **2023** | **Dec 2023** |
| **Training Execution** | Training programme delivery - including targeted materials and training sessions where necessary (e.g train the trainer) | **Jul**  **2023** | **Mar 2025** |
| **Organisational design** | Delivery of Target Operating Model, Change impact assessments and new service model focused on Impact of programme on existing organisation / Shared Service (New roles, Job Description, Redeployment, Redundancy) - Removal of extant roles, deduplication of roles etc. | **Jul**  **2022** | **Mar 2023** |
| **Reporting Strategy** | A departmentally agreed document that details the approach to be taken to achieving Cabinet Office Reporting Strategy objectives within the Matrix including:- Reporting Tools, Requirements which support organisational analysis and decision making. | **Jan**  **2022** | **Mar 2023** |
| [**Day 2 Delivery**](#bookmark=id.23ckvvd) | | | |
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| **Day 2 Delivery** | Delivery of suggested Day 2 system and service enhancements including potential benefits / impact of implementation, including proposals. process/ technology design, implementation plans and new organisational charts for HR, finance and P2P functions for future operating models, and change impact assessments. | **Oct**  **2024** | **Sep 2026** |

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is£999,270.63(exc VAT)

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REDACTED

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices should be raised on a monthly basis for progress made against each of the key programme deliverables (as agreed with Project Manager and Head of PMO)

BUYER’S INVOICE ADDRESS:

REDACTED

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

Please refer to Appendix 2

BUYER’S SECURITY POLICY

Short Form Security and please refer to Call Off Schedule 9- Annex B Security Management Plan.

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

Covoxa Limited

45 Stockbridge Road,

Winchester,

SO22 6RW

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Fortnightly - Highlight report update meetings (with the Programme Director and MyCO Senior leadership team)

PROGRESS MEETING FREQUENCY

Monthly - Progress review and payment authorisation meetings (with the Programme Manager and Head of PMO)

KEY STAFF

Buyer: REDACTED

Supplier: REDACTED

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements

The insurance(s) required will be:

● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.

● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law).

● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

GUARANTEE

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

SOCIAL VALUE COMMITMENT

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)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: |  | Role: |  |
| Date: |  | Date: |  |