



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: RM1043.7/CO/EIP/RTV-OE/Alpha-Beta1/15704

Call-Off Title: Alpha and (optional) Beta phases of the 'RegisterToVote- Overseas Electors service for EIP programme

Call-Off Contract Description: Delivery of the Alpha-Beta phases of the 'TRV- Overseas Electors service, this will allow electors living outside the UK to be able to vote. Note that Beta phase will be confirmed on completion of successful Alpha.

The Buyer: The Department for Levelling Up, Housing and Communities (DLUHC)

Buyer Address: Fry Building, 2 Marsham Street, London, SW1P 4DF

The Supplier: Softwire Technology Limited

Supplier Address: 110 Highgate Studios, 53-79 Highgate Road, London NW5 1TL

Registration Number: 3824658

DUNS Number: 238328434

SID4GOV ID: [**Insert** if known]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10th January 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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

Lot 1 Digital Outcomes

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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
 - 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 and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **[Optional]**
 - Call-Off Schedule 15 (Call-Off Contract Management) **[Optional]**
 - Call-Off Schedule 18 (Background Checks) **[Optional]**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme) **[Optional]**

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

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

Buyers Special Terms

<REDACTED>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Start Date: 10th January 2022

Call-Off Expiry Date: 31st May 2023

Call-Off Initial Period: 17 months

Call-Off Optional Extension Period: 4 months

Minimum Notice Period for Extensions: 3 months

Alpha call Off Value: £295,375

Call-Off Contract Value total value including optional beta: £2,300,000 (excluding VAT) – Alpha value as per the first Statement of Work. Beta value to be decided on completion of Alpha.

Call-Off Deliverables

<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 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 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.

Call-Off Charges

- Capped Time and Materials (CTM)

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)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Payment Method

Invoice/BACS Transfer monthly in arrears

Buyer's Invoice Address

The Department for Levelling Up, Housing and Communities

FSSD CP2P Team 4th Follow

High Trees

Hillfield Road,

Hemel Hempstead,

HP2 4XN

Buyer's Authorised Representative

<REDACTED>

Buyer's Environmental Policy

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Buyer's Security Policy

Buyer Security Policy inserted in Call-Off Schedule 9

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

As required by the SCRUM methodology and the teams' cadence.

See Call-off schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard).

Key Staff

<REDACTED>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Charges for Supplier Staff and Services and Supplier Staff biographies.

Balanced Scorecard

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

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by

Additional Insurances

Insurance requirements shall be as stated in Joint Schedule 3 (Insurance Requirements):

- Public liability and products insurance: £5 Million
- Employers' liability: £5 million
- Professional indemnity: £5 million

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) and the commitments in the suppliers ITT response on Social values.

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.