

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

Order Form

CALL-OFF REFERENCE:	CPD4124219
CALL-OFF TITLE:	Technical development and continuous improvement for DLUHC European Funding Systems
CALL-OFF CONTRACT DESCRIPTION:	Technical development and continuous improvement for DLUHC European Funding Systems
THE BUYER:	Department for Levelling Up, Housing and Communities (DLUHC)
BUYER ADDRESS:	Fry Building, 2 Marsham Street, London SW1P 4DF.
THE SUPPLIER:	Datavid Limited
SUPPLIER ADDRESS:	Culverwood, Shinfield Road, Reading, RG2 9BE, UK
REGISTRATION NUMBER:	11303356
DUNS NUMBER:	223819458
SID4GOV ID:	NA

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28 March 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 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

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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 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) 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 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 and 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

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

None

CALL-OFF START DATE:	12 March 2023
CALL-OFF EXPIRY DATE:	11 March 2027
CALL-OFF INITIAL PERIOD:	04 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 Months x 1
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	01 Month
CALL-OFF CONTRACT VALUE:	Estimated ceiling value for the full term will be £5,000,000.00 excluding VAT
KEY SUB-CONTRACT PRICE:	Estimated 40-50% of actual spend.

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 FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

None stated.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (CyberEssentials 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 £1,250,000.00.

CALL-OFF CHARGES

Capped Time and Materials (CTM);

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

All daily rates are inclusive of expenses.

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 – all rates to be inclusive of any expenses.

PAYMENT METHOD

By invoice/BACS monthly in arrears.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Contract Manager

[REDACTED]

Head of Digital Delivery

Fry Building, 2 Marsham Street, London SW1P 4DF.

Main Contact

[REDACTED]

Product Manager

Fry Building, 2 Marsham Street, London SW1P 4DF.

BUYER'S ENVIRONMENTAL POLICY

Greening Government Commitments Annual Report [April 2020]

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director

[REDACTED]

[REDACTED]

Kemp House, 152-160 City Road, London, EC1V 2NX

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Sales Director

[REDACTED]

[REDACTED]

Kemp House, 152-160 City Road, London, EC1V 2NX

PROGRESS REPORT FREQUENCY

See Call-Off Schedule 10 Transparency Reports

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

Senior Business Analyst

[REDACTED]

Kemp House, 152-160 City Road, London, EC1V 2NX

Outside IR35 (working part time and on multiple projects for Datavid, besides Datavid is small organisation)

[REDACTED]

Senior Developer

[REDACTED]

Kemp House, 152-160 City Road, London, EC1V 2NX

Outside IR35 (working part time and on multiple projects for Datavid, besides Datavid is small organisation)

[REDACTED]

Senior Technical Architect

[REDACTED]

Kemp House, 152-160 City Road, London, EC1V 2NX

Outside IR35 (working part time and on multiple projects for Datavid, besides Datavid is small organisation)

KEY SUBCONTRACTORS (including work allocation %)

Tech Recipes Limited (09456934) - approx 10-15%

GMT Data Limited (12194963) - approx 20-25%

Semantic Soft Limited (11942314) - approx 10%

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4

BALANCED SCORECARD

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.

The initial SoW will be agreed between both parties within 30 days of contract signature.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Director	Role:	Deputy Director
Date:	28 th March 2023	Date:	28 th March 2023