

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

Order Form

CALL-OFF REFERENCE:	Project 26965 / ecm_12170
CALL-OFF TITLE:	Intelligent Service Operations Resources
CALL-OFF CONTRACT DESCRIPTION:	Supply of resources with the relevant skills to support development and delivery of the Intelligent Services Operations Programme
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House, 6-12 Tothill Street, London, SW1H 9NA
THE SUPPLIER:	UBDS IT Consulting Limited
SUPPLIER ADDRESS:	Level 1, Brockbourne House, 77 Mounth Ephraim, Tunbridge Wells, TN4 8BS. Kent. England
REGISTRATION NUMBER:	04330005
DUNS NUMBER:	233710628
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th October 2024.

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

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It's issued under the Framework Contract with the reference number RM6263 Lot 2 for the provision of Digital Specialists.

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.

CALL-OFF LOT(S):

Lot 2 from Framework Schedule 1 (Specification).

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
 - Clause 10.2.2
 - Clause 10.2.3
 - Clauses 10.6
 - Clause 10.7.3
 - Clause 10.7.4
 - Clause 11.2
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)

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

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- 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 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 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 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:

Special Term 1 - IR35 Status - The provision of Annex 2 in this Order Form shall apply in respect of any Statement of Work concluded under this Call Off Contract.

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

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CALL-OFF START DATE:	21st October 2024
CALL-OFF EXPIRY DATE:	20 th October 2025
CALL-OFF INITIAL PERIOD:	12 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	30 days
CALL-OFF CONTRACT VALUE:	Up to maximum of £1.5m excluding VAT which includes the initial term and optional extension period which would be subject to further DWP internal approvals.
KEY SUB-CONTRACT PRICE:	Not applicable

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: Any specific buyer standards will be set out in specific SOWs.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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.

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

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £817k (ex VAT) Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

The Charging method is Time and Materials (T&M) as outlined within Call-Off Schedule 5 (Pricing Details and Expenses Policy).

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

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

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS.

Supplier will submit completed timesheets showing consumption against number of days worked, as agreed by both parties. Timesheets will be emailed to the named individual provided in each Statement of Work weekly unless otherwise agreed in a Statement of Work.

Payment will only be made following approval of a validated timesheet.

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

BUYER'S INVOICE ADDRESS:

DWP
SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ

A copy should also be emailed to: APinvoices-DWP-U@gov.sscl.com.

Framework Ref: RM6263
Project Version: v1.0
Model Version: v3.7

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

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Copy invoices will be emailed to the named individual provided for in each Statement of Work. All invoices must meet the following requirements:

- Must include a valid purchase order number.
- All files/invoices must be in PDF format;
- One PDF per invoice – all supporting documentation must be included within the single PDF;
- Supplier should not attach additional/separate supporting documentation as a separate file.

Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above).

The Supplier must be able to use electronic purchase to pay (P2P) routes, including catalogue and invoicing.

The Supplier must work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoicing files, including working with DWP's ERP system service supplier systems.

BUYER'S AUTHORISED REPRESENTATIVE

Redacted: FOI SECTION 40 PERSONAL INFORMATION

BUYER'S ENVIRONMENTAL POLICY

Available online at: [Greening government commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025)

BUYER'S SECURITY POLICY

Available online at: [DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

SUPPLIER'S AUTHORISED REPRESENTATIVE –

Redacted: FOI SECTION 40 PERSONAL INFORMATION

SUPPLIER'S CONTRACT MANAGER –

Redacted: FOI SECTION 40 PERSONAL INFORMATION

PROGRESS REPORT FREQUENCY

Weekly or as agreed in SOW.

PROGRESS MEETING FREQUENCY

Monthly or as agreed in SOW.

KEY STAFF

Redacted: FOI SECTION 40 PERSONAL INFORMATION

Worker Engagement Status (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement]

KEY SUBCONTRACTOR(S)

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Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4 “Commercially Sensitive Information”

MATERIAL KPIS

Not applicable

SERVICE CREDITS

Not applicable

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 there in shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted: FOI SECTION 40 PERSONAL INFORMATION	Signature:	Redacted: FOI SECTION 40 PERSONAL INFORMATION
Name:	Redacted: FOI SECTION 40 PERSONAL INFORMATION	Name:	Redacted: FOI SECTION 40 PERSONAL INFORMATION
Role:	Redacted: FOI SECTION 40 PERSONAL INFORMATION	Role:	Redacted: FOI SECTION 40 PERSONAL INFORMATION
Date:	21/10/2024	Date:	21/10/2024