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

**Order Form**

CALL-OFF REFERENCE: CCHR23A02

THE BUYER: Cabinet Office

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information.**

THE SUPPLIER: DA Languages Limited

 SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information.**

REGISTRATION NUMBER:06207784

DUNS NUMBER: 856142468

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **26th April 2023**

It’s issued under the Framework Contract with the reference number RM6141 Language Services for the provision of Translation and accessible formats for the UK Covid 19 Inquiry.

CALL-OFF LOT:

**Lot 1: National Managed Service**

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) RM6141
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6141
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ 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 RM6141
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ 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 14 (Service Levels)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6141
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:

Joint Schedule 7 (Financial Difficulties) has not been included as part of the Schedules for this agreement, however, the use of the Schedule will be reviewed and reinstated should there be a necessity for the Supplier to subcontract any of their roles and responsibilities.

CALL-OFF START DATE: **Monday 22nd May 2023**

CALL-OFF EXPIRY DATE: **Monday 13th May 2024**

CALL-OFF INITIAL PERIOD: **One (1) year**

CALL-OFF OPTIONAL EXTENSION OPTION: **Two periods of one year (1+1)**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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(The Authority will confirm exact requirements with the supplier. Provisional spending is estimated to be £70,000.00 ex VAT May 2023 – May 2024) **£70,000.00 ex VAT.**

CALL-OFF CHARGES

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

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.

The Authority will confirm exact requirements with the Supplier.

Provisional spending **REDACTED TEXT under FOIA Section 43 Commercial Interests**

The Authority reserves the right to adjust the annual amounts during the contracted period up to and including the overall value of the contract.

REIMBURSABLE EXPENSES

Expenses will only be agreed in exceptional circumstances. See 4.8 of Call-Off Schedule 20 (Call-Off Specification) for more information.

PAYMENT METHOD

The Supplier will invoice the Inquiry on a monthly basis in arrears.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The Inquiry will ask for further information if the invoice is not sufficiently clear and this may delay payment.

The Supplier will be given an address to submit invoices. Please copy in the Publications and Accessibility Manager on all invoices (email address to be provided to the Supplier).

BUYER’S INVOICE ADDRESS:

UK Covid-19 Inquiry C/O Cabinet Office,

**REDACTED TEXT under FOIA Section 40, Personal Information**

With an email copy of the invoice to be sent to: **REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

To be agreed with the Supplier

PROGRESS MEETING FREQUENCY

To be agreed with the Supplier

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

The ability to deliver KPIs 2, 3 and 4 (see Call-Off Schedule 20 (Call-Off Specification)) is crucial to the smooth running of the Inquiry's legal hearings.

KPI 2:
The Supplier must provide a named and appropriately qualified interpreter for legal hearings within 5 working days of booking. Where hearing dates are changed, the five-day period for the provision of an interpreter restarts once the Supplier is notified by the Authority about the date change. In this instance, the Supplier may submit the name of a different interpreter.

KPI 3:

The Supplier must complete translation of text from English into Welsh (up

to 500 words)

KPI 4:

The Supplier must complete translation of text from English into Welsh (500-5,000 words)

If the Supplier is unable to deliver to the performance measures outlined in the KPIs, the Supplier must notify the Buyer’s Authorised Representative within the respective periods (KPI2: 5 working days of booking, KPI3: 2 working days, KPI 4: 5 working days) and provide justification for this. The justification will be reviewed by the Authority and if any *exceptional circumstances* submitted are considered *reasonable* justification for not meeting the KPI, the Service Credit will not be activated.

If the Supplier fails to provide justification for failure to deliver to the performance measures outlined in the KPIs, or Supplier action/inaction is viewed as being *unreasonable* upon review, the Service Credit will be activated (deducting 5% of the deliverables for each day over the five-day period).

*Exceptional Circumstances* that would be defined as *reasonable* justification for not delivering to the performance measures outlined in the KPIs include, but are not be limited to:

* Sudden and serious illness impacting an interpreter/translator
* A virus/major power cut affecting IT systems.
* Personal circumstances/distress

*Unreasonable* action/inaction or justification for not delivering to the performance measures outlined in KPIs include, but are not limited to:

* The Supplier accepting a booking from the Authority but failing to respond to multiple phone calls/emails to confirm the booking after the respective periods.
* The Supplier making no attempt to book an interpreter/translator at all.

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)

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| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 22/05/2023 | Date: | 23/05/2023 |