

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

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Order Form

CALL-OFF REFERENCE:	17/2/1207
CALL-OFF TITLE:	Digital and Data Partner
CALL-OFF CONTRACT DESCRIPTION:	Provision of a Digital and Data Partner
THE BUYER:	The Planning Inspectorate
BUYER ADDRESS	Temple Quay House, Temple Quay, Bristol, BS1 6PN
THE SUPPLIER:	Solirius Ltd
SUPPLIER ADDRESS:	38 Grosvenor Gardens, London, SW1W 0EB
REGISTRATION NUMBER:	06279757
DUNS NUMBER:	210026648
SID4GOV ID:	[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **10 January 2025**.

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.

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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 1 Digital Programmes

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: To be inserted upon contract award –
 - 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 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - 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) – NOT USED**
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional

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Terms on Digital Deliveries) o Call-Off

Schedule 7 (Key Supplier Staff)

o Call-Off Schedule 8 (Business Continuity and Disaster Recovery) o Call-Off
Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management)

o Call-Off Schedule 12 (Clustering)

o Call-Off Schedule 13 (Implementation Plan and Testing)

o Call-Off Schedule 14B (Service Levels and Balanced Scorecard

o Call-Off Schedule 15 (Call-Off Contract Management)

o Call-Off Schedule 16 (Benchmarking)

o Call-Off Schedule 17 (MOD Terms) NOT USED

o Call-Off Schedule 18 (Background Checks)

o Call-Off Schedule 19 (Scottish Law) – NOT USED

o Call-Off Schedule 20 (Call-Off Specification)

o Call-Off Schedule 21 (Northern Ireland Law)- NOT USED	o Call-Off
Schedule 23 (HMRC Terms) – NOT USED	o Call-Off Schedule 25
(Ethical Walls Agreement) – NOT USED	o Call-Off Schedule 26
(Secondment Agreement Template) – NOT USED	

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.

In order to maintain the security of our infrastructure all work will be carried out within our domain and access will be granted in a secure manner for example a Microsoft Cloud Personal Computer (CPC) solution. The CPC specification will need to be established, along with any applications or tooling which will be required to be installed on the device.

No devices other than those explicitly sanctioned by the contracting authority, are permitted to connect to PINS systems.

Special Term 2.

Supplier will provide details of any artificial intelligence or software that is being used outside of the

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Buyers network that has not been procured by the Buyer to aid with the delivery of Statements of Work. All non Buyer software will require approval from the Buyers Information Security unless otherwise agreed and detailed within the individual Statement of Work.

Special Term 3.

All resource provided under the contract Must be based in the UK and hold the specified Government security clearance.

The successful supplier must ensure that any supplier staff working on our infrastructure, be it remotely or on site in Bristol, through the contract are first cleared, as a minimum, to Baseline Personnel Security Standard; in some specific roles Security Check (SC) will be required. National security vetting: clearance levels - GOV.UK (www.gov.uk) and are aware of and understand their responsibilities, in particularly those relating to the appropriate use of personal data. We will reserve the right to request Baseline Security Enhanced or Security Clearance and will determine security clearance level on a case-by-case basis.

All works will be carried out within our network infrastructure so data will not leave the UK.

Special Term 4

Schedule Call Off Schedule 10 – Exit management – Clause 4.4.1 (a) - the following part of this clause :

“prior to each SOW and no less than every [six (6) months] throughout the Contract Period;” shall be amended to:

“Prior to each applicable SOW and no less than every six (6) months throughout the Contract Period;”

Each SOW will specify if an Exit Plan to the SOW is required.

Special Term 5

The Buyer reserves the right to utilise Joint Schedule 7 (Financial Difficulties) and Joint Schedule 8 (Guarantee) in the event the Suppliers financial position changes during the course of the agreement and any subsequent extension.

CALL-OFF START DATE: **13 January 2025**

CALL-OFF EXPIRY DATE: **12 January 2029**

CALL-OFF INITIAL PERIOD: 48 months

CALL-OFF OPTIONAL

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EXTENSION PERIOD: Up to 12 months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 1 month

CALL-OFF CONTRACT VALUE: Initial period up to £60 million with an optional up to £10 million that can be awarded as part of the optional extension period. Overall contract value up to £70m

KEY SUB-CONTRACT PRICE: Not Applicable

CALL-OFF DELIVERABLES

Option B: 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:

Systems Access

1. All external access requirements, to PINS systems, will be achieved with a Microsoft Cloud Personal Computer (CPC) solution or via external access to SharePoint and OneDrive instance.
2. No devices other than those explicitly sanctioned by the contracting authority, are permitted to connect to PINS systems.

All staff supplied must be based within the UK.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £15,000,000 (fifteen million pounds sterling).

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CALL-OFF CHARGES

The Charging method(s) Buyer has selected below and which are incorporated into CallOff Schedule 5 (Pricing Details and Expenses Policy):

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) **A combination of two or more of the above Charging methods.**

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

All staff supplied must be based within the UK.

REIMBURSABLE EXPENSES

None – all rates include expenses

PAYMENT METHOD

Electronic transfer - BACS

BUYER'S INVOICE ADDRESS:

Invoices must be sent electronically to [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[The Planning Inspectorate Environmental Policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/the-planning-inspectorate-environmental-policy)

BUYER'S SECURITY POLICY

Provided with this Order Form under Special Terms

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER’S CONTRACT MANAGER

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

PROGRESS REPORT FREQUENCY

Statement of work: as detailed in each individual statement of work, typically weekly summary reporting with end of SOW report for sign off

Quarterly report: Quarterly report to be presented every quarter from the contract start date

PROGRESS MEETING FREQUENCY

Meeting frequency: Quarterly on the first Working Day of each quarter The following meetings, including but not limited to, will take place:

Meeting	Frequency
Account Management	Weekly
Balance Scorecard / KPI Scoring & Review	Monthly
End of SoW review	Within 7 days of end of SOW
Strategic Supplier Relationship (SRO)	Quarterly

KEY STAFF

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted] **SUBCONTRACTOR(S)** N/A

COMMERCIALLY SENSITIVE INFORMATION

[Redacted]

MATERIAL KPIS

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

Material KPis	Target	Measured by
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Performance to Pay	98%	Monthly scoring of Balanced Score Card
People (Resourcing)	98%	Monthly scoring of Balanced Score Card
People in Place (Delivery)	98%	Monthly scoring of Balanced Score Card
Risk Identification & Mitigation	98%	Monthly scoring of Balanced Score Card
Governance	98%	Monthly scoring of Balanced Score Card

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

See Special Term 5

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.

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.

Framework Ref: RM6263
Call Off Ref: 17.2.1207
Annex 1
Statement of Work Template

For and on			
	Signed by:		Signed by:
		Date:	

Version 1.1