

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

Order Form

CALL-OFF REFERENCE:	GC3770
THE BUYER:	Department for Science, Innovation and Technology – Geospatial Commission
BUYER ADDRESS	22-26 Whitehall, London, United Kingdom SW1A 2EG
THE SUPPLIER:	AtkinsRéalis UK Ltd
SUPPLIER ADDRESS:	Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW
REGISTRATION NUMBER:	00688424
DUNS NUMBER:	288490519
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th September 2024.

It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S):

Lot 1 - Design, Build and Run Professional Services

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) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence (save where indicated otherwise in the relevant Schedule):
 - Joint Schedules for RM6195
 - 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 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **GC3770**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6195
6. Call-Off Schedule 4 (Call-Off Proposal) as long as any parts of the Call-Off Proposal 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

Joint Schedule 1 (Definitions): the definition “Call-Off Tender” shall be deleted and replaced with the following definition:

“Call-Off Proposal” the proposal submitted by the Supplier and set out in Call-Off Schedule 4 (Call-Off Proposal)

and all other references to “Call-Off Tender” in the Call-Off Contract shall be deleted and replaced with “Call-Off Proposal”.

Special Term 2

CCS Core Terms (version 3.0.11): Clause 10.1.2 shall be deleted and replaced with the following:

“Clause 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 1 Month’s written notice before the Contract expires.”

Special Term 3

Call-Off Schedule 4 (Call-Off Tender): This Call-Off Schedule shall be renamed Call-Off Schedule 4 (Call-Off Proposal).

Special Term 4

The Supplier shall ensure that each Key Sub-contract shall include a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority or any Replacement Supplier, upon written request from the Authority, without restriction including (but not limited to):

- there will be no requirement to obtain any consent or approval from the Supplier or the Sub-contractor); and
- no additional payment by the Authority to the Supplier or Subcontractor.

CALL-OFF START DATE: 1st October 2024

CALL-OFF EXPIRY DATE: 31st March 2025

CALL-OFF INITIAL PERIOD: 6 months

CALL-OFF OPTIONAL EXTENSION PERIOD : 6 months + 6 months + 6 months

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 **REDACTED TEXT under FOIA Section 43, Commercial Interests**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

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

The payment profile for this Call-Off Contract is monthly in arrears.

The Buyer will pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, including a detailed breakdown of Deliverables which have been delivered. The Invoice must contain the PO number related to this contract, to be provided by the Buyer. Please also ensure the valid invoice is submitted in line with stated procedures.

BUYER'S INVOICE ADDRESS

FAO: ap@uksbs.gov.uk

Department for Science, Innovation and Technology

UK SBS Queensway House

West Precinct Billingham

TS23 2NF

BEFORE ISSUING TO UKSBS, a copy of the invoice should be emailed to:

REDACTED TEXT under FOIA Section 40, Personal Information

A Purchase Order number will be sent to the Supplier in due course.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Please find at:

<https://assets.publishing.service.gov.uk/media/64a6d9c1c531eb000c64fffa/environmental-improvement-plan-2023.pdf>

BUYER'S SECURITY POLICY

Please find at: <https://www.gov.uk/government/publications/security-policyframework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the second Working Thursday of each calendar month (NUAR Programme Board)

PROGRESS MEETING FREQUENCY

On the second Working Thursday of each calendar month (NUAR Contract Management Board)

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information

Trinity Bridge House, Salford. M3 5DS

REDACTED TEXT under FOIA Section 40, Personal Information

Trinity Bridge House, Salford. M3 5DS

REDACTED TEXT under FOIA Section 40, Personal Information

22 Whitehall Place, London, United Kingdom SW1A 2EG

KEY SUBCONTRACTOR(S)

1Spatial Group Ltd
Ordnance Survey GB

COMMERCIALLY SENSITIVE INFORMATION

Section 8 - 'Commercial Matters' of Call Off Schedule 4 (Call Off Proposal)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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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 20 (Call-Off Specification)

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:	Director	Role:	Commercial Deputy Director
Date:	27/09/2024	Date:	27/09/2024