

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

## Order Form

CALL-OFF REFERENCE: **prj\_765**

THE BUYER: **Department for Business, Energy & Industrial Strategy**

BUYER ADDRESS: **1 Victoria Street, London, SW1H 0ET.**

THE SUPPLIER: **Veran Performance Limited**

SUPPLIER ADDRESS: **17 Manor Road, East Molesey, Surrey, England, KT8 9JU**

REGISTRATION NUMBER: **Companies House: 08000897**

DUNS NUMBER: **21-830-5484**

<b>Call-Off Start Date:</b>	23/12/2022
<b>Call -Off End Date:</b>	22/12/2024
<b>Call-Off Initial Period:</b>	2 years
<b>Call-Off Extension Period:</b>	1 year
<b>Minimum Notice Period for Extensions:</b>	30 days
<b>Maximum Call-Off Contract Value:</b>	Up to £6.5m
<b>Call-Off Deliverables</b>	See details in Call-Off Schedule 20 (Call-Off Specification)

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/12/2022. It's issued under the Framework Contract with the reference number RM6193 for the provision of Software Design and Implementation 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) RM6193
3. The following Schedules in equal order of precedence:
  - **Joint Schedules for RM6193**
    - 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)
  - **Call-Off Schedules for RM6193**
    - 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 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - [Call-Off Schedule 14 (Service Levels) ]
    - [Call-Off Schedule 15 (Call-Off Contract Management) ]
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6193

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:



BEIS Standard Terms  
& Conditions.docx

## 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:

<https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>

<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

## 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 £4,000,000

## CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

## REIMBURSABLE EXPENSES

Attendance at Contract Review meetings with an Account Manager (or designated Senior) shall be at the Supplier's own expense.

The base location for this opportunity is London. Primary work location will not attract expenses.

For meetings outside of London, the supplier may recover travel costs on the basis of travel and subsistence rates applicable to The Authority and in line with the Authority's Expenses Policy.



BEIS Expense Policy  
for Contractors.pdf

## PAYMENT METHOD

BACS monthly in arrears on successful completion of milestones/deliverables

## BUYER'S INVOICE ADDRESS:

The electronic PDF invoice shall be emailed to:

CC:

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

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### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Matrix SRO  
[REDACTED]

### BUYER'S ENVIRONMENTAL POLICY



### BUYER'S SECURITY POLICY

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

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Director  
[REDACTED]

1.2.2 The Leather Market, London Bridge, London SE1 3ER

### SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
Commercial Director  
[REDACTED]

1.2.1 The Leather Market, Western Street, London, SE1 3ER

### PROGRESS REPORT FREQUENCY

Fortnightly – Dates to be agreed during mobilisation.

### PROGRESS MEETING FREQUENCY

Fortnightly initially – dates to be agreed during mobilisation. This may be changed during the contract period with agreement from both parties.

### KEY STAFF

[REDACTED] – Matrix Programme Director – [REDACTED]  
[REDACTED] – Head of Matrix Commercial - [REDACTED]

[REDACTED] – Account Director – [REDACTED]  
[REDACTED] – Programme Director - [REDACTED]  
[REDACTED] – Commercial Director - [REDACTED]

### KEY SUBCONTRACTOR(S)

None

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**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's written proposal

Supplier's submitted costings and rate cards

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

**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). The specific details of these commitments are detailed in Call-Off Schedule 20 (Specification).

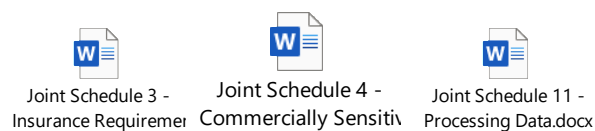
**STATEMENT OF WORKS**

During the Call-Off Contract Period, the Buyer and Supplier will agree and execute 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.

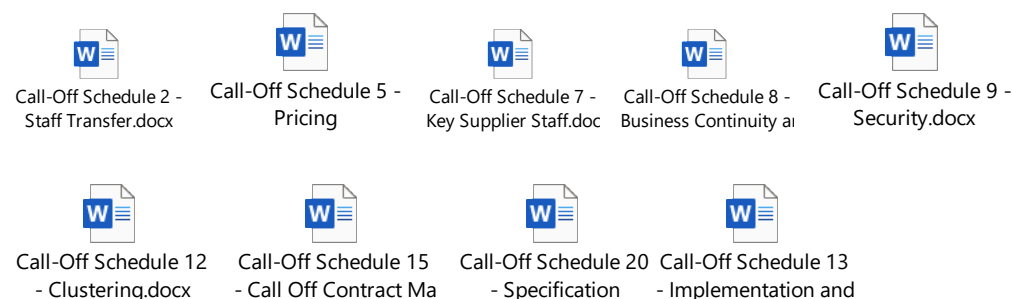
<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	Director	Role:	Programme Director
Date:	23/12/2022	Date:	04/01/2023

## ANNEX 1

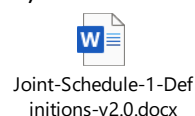
### Amended Joint Schedules



### Amended Call-Off Schedules

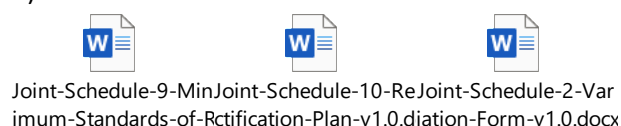


### 2) Joint Schedule



### OTHER SCHEDULES

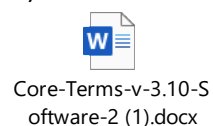
### 3) Joint Schedules



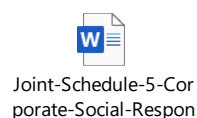
### Call off Schedules



### 4)



### 5)



## **ANNEX 2**

### **Statement of work template**



Statement of Work  
Template.docx