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Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: RC-CPU-22-121

Call-Off Title: Renfrewshire.gov.uk Alpha phase

Call-Off Contract Description: Renfrewshire Council wants to conduct an Alpha phase for Renfrewshire.gov.uk. We are looking for a digital agency to carry out specific research, modelling, and design activities that are aligned with a mobile-first, content-first, and object-first approach.

The Buyer: The Renfrewshire Council

Buyer Address: Renfrewshire House, Cotton Street, Paisley, Renfrewshire, PA1 1WB

The Supplier: [Insert name of Supplier]

Supplier Address: [Insert registered address (if registered)]

Registration Number: [Insert registration number (if registered)]

DUNS Number: [Insert if known]

SID4GOV ID: [Insert if known]

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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.

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, Statement of Work 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**

Lot 1 Digital Outcomes

### **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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 19 (Scottish Law)
  - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:**

Call-Off Schedule 2 (Staff Transfer) Part C and E will apply

#### **Special Term 2:**

Call-Off Schedule 19 Scottish Law

Paragraph 5 of Call-Off Schedule 19 to be deleted and substituted with:

Where legislation applicable to Local Authorities in both England and Wales is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.

#### References to Legislation

Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.

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**Special Term 3:**

Joint Schedule 3 – Insurance Requirements

Clause 1.4 has been added

Statutory third party motor vehicle cover

Evidenced by way of a valid MV certificate in the company name, OR, where there is no fleet and employees use their own vehicles instead, a letter signed by a person of appropriate authority confirming that the consultancy has “ongoing arrangements in place to ensure that employees' vehicles are appropriately insured and maintained for business purposes or public transportation will be used.

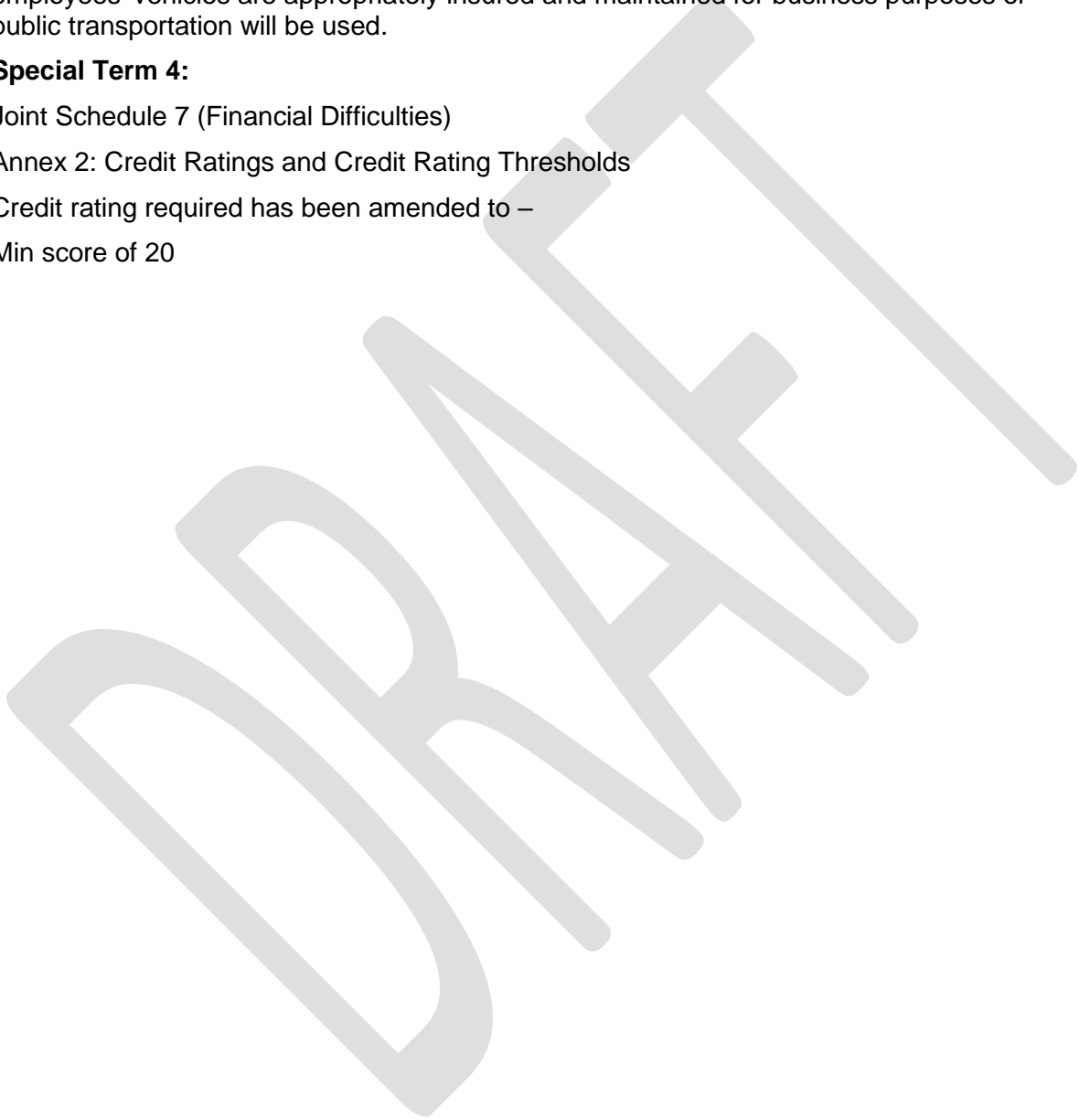
**Special Term 4:**

Joint Schedule 7 (Financial Difficulties)

Annex 2: Credit Ratings and Credit Rating Thresholds

Credit rating required has been amended to –

Min score of 20



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Call-Off Start Date: **[Insert Day Month Year]**

Call-Off Expiry Date: **[Insert Day Month Year]**

Call-Off Initial Period: **[Insert Years, Months]**

Call-Off Optional Extension Period: **[Insert Year(s), Month(s)]**

Minimum Notice Period for Extensions: **[Insert Month(s)]**

Call-Off Contract Value: **[Insert Contract value]**

### **Call-Off Deliverables**

**[Buyer guidance: complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

**[Option A:** [Name of Deliverable] [Quantity] [Delivery date] [Location] [Details]]

**[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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

**[Insert Buyer's additional Standards].**

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR 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.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

### **Call-Off Charges**

**[Buyer guidance:** Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

1 Capped Time and Materials (CTM)

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)] [None]

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### **Payment Method**

The payment method for this Call-Off Contract is by in GBP Sterling once an official invoice has been submitted by the Supplier to the Buyer. All payment on receipt of a valid invoice and should exclude VAT. All invoices must include a valid purchase order and the contract reference: RC-CPU-22-121. The payment profile for this Call-Off Contract will be monthly in arrears for time spent.

### **Buyer's Invoice Address**

Creditors Section, Finance and Resource  
Renfrewshire House,  
2ND Floor, Cotton Street  
Paisley  
PA1 1WB

### **Buyer's Authorised Representative**

[Insert name]

[Insert role]

[Insert phone]

[Insert email address]

[Insert address]

### **Buyer's Environmental Policy**

[Insert details [Document name] [version] [date] [available online at:]]

or insert: [Appended at Call-Off Schedule X]]

Buyer's Security Policy

[Insert details [Document name] [version] [date] [available online at:]]

or insert: [Appended at Call-Off Schedule 9 (Security)]]

### **Supplier's Authorised Representative**

[Insert name]

[Insert role]

[Insert phone]

[Insert email address]

[Insert address]

### **Supplier's Contract Manager**

[Insert name]

[Insert role]

[Insert phone]

[Insert email address]

[Insert address]

### **Progress Report Frequency**

[Insert report frequency: On the first Working Day of each calendar month]

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**Progress Meeting Frequency**

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

**Key Staff**

[Repeat as necessary:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

[Insert contract details]

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

**Key Subcontractor(s)**

[Insert name (registered name if registered)]

**Commercially Sensitive Information**

[Insert Not applicable or insert Supplier's Commercially Sensitive Information]

**Balanced Scorecard**

[Insert See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**Material KPIs**

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

Material KPIs	Target	Measured by

**Additional Insurances**

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

Statutory third party motor vehicle cover

Evidenced by way of a valid MV certificate in the company name, OR, where there is no fleet and employees use their own vehicles instead, a letter signed by a person of appropriate authority confirming that the consultancy has "ongoing arrangements in place to ensure that employees' vehicles are appropriately insured and maintained for business purposes or public transportation will be used.

**Guarantee**

Not applicable

**Social Value Commitment**

[Insert Not applicable] [Or insert The Supplier agrees, in providing the Deliverables and



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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)]

**For and on behalf of the Supplier:**

Signature:

Name:

Role:

Date:

**For and on behalf of the Buyer:**

Signature:

Name:

Role:

Date:

[**Buyer guidance:** execution by seal / deed where required by the Buyer]

