



Crown
Commercial
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

Call-Off Reference: PROC 406-2022

Call-Off Title: CMA Funerals Order and SAU Public Authority Webform Development Programme

Call-Off Contract Description:

To provide development resources for the CMA Funeral Order Notice and Subsidy Advice Unit (SAU) Public Authority Portal projects. The supplier is to provide resources to simultaneously deliver both projects during 2022.

The Buyer: The Competition and Markets Authority

Buyer Address: The Cabot, 25 Cabot Square, London
E14 4QZ

The Supplier: Deltascheme Limited

Supplier Address: 45 Moorfields, Moorgate, London,
EC2Y 9AE
Registration Number: 02013681

DUNS

Number:

SID4GOV ID:

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 20th June 2022.

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

- 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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:

Not used

Call-Off Start Date: 20th June 2022

Call-Off Expiry Date: 20th February
2024

Call-Off Initial Period: 18 Months

Call-Off Optional Extension Period: 4 Month(s)

Minimum Notice Period for Extensions: 14 Days

Call-Off Contract Value: £197,300

Call-Off Deliverables

The selected Supplier will be expected to provide development resources to deliver several deliverables on the CMA project pipeline, specifically the Funerals Order and Subsidy Advice Unit (SAU) projects.

CMA would expect the selected supplier to simultaneously deliver the two projects with differing expected delivery dates.

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).

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £197,300 Estimated Charges in the first 12 months of the Contract.

Call-Off Charges

1 £197,300

Pricing Summary

- 2 Capped Time and Materials (CTM). As defined in section 1.3 the Call-Off Schedule 5 Pricing Details and Expenses Policy) of the Digital Outcomes and Specialists 5 (RM1043.7) Framework.

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

Expenses to be charged at £40.00 per day for each man-day worked at CMA offices in London.

Payment Method

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

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
All invoices must include:

- A description of the work undertaken during the stated invoicing period along with a breakdown of costs; and
- A purchase order reference.

All invoices must be sent electronically, quoting a valid purchase order number, to: CMA Accounts Payable at the following email address: invoices@cma.gov.uk. In the event of a query regarding an outstanding payment you should contact CMA's Finance Team either by email to: Finance.Team@cma.gov.uk or by telephone on 0203 738 6144/6617. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with a unique PO number.

You must be in receipt of a valid PO number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Buyer's Invoice Address

The Finance Team

0208 738 6003

invoices@cma.gov.uk

The Cabot, 25 Cabot Square, London E14 4QZ

Buyer's Authorised Representatives:

The Cabot, 25 Cabot Square, London E14 4QZ

Buyer's Environmental Policy

N/A

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

Deltascheme Limited
45 Moorfields
Moorgate
London
EC2Y 9AE

Supplier's Contract Manager

As above

Progress Report Frequency

On the first Working Day and ongoing as required. **Progress Meeting Frequency**

Ongoing as required.

Key Staff

(Key resource 'pool' shown below. Details of actual assignment to the project to be determined in conjunction with CMA during planning)

Worker Engagement Route outside IR35. No requirement to issue a Status Determination Statement.

Key Subcontractor(s)

N/A

Commercially Sensitive Information

N/A

Balanced Scorecard

N/A

Material KPIs

Not Used

Material KPIs	Target	Measured by
Not Used	Not Used	Not Used

Additional Insurances

In accordance with Joint Schedule 3 (Insurance Requirements)]

Guarantee

Not applicable

Social Value Commitment

N/A

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.

For and on behalf of the Supplier:

Signature:

Name:

For and on behalf of the Buyer:

Signature:

Name:

Appendix 1: First Statement(s) of Works

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

1 Statement of Works (SOW) Details: CMA Funerals Order and SAU Public Authority Webform Development Programme

The Supplier will be expected to provide development resources to deliver several deliverables on the CMA project pipeline, specifically the Funerals Order and Subsidy Advice Unit (SAU) projects as well as potentially other works for other related CMA activities.

CMA would expect the selected supplier to simultaneously deliver the two projects with differing expected delivery dates. The Funerals Order Notice webform is to be delivered in March 2023 and the Subsidy Advice Public Authority Portal by October 2022, subject to review after discovery workshops.

To be delivered in accordance with the proposal submitted by Deltascheme Ltd, entitled 'CMA Funerals Order and SAU Public Authority Webform Development Programme', dated 1 June 2022, in response to the Competition and Markets Authority PROC 406 - 2022 opportunity, published on the Digital Outcomes and Specialists 5 (RM1043.7) Framework portal.

Annex 1**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • Processing permitted solely for the purpose of performance of the contract
Duration of the Processing	For the duration of the contract, from the 20 th June 2022 – 20 th February 2024 plus any extension if exercised.
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc and by statutory obligation.
Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc, members of the public.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Data to be securely destroyed upon termination of the contract.