

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

Order Form

CALL-OFF REFERENCE:	CON_23849
CALL-OFF TITLE:	Provision of Enterprise Architecture Centre as a managed Service
CALL-OFF CONTRACT DESCRIPTION:	Provision of Enterprise Architecture as a managed Service. Deliverables will be defined in Statements of Work to be delivered as a Managed Service.
THE BUYER:	The Lord Chancellor acting as part of the Crown
BUYER ADDRESS	102 Petty France London SW1H 9AJ United Kingdom
THE SUPPLIER:	PA Consulting Services Limited
SUPPLIER ADDRESS:	10 Bressenden Place, London, SW1E 5DN, United Kingdom
REGISTRATION NUMBER:	00414220
DUNS NUMBER:	211000617
SID4GOV ID:	211000617

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st May 2024.

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.

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).

It is anticipated that majority work undertaken under the Service will fall in scope Service Provision 1: DevOps Services as described in Framework Schedule 1 ("Specification") although the Buyer reserves the right to call off Deliverables that span any of the 5 Service Provisions set out in Framework Schedule 1:

[REDACTED]

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):

[REDACTED]

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:

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

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- Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information) – the Supplier’s commercially sensitive information is set out in this Order Form
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - 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) – Parts C, D and E only
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Part B (Long Form Security Requirements)
 - Call-Off Schedule 10 (Exit Management) - The default timescales set out in Paragraph 4.4 shall apply. References to “Key Subcontractor” shall be retained in the definitions of “Exclusive Assets” and “Non-Exclusive Assets”
 - Call-Off Schedule 13 (Implementation Plan and Testing) - For the purposes of Paragraph 2.1 of Schedule 13, the Supplier shall provide a further draft Implementation Plan 30 days after the Call-Off Contract Start Date
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard) – the service levels are those set out in this Order Form
 - 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 (Secondment Agreement Template)

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: None

CALL-OFF START DATE:	01/05/2024
CALL-OFF EXPIRY DATE:	30/04/2025
CALL-OFF INITIAL PERIOD:	1 Year, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	1 Year + 1 year
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	2 months
CALL-OFF CONTRACT VALUE:	Up to £7,500,000.00
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

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).

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

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Ministry of Justice and the environment - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

None

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

BALANCED SCORECARD

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

MATERIAL KPIs

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

[TBD]

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)]

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:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

Appendix 1

[REDACTED]

ANNEX 1

Annex 1 (Template Statement of Work)

[REDACTED]

ANNEX 1

[REDACTED]