

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

Order Form

CALL-OFF REFERENCE: PROC 898-2024

CALL OFF TITLE: New Litigation System

THE BUYER: Competition and Markets Authority

BUYER ADDRESS: Competition and Markets Authority
The Cabot,
25 Cabot Square,
London,
E14 4QZ

THE SUPPLIER: Oyster Information Management Solutions Limited

SUPPLIER ADDRESS: S2 Mill House Centre, 108 Commercial
Road, Totton,
Southampton
SO40 3AE

REGISTRATION NUMBER: 04938980

DUNS NUMBER: 736797312

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24th January 2025.

It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot	Supplier accreditations required for the Lot
Lot 1 – Business Applications	Cyber Essentials

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) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 Corporate Social Responsibility
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6259
 - 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 11 (Installation Works)
 - 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)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
7. Call-Off Schedule 24 (Supplier-Furnished Terms)
8. Call-Off Schedule 4 (Call-Off Tender & Clarifications) 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 no. 1: The entirety of Sections 5 – 8 of Annex 8 to CMA's Supplementary Terms:

As provided in the Invitation to Tender, issued by the Buyer 15th November 2024:

- Annex 8, Section 5 (Information Security)
- Annex 8, Section 6 (Supplementary Terms and Conditions of Contract)
- Annex 8, Section 7 (Confidentiality and Security Requirements)
- Annex 8, Section 8 (Confidentiality Undertaking)
- Annex 8, Section 9 (Conflicts of Interest)

CALL-OFF

START DATE: 29th January 2025

CALL-OFF EXPIRY DATE: 29th April 2028

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD:

3 x 1 year extension options (3+1+1+1) to be taken solely at the CMA's discretion.

Minimum Notice Period for Extensions: 3 Months from the end of the current term.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification), and (Call-Off Schedule 13) Annex 1 - Implementation Plan

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

The Buyer requires the Supplier to provide a Cyber Essentials 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 shall be as stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charge used to calculate liability in the first Contract Year is £150,000.

CALL-OFF CHARGES

For the avoidance of doubt, the overall contract value is £354,464.30, including variable spend for data migration (excluding VAT).



Full pricing is detailed within Call Off Schedule 5.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 of Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES

As agreed in the applicable Statement of Work, travel and subsistence will not be chargeable for remote work and when it is applicable shall not apply to work done within Greater London. Any travel and subsistence, where applicable, shall be subject CMA's Travel policy as detailed in Annex 10.

PAYMENT METHOD

The frequency of invoicing is monthly in arrears via BACS and aligned to the Milestone Payments and Call Off Specification.

BUYER'S INVOICE ADDRESS:

Accounts Payable

invoices@cma.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director – Digital and Technology Services

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Business Development Specialist

[REDACTED]

The Loom, 14 Gower's Walk, London, E1 8PY

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Director

[REDACTED]

The Loom, 14 Gower's Walk, London, E1 8PY

PROGRESS REPORT FREQUENCY

Call-Off Schedule 20

- Weekly during the implementation period, unless otherwise agreed between the parties in writing. The form of progress reporting applicable to a SoW shall be agreed in writing between the parties following the start date of the applicable SoW.
- Once the service is fully live then subsequent reporting will be agreed as part of the Operational Board governance.

PROGRESS MEETING FREQUENCY

- Weekly during the implementation period, unless otherwise agreed between the parties in writing in the applicable SoW.
- The Operational Board will be established once the required services are live to ensure the efficient management and use of the service. The Operational Board will meet monthly unless agreed otherwise in writing between the parties.

KEY SUBCONTRACTOR: Leagalytics

COMMERCIALLY SENSITIVE INFORMATION

Joint Call-Off Schedule 24 – Commercially Sensitive Information

SERVICE CREDITS

Call-Off Schedule 14 (Service Levels)

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Call-Off Schedule 4 (Call Off Tender & Clarifications), response question 6.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director	Role:	Chief Operating Officer
Date:	28/01/2025	Date:	24 January 2025