**DPS Schedule 6 (Order Form Template and Order**

**Schedules)**

**Order Form**

|  |  |
| --- | --- |
| ORDER REFERENCE:   | 712095450 - DInfoCom0273 |
| THE BUYER:   | D Info Commercial |
| BUYER ADDRESS   | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| THE SUPPLIER:  | Actica Consulting Ltd  |
| SUPPLIER ADDRESS: | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| REGISTRATION NUMBER: | XXXXXXX |
| DUNS NUMBER:  | XXXXXXXX |

DPS SUPPLIER REGISTRATION SERVICE ID:TBC

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 18 July 2024.

It’s issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY:

Security Architecture Compliance (SAC) as a Service

Reference: 51686

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. The following Schedules in order.
3. Joint Schedules:
* Joint Schedule 1 (Definitions and Interpretation)
* 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)

4. Order Schedules

* Order Schedule 1 (Transparency Reports)
* Order Schedule 2 (Staff Transfer)
* Order Schedule 4 (Order Tender)
* Order Schedule 5 (Pricing Details)
* Order Schedule 6 (ICT Services)
* Order Schedule 7 (Key Supplier Staff)
* Order Schedule 8 (Business Continuity and Disaster Recovery)
* Order Schedule 9 (Security)
* Order Schedule 10 (Exit Management)
* Order Schedule 13 (Implementation Plan and Testing)
* Order Schedule 14 (Service Levels)
* Order Schedule 15 (Order Contract Management)
* Order Schedule 17 (MOD Terms)
* Order Schedule 18 (Background Checks)
* Order Schedule 20 (Order Specification)

5. CCS Core Terms (DPS version)

6. Annexes A & B to Order Schedule 6

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
2. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
3. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ORDER START DATE: 02 September 2024

ORDER EXPIRY DATE: 01 September 2026

ORDER INITIAL PERIOD: 24 months

ORDER OPTIONAL EXTENSION 12 months

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order 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 isXXXXXXXXXX

ORDER CHARGES

|  |  |
| --- | --- |
| **Maximum Core Amount to utilise resources as and when required:**  | **Core:** XXXXXXXXXXXX  **XXXXXXXXXXXXXXX****XXXXXXXXXXX** |
| **Maximum Option Period Amount to utilise resources as and when required:**  | **XXXXXXXXXXXX**  |
| **Charging Method:**  | Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Order Schedule 5 (Pricing Details).  |

See further details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

CP&F

|  |  |
| --- | --- |
| **Invoice frequency**:  | Monthly in arrears in accordance with Monthly Statement of Work. |
| **Invoice information required:**   | **To be submitted through Exostar:** • Contract reference,  • PO reference,  • Work undertaken  • Number of resources,  • Number of days,  • Day rate • UIN against associated requirement  |

BUYER’S INVOICE ADDRESS:

XXXXXXXXXXXXX

XXXXXXXXXXXXX

XXXXXXXXXX

BUYER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXX

XXXXXXXXXXXXXX

XXXXXXXXXX

BUYER’S ENVIRONMENTAL POLICY

N/A

BUYER’S SECURITY POLICY

Appended at Order Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXX

XXXXXXXXXXX

XXXXXXXXX

XXXXXXXXX

SUPPLIER’S CONTRACT MANAGER

XXXXXXXXX

XXXXXXXXX

XXXXXXX

XXXXXXXX

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

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

KEY SUBCONTRACTOR(S)

XXXXXXXXXXXXXXXXXXX

COMMERCIALLY SENSITIVE INFORMATION

XXXXXXXXXXXXXXXXXXXXXXX

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)]

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |  XXXXXXX | Signature:  | XXXXXXXXX |
| Name:  | XXXXXXXXX | Name:  |  XXXXXXXXXX |
| Role:  |  XXXXXXXXX | Role:  |  XXXXXXXXXX |
| Date:  | XXXXXXX | Date:  |  XXXXXXXX.  |