

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

Order Form

CALL-OFF REFERENCE: **GLD 014 2023 eDisclosure Services**
REDACTED Anthony Wilson and Others

THE BUYER: **Government Legal Department**

BUYER ADDRESS **102 Petty France, Westminster, London**
SW1H 9GL

THE SUPPLIER: **REDACTED**

SUPPLIER ADDRESS: **REDACTED**

REGISTRATION NUMBER:

DUNS NUMBER: **REDACTED**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **31 May 2023**

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It's issued under the Framework Contract with the reference number **RM6336** for the provision of eDisclosure and Review Services.

CALL-OFF LOT(S):
Lot 2 End to End Service

CALL-OFF INCORPORATED TERMS

This is a Gold Contract

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) RM6336
3. Framework Special
4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6336** framework reference number
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **GLD 014 2023** Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - 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)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6336
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.

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

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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

1.0 SERVICE CREDITS:

Additional requirement:

In relation to availability of the eDisclosure review platform, a Critical Service Level Failure shall comprise the system not being available 98% of the time during core working hours (08:00 - 18:00 Monday - Friday) and 95% at all other times for a cumulative total of more than 8 instances accumulated in any three (3) Month period, or 16 instances in any rolling twelve (12) Month period, **excluding planned maintenance which will take place from 5.30 pm on Saturdays to 5.30 pm on Sundays**

CALL-OFF START DATE: 31 May 2023

CALL-OFF EXPIRY DATE: 26 October 2024

CALL-OFF INITIAL PERIOD: 18 Months

The Contract term is **18** months or until 26 October 2024 whichever is later, with an option to extend for a maximum of 24 further months in 12-month increments. For the avoidance of doubt, the Contracting Authority does not guarantee any volume of work.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off 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 is **REDACTED** in the first 12 months of the Contract.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

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All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Call-Off Contract is a BACS payment monthly. Invoices must be addressed to the GLD and be sent, quoting GLD's reference number **REDACTED** either by post or by e-mail.

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within thirty (30) days of receipt of a valid invoice. In order to be valid, invoices will only be accepted in PDF format and must show a breakdown of fees including the VAT Rate if applicable. It should be presented on your company's letterhead with contact details and instructions on how to make payment. GLD pay suppliers by BACS for security purposes.

To avoid delay in payment it is important that the invoice is compliant and that it includes GLD's reference number for each client department and the details (name and telephone number) of your Supplier contact (i.e., Contract Manager). Non-compliant invoices will be sent back to the Supplier which may lead to a delay in payment.

If you have a query regarding an outstanding payment then please contact GLD's Accounts Payable team either by e-mail to **REDACTED** or by telephone on **REDACTED** between 09:00 a.m. and 17:00 p.m. Monday to Friday.

All invoices must also include appropriate information for a VAT invoice as defined by Her Majesty's Revenue and Customs (HMRC).

BUYER'S INVOICE ADDRESS:

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

Government Legal Department
102 Petty France
Westminster
London SW1H 9GL

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

REDACTED

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

REDACTED

REDACTED

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

In relation to the processing of data, a Critical Service Level Failure shall comprise a failure to process electronic material within 5 working days from receipt or hard copy within 5 working days of receipt.

In relation to availability of the eDisclosure review platform, a Critical Service Level Failure shall comprise the system not being available 98% of the time during core working hours (08:00 - 18:00 Monday - Friday) and 95% at all other times for a cumulative total of more than 8 instances accumulated in any three (3) Month period, or 16 instances in any rolling twelve (12) Month period. *please see special terms section.*

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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)]

The Government Legal Department (GLD) has a strong commitment to equality and diversity. Suppliers are required to support and encourage employment and skills development opportunities through the performance of this Contract, with specific focus on opportunities for priority groups, including (but not limited to):

- People with disabilities
- Ex-offenders
- Ethnic Minorities
- Long term unemployed

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