



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: 1799 – Proc 461-2022

Call-Off Title: Future Corporate Systems Delivery Manger

Call-Off Contract Description: A Delivery Manager for CMA's Future Corporate Systems project which will decide and implement the future ERP capability which aligns to the Cabinet Office's Shared Services strategy. This contract will then onboard, and manage, a strategic ERP partner to deliver the review and implementation of the project.

The Buyer: CMA

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

The Supplier: Access Computer Consulting

Supplier Address: Access House, 25-29 Church Street, Basingstoke, RG21 7QQ

Registration Number: 3239279

[REDACTED]

[REDACTED]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13/10/2022.

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 2, Digital Specialists

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)

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 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 applicable

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Call-Off Start Date: 24/10/2022

Call-Off Expiry Date: 23/10/2024

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 6 Month(s)

Minimum Notice Period for Extensions: 3 Months

Call-Off Contract Value: £380,250

Call-Off Deliverables

Option B: 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 referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

Not applicable

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 £190,125

Call-Off Charges

Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

1 Time and Materials (T&M)

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

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

Monthly in arrears. All invoices must quote a valid Purchase Order (PO) reference and set out number of days and outputs delivered during the respective invoicing period.

Invoices should be addressed to Accounts Payable(see below) but should also quote David Moss who is the Project Director for this.

Buyer's Invoice Address

Accounts Payable

invoices@cma.gov.uk

Buyer's Authorised Representative

[REDACTED]
[REDACTED]
[REDACTED]

Buyer's Environmental Policy

Not applicable

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

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

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Key Staff

[REDACTED]
[REDACTED]
[REDACTED]

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

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

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by

Additional Insurances

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

Not applicable

Social Value Commitment

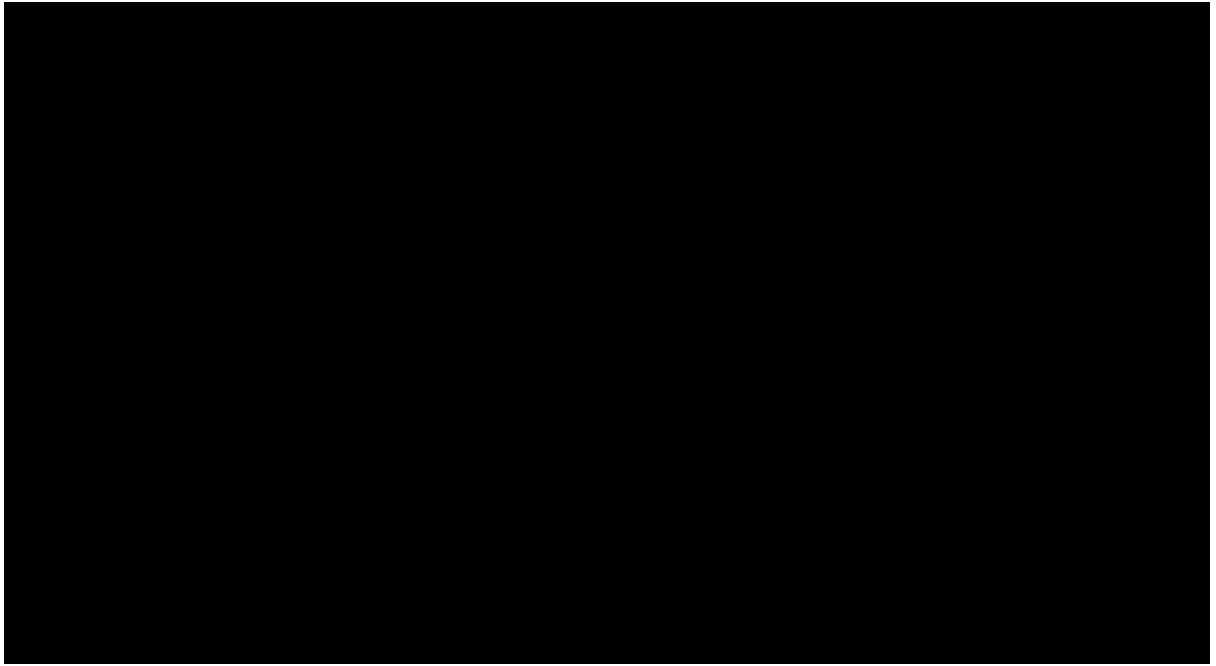
Not applicable

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:

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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 Parties are Independent Controllers of Personal Data. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller • Employment history, Eligibility of right to work; proof of identity; company bank details; Incorporation information and references for all Supplier Personnel for which the Supplier is the controller • Outcomes to security/right to work checks carried out by the Supplier to onboard or place a candidate with the buyer for business administrative purposes.
Duration of the Processing	For the Duration of the contract.
Nature and purposes of the Processing	The nature of Processing the data of the Supplier Personnel is for employment screening and subsequent assessment of their eligibility to carry out the required work. In addition, banking details are required to enable payment of fees due to the Supplier Personnel for work performed.
Type of Personal Data	Name, address, date of birth, NI number, telephone number, bank details, email address, identification documentation, curriculum vitae, reference information / proof of employment
Categories of Data Subject	Staff
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve	Data is required to be stored by law up to seven years after completion of assignment

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that type of data	
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