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Order Form

CALL-OFF REFERENCE:	PROC 669-2023
CALL-OFF TITLE:	Change Delivery Project Partner
CALL-OFF CONTRACT DESCRIPTION:	CMA is seeking to appoint a delivery partner who will provide project delivery services for CMAs change projects and any of Digital Data and Technology Profession (DDAT) roles which might be needed to work with CMA's IT Business Solution team.
THE BUYER:	Competition and Markets Authority (CMA)
BUYER ADDRESS	The Cabot, 25 Cabot Square, London, E14 4QZ
THE SUPPLIER:	Astraeus Consulting Ltd
SUPPLIER ADDRESS:	Castle Chambers, 87a High Street, Berkhamsted, Hertfordshire HP4 2DF
REGISTRATION NUMBER:	10483595
DUNS NUMBER:	222212688
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15 November 2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

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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)).

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):

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263 ○ Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - ~~Joint Schedule 6 (Key Subcontractors)~~
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
5. Call-Off Schedules for RM6263
 - 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 Deliveries)
 - 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)

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- Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
6. CCS Core Terms (version 3.0.11)
 7. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 8. 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:

N/A

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CALL-OFF START DATE:	01 December 2023
CALL-OFF EXPIRY DATE:	03 December 2024
CALL-OFF INITIAL PERIOD:	1 year 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	1x 12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	Estimated £900,000
KEY SUB-CONTRACT PRICE:	100%

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: N/A

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

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 £900,000.

CALL-OFF CHARGES

The call off is based on firm rates and not based on combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details

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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
N/A

PAYMENT METHOD
The frequency of invoicing is monthly in arrears via BACS

All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO referenced.

BUYER’S INVOICE ADDRESS:
Accounts Payable
Invoices@cma.gov.uk
0203 738 6000

BUYER’S AUTHORISED REPRESENTATIVE
[Redacted]

BUYER’S ENVIRONMENTAL POLICY
Not applicable

BUYER’S SECURITY POLICY
Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE
[Redacted]

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SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Bi-weekly emailed to CMA PMO by Monday by 10am

PROGRESS MEETING FREQUENCY Meet

Bi-weekly.

Key Staff:

[REDACTED]

[REDACTED]

Worker Engagement Status is outside IR35 and there is not a requirement to issue a Status Determination Statement.

KEY SUBCONTRACTOR(S) N/A

COMMERCIALLY SENSITIVE INFORMATION

All information provided in Astraeus' submission for this tender process is commercially sensitive information and intellectual property of the business. This should therefore not be shared with any other party. That includes our delivery methodology, pricing, case studies and reference contacts nominated.

BALANCED SCORECARD

N/A

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MATERIAL KPIs

N/A

CREDITS

N/A

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the CallOff Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (CallOff 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 there in 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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].

Appendix 1

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	

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Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

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Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01												
MS02												
Delivery Plan												
Dependencies												
Supplier Resource Plan												
Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>insert if necessary</i>]</p>											
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>											
SOW Standards	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))]</p>											
Performance Management	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <table><tr><th>Material KPIs</th><th>Target</th><th>Measured by</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>			Material KPIs	Target	Measured by						
Material KPIs	Target	Measured by										
Additional Requirements	<p>Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.</p>											

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Key Supplier Staff	Key Role	Key Staff	Contract Details												
[Indicate: whether there is any requirement to issue a Status Determination Statement]															
Worker Engagement Status	[Yes / No] [Insert details]														
[SOW Reporting Requirements:]	<p>[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <table border="1"> <tr> <th>Ref.</th> <th>Type of Information</th> <th>Which Services does this requirement apply to?</th> <th>Required regularity of Submission</th> </tr> <tr> <td>1.</td> <td colspan="3">[insert]</td> </tr> <tr> <td>1.1</td> <td>[insert]</td> <td>[insert]</td> <td>[insert]</td> </tr> </table>			Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission												
1.	[insert]														
1.1	[insert]	[insert]	[insert]												

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <p><input type="checkbox"/> Time and Materials</p> <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]

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Reimbursable Expenses	<input type="checkbox"/> None
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5. SIGNATURES AND APPROVALS
Agreement of this SOW BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name and title	
	Date Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

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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:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier</i> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together</i> <p>The Parties are Independent Controllers of Personal Data</p> <p>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"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>

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	<ul style="list-style-type: none"> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and</i>
	<p><i>purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>

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Nature and purposes of the Processing	<p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>