



Technology Products & Associated Services (RM6068)

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

**Contract Name: Laboratory Information
Management System (LIMS)**

Contract Ref: C16351

Order Form

CALL-OFF REFERENCE:	C16351
CALL-OFF TITLE:	Laboratory Information Management System (LIMS)
Support & Maintenance.	
THE BUYER:	Secretary of State for Environment, Food and Rural Affairs.
BUYER ADDRESS	DEFRA, [REDACTED]
THE SUPPLIER:	Phoenix Software Limited
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, Surrey
REGISTRATION NUMBER:	02548628
DUNS NUMBER:	763488178
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st of April 2023. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT:

Lot 3: Software & Associated Services

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) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - 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)
 - Call-Off Schedules for C16351 Call-Off reference number
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)

- Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [B]
- Call-Off Schedule 9 (Security) Part [C]
- Call-Off Schedule 10 (Exit Management) Part [B]
- Call-Off Schedule 20 (Call-Off Specification)

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 Annexes A to E Call-Off Schedule 6 (ICT Services)

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

None.

CALL-OFF START DATE:	1 st April 2023
CALL-OFF EXPIRY DATE:	31 st March 2026
CALL-OFF INITIAL PERIOD:	Three (3) Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Not applicable.

CALL-OFF DELIVERABLES

Option A: STARLIMS Standard Annual Maintenance Plan is to be provided. The Part Number is MN-MNS.

The Support and Maintenance plan is required for a 3-year period with support starting 1st April 2023 and support ending on 31st March 2026. The Authorities current licences must be covered by the Support and Maintenance plan and the current held licences are listed below:

- 2 SL-BPC (Batch Processor)
- 100 SL-FCL (Full Concurrent User)
- 50 SL-DCL (Data Concurrent User)
- 6 SL-XFD (XFD)
- 300 SL-MNL (Mobile User)
- 6 SL-MHD (Mobile/HTML5 Designer)

Description of STARLIMS Standard Annual Maintenance Plan (AMP):

“The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable 3-year period. Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to three named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration

or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase”

LOCATION FOR DELIVERY

Not applicable.

DATES FOR DELIVERY OF THE DELIVERABLES

1st April 2023 to 31st March 2026.

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 working days.

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 £77,981.93.

CALL-OFF CHARGES

Option A: The Charges for the Deliverables are as follows:

£77,981.93 for Year 1 STARLIMS Standard Annual Maintenance Plan.

£81,876.03 for Year 2 STARLIMS Standard Annual Maintenance Plan.

£85,964.50 for Year 3 STARLIMS Standard Annual Maintenance Plan.

The Charges will be paid on an annual basis and at the beginning of each of the contract years

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD

BACS Payment.

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Send invoices to:-

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Buyer's Environment Policy (Sustainable ICT Policy) attached:



Sustainability
Clauses for Contract

BUYER'S SECURITY POLICY

The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

The principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and

The Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

Guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

The National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

Government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

The security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Insert report frequency: On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly Meeting with the Senior Sales & Account Manager of StarLIMS UK

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable.

SERVICE CREDITS

Service Credits are to be agreed directly between DEFRA & Starlims to ensure supply chain is not impacted by any proposed service credits, due to the Reseller (Phoenix) working with distribution & CCS framework fee's.

Phoenix would aim to support DEFRA is any service credit claim against Starlims, but will not hold liability should contesting of charges takes place.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

SOCIAL VALUE COMMITMENT

Not applicable.

For and on behalf of the Supplier:

Supplier_Signature

For and on behalf of Buyer:

Buyer_Signature