

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

Order Form

CALL-OFF REFERENCE:	PROC 521-2023
THE BUYER:	Completion and Markets Authority
BUYER ADDRESS	The Cabot, 25 Cabot Square, London, E14 4QZ
THE SUPPLIER:	Probrand Ltd
SUPPLIER ADDRESS:	Northern Assurance Buildings Albert Square, 9-21 Princess Street, Manchester, United Kingdom, M2 4DN
REGISTRATION NUMBER:	2653446
DUNS NUMBER:	769990276
SID4GOV ID:	208848

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24/02/22.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- 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)

Framework Schedule 6

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for PROC 521-2023
 - Call-Off Schedule 6 (ICT Services)
 - CCS Core Terms (version 3.0.6)

4 Joint Schedule 5 (Corporate Social Responsibility) RM6068

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:

None

CALL-OFF START DATE:	01/03/2023
CALL-OFF EXPIRY DATE:	28/02/2024
CALL-OFF INITIAL PERIOD:	1 Year
CALL-OFF OPTIONAL EXTENSION PERIOD	1x 12 months

CALL-OFF DELIVERABLES

- Annual Commitment / Annual Billing

SKU	Product Description	Quantity	Start date	End date
SK163295	Office 365 E5	20	01/03/2023	28/02/2024
SK168967	PowerApps per user plan	6	01/03/2023	28/02/2024
SK163174	Common Data Service File Capacity	100	01/03/2023	28/02/2024

- Monthly Commitment / Monthly Billing

SKU	Product Description	Quantity	Start date	End date
SK168985	Power Automate per user plan	5	23/03/2023	28/02/2024
MSCSPAzure	CSP AZURE*	-	01/03/2023	28/02/2024

** Azure costs have historically been £1,500 per month but will be based on consumption subject to price increases introduced by Microsoft in April 2023.

LOCATION FOR DELIVERY

Not Applicable, online service

DATES FOR DELIVERY OF THE DELIVERABLES

Licenses to be activated by 01/03/2023

TESTING OF DELIVERABLES

Not applicable

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 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: £35,000

CALL-OFF CHARGES

SKU	Product Description	Quantity
SK16329	Office 365 E5	20
SK16896	PowerApps per user plan	6
SK16317	Common Data Service File Capacity	100

- Monthly Commitment / Monthly Billing

SKU	Product Description	Quantity
SK168985	Power Automate per user plan Until 31/03/23)	5
SK168985	Power Automate per user plan (from 01/04/23)*	5
MSCSPAZURE	CSP AZURE*&*	-

* Price subject to Microsoft price changes from 01/04/2023. Pricing can only be confirmed from that point but we have based it on our understanding of Microsoft intentions.

** Price subject to Microsoft price changes from 01/04/2023

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

Not applicable

PAYMENT METHOD

- The frequency of invoicing is described above via BACS
- All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO included.

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

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

11th Floor, Alpha Tower, Birmingham, B1 1TT

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:



For and on behalf of Buyer:

