

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

Order Form

CALL-OFF REFERENCE:	con_8540
THE BUYER:	Education and Skills Funding Agency acting on behalf of the Secretary of State for the Department of Education
BUYER ADDRESS	Sanctuary Buildings Great Smith Street London SW1P 3BT
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW
REGISTRATION NUMBER:	1616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28th May 2021

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)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for con_8540
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security) - Part C
 - Call-Off Schedule 20 – (Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. 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.
7. 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

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 01/06/2021

CALL-OFF EXPIRY DATE: 31/05/2022

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD 12 months

CALL-OFF DELIVERABLES

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

Part Code	Description	Qty	Unit Price (Customer)	Total Price (Customer)	Months
Experian	Experian – Absolute Movers &	1			12

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	Absolute Contacts				
Experian	Experian – Consumer View	1			12
Total Price (£)				£80,388.00	

LOCATION FOR DELIVERY

Not applicable

DATES FOR DELIVERY OF THE DELIVERABLES

As per the timescales agreed at contract award.

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 the duration of any guarantee or warranty period the Supplier has received from the third-party manufacturer or supplier.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Customer from the Call Off commencement Date until the end of the first Call Off Contract Year.

CALL-OFF CHARGES

The Total maximum value for this contract is £80,388.00 ex VAT.

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

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The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment. Licences will be paid up front and the services will be paid via BACS monthly in arrears.

BUYER'S INVOICE ADDRESS:

Education and Skills Funding Agency acting on behalf of the Secretary of State for the Department for Education

AccountingServices.ESFA@education.gov.uk

Accounts Payable

ASC Purchasing,

Cheylesmore House,

Quinton Road,

Coventry,

CV1 2WT.

BUYER'S AUTHORISED REPRESENTATIVE

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

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions. The DfE Security Policy is:

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW

PROGRESS REPORT FREQUENCY

Where applicable, this will be agreed between Buyer and Supplier.

PROGRESS MEETING FREQUENCY

Where applicable, this will be agreed between Buyer and Supplier.

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

Not applicable

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ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

