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

Order Form

CALL-OFF REFERENCE: CCIH23A03

THE BUYER: Cabinet Office, 70 Whitehall

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: Phoenix Software

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER: 02548628

DUNS NUMBER: 763488178

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated TBC at award. provision of Technology Products and Associated Services 2

# CALL-OFF LOT(S):

o Lot 3 Hardware & 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) RM6098
3. The following Schedules in equal order of precedence:

 Joint Schedules for RM6098

* + 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 CCIH23A03

* + Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 9 (Security) Part [A/B/C]
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098 o 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: 15th January 2024 CALL-OFF EXPIRY DATE: 14th January 2027 CALL-OFF INITIAL PERIOD: Three Years

CALL-OFF OPTIONAL EXTENSION PERIOD

Not applicable

# CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20

# LOCATION FOR DELIVERY

REDACTED TEXT under FOIA Section 40, Personal Information

# DATES FOR DELIVERY OF THE DELIVERABLES

Dates for delivery of contract will take place in agreement with the buyer as aligned with the CCS specifications

# TESTING OF DELIVERABLES

The period of testing will be agreed between the buyer and supplier and nothing will be implemented until the buyer is content with testing.

# WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per requirements listed in Call Off Schedule 20 - Specification, and will be the manufacturer guarantee depending on equipment/hardware and software.

# 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

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Total contract value for the 3 year period is REDACTED TEXT under FOIA Section 43 Commercial Interests.

# CALL-OFF CHARGES

Call-Off Schedule 5

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 payment method for this Call-Off Contract is invoice and BACS

Invoices will be sent to:

REDACTED TEXT under FOIA Section 40, Personal Information

All invoices should be sent, quoting a valid Cabinet Office purchase order number (PO Number), to REDACTED TEXT under FOIA Section 40, Personal Information

We will send you a unique PO Number to REDACTED TEXT under FOIA Section 40, Personal Information once this agreement has been executed by both parties.

You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your customer contact (i.e. Contract Manager), and also what is being purchased.

Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact REDACTED TEXT under FOIA Section 40, Personal Information

#  UTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

Cabinet Office Environmental Policy Statement, 26 October 2017, Available online at https:/[/www.gov.uk/government/publications/cabinet-office-environmental-policy-statement](http://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement)

Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

REDACTED TEXT under FOIA Section 40, Personal Information

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# PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

# PROGRESS MEETING FREQUENCY

Service Management review meetings should occur every 3 months during period of the contract.

# KEY STAFF

N/A

# KEY SUBCONTRACTOR(S)

Pure Storage UK Ltd

# COMMERCIALLY SENSITIVE INFORMATION

**SERVICE CREDITS**

Not applicable

# ADDITIONAL INSURANCES

As per Joint Schedule 3 (Insurance Requirements) The insurance(s) required will be: -

* A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
* The Supplier shall hold the following insurance cover from the Contract Start Date in accordance with this Schedule:
* Professional Indemnity Insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds
* (£1,000,000)or any higher minimum limit required by Law;
* Public Liability and Products Insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)or any higher minimum limit required by Law; and
*  

events and in the aggregate) of not less than one million pounds

* (£1,000,000) or any higher minimum limit required by Law

# GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

For and on behalf of the Supplier:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

 Date: 

For and on behalf of Buyer: Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name:

##  REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date:

## 22nd January 2024

 REDACTED TEXT under FOIA Section 43 Commercial Interests.

