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

**Order Form**

CALL-OFF REFERENCE: CCSO25A02

THE BUYER: REDACTED TEXT under FOIA Section 40, Personal Information

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

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

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

REGISTRATION NUMBER:REDACTED TEXT under FOIA Section 40, Personal Information

DUNS NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

SID4GOV ID:REDACTED TEXT under FOIA Section 40, Personal Information

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th May 2025.

It’s issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

 Lot 3 - Housing, Environment and Planning Solutions

**2 year Enterprise Agreement and Services Bundle**

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 Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6259
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for CCSO25A02
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 6 (ICT Services); Option 3 applies, Supplier ownership of New IP with Buyer rights for the current contract only.
	+ Call-Off Schedule 5 (Pricing)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6259
3. Call-Off Schedule 24 (Supplier-Furnished Terms)

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: **01.04.2025**

CALL-OFF EXPIRY DATE: **31.03.2027**

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF INITIAL PERIOD: 2 Years

OPTIONAL EXTENSION. **Optional 12 month extension period included subject to internal and budget approval at that point in time. In addition pricing and licence terms (including any terms with Esri Inc) to be agreed at the point of exercising with the supplier**

|  |  |
| --- | --- |
| Initial Term: | Two (2) years |
| Options to Extend: | Optional 12 month extension period included subject to internal and budget approval at that point in time. In addition pricing and licence terms (including any terms with Esri Inc) to be agreed at the point of exercising with the supplier |
| Value per Annum / Contract Year:  | Year 1: £196,625.00 |
| Year 2: £206,125.00 |
| Total Contract Value (excluding VAT): | £402,750.00 excluding VAT£483,300.00 including VAT as per PPN 10/21 |

CALL-OFF DELIVERABLES

2 year Enterprise Agreement and Services Bundle, comprising:

1. Enterprise Agreement package, including:
	* Enterprise Agreement products: the Software products detailed in the document ‘Amendment No.5 To Enterprise Agreement’ (“Amendment No. 5”) for 2 years commencing on 01 April 2025 and expiring on 31 March 2027.
	* Professional services consultancy: up to 10 man days per annum time and materials professional services days to be called off (subject to availability). Such days cannot be carried over after the term of Amendment No. 5 to EA. No new IPR will be generated.
	* Training: Learning Services Credits: up to £10,000 per annum learning credits that can be used against scheduled or unscheduled training courses offered by Supplier (subject to availability). Such credits cannot be carried over after the term of Amendment No. 5 to EA.
2. Services: additional professional services consultancy: up to 5 man days per annum time and materials professional services days to be called off (subject to availability). Such days cannot be carried over after the term of Amendment No. 5 to EA. No new IPR will be generated.

Supplier Training Courses: provision of training services in the provision of the identified courses; including any associated training documentation which may be provided for the purpose of Buyer personnel receiving the Training.

COTS Software: Supplier COTS Software: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

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 £196,625.00.

CALL-OFF CHARGES

Year 1: £196,625

Year 2: £206,125

TOTAL: £402,750 (excluding VAT)

## Optional 12 month extension period included subject to internal and budget approval at that point in time. In addition pricing to be agreed at the point of exercising with the supplier

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

BACS, within 30 days from date of invoice

BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in any Supplier quotation and in this Order Form. The ‘Total’ price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

The Enterprise Agreement including all amendments to date, and the current Amendment No. 5

SERVICE CREDITS

If applicable, see Call-Off Schedule 24

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

SCHEDULES TO THE CALL OFF CONTRACT

The required information for the relevant Schedules to the Call Off Contract is set out below:

**CALL-OFF SCHEDULE 24 (SUPPLIER-FURNISHED TERMS)**

**Part 1A Non-COTS Third Party Software**

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 10.1.1 are detailed in Annex 1.

**Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 10.1.2 are detailed in Annex 2

**Part 1C Software as a Service (SaaS) Terms**

Terms for provision of a Software as a Service in accordance with Call-Off Schedule 6 Paragraph 10.2 are detailed in Annex 3.

**Part 1D Software Support and/or Maintenance Terms**

Terms for provision of Software Support and/or Maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 4.

**Annex 1**

N/A

**Annex 2**

REDACTED TEXT under FOIA Section 40, Personal Information

software products: the Enterprise Agreement (as amended), including Amendment No. 5. Amendment No. 5 shall be signed at the same time as this Order Form.

**Annex 3**

N/A

**Annex 4**

Support and maintenance: REDACTED TEXT under FOIA Section 40, Personal Information

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