

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

Order Form

CALL-OFF REFERENCE:	SR793885497
THE BUYER:	HM Revenue and Customs
BUYER ADDRESS	100 Parliament Street, Westminster, London SW1A 2BQ
THE SUPPLIER:	Restore Plc
SUPPLIER ADDRESS:	The Databank, Unit 5 Redhill Distribution Centre, Salbrook Road, Redhill, Surrey RH1 5DY
REGISTRATION NUMBER:	05169780
DUNS NUMBER:	739164064
SID4GOV ID:	213324

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/08/2022. It's issued under the Framework Contract with the reference number RM6175 for the provision of secure courier and scanning of microfiche and microfilm images.

CALL-OFF LOT(S):

Lot 5

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) **RM6175**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6175**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **RM6175**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6175**
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.

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:

1. Early Contractual Exit:

Should the works be completed prior to contract end date, the Buyer reserves the right to formally exit the Call-Off Contract. Notwithstanding that the Contract Expiry Date has not elapsed.

The Buyer must communicate the intention to formally exit the contract in writing providing no less than 60 days' notice to the Supplier.

The Buyer will not be liable for any supplier subcontractor(s) and or third-party supply chain demobilisation costs.

2. Clause 9 in Schedule 6 (ICT Services) is not applicable for this Call-Off Contract.

CALL-OFF START DATE: 08/08/2022

CALL-OFF EXPIRY DATE: 07/08/2024

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year

CALL-OFF DELIVERABLES

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

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 REDACTED

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

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:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

Framework Ref: RM6175

OFFICIAL

Project Version: v1.0

3

Model Version: v3.5

OFFICIAL

PAYMENT METHOD

Purchase orders and Invoices are transacted via MyBUY.

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer and shall:

1 - register for the electronic transaction system in accordance with the instructions of the Buyer; and

2 - allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

BUYER'S INVOICE ADDRESS:

Purchase orders and Invoices shall be transacted via MyBUY.

BUYER'S AUTHORISED REPRESENTATIVE

Purchase orders and Invoices shall be transacted via MyBUY.

BUYER'S ENVIRONMENTAL POLICY

Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

Purchase orders and Invoices shall be transacted via MyBUY.

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

REDACTED

REDACTED

REDACTED

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Project Version: v1.0

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REDACTED

REDACTED
REDACTED
REDACTED
REDACTED

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: REDACTED.

The Service Period is: one Month

A Critical Service Level Failure is: shall include any Critical KPI's as specified by the Buyer in excess of more than three (3) times in any consecutive period OR any four (4) individual Critical KPI failures in any six (6) month period. Failure to meet Milestones in accordance with the Implementation plan and/or further failure after implementing a rectification plan will be considered a Critical Service Level Failure.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

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

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