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

Order Form

CALL-OFF REFERENCE: PROC 437-2022

THE BUYER: The Competition and Markets Authority

BUYER ADDRESS   The Cabot, 25 Cabot Square, London E14 4QZ

THE SUPPLIER: Bytes

SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29th July 2022. 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):

- o 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
  - o Joint Schedule 2 (Variation Form)

- o Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- o Joint Schedule 6 (Key Subcontractors)
- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- o Joint Schedule 12 Supply Chain Visibility

- Call-Off Schedules for **PROC 437-2022**
-
  - o Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 2 (Staff Transfer)
  - o Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details)
  - o Call-Off Schedule 6 (ICT Services)
  - o Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part A
  - o Call-Off Schedule 9 (Security) Parts B,C
  - o Call-Off Schedule 10 (Exit Management) Part A
  - o Call-Off Schedule 13 (Implementation Plan and Testing)
  - o Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 16 (Benchmarking)
  - o Call-Off Schedule 18 (Background Checks)
4. CCS Core Terms (version 3.0.6)
5. 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
None

CALL-OFF START DATE: **03/08/2022**

CALL-OFF EXPIRY DATE: 02/08/2025

CALL-OFF INITIAL PERIOD: **36 Months**

CALL-OFF OPTIONAL EXTENSION   **N/A**
PERIOD

CALL-OFF DELIVERABLES

  i.   Supply of 20 TeamViewerTensor basic licenses for a 3year term as detailed in the SUPPLIER proposal and pricing for the PROC 437-2022 tender, received 25th August 2022.

LOCATION FOR DELIVERY
Competition and Markets Authority, The Cabot, 25 Cabot Square, London E14 4QZ.

DATES FOR DELIVERY OF THE DELIVERABLES
Commencing 3rd August 2022 – onwards until contract termination.

TESTING OF DELIVERABLES
In Call-Off Schedule 13 (Implementation Plan & Testing)

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be is 90 days.

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

Part Code	Description	QTY	Cost (ex vat)
TV-20-2500	TeamViewer Tensor Basic License 20 Agents 2500	20	£17,885.41
TV-20-2500	TeamViewer Tensor Basic License 20 Agents 2500	20	£17,885.41
TV-20-2500	TeamViewer Tensor Basic License 20 Agents 2500	20	£17,885.41
		Total Cost for 3 years	**£53,656.25**

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
The payment method for this Call-Off Contract is bacs.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
All invoices must include:

- A description of the work undertaken during the stated invoicing period along with a breakdown of costs; and
- A purchase order reference.

All invoices must be sent electronically, quoting a valid purchase order number, to: CMA Accounts Payable at the following email address: invoices@cma.gov.uk. In the event of a query regarding an outstanding payment you should contact CMA's Finance Team either by email to: Finance.Team@cma.gov.uk or by telephone on 0203 738 6144/6617. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with a unique PO number.

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, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

BUYER'S INVOICE ADDRESS:
The Finance Team
invoices@cma.gov.uk
Competition and Markets Authority
The Cabot,
25 Cabot Square,
London E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY
Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

As stated above

PROGRESS REPORT FREQUENCY
As required

PROGRESS MEETING FREQUENCY
Monthly/Quarterly

KEY STAFF

KEY SUBCONTRACTOR(S)
NA

COMMERCIALLY SENSITIVE INFORMATION

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
In accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
N/A

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