**Framework Schedule 6**

**(Order Form Template and Call-Off Schedules)**

**Order Form**

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| --- | --- |
| CALL-OFF REFERENCE: | 710013453 (DInfoCom/0261) |
| THE BUYER: | D Info Commercial |
| BUYER ADDRESS: | Blenheim Building, Army Headquarters, Monxton Road, Andover, Hampshire SP11 8HT |
| THE SUPPLIER: | Phoenix Software Limited |
| SUPPLIER ADDRESS: | Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW |
| REGISTRATION NUMBER: | 02548628 |
| DUNS NUMBER: | 76-348-8178 |
| SID4GOV ID: | 76-348-8178 |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **18th December 2023**

It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Services 2.

**CALL-OFF LOT(S):**

Lot 4 Information Assured Technology

**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. Framework Special Terms
4. The following Schedules in equal order of precedence:
	1. **Joint Schedules for RM6098**

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 7 (Financial Difficulties)

Joint Schedule 8 (Guarantee)

Joint Schedule 9 (Minimum Standards of Reliability)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

**Call-Off Schedules for 710013453 (DInfoCom/0261)**

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer) **N/A**

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 6 (Annex E As a Service (Additional Terms)) **N/A**

Call-Off Schedule 6 (ICT Services)

Call-Off Schedule 7 (Key Supplier Staff) **N/A**

Call-Off Schedule 8 (Business Continuity & Disaster Recovery) **N/A**

Call-Off Schedule 9 (Security)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 11 (Installation Works)

Call-Off Schedule 12 (Clustering) **N/A**

Call-Off Schedule 13 (Implementation Plan and Testing) **N/A**

Call-Off Schedule 14 (Service Levels) **N/A**

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 16 (Benchmarking) **N/A**

Call-Off Schedule 17 (MOD Terms)

Call-Off Schedule 18 (Background Checks)

Call-Off Schedule 19 (Scottish Law) **N/A**

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Schedule 21 (Northern Ireland Law) **N/A**

Call-Off Schedule 22 ((Lease Terms) Financial Lease) **N/A**

Call-Off Schedule 22 ((Lease Terms) Operational Lease) **N/A**

Call-Off Schedule 22 (Lease Terms) **N/A**

Call-Off Schedule 23 (HMRC Terms)

1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098
3. 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 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. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS
	1. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved

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| **CALL-OFF START DATE:** | 01st January 2024 |
| **CALL-OFF EXPIRY DATE:** | 31st December 2026 |
| **CALL-OFF INITIAL PERIOD:** | Thirty Six (36) Months  |
| **CALL-OFF EXTENSION PERIOD (OPTIONAL):** | 2 x 12 Month Option Periods **OY One** 01/01/2024 -31/12/2026**OY Two** 01/01/2027 -31/12/2027 |

**CALL-OFF DELIVERABLES**

As detailed within the Statement of Requirement (Annex A).

**LOCATION FOR DELIVERY**

As detailed within the Statement of Requirement (Annex A).

**DATES FOR DELIVERY OF THE DELIVERABLES**

As detailed within the Statement of Requirement (Annex A).

**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 90 Days or Manufactures Warranty, whichever is greater.

**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**

The Total Charges for this Call-Off Contract are:

**REDACTED**

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**

CP&F.

**BUYER’S INVOICE ADDRESS:**

**REDACTED**

Army Digital Services

Information Exploitation Department

Army Headquarters, IDL 405, Zone 3, Ramillies Building

Marlborough Lines, Monxton Road

Andover, Hampshire

SP11 8HJ

**BUYER’S AUTHORISED REPRESENTATIVE**

**REDACTED**

Information Directorate

Blenheim Building, Army Headquarters

Marlborough Lines, Monxton Road

Andover, Hampshire, SP11 8HT

**BUYER’S ENVIRONMENTAL POLICY – N/A**

**BUYER’S SECURITY POLICY – N/A**

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**REDACTED**

Blenheim House,

York Road,

Pocklington,

York

YO42 1NS

**SUPPLIER’S CONTRACT MANAGER**

**REDACTED**

Blenheim House,

York Road,

Pocklington,

York

YO42 1NS

**PROGRESS REPORT FREQUENCY – N/A**

**PROGRESS MEETING FREQUENCY – N/A**

**SUPPLIER KEY STAFF**

**REDACTED**

Blenheim House,

York Road,

Pocklington,

York

YO42 1NS

**KEY SUBCONTRACTOR(S) – N/A**

**COMMERCIALLY SENSITIVE INFORMATION**

**REDACTED**

**SERVICE CREDITS – N/A**

**ADDITIONAL INSURANCES – N/A**

**GUARANTEE – N/A**

**SOCIAL VALUE COMMITMENT – N/A**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED** | Signature: | **REDACTED** |
| Name: | **REDACTED** | Name: | **REDACTED** |
| Role: | **REDACTED** | Role: | **REDACTED** |
| Date: | 19th December 2023 | Date: | 18th December 2023 |