

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

Part A

Order Form

CALL-OFF REFERENCE: **CCZN21A08**

THE BUYER: Electoral Office for Northern Ireland (EONI)

BUYER ADDRESS: St Anne's House, 15 Church Street, Belfast BT1 1ER

THE SUPPLIER: Civica UK Limited

SUPPLIER ADDRESS: Southbank Central
8th Floor
30 Stamford Street
London
SE1 9LQ

REGISTRATION NUMBER: 01628868

DUNS NUMBER: 291283976

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28th May 2021.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT:
2c – Citizen 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, Call-Off Special Schedules and Call-Off Schedule 22.
2. Joint Schedule 1 (Definitions and Interpretation) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **CCZN21A08**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Supplier-Furnished Terms)

 4. CCS Core Terms (version 3. 0.3)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
 6. Call-Off Schedule 4 (Call-Off Tender) - To be completed at Contract Award, 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.

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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:

Call-Off Schedule 22 (Northern Ireland Law)

CALL-OFF START DATE: 28th May 2021

END DATE OF INITIAL PERIOD: 28th May 2026

END DATE OF EXTENSION PERIODS: 28th May 2027
28th May 2028

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
£1,493,501.00

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CALL-OFF CHARGES

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

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

See details in section 17 in Call Off Schedule 20

BUYER'S INVOICE ADDRESS:

REDACTED TEXT

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Call-Off Schedule 9 (O) - Security V1 shall apply and also DoF Information Security Policy v4.3 shall apply

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT

PROGRESS REPORT FREQUENCY

Section 8 of Call Off Schedule 20 shall apply

PROGRESS MEETING FREQUENCY

Section 8 of Call Off Schedule 20 shall apply

KEY STAFF

Call-Off Schedule 7 (Key Supplier Staff) shall apply

KEY SUBCONTRACTOR(S)

See Joint Schedule 6 (Key Subcontractors)

COMMERCIALLY SENSITIVE INFORMATION

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Joint Schedule 4 (Commercially Sensitive Information) shall apply

SERVICE CREDITS

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION

The Buyer will be able to terminate in accordance with the table below:

Termination Notice Date	Contract End Date	Termination Fee (due on Contract End Date)
On or before 01 May 2022	Three months after Termination Notice Date	£222,750
Between 02-May 2022 and 01 November 2022	Three months after Termination Notice Date	£148,684
Between 02-November 2022 and 01 June 2023	Three months after Termination Notice Date	£33,754
On or after 02 June 2023	Three months after Termination Notice Date	The Buyer shall pay the Supplier all costs actually, directly and reasonably incurred by the Supplier as a result of such termination, up to the point of termination. Notwithstanding the foregoing, costs arising from the migration of the Services to a Replacement Supplier shall be subject to clause 4 of Call-Off Schedule 10 (Exit Management).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT	Signature:	REDACTED TEXT
Name:	REDACTED TEXT	Name:	REDACTED TEXT
Role:	REDACTED TEXT	Role:	REDACTED TEXT
Date:	4 th June 2021	Date:	3 rd June 2021

Part B

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- 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 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (DAS)
- Call-Off Schedule 22 (Supplier-Furnished Terms)
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)