

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

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Part A

Order Form Template

CALL-OFF REFERENCE:	RM3821 - 705700451
THE BUYER:	British Forces Gibraltar
BUYER ADDRESS BFPO 52	Rm 2.15 The Tower, HM Naval Base Gibraltar,
THE SUPPLIER:	Zellis UK Ltd
SUPPLIER ADDRESS: Bristol, BS32 4UF	740 Waterside Dr, Aztec W, Almondsbury,
REGISTRATION NUMBER:	REDACTED
DUNS NUMBER:	REDACTED
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables

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

CALL-OFF LOT(S):

3a

CALL-OFF INCORPORATED TERMS

The following documents (each attached) 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
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)

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- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM3821 – 705700451
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Pricing as set out below in this Order Form
 - Call-Off Schedule 20 (Call-Off Specification) (Zellis Support Service Schedule attached hereto.) **(REDACTED)**
- 4. CCS Core Terms (version 3. 0.3)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
- 6. Call-Off Schedule 21 (Supplier-Furnished Terms – Zellis Terms and Conditions) **(REDACTED)**

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 For the avoidance of doubt, references to the “Agreement” in clause 12 of the Supplier-Furnished Terms shall be read as references to this Call-Off Contract.

Reference in the Supplier Furnished Terms to:

- (a) “Customer” shall be construed as reference to the Buyer;
- (b) “Zellis” shall be construed as reference to the Supplier.

CALL-OFF START DATE: 23rd Dec 2022

CALL-OFF EXPIRY DATE: 31st Oct 2025

CALL-OFF DELIVERABLES

- ResourceLink HR
- ResourceLink Payroll
- ResourceLink My View (Employee & Manager Self Service)
- The Supplier grants to the Buyer a non-exclusive and non-transferable licence to use the object code of the software listed above during the term of this Call Off Contract subject to the restrictions set out in the Suppliers Furnished Terms and for the maximum number of Employees detailed below.
- Reference to “Software” in the Supplier Furnished Terms shall be construed as reference to the software modules listed above in this Call-Off Contract. Reference to Schedules in the Supplier Furnished Terms shall be construed as reference to this

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Order Form. Reference in the Supplier Furnished Terms to Licence Term shall be construed as reference to the duration of this Call-Off Contract.

- Supplier shall provide the Buyer with Support Services for the Software licenced hereunder in accordance with the Support Service Schedule attached hereto.

MAXIMUM LIABILITY

Each Party's total aggregate liability, whether in tort (including negligence), contract, under indemnities or otherwise including any service credits, shall be limited to a sum equal to 100% of the Charges paid to the Supplier during the twelve (12) month period immediately preceding the event giving rise to the first claim (the "**Maximum Liability Cap**"). Nothing in this Call-Off Contract excludes or limits the liability of the Buyer for payment of the Charges (including, but not limited to, termination Charges).

CALL-OFF CHARGES

CHARGES: - for a maximum of up to 2,050 licences, currently 584 Employees (excluding pensioners) and 1366 pensioners (as defined in Call-Off Schedule 21 (Supplier Furnished Terms)) with effect from the Call-Off Start Date, the Buyer will pay the Supplier the recurring annual Charges of **REDACTED**.

Period	*Charge	Payment Frequency
1 st November 2022 to 31 st October 2025	Annual Charge of REDACTED .	Annually in advance of the start of the contract year set out below

*Excludes VAT and Indexation.

Year 1 (23rd Dec 2022 – 31st Oct 2023) - **REDACTED**

Year 2 (1st Nov 2023 – 31st Oct 2024) - **REDACTED**

Year 3 (1st Nov 2024 – 31st Oct 2025) - **REDACTED**

Total Call-Off Value - **REDACTED**

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

The Charges do not include:

- any assistance or co-operation to be provided by the Supplier for the re-procurement of the Services,
- Any copies of back up data being made available or sent to the Buyer pursuant to clause 14.4 of the Core Terms.
- any bespoke development or support required in relation to the software.

The services noted in the immediately preceding items (a) and (b) shall be subject to Buyer's request and charged separately.

Parties acknowledge that the above Charges are based on the Supplier's Services Deliverables and Standards as set out in the document embedded in Call-Off Schedule 21 (Supplier's Furnished Terms) and Call-Off Schedule 20 (Call-Off Specification). Any additional Deliverables, Services or Standards shall be subject to the parties' prior written agreement on scope and where applicable on any additional charges.

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Clause 4.7 of Zellis Terms and Conditions embedded in Call Off Schedule 21 (Supplier Finished Terms) shall not apply and instead the following shall apply: Notwithstanding any other provisions of the Call-Off Contract, the Charges will increase annually on each anniversary of 1st November 2022 by the Index. “**Index**” means the latest available, as at the date of use, Retail Price Index (RPI) measure published by the Office for National Statistics.”

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

Annual charges to be paid on annual basis in advance (as set out above) and will be subject to VAT and indexation. The Supplier shall use all reasonable endeavors to issue invoices via the Buyer's payment system, CP&F / Exostar, provided that the Buyer shall ensure that such payment system is readily available to the Buyer, not onerous to use, and is provided on a free-of-charge basis.

BUYER'S INVOICE ADDRESS:

Thomas Stanway

Commercial Manager

Thomas.Stanway101@mod.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Thomas Stanway

Commercial Manager

Thomas.Stanway101@mod.gov.uk

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

Bi-annually on a mutually agreed date.

KEY SUBCONTRACTOR(S)

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Microsoft
Zellis HR India Private Limited
ServiceNow Nederland B.V.

COMMERCIALLY SENSITIVE INFORMATION

REDACTED

EXIT

Subject to the below terms, on expiry or termination of this Call-Off Contract, following the Buyer's request, the Supplier will provide to the Buyer one data extract at no cost. The Buyer will request such data extract with a minimum of 6 week's notice.

The data extract will be in the default data format which is an Oracle data pump export. The Oracle standard data export process will be used to extract the entirety of the data in the database into a flat file. The data in this file is not directly readable in this format and must be imported back into a database in order to be useable. The Oracle database would need to be of the same version (or higher) as the existing database.

Any additional data extracts may be provided upon request and at additional cost, to be agreed.

The Buyer will provide the Supplier with all necessary co-operation to enable the Supplier to perform its obligations in relation to this section and all necessary information or access to such information as may be required by the Supplier to provide the Services.

MINIMUM PERIOD OF NOTICE FOR NO_FAULT TERMINATION AND TERMINATION CHARGE

The Buyer shall have the right to terminate this contract on 90 days prior written notice.

If this Call-off Contract is terminated by the Buyer:

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- (i) in accordance with this paragraph; or
- (ii) due to failure to comply with any obligations under any public procurement laws,

the Buyer shall pay the Supplier a termination charge equal to 83% of fees that would have otherwise been payable for the licences and/or Service during the period between the date of such early termination and the Call Off Expiry Date.

For and on behalf of the Supplier:

Signature:

Name:**REDACTED**.....

Role: 21/12/2022

Date:

For and on behalf of the Buyer:

DocuSigned by:
Thomas Stanway
5A1770950678453

Signature:

Name: Thomas Stanway

Role: British Forces Gibraltar Commercial Manager

Date: 21/12/2022

Date:

