Order Form

CALL-OFF REFERENCE: project_4039

THE BUYER: Department for Education

BUYER ADDRESS 20 Great Smith St, Westminster, London, SW1P

3BT

THE SUPPLIER: Bytes Software Services Limited

SUPPLIER ADDRESS: Headway House, 15-17 Chessington Road,

Ewell, KT22 7TW

REGISTRATION NUMBER: 01616977

DUNS NUMBER: **225273754**

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st June 2020.

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):

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

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- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 Supply Chain Visibility
 - Call-Off Schedules for project_4039
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Specification)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6. Annexes A to E Call-Off Schedule 6 (ICT Services)

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: Special Term 1: Premises & Facilities

CALL-OFF START DATE: 1st June 2020

CALL-OFF EXPIRY DATE: 31st May 2024

CALL-OFF INITIAL PERIOD: 4 years

CALL-OFF OPTIONAL EXTENSION N/A

PERIOD

CALL-OFF DELIVERABLES

Refer to Call-Off Schedule 20 attached above.

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LOCATION FOR DELIVERY

Electronic delivery and delivery at Department for Education's sites.

DATES FOR DELIVERY OF THE DELIVERABLES

Upon contract signature.

TESTING OF DELIVERABLES

N/A

WARRANTY PERIOD

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

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

£45,450,000 ex VAT

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

Electronic Payment

BUYER'S INVOICE ADDRESS:

Department for Education

REDACTED

A copy of the invoice must also be sent to the work requestor specified within the Purchase Order.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Deputy Director – Cloud Infrastructure & Platforms

REDACTED

Cheylesmore House, 5 Quinton Rd, Coventry CV1 2WT

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BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY



Departmental Security Standards Sp

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW

SUPPLIER'S CONTRACT MANAGER

REDACTED

Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW

PROGRESS REPORT FREQUENCY

Delivery of monthly report by end of 10th working day of the following month.

PROGRESS MEETING FREQUENCY

Weekly in the first month of contract to track the successful onboarding of the Supplier. Each calendar month after the first month. Dates to be agreed between the DfE and Supplier.

KEY STAFF -

REDACTED

Bytes House, Randalls Way, Leatherhead, Surrey KT22 7TW

KEY SUBCONTRACTOR(S)

Microsoft

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

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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).

For and on behalf of the S	upplier: For and	For and on behalf of the Buyer:	
Signature:	Signatu	re:	
Name:	Name:		
Role:	Role:		
Date:	Date:		

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