

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

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

### **Order Form**

**CALL-OFF REFERENCE:** DDaT24376 - Renewal of S&S for IBM licences

**THE BUYER:** Department for Energy Security & Net Zero  
(DESNZ)

**BUYER ADDRESS** Department of Energy Security & Net Zero, 3-8  
Whitehall Place, London, SW1A 2EG.

**THE SUPPLIER:** Ultima Business Solutions Limited

**SUPPLIER ADDRESS:** Ultima Business Solutions Limited, Gainsborough  
House, Manor Park, Basingstoke Road, Reading, Berkshire, RG2 0NA

**REGISTRATION NUMBER:** 02521249

**DUNS NUMBER:** **50-573-4145**

**SID4GOV ID:** **50-573-4145**

#### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature.

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

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

Lot 3 Software

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

## 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:
  - Joint Schedules for RM6098
    - 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)
  - Call-Off Schedules for RM6098
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer) - Part C & E apply
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services) including Annexes A to E
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. 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.

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
 Crown Copyright 2018

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:

None

**CALL-OFF START DATE:** 01/01/2025

**CALL-OFF EXPIRY DATE:** 31/12/2025.

**CALL-OFF INITIAL PERIOD:** 12 Months

**CALL-OFF DELIVERABLES**

Part number	Quantity	Part description
		IBM Planning Analytics Advanced Authorized User Annual SW Subscription & Support Renewal
		IBM Cognos Analytics User Authorized User Annual SW Subscription & Support Renewal
		IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal
		IBM Planning Analytics Advanced Authorized User Annual SW Subscription & Support Renewal

**LOCATION FOR DELIVERY**

Department of Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG.

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

**DATES FOR DELIVERY**

No later than 31<sup>st</sup> December 2024

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third-party manufacturer or supplier.

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

**MAXIMUM LIABILITY**

Each Party's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Charges.

The Estimated Charges used to calculate liability in the first 12 months shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the Call-Off Contract.

**CALL-OFF CHARGES**

The total value of the call-off contract charges will not exceed £550,962.75 Excluding 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.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Customers purchase order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation.

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

DESNZ are committed to paying all valid invoices within 10 working days of receipt. Please quote the purchase order number on all correspondence. Invoices that do not quote this number are liable to be returned unpaid.

**BUYER'S INVOICE ADDRESS:**



For all invoicing queries, please contact:



**BUYER'S AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

**BUYER'S SECURITY POLICY**

Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

Where applicable on the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Where applicable, quarterly on the first Working Day of each quarter.

**KEY STAFF**



**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

**KEY SUBCONTRACTOR(S)**  
N/A

**COMMERCIALLY SENSITIVE INFORMATION**  
Call Off Charges/Pricing

**SERVICE CREDITS**  
Not Applicable

**ADDITIONAL INSURANCES**  
Not Applicable

**GUARANTEE**  
Not Applicable

**SOCIAL VALUE COMMITMENT**  
Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:			
Role:			
Date:	18/12/2024	Date:	18/12/2024