

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

Order Form

CALL-OFF REFERENCE:  Creative Document Collaboration

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Caxton House, Tothill Street, Westminster,
London, SW1H 9NA

THE SUPPLIER: Bytes Software Services

SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead, Surrey,
KT22 7TW

REGISTRATION NUMBER: 01616977

DUNS NUMBER: 225273754

SID4GOV ID:

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st March 2023.

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

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 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for project_ Creative Document Collaboration
 - 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 8 (Business Continuity & Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - 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)

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 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.

7 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:

The supply of these licences are subject to the Adobe ETLA Standard Terms and Conditions

<https://www.adobe.com/content/dam/cc/uk/legal/terms/enterprise/pdfs/GeneralTerms-UK-2020v1.1.pdf>

CALL-OFF START DATE: 31st March 2023
CALL-OFF EXPIRY DATE: 30th March 2026
CALL-OFF INITIAL PERIOD: 36 months
CALL-OFF OPTIONAL EXTENSION 12 months
PERIOD

CALL-OFF DELIVERABLES

The contract is for a 3 year commitment with the pricing shown below for the first 12 months. Following on from that Supplier and DWP will require to complete a true up with Adobe to work out the pricing for the next 12 months. This will happen at the end of each year of the contract (ie after each 12 month period) until the 3 year contract term is reached.

#	Part Code	Description	Qty	Unit Price (Customer) (£)	Total Price (Customer) (£)	Months
2	65286686	Acrobat Pro DC	3391			12
3	65274430	All Apps	66			12
4	65300291	Single App	408			12
5	65326892	RoboHelp	2			12
6	65291298	Captivate (User)	2			12
Total Price(£)					463,676.56	

LOCATION FOR DELIVERY

Licences will be deployed across various DWP premises and locations.

DATES FOR DELIVERY OF THE DELIVERABLES

31st March 2023 until 30th March 2026

TESTING OF DELIVERABLES

None

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 £463,676.56.

CALL-OFF CHARGES

#	Part Code	Description	Qty	Unit Price (Customer) (£)	Total Price (Customer) (£)	Months
2	65286686	Acrobat Pro DC	3391			12
3	65274430	All Apps	66			12
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5	65326892	RoboHelp	2			12
6	65291298	Captivate (User)	2			12
Total Price(£)					463,676.56	

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

Payment is required annually in advance and subject to an annual end of year true up mechanism

<https://www.adobe.com/content/dam/cc/uk/legal/terms/enterprise/pdfs/GeneralTerms-UK-2020v1.1.pdf>

BUYER'S INVOICE ADDRESS:

Department for Work and Pensions
PO Box 406

SSCL Phoenix House,
Celtic Springs Business Park Newport NP10 8FZ
Electronic Invoices to be sent to [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable for standard supply transactions

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Suppliers pricing and/or any Supplier specific solution(s) for the period of the call-off Term +1 year.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

[REDACTED]

Signature:

Framework Schedule 6

Name: [REDACTED]

Role: [REDACTED]

Date: 28th March 2023

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 28.03.23