

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

### Order Form

1. CALL-OFF REFERENCE:	C24782
2. THE BUYER:	Secretary of State for the Home Department
3. BUYER ADDRESS:	2 Marsham Street, London SW1P 4DF
4. THE SUPPLIER:	Metricell Limited
5. SUPPLIER ADDRESS:	26 Foundry Lane, Horsham RH13 5PX
6. REGISTRATION NUMBER:	06052274
7. DUNS NUMBER:	672226425
8. SID4GOV ID:	N/A

### 1. APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [REDACTED]. It's issued under the Framework Contract with the reference number RM6195 for the **Provision of Big Data & Analytics - Assure Coverage for the Emergency Services Mobile Communication Programme (ESMCP)**.

### 2. CALL-OFF LOT(S):

Lot 2: Commercial off-the-shelf (COTS) Software

### 3. 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) RM6195
3. Framework Special Terms, this will incorporate all of the Framework Special Terms into the Call-Off Contract.
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6195
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)

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- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for C24782
  - 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 15 (Call-Off Contract Management)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6195

No Supplier terms are part of this Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### 4. CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:  
None

<b>CALL-OFF START DATE:</b>	19/07/2023
<b>CALL-OFF EXPIRY DATE:</b>	18/07/2025
<b>CALL-OFF INITIAL PERIOD:</b>	2 Years
<b>CALL-OFF OPTIONAL:</b>	1 years + 1 years + 1 years
<b>EXTENSION PERIOD</b>	

#### 5. CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

#### 6. MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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1. The estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] (Excl. VAT).
2. The estimated Year 2 Charges used to calculate liability in the second Contract Year, will be the total price quotes (Excl. VAT) provided by the Supplier.  
Optional Contract Extension:
3. The estimated Year 3 Charges used to calculate liability in the third Contract Year, will be the total price quotes (Excl. VAT) provided by the Supplier.
4. The estimated Year 4 Charges used to calculate liability in the fourth Contract Year, will be the total price quotes (Excl. VAT) provided by the Supplier.
5. The estimated Year 5 Charges used to calculate liability in the fifth Contract Year, will be the total price quotes (Excl. VAT) provided by the Supplier.

## 7. CALL-OFF CHARGES

Year 1 Fixed Price: [REDACTED]

See details in Call-Off Schedule 5 (Pricing Details) which will be used for calculating subsequent Contract Years.

## 8. REIMBURSABLE EXPENSES

None

## 9. PAYMENT METHOD

All payments shall be made in accordance with Clause 4 of the Core Terms and Call-Off Schedule 5 (Pricing Details and Expenses Policy).

The payment method for this Call-Off Contract is invoice and BACS.

## 10. BUYER'S INVOICE ADDRESS:

Home Office ESN invoices should be sent to:

Email:

[REDACTED]

Or

by post to:

Home Office Shared Services

[REDACTED]

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### 11. BUYER'S AUTHORISED REPRESENTATIVE

#### Primary Contact

1. Name: [REDACTED] - Coverage Deputy Director - ESMCP
2. Address: Clive House, 70 Petty France, London SW1H 9EX
3. Email: [REDACTED]

1. Name: [REDACTED] Coverage - Head of Delivery & Service Integration
2. Address: Clive House, 70 Petty France, London SW1H 9EX
3. Email: [REDACTED]

#### Secondary Contact

1. Name: [REDACTED] Assure SPM
2. Address: Clive House, 70 Petty France, London SW1H 9EX
3. Email: [REDACTED]

### 12. BUYER'S ENVIRONMENTAL POLICY

Policy paper "Greening Government Commitments 2021 to 2025" Available online at: [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/95422/greening-government-commitments-2021-to-2025.pdf)

### 13. BUYER'S SECURITY POLICY

Any security incidents such as loss of information assets or the suspicion of unauthorized access by Supplier their employees, sub-contractors, or other party with whom they have shared HMG information assets, must be reported without delay to Buyers Authorised Representatives, who will liaise with the Authority's Security team.

### 14. SUPPLIER'S AUTHORISED REPRESENTATIVE

1. [REDACTED]
2. Commercial Director
3. [REDACTED]
4. The Big Blue, 26 Foundry Lane, Horsham, West Sussex, England, RH13 5PX

### 15. SUPPLIER'S CONTRACT MANAGER

1. [REDACTED]
2. Commercial Director
3. [REDACTED]
4. The Big Blue, 26 Foundry Lane, Horsham, West Sussex, England, RH13 5PX

### 16. PROGRESS REPORT FREQUENCY

On the First Working Day of each calendar month, unless mutually agreed in writing by both Parties.

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### 17. PROGRESS MEETING FREQUENCY

On the first Working Day of each calendar month unless mutually agreed in writing by both Parties.

### 18. KEY STAFF

1. [REDACTED]
2. Commercial Director
3. [REDACTED]
4. The Big Blue, 26 Foundry Lane, Horsham, West Sussex, England, RH13 5PX
5. Fulltime Employment / Company Director

### 19. KEY SUBCONTRACTOR(S)

Not applicable

### 20. COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information is set out in Joint Schedule 4 - Commercially Sensitive Information v1.0

### 21. SERVICE CREDITS

Not applicable.

### 22. ADDITIONAL INSURANCES

None

### 23. GUARANTEE

Not applicable

### 24. 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 as follows:

- **Tackling Economic Inequality** (Create New Jobs and New Skills)
- **Equal Opportunity** (Reduce the Disability Employment gap. Tackle workforce in-equality)
- **Fighting Climate Change** (Effective Stewardship of the Environment)

The details of how the Social Value commitments will be met and the measurements that will be applied to evidence satisfactory achievement of these objectives shall be agreed between the parties within 60 days of the commencement date of the Contract.

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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Commercial Director	Role:	Procurement Lead, ESMCP
Date:	14th July 2023	Date:	25/07/2023

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