

# **Order Form for NFC125 Adobe Licenses under CCS ETLA**

CALL-OFF REFERENCE:	CQC ICTC 846
THE BUYER:	Care Quality Commission (CQC)
BUYER ADDRESS	151 Buckingham Palace Road, London, SW1W 9SZ
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, KT22 7TW
REGISTRATION NUMBER:	01616977
DUNS NUMBER:	225273754
SID4GOV ID:	SQ-NDXZ59K
VAT Number:	GB 823818226

## **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated as per the signature dates at the end of this Order Form.

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 Attachments7
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 this Call-Off Contract:
  - Call-Off Schedule 6 (ICT Services)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6. Call-Off Schedule 4 (Call-Off Tender) – which shall comprise of Attachment 2 – Supplier Tender Response and Attachment 4 – Price Schedule
- 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 Buyer is currently in contract for Adobe license which will expire on 31/01/2021.

The Buyer intends to commence the purchase of the license as described on 01/02/2021 subject to the licenses being required.

CALL-OFF START DATE: **01 February 2021**

CALL-OFF EXPIRY DATE: **30 March 2023**

CALL-OFF INITIAL PERIOD: **Between Call-Off Start Date and Call-Off Expiry Date**

CALL-OFF OPTIONAL EXTENSION PERIOD: **None**

#### CALL-OFF DELIVERABLES

See Attachment 3 – Statement of Requirements and Attachment 4 – Price Schedule

#### LOCATION FOR DELIVERY

See Attachment 4 – Price Schedule

#### DATES FOR DELIVERY OF THE DELIVERABLES

See the Implementation Plan in Attachment 4 – Price Schedule

#### TESTING OF DELIVERABLES

None

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be a minimum of 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 set out in Attachment 4 – Price Schedule

#### CALL-OFF CHARGES

As set out in Attachment 4 – Price Schedule

The Charges will not be impacted by any change to the Framework Prices. The Charges cannot be increased during the Call-Off Contract Period.

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

BACS

#### BUYER'S INVOICE ADDRESS:

Care Quality Commission  
T70 Payables F175  
Phoenix House  
Topcliffe Lane  
Wakefield  
West Yorkshire  
WF3 1WE

#### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

151 Buckingham Palace Road, London, SW1W 9SZ

#### BUYER'S ENVIRONMENTAL POLICY

Not Applicable

#### BUYER'S SECURITY POLICY

Not Applicable

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

Bytes House, Randalls Way, Leatherhead, KT22 7TW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

Bytes House, Randalls Way, Leatherhead, KT22 7TW

PROGRESS REPORT FREQUENCY

Shall be requested by Crown Commercial Service.

PROGRESS MEETING FREQUENCY

Shall be conducted between the Supplier and Crown Commercial Service.

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

None

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:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div> <div></div>
Date:		Date:	<div></div>

CALL-OFF ATTACHMENTS:

Attachment 1 – Call Off Terms

Attachment 2 – Supplier Tender Response

Attachment 3 – Statement of Requirements

Attachment 4 – Price Schedule