

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

Order Form

CALL-OFF REFERENCE:	Ecm_63805 Defra E-commercial Systems.
THE BUYER:	Department of Environment, Food and Rural Affairs (DEFRA)
BUYER ADDRESS	Defra, Nobel House, 17 Smith Square, London, SW1P 3JR.
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1, NEW STREET SQUARE, LONDON EC4A 3HQ United Kingdom
REGISTRATION NUMBER:	0C303675
DUNS NUMBER:	36-480-7771
SID4GOV ID:	Unknown

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd February 2022.

It's issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software.

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) RM6194
3. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6194**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)

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

Crown Copyright 2020

- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- 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 RM6194**
 - 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 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (Supplier-Furnished Terms)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6194
- 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.

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:

Definition "Operational Service Commencement Date" shall mean the later of:

-

(a) the date identified in the Implementation Plan upon which the operational Service is to commence; and

(b) where the Implementation Plan states that the Supplier must have Achieved the relevant Milestone before it can commence the provision of that operational Service, the date upon which the Supplier Achieves the relevant Milestone

Special Term 2:

Joint Schedule 5 – In addition to the requirements set out under section 3 (Modern Slavery), supplier shall complete the modern slavery risk assessment tool 3 months after contract award and annually thereafter – <https://supplierregistration.cabinetoffice.gov.uk/msat>

Special Term 3:

Joint Schedule 5 – In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra’s sustainable ICT strategy, this can be found online at: [Sustainable Technology Strategy](#)

Special Term 4:

Joint Schedule 5 - In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra’s sustainable ICT Policy (See attachment) including deliver net zero for the services delivered to Defra through this service by 2025.

Special Term 5:

Call Off Schedule 9 Security – The supplier holds current ISO27001 and Cyber Essentials Plus Certificates and the Buyer shall ensure security function engages with the parties in the provision of the service. The security aspects letter (SAL) shall set out the requirements to be met by the parties.



Special Term 6:

Call Off Schedule 13 – In relation to Framework Testing Schedule UAT will be approved prior to any satisfaction certificate being presented.

CALL-OFF START DATE:	1st March 2022
CALL-OFF EXPIRY DATE:	28th February 2027
CALL-OFF INITIAL PERIOD:	Five (5) Years, sixty (60) Months

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

Crown Copyright 2020

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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 shall be based on Estimated Charges in the first 12 months of the Contract, circa [REDACTED] inclusive of VAT.

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

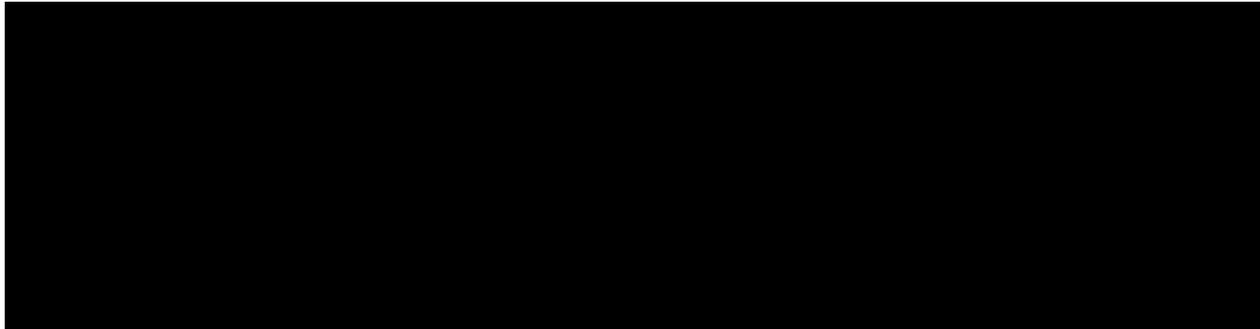
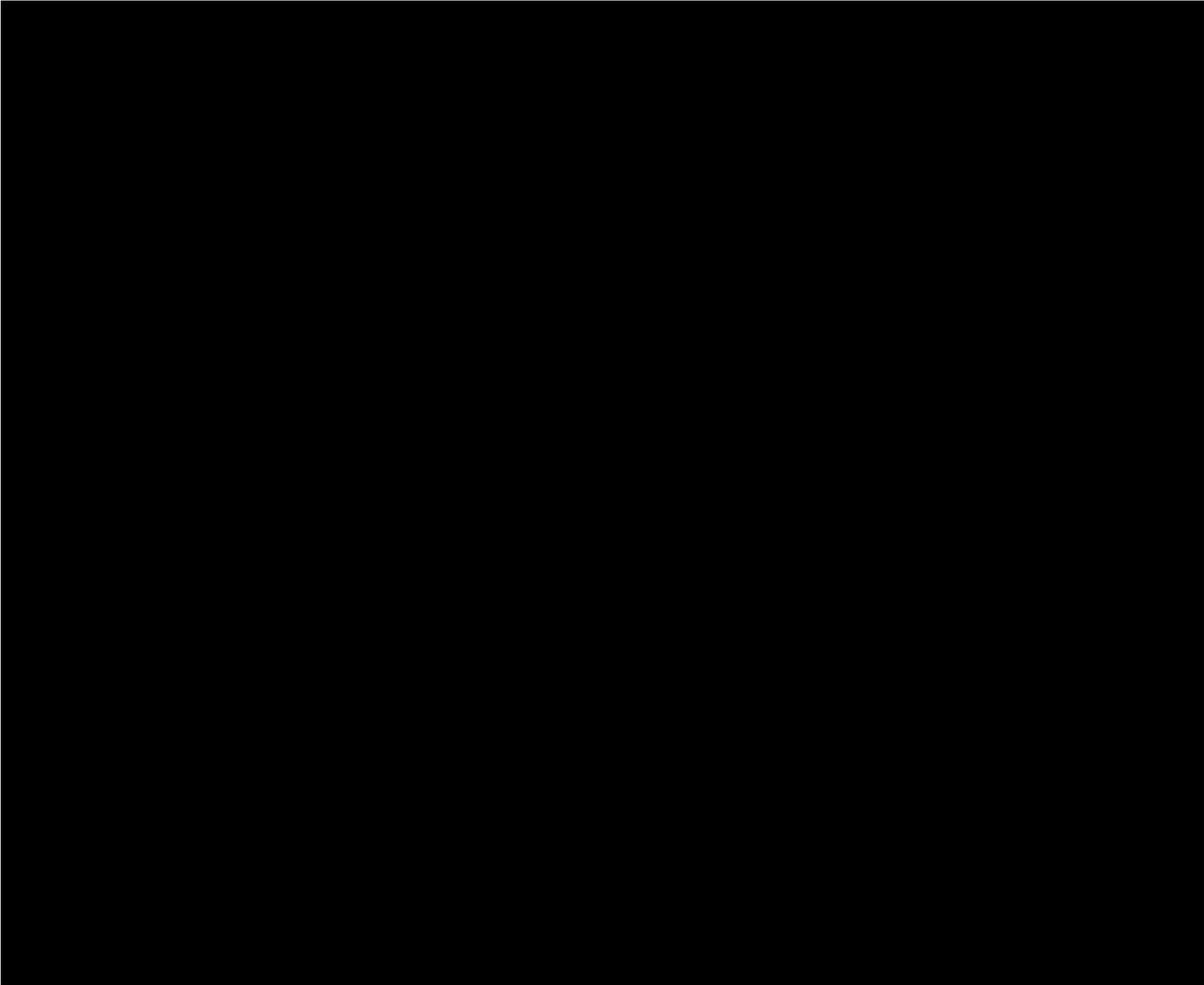
REIMBURSABLE EXPENSES

Any further recoverable T&S, as stated in the Framework Contract need to be agreed prior to any undertaking and aligned to the Defra Policy.

PAYMENT METHOD

Method for Call Off Contract payments shall be via BACS.

The breakdown of the charges for annual licences with any services required, shall be as per Pricing Schedule in Call Off schedule 5 and payment schedule covering the initial five years below: -



All invoices must include a valid Purchase Order number, Organisation's Company Registration number; Invoice Value and whether it is inclusive or of exclusive of VAT.

The Supplier will issue electronic/paper invoices, as per agreed payment profile. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

BUYER'S INVOICE ADDRESS: -

Department of Environment, Food and Rural Affairs (DEFRA), Nobel House 17
Smith Square London SW1P 3JR.

Invoices will be sent to: Shared Services Connected Limited DEF Procure to Pay,



BUYER'S AUTHORISED REPRESENTATIVE(S): -

On behalf of Defra, Nobel House 17 Smith Square London SW1P 3JR

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[Defra Group sustainable ICT strategy,](#)



BUYER'S SECURITY POLICY



PLIS002 Defra
Group Security Polic

Appended at Call-Off Schedule - **Long Form**

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

1 New Street Square, London, EC4A 3HQ

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

1 New Street Square, London, EC4A 3HQ

PROGRESS REPORT FREQUENCY

As detailed in Call-Off Schedule 1 (Transparency Reports) Appendix A, List of
Transparency Reports

PROGRESS MEETING FREQUENCY

Call-Off Schedule 15 (Call-Off Contract Management), Annex: Contract Boards

SUPPLIER'S KEY STAFF

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

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

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information shall be deemed as: -

Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies.

SERVICE CREDITS

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

The Service Credit Cap is: [REDACTED] % of the Monthly Service Charges

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2020

The Service Period is: **One Calendar Month**

A Critical Service Level Failure is: **When a specific service level performance measure fall below the threshold, or when the sum of the service credits across all service level performance measures reaches the service credit cap.**

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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 Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Ian Thomas
Role:		Role:	Head of Business Applications within DgC.
Date:		Date:	