

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

Order Form

CALL-OFF REFERENCE:	CPD4122135
THE BUYER:	Department for Levelling Up, Housing & Communities
BUYER ADDRESS	Fry Building, 2 Marsham Street, London, SW1P 4DF
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW
REGISTRATION NUMBER:	(0)1616977
DUNS NUMBER:	225273754

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 02 March 2022.

It is issued under the CCS Framework Agreement RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 3 Software and 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for CPD4122135
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 16 (Benchmarking)
 - 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)

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: 04 March 2022

CALL-OFF EXPIRY DATE: 03 March 2025

CALL-OFF INITIAL PERIOD: 03 Years

CALL-OFF OPTIONAL EXTENSION

PERIOD None

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

DLUHC UK locations as required

DATES FOR DELIVERY OF THE DELIVERABLES

To be agreed between both parties

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 £56,329.94.

CALL-OFF CHARGES

3-year Rev-Trac costs £130,750.96 excluding VAT (payable annually) with an estimated 3-year ceiling of £1,000,000.00 for other subscriptions/licences that may be required by DLUHC during the term.

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

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

Invoice/BACS annually in arrears for Rev-Trac.

BUYER'S INVOICE ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Sustainable Procurement: The Government Buying Standards. 02 February 2012

Available online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

BUYER'S SECURITY POLICY

Supply Chain Security Policy, V1., July 2021

1.0 Introduction

The HMG Security Policy Framework mandates the effective management of supply chain risk relating to the procurement and acquisition of goods, systems and services. Department for Levelling UP, Housing & Communities (DLUHC) service and system owners must ensure this policy is adhered to and that suppliers of systems and services familiarise themselves and comply with this supply chain security policy.

1.1 Objectives

The objective of this policy is to define the security requirements and obligations of both DLUHC service and system owners as well as suppliers of goods and services to DLUHC.

1.2 Scope

This policy applies to DLUHC service and system owners as well as suppliers of goods and services to DLUHC.

2.0 Security Requirements

Suppliers of goods and services to DLUHC must meet the following requirement before and during the contract period.

1. DLUHC Cyber Security must complete a supply chain risk assessment for suppliers of goods and services to DLUHC before contract signing. Risks identified during the assessment process are to be formally captured and risk managed by the Risk Owner

on a periodic basis through the relationship, at least annually or in accordance with the findings of the Risk Treatment Plan. Risk Treatment Plans require formal commitment from the supplier where applicable.

2. Suppliers must provide all relevant information requested by DLUHC to conduct the supply chain risk assessment. Information requested may include, but not limited to copies of valid security certifications and accreditations, penetration testing report and remediation plan, security management plan and details of sub-processors or secondary suppliers.
3. Systems that are used to process DLUHC data must be in the scope of security certifications as determined during the risk assessment.
4. Any Security Certifications presented to DLUHC for the supply chain risk assessment, which are therefore used by DLUHC Cyber as part of the approval process, are to be maintained by the supplier for the duration of the contract.
5. Suppliers must inform DLUHC as soon as possible when condition for the certification changes within the contract period or when they lose the certification status.
6. Suppliers must adhere to industry best practice security standards.
7. Personal data must be processed in accordance with the UK General Data Protection Regulations (UK GDPR) and UK Data protection Act 2018.
8. Theft, losses and security breaches of supplier's systems and services that has an impact on MHCLG's confidentiality, integrity, and availability (including reputational damage) must be reported to MHCLG cyber security within 24 hours or as soon as practically achievable via [REDACTED].
9. Supplier relationships are to be reviewed at least annually, regardless of contract length, to ensure the relationship remains appropriate and to determine if there has been a change in the delivery or consumption of that service.
10. Processes are to be in place to ensure any changes to a supplier relationship are consistently evaluated and risk assessed. Any change in scope other than previously assessed by Cyber Security must include Cyber Security review. The requirement for Cyber to review changes include where the supplier makes a change to their policy, process or posture that impacts the risk assessment previously conducted by DLUHC.
11. Information security requirements are to be included in all supplier contracts in accordance with the content of this policy. Additionally, DLUHC should reserve the right to audit all suppliers where their systems are used to store or process DLUHC data or connect with DLUHC systems.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

None stated at this time

PROGRESS MEETING FREQUENCY

None stated at this time

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Rev-Trac

COMMERCIALLY SENSITIVE INFORMATION

None stated by supplier

SERVICE CREDITS

Not applicable

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:

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: 3rd March 2022

For and on behalf of Buyer:

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: 04/03/22