

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

Order Form

CALL-OFF REFERENCE: RM6068 – Technology Products & Services – Lot 3

THE BUYER: THE SECRETARY OF STATE FOR THE
DEPARTMENT FOR ENVIRONMENT, FOOD AND
RURAL AFFAIRS

BUYER ADDRESS Nobel House, London, SW1P 3JR

THE SUPPLIER: Phoenix Software Limited

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

REGISTRATION NUMBER: 02548628

DUNS NUMBER: 763488178

SID4GOV ID: 02548628

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19th September 2023

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.



RM6068-Core-terms
-3.0.6.odt

CALL-OFF LOT(S):

- o 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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for C17082 Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 & Disaster Recovery) Part [B]
 - Call-Off Schedule 9 (Security) Part [C]
 - Call-Off Schedule 10 (Exit Management) Part [B]
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (Optional Provisions) Part [A/B]
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 Term is incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE: **25th September 2023**

CALL-OFF EXPIRY DATE: **24th September 2026**

CALL-OFF INITIAL PERIOD: **3 years**
CALL-OFF OPTIONAL EXTENSION **2 x 1 year (total 2 years)**
PERIOD

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Not Applicable

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 working 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
£42,125.50

CALL-OFF CHARGES

Option B: 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

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

[REDACTED]
DEFRA
PO Box 790
Newport
Gwent
NP10 8FZ
Email address:

[REDACTED]

[REDACTED]

All invoices must include;

- (a) the date of the invoice;
- (b) a unique invoice number;
- (c) the service to which the invoice relates;
- (d) the reference number of the purchase order to which it relates; the correct reference for this Call-Off Contract; C17082
- (e) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
- (f) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Commercial Lead

[REDACTED]
Nobel House, London, SW1P 3JR

BUYER'S ENVIRONMENTAL POLICY

[Defra's Sustainable IT Strategy](#)

[Greening government: ICT and digital services strategy 2020 to 2025](#)

[Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](#)

[Sustainability Standards v4.docx \(sharepoint.com\)](#)



Defra Sustainable IT Strategy Document



Sustainability Standards.docx

BUYER'S SECURITY POLICY



Security Assurance Process v0

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]

Bytes House, Randalls Way, Leatherhead, Surrey, United Kingdom, KT22 7TW

SUPPLIER'S CONTRACT MANAGER

[Redacted]
[Redacted]
[Redacted]

Bytes House, Randalls Way, Leatherhead, Surrey, United Kingdom, KT22 7TW

PROGRESS REPORT FREQUENCY

See details in Call-Off Schedule 1 (Transparency Reports)

PROGRESS MEETING FREQUENCY

See details in Call-Off Schedule 1 (Transparency Reports)

KEY STAFF

[Redacted]
[Redacted]
[Redacted]

Bytes House, Randalls Way, Leatherhead, Surrey, United Kingdom, KT22 7TW

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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 Joint Schedule 5 (Corporate Social Responsibility), in Call-Off Schedule 4 (Call-Off Tender) and in Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date: 7/9/2023

For and on behalf of Buyer:

Signature:

Name:

Role:

Date: 22/09/23