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

Order Form

CALL-OFF REFERENCE: Ecm_11279 Forum Sentry (CVID 705858) - UC

Boundary Services and API Gateway Service and

Support Tool

THE BUYER: Department for Work and Pensions

BUYER ADDRESS 2 St. Peter's Square, Manchester, M2 3AA

THE SUPPLIER: Computacenter (UK) Ltd

SUPPLIER ADDRESS: Hatfield Ave, Hatfield, AL109TW

REGISTRATION NUMBER: 01584718

DUNS NUMBER: 22-602-3463

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24/08/2023 It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

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)
 - Call-Off Schedules for:

- o Call-Off Schedule 6 (ICT Services).
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Annexes B to C 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

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 August 2023 CALL-OFF EXPIRY DATE: 24th August 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

The contract will include an additional £319,618.32 excluding VAT uncommitted spend within the Total Contract Value (TCV) to allow the Buyer the ability to extend for 12-months if required.

The published contract value will therefore be £958,854.96 excluding VAT.

CALL-OFF DELIVERABLES

As per quotation DWP Forum Sentry RFP 3 year: [REDACTED]

LOCATION FOR DELIVERY

Tbc

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

Licences keys to be delivered by 25/08/2023.

TESTING OF DELIVERABLES

None.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third-party manufacturer or supplier.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

£319,618.32 Excluding VAT- Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

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

BAC's payment.

BUYER'S INVOICE ADDRESS:

APinvoices-DWP-U@gov.sscl.com

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Where applicable, quarterly on the first Working Day of each quarter.

KEY STAFF

Not Applicable.

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years.

SERVICE CREDITS

Not Applicable.

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

Framework Schedule 6

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]
Role: [REDACTED]
Date: 16/08/2023

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]
Role: [REDACTED]
Date: 16/08/2023

Annexes to Call Off Schedule 6 (ICT Services)

Annex B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.



Annex C

Software Support and Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.