

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

Order Form

CALL-OFF REFERENCE: **CQC ICTC 861**

THE BUYER: **Care Quality Commission**

BUYER ADDRESS **Citygate, Gallowgate, Newcastle Upon Tyne
NE1 4PA**

THE SUPPLIER: Computacenter (UK) Ltd

SUPPLIER ADDRESS: Hatfield Business Park, Hatfield Avenue, Hatfield,
Hertfordshire, AL10 9TQ

REGISTRATION NUMBER: 01584718

DUNS NUMBER: **226023463**

SID4GOV ID: **226023463**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5 February 2021.

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 1 Hardware & 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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 7 (Financial Difficulties)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **CQC ICTC 861**
 - 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 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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)
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:

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Special Term 1: Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer'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.

Special Term 2: Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

Special Term 3: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Customer shall not terminate this Call-Off Contract without cause. This is a Call-Off Contract with no commitment to spend.

Special Term 4: For the purpose of Joint Schedule 11 (Processing Data), the following sentence:

'The Supplier shall fully integrate with or use CQC's ITSM product (Service Now) at their own cost.'

shall be deleted and replaced with the following sentence:

'Supplier shall fully integrate with or use CQC's ITSM product (Service Now) if possible upon later agreement.'

CALL-OFF START DATE: **8 February 2021**

CALL-OFF EXPIRY DATE: **7 February 2023**

CALL-OFF INITIAL PERIOD: **2 Years, (24 months)**

CALL-OFF OPTIONAL EXTENSION PERIOD **2 times 12 months (total of 2 years)**

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Location	Address
CQC – Newcastle	Citygate, Gallowgate, Newcastle, NE1 4PA
CQC – London	151 Buckingham Palace Road, London, SW1W 9SZ (will be relocating to 2 Redman Place, Stratford, London, E20 1JQ end of 2020/early 2021)
CQC – Leeds	St Pauls House, 23 Park Square South, Leeds, LS1 2 ND
CQC – Preston	Guild Centre, Lord's Walk, Preston, Lancashire, PR1 1RA
CQC – Nottingham	The Axis Building, Upper Parliament Street, Nottingham, NG1 6LF
CQC – Birmingham	15 th Floor, McLaren Building, 46 Priory Queensway, Dale End, Birmingham, B4 7LR
CQC – Bristol	Fourth Floor, Colston 33, Colston Avenue, Bristol, BS1 4UA

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Title to Goods is transferred to the Customer 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

Option A: As agreed between both parties on a per order basis

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The Warranty Period shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer and/or the supplier.

The Supplier will pass on the benefit of a deferred warranty where the third party manufacturer or supplier has made it available to the Supplier for the applicable Goods.

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Customer from the Call Off Start Date until the end of the first Call Off Contract Year.

CALL-OFF CHARGES

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 reference below . The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made via BACS. Payment will be made within 30 days upon receipt of a valid invoice, stating the correct address and PO Number.

BUYER'S INVOICE ADDRESS:

email: Accountspayable@cqc.org.uk

Address: T70 Payables F175

Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S SECURITY POLICY

Not applicable. The Supplier complies with its own security policy which is available on request.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Manager

[REDACTED]

Computacenter, Digital World Plaza, 1st Floor, The Lowry Centre, Salford Quays,
M50 3UB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Contract Manager

[REDACTED]

Computacenter, Hatfield Business Park, Hatfield Avenue, Hatfield, Hertfordshire,
AL10 9TQ

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month. Report content to be agreed between both parties

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

BUYERS KEY STAFF

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

SUPPLIERS KEY STAFF

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

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

The Service Credit Cap is: [REDACTED]

The Service Period is one Month.

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>DocuSigned by: [Redacted]</div>	Signature:	<div>[Redacted]</div>
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	0 GMT	Date:	[Redacted]