

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

Order Form

CALL-OFF REFERENCE: **DWP VMware Competition - ref Bravo_23717**

THE BUYER: **Department for Work & Pensions**

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

THE SUPPLIER: **Softcat PLC**

SUPPLIER ADDRESS: **Softcat plc (Head Office), Fieldhouse Lane, Marlow, Bucks, SL7 1LW**

REGISTRATION NUMBER: **2174990**

DUNS NUMBER: **397333253**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **15 March 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 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

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

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3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 2 (Variation Form – included as a template for use only if this contract is varied during the contract term)
 - Call-Off Schedules for **DWP VMware Competition - ref Bravo_23717**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 15 (Call-Off Contract Management)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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: Any new licenses acquired after the Contract Commencement Date, shall be co-terminated to the Contract End Date 30/3/2022 with the agreed unit prices pro-rated as required.

Special Term 2: Joint Schedule 5, has a new clauses added, Clause 7.1, to capture Social Value.

CALL-OFF START DATE: **29 March 2021**

CALL-OFF EXPIRY DATE: **28 March 2022**

CALL-OFF INITIAL PERIOD: 1 Year, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 3 Years, 0 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 5

LOCATION FOR DELIVERY

[REDACTED]

DATES FOR DELIVERY OF THE DELIVERABLES

The services shall be delivered Effective from 29 March 2021 for a period of 12-months.

TESTING OF DELIVERABLES

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None.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12-months from the Delivery Effective date.

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 **GBP £1,664,000 plus VAT.**

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

All invoices must include the purchase order number which will be provided by the customer, Call-Off Reference, description and value.

The invoice format will mirror the necessary information in clause 4 of the Core Terms. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of the Core Terms

The Supplier will post paper invoices to the Buyer SSCL address and send PDF version of the invoices to the SSCL email address below.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Lead

[REDACTED]

2 St Peter's Square, Manchester, M2 3AA

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Director

[REDACTED]

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

[REDACTED]

Softcat PLC, Thames Industrial Estate, Fieldhouse Lane, Marlow, SL7 1LW

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Named individuals. Any breakdown of pricing with Call-Off Schedule 5 (Pricing Details), and Call-Off Schedule 20 (Call-Off Specification). As detailed in Joint Schedule 4.

Without prejudice to the Authority's and/or the Customer's obligation to disclose Information in accordance with FOIA or Clause 24.4 (Freedom of Information), the Authority and/or Customer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Item(s)	Duration of Confidentiality
Total value of contract	Permitted
Any detail around pricing or commercial models	In perpetuity
Any detail around Softcat facilities, personnel or resources	In perpetuity
Any detail around business processes	In perpetuity
Any detail around business IT systems employed	In perpetuity
Any detail around our named sub-contracting partners	In perpetuity
Any reference to third parties such as clients, vendors and partners	In perpetuity

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES
N/A

GUARANTEE
N/A

SOCIAL VALUE COMMITMENT
Refer to Joint Schedule 5.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Account Director	Role:	Commercial Lead
Date:	15.03.21	Date:	15 th March 2021