

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

Order Form

CALL-OFF REFERENCE: Project 23507 - OPH AIX Power Systems Refresh

THE BUYER: Department for Work and Pensions

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

THE SUPPLIER: Computacenter (UK) Limited

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 the 4th November 2020 . 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 2 Hardware & 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. The Payment Agreement set out at Appendix A of this Order Form (the "Payment Agreement").
2. The Buy & Store Agreement set out at Appendix B of this Order Form ("the Buy & Store Agreement")
3. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
4. Joint Schedule 1(Definitions and Interpretation) RM6068
5. The following Schedules in equal order of precedence:
 - Joint Schedule 2 (Variation Form).
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. CCS Core Terms (version 3.0.8)

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: 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.

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

3RD PARTY STANDARD T&C'S - REDACTED IN FULL

Special Term 3: 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. For the avoidance of doubt the Buyer can terminate third party support arrangements after the first 12 months by providing 90 days prior written notice. Any funds already paid in excess of the 90 days notice will be credited back to the Buyer subject to the Buyer receiving such credit from IBM. This will be in the form of credit back against the original Buyer purchase order,. Such credit back cannot be set-off, counterclaimed or deducted from any Charges due as per Appendix A – Payment Agreement; Annex 2- Payment Terms; Clause 1:1.

Special Term 4: The Supplier shall deliver any Goods in accordance with its internal policies, including (but without limitation) all relevant security policies.

Special Term 5: The Supplier shall "Buy Back" any decommissioned legacy IBM Power servers and associated equipment up to a maximum of £**REDACTED - FOI SECTION 43** ex VAT in accordance with the Buy Back terms attached below. This will be payable when the legacy equipment is returned to IBM after it has been refreshed with the new IBM Power Hardware as part of this order.

BUY BACK TERMS - REDACTED IN FULL

CALL-OFF START DATE:	4 th November 2020
CALL-OFF EXPIRY DATE:	3 rd November 2025
CALL-OFF INITIAL PERIOD:	5 years
CALL-OFF OPTIONAL EXTENSION PERIOD	1 + 1 years

CALL-OFF DELIVERABLES

There are 2 sets of deliverables which will be covered by this contract:

A: Initial Hardware Purchase and on-going 5 year Support and Maintenance, and

B: Migration activity

Both of these deliverables are each separately described below.

Deliverable A: Hardware Purchase and 5 year Support and Maintenance

This initial deliverable covers the initial Hardware purchase and on-going 5 year Support and Maintenance as per Supplier's quotation reference "DWPSJ211020 P9 New & HWMA SWMA for P9 P8 5yr CF v2". The full quotation is attached but the Summary of charges is as below:

#	Summary	Price Ex VAT	VAT	Price Including VAT
1	IBM P9 & 5 Year HWMA & SWMA	REDACTED IN FULL - FOI SECTION 43		
2	Overlap of existing TSS for P8 Feb 21			
3	4 x E870 TSS for 55 months (1s			
4	I-Series SWMA			
	Grand Total	£ 4,082,937.00		

Even though VAT is payable to the Supplier, elements of 1 and items 2 – 4 in the table are the only ones where the Buyer can recover VAT.

SUMMARY OF CHARGES – REDACTED IN FULL - FOI SECTION 43

The new Hardware and associated Support and Maintenance has been specified to address capacity flexibility which allows the Buyer to increase the compute usage without any additional commercial and financial impacts. The full process for varying usage will be defined as part of the operational management between both Parties and appropriate third parties during the Deliverable B Migration Activities.

Deliverable B: Migration Activity

There will be a requirement for Migration activity to aid the Buyer to rationalise the Power 8 AIX Infrastructure and move a variety of workloads to the new Power 9 AIX Infrastructure.

The Migration activity will require a separate quotation from the Supplier and will then be subject to DWP internal governance approvals. Both Parties will agree a timeline for the quotation and internal governance activity to take place.

At the point of internal governance approval being received, Deliverable B: Migration Activity will be fully detailed and incorporated into this contract via the Variation Form (Joint Schedule 2 (Variation Form)).

For the avoidance of doubt, the remaining information detailed in this Order Form is in relation to Deliverable A in its entirety.

LOCATION FOR DELIVERY

Buyer Addresses

Department for Work and Pensions at (CHS) Ark **REDACTED IN FULL - FOI SECTION 40**

Department for Work and Pensions at (CHS) Ark **REDACTED IN FULL - FOI SECTION 40**

Title to Goods is transferred to the Buyer on delivery to the addresses above, or to the Supplier's warehouse where the Goods are to be stored by the Supplier in accordance with the Buy & Store Agreement. Title in any software shall remain at all times with the relevant licensor.

DATES FOR DELIVERY OF THE DELIVERABLES

Delivery date details/or as per Supplier's quotation included above/ref DWPSJ211020 P9 New & HWMA SWMA for P9 P8 5yr CF v2 The Delivery date will be confirmed once the order has been processed.

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is: £4,082,937.00 for Deliverable A and will be revisited for Deliverable B.

CALL-OFF CHARGES

£4,082,937.00 (excluding VAT) as per Supplier's quotation (see above)] The breakdown of these charges will be as per Appendix A – Payment Agreement; Annex 1 – Payment Schedule; Section 3 – Payments.

The Buyer shall pay to the Supplier the sum of £4,082,937.00 for the Goods and Services, together with any applicable VAT, in accordance with and subject to the Payment Agreement. The provisions of the Payment Agreement will be deemed incorporated into this Order Form, and will take precedence over all other provisions of the Order Form, the CCS Core Terms (version 3.0.8), and any other terms of the Technology Products and Associated Services Framework Agreement RM6068 and any other agreements that may be associated with the Order Form. The Payment Agreement shall survive the termination or expiry of all or any of the Order Form, the CCS Core Terms (version 3.0.8), and any other terms of the Technology Products and Associated Services Framework Agreement RM6068 and any other agreements that may be associated with the Order Form.

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 and Services as per Appendix A – Payment Agreement; Annex 1 – Payment Schedule; Section 3 – Payments. Payment to be made by BACS payment.

All invoices must include the purchase order number [Authority to advise number], 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, as per Appendix A – Payment Agreement; Annex 1 – Payment Schedule; Section 3 – Payments.

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 IN FULL - FOI SECTION 40

Email: **REDACTED IN FULL - FOI SECTION 40**

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED IN FULL - FOI SECTION 40

Technical Debt Lead

EMAIL: **REDACTED IN FULL - FOI SECTION 40**

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED IN FULL - FOI SECTION 40

Account Manager

EMAIL: **REDACTED IN FULL - FOI SECTION 40**

Computacenter (UK) Ltd

Hatfield Business Park, Hatfield Avenue, Hatfield,
Hertfordshire. AL10 9TW

SUPPLIER'S CONTRACT MANAGER

REDACTED IN FULL - FOI SECTION 40

Framework Sales Director

EMAIL: **REDACTED IN FULL - FOI SECTION 40**

Hatfield Avenue, Hatfield. AL10 9TW

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 for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

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 for Deliverable A but will be revisited for Deliverable B.

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:	Supplier	Signature:	Buyer
Name:	REDACTED IN FULL - FOI SECTION 40	Name:	REDACTED IN FULL - FOI SECTION 40
Role:	Senior Legal Advisor	Role:	Associate Commercial Specialist
Date:	4/11/20	Date:	4/11/20

APPENDIX A – PAYMENT AGREEMENT referenced DWPUPA002

REDACTED IN FULL

ANNEX 1 – PAYMENT SCHEDULE

REDACTED IN FULL

ADDENDUM TO ANNEX 1

CERTIFICATE OF ACCEPTANCE

REDACTED IN FULL

Appendix B

BUY AND STORE OR CUSTOMER OWNED KIT AGREEMENT

REDACTED IN FULL

APPENDIX 2

Leasing

REDACTED IN FULL