

Framework Schedule 6 v1.0 (Order Form Template and Call-Off Schedules)

Order Form

1. **CALL-OFF REFERENCE:** CVID 200282_Equinix Netscout Hardware
2. **THE BUYER:** Department for Work and Pensions (DWP)
3. **BUYER ADDRESS** 2 St Peters Square, Manchester. M2 3DF
4. **THE SUPPLIER:** **Softcat Plc**
5. **SUPPLIER ADDRESS:** **Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW**

6. **REGISTRATION NUMBER:** n/a
7. **DUNS NUMBER:** n/a
8. **SID4GOV ID:** n/a

9. APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **02/02/2021**.

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

10. CALL-OFF LOT(S):

Lot 2 Hardware & Associated Services

11. 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:

- a) Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services),
- b) This Order Form including the Call-Off Special Terms.
- c) Joint Schedule 1 (Definitions and Interpretation) RM6068.
- d) Joint Schedule 4 Commercially Sensitive Information
- e) CCS Core Terms (version 3.0.8)
- f) Joint Schedule 2 (Variation Form).
- g) Joint Schedule 3 (Insurance Requirements).

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.

12. CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: **None specified**

13. CALL-OFF START DATE: 02/02/2021

14. CALL-OFF EXPIRY DATE: 01/02/2021

15. CALL-OFF INITIAL PERIOD: 1 Year

16. CALL-OFF OPTIONAL EXTENSION PERIOD None

17. CALL-OFF DELIVERABLES

See details in the quote included in the Call-Off Charges section below, which shall also be deemed the Call-Off Specification.

REDACTED

18. LOCATION FOR DELIVERY

Buyer Addresses

Equinix DC

Equinix REDACTED

Equinix REDACTED

Total quantity for line items will need split half to each site as per BoM below.

Title to Goods is transferred to the Buyer on delivery to the addresses above. Title in any software shall remain at all times with the relevant licensor.

19. DATES FOR DELIVERY OF THE DELIVERABLES

To be confirmed & agreed in collaboration with **REDACTED** as external site to DWP

REDACTED

20. TESTING OF DELIVERABLES

None

21. WARRANTY PERIOD

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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.

22. 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

£414,505.84 (Inc. non-rec. VAT £69,084.31)

23. CALL-OFF CHARGES

£414,505.84 (inc. non-rec. VAT £69,084.31)

The Supplier shall submit invoices directly to the billing address as per the Buyer's order:

SSCL and DWP – **REDACTED & REDACTED**

The Supplier shall invoice the Buyer for Goods upon receipt into the Equinix Data Centres.

The Charges are fixed and 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.

24. REIMBURSABLE EXPENSES

None

25. PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyers order. The Supplier shall invoice the Buyer for Goods on despatch or receipt into Supplier's warehouse in accordance with the Buy & Store Agreement and for Services as per Supplier's quotation. Payment to be made by BACS payment.

All invoices must include the purchase order number **[Buyer 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, the payment profile set out above and the provisions of the Core Terms

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

26. BUYER'S INVOICE ADDRESS:

DWP, PO Box 406, SSCL

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

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Phoenix House

Celtic Springs Business Park

Newport

NP10 8FZ.

Email: APinvoices-DWP-U@gov.sscl.com

27. BUYER'S AUTHORISED REPRESENTATIVE

Main contacts

REDACTED

REDACTED

28. SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Senior Networking and Security Specialist

29. SUPPLIER'S CONTRACT MANAGER

As above.

30. PROGRESS REPORT FREQUENCY

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

31. PROGRESS MEETING FREQUENCY

TBC

32. KEY STAFF

Not applicable for standard supply transactions.

33. KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

34. COMMERCIALLY SENSITIVE INFORMATION

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

35. SERVICE CREDITS

Not applicable

36. ADDITIONAL INSURANCES

Not applicable

37. GUARANTEE

Not applicable

38. SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Senior Networking and Security Specialist	Role:	Category Mgr
Date:	2/2/2021	Date:	2/2/2021

Appendix A

Hardware Warranties / Terms and Conditions

REDACTED