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

Order Form

CALL-OFF REFERENCE: CVID200277 – Session Border Controllers

THE BUYER: The Department For Work And Pensions

BUYER ADDRESS 2 St Peters Square, Manchester. M2 3DF

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Ave, Hatfield, AL10 9TW

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 17/02/2021.

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 and Software and 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 Buy & Store Agreement set out at Appendix B of this Order Form ("the Buy & Store Agreement").
- 2. Call-Off Schedule 6 ICT Services (for the purposes of this Call-Off Schedule 6 ICT Services, Annex B, Annex C and Annex D are attached at Appendix A to this Order Form where applicable).
- 3. This Order Form including the Call-Off Special Terms.
- 4. Joint Schedule 1 (Definitions and Interpretation) RM6068.
- 5. Joint Schedule 4 Commercially Sensitive Information

- 6. CCS Core Terms (version 3.0.8)
- 7. Joint Schedule 2 (Variation Form).
- 8. Joint Schedule 3 (Insurance Requirements).
- 9. 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: 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.

Special Term 2: The Supplier shall deliver any Goods in accordance with its internal policies, including (but without limitation) all relevant security policies.

CALL-OFF START DATE: 31/03/2021

CALL-OFF EXPIRY DATE: 30/03/2024

CALL-OFF INITIAL PERIOD: 3 Year

CALL-OFF OPTIONAL EXTENSION 1 Year PERIOD

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.

LOCATION FOR DELIVERY Buyer Address REDACTED

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 To be agreed.

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 £2,383,127.24 plus VAT = £2,859,752.69

CALL-OFF CHARGES **£2,383,127.24 plus VAT = £2,859,752.69**

QUOTE REDACTED

The pricing provided by Computacenter as per attached quote reference DWPSBC080121 will hold the run rate discount that has been applied by Oracle throughout the duration of the contract and any potential extension periods. The discount will not extend to orders of a value lower than £16,326.56 excluding VAT subject to current Dollar exchange rates. If the list price of any item raises or lowers in this period, the same discount will be applied to this list price at the time of quotation.

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch or upon receipt into Supplier's warehouse in accordance with the Buy & Store Agreement. The Supplier shall invoice the Services as per Supplier's quotation embedded above. 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 Customer's order. The Supplier shall invoice the Customer 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, 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

SUPPLIER'S AUTHORISED REPRESENTATIVE **REDACTED**

SUPPLIER'S CONTRACT MANAGER REDACTED

PROGRESS REPORT FREQUENCY

Updates will be provided as part of standard Computacenter governance process as agreed by DWP.

PROGRESS MEETING FREQUENCY

Updates will be provided as part of standard Computacenter governance process as agreed by DWP.

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

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:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED

Appendix A

Annex B



hardware-systems-su pport-policies-069182

Annex C



Annex D



APPENDIX B

REDACTED

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Ref: RM6068 Project Version: v0.1 Model Version: v3.2