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

# **Order Form**

CALL-OFF REFERENCE: Project\_25865 – Code Deployment and

Management Software Licences 2023 -2024

THE BUYER: Department for Work and Pensions

BUYER ADDRESS 5thFloor, Two St. Peter's Square Manchester, M2

**3AA** 

THE SUPPLIER: SoftwareOne UK Ltd

SUPPLIER ADDRESS: SoftwareONE UK Ltd, 41-47, Hartfield Road, Wimbledon, London,

SW19 3RQ

REGISTRATION NUMBER: 06629601

DUNS NUMBER: 21-128-3673

SID4GOV ID:

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30/06/2023.

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):

Lot3 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 2 (Variation Form)

- Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for Project\_25865 Code Deployment and Management Software Licences 2023 -2024
  - Call-Off Schedule 6 (ICT Services)
  - o Call-Off Schedule 9 (Security) Part C
  - Call-Off Schedule 10 (Exit Management) Part B
  - o Call-Off Schedule 20 (Specification)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 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:

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.

CALL-OFF START DATE: 30/06/2023
CALL-OFF EXPIRY DATE: 28/03/2024
CALL-OFF INITIAL PERIOD: 9 Months
CALL-OFF OPTIONAL EXTENSION 1 Year
PERIOD

## **CALL-OFF DELIVERABLES**

The authority is now requiring the following new licences and quantities.

- o xx licences, to provide code deployment and management software for the cloud
- o Advanced support will need to be included with the licence to provide appropriate vendor support for the platform, which is used estate wide. It will need to provide 24/7 vendor backed support with a 2-hour SLA for P1 incidents. This will allow us to continue to roll out the product using vendor expertise as well as respond to incidents and issues within the product as part of BAU.

#### **LOCATION FOR DELIVERY**

5<sup>th</sup> Floor, Two St. Peter's Square Manchester, M2 3AA

#### DATES FOR DELIVERY OF THE DELIVERABLES

30/06/2023

## **TESTING OF DELIVERABLES**

None

### **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be Minimum is 90 days

#### **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 £[REDACTED] Inclusive of non recoverable VAT.

#### **CALL-OFF CHARGES**

Nett Value - £[REDACTED]

VAT - £[REDACTED]

Total Value - £[REDACTED]

The authority also requires a non-committed 1-year extension. If the extension is required, the authority will inform the supplier 3 months before the expiry of the contract.

With the non-committed 1-year extension, price will be subject to change and will be confirmed by the Supplier at time of quotation.

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 on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

## **BUYER'S INVOICE ADDRESS:**

Department for Work and Pensions AP Invoices [REDACTED] [REDACTED]

#### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]
Digital Engineering Platform
[REDACTED]
[REDACTED]

#### **BUYER'S ENVIRONMENTAL POLICY**

N/A

## **BUYER'S SECURITY POLICY**

N/A

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Public Sector Sales Leader

[REDACTED]

[REDACTED]

#### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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Contracts Manager [REDACTED] [REDACTED]

## PROGRESS REPORT FREQUENCY

To be determined after contract is in place

## PROGRESS MEETING FREQUENCY

To be determined after contract is in place

#### **KEY STAFF**

N/A

# **KEY SUBCONTRACTOR(S)**

N/A

#### **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

#### Framework Schedule 6

For and on behalf of the Supplier:

Signature:

Name:

Role: Public Sector Sales Lead UK Country Lead

Date: Jul 10,2023 Jul 11, 2023

For and on behalf of Buyer:

Signature:

Name:

Role: Associate Commercial Specialist

Date: Jul 11, 2023