

Framework Schedule 6 v2.0 (Order Form Template and Call-Off Schedules)

Order Form

1. **CALL-OFF REFERENCE:** CVID 200336_Netscout Infinistream
2. **THE BUYER:** Department for Work and Pensions (DWP)
3. **BUYER ADDRESS** 2 St Peters Square, Manchester. M2 3DF
4. **THE SUPPLIER:** **Computacenter (UK) Ltd**
5. **SUPPLIER ADDRESS:** Computacenter House, 100 Blackfriars Road, London, SE1 8HL

6. **REGISTRATION NUMBER:** REDACTED UNDER FOI ACT 40 (2)
7. **DUNS NUMBER:** REDACTED UNDER FOI ACT 40 (2)
8. **SID4GOV ID:** n/a

9. APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **30/06/2021**.

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 Annex B, Annex C and Annex D are attached as Annexes to this Order Form where applicable),
- 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 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.

12. 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 Customer'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.

Special Term 3: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Customer shall not terminate this Call-Off Contract without cause.

13. CALL-OFF START DATE: 02/07/2021

14. CALL-OFF EXPIRY DATE: 29/09/2022

15. CALL-OFF INITIAL PERIOD: 1 Year & 90 days (taking account of warranty support)

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.

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18. LOCATION FOR DELIVERY

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19. DATES FOR DELIVERY OF THE DELIVERABLES

To be agreed with Authority representative REDACTED UNDER FOI ACT 40 (2)

20. TESTING OF DELIVERABLES

None

21. 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.

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 **£300,972.54 (exc irrecoverable £60,194.51 VAT)**

23. CALL-OFF CHARGES

£300,972.54 (exc irrecoverable £60,194.51 VAT)

The Supplier shall submit invoices directly to the billing address as per the Buyer's order:
SSCL and DWP – FAO **REDACTED UNDER FOI ACT 40 (2)**

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 UNDER FOI ACT 40 (2)** and SSCL email address below.

26. BUYER'S INVOICE ADDRESS:

DWP, PO Box 406, SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ.

Email: **REDACTED UNDER FOI ACT 40 (2)**

27. BUYER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOI ACT 40 (2)

28. SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOI ACT 40 (2)

29. SUPPLIER'S CONTRACT MANAGER

REDACTED UNDER FOI ACT 40 (2)

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. COMMERCIAL 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 UNDER FOI ACT 40 (2)	Signature:	REDACTED UNDER FOI ACT 40 (2)
Name:	REDACTED UNDER FOI ACT 40 (2)	Name:	REDACTED UNDER FOI ACT 40 (2)
Role:	Senior Legal Advisor	Role:	DWP Category Manager
Date:	14 July 2021 12:02 BST	Date:	14 July 2021 12:04 BST

Annex C

Software Support and Maintenance Terms



NetScout Legal
Support Terms.pdf

Appendix A

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