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

**Order Form**

CALL-OFF REFERENCE: CVID 704961 – Gitlab SaaS

THE BUYER: The Department for Work and Pensions (DWP)

BUYER ADDRESS 2 St Peters Square, Manchester M2 3AA

THE SUPPLIER: SoftwareONE UK Ltd

SUPPLIER ADDRESS:41-47 Hartfield Road, Wimbledon, London

SW19 3RQ

REGISTRATION NUMBER: 6629601

DUNS NUMBER: 211283673

SID4GOV ID: Not Applicable

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 12th March 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 3 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)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **CVID 704961:** 
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  + Call-Off Schedule 9 (Security) Part C
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.6)
2. 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:

**None**

CALL-OFF START DATE: **28th March 2021**

CALL-OFF EXPIRY DATE: **27th March 2024**

CALL-OFF INITIAL PERIOD: **36 months**

CALL-OFF OPTIONAL EXTENSION **12 months**

PERIOD

CALL-OFF DELIVERABLES:

**Renewal for 3 Years**

10 L128.67052.EN SaaS - Ultimate NON-SPEC/EN

Subscription Renewal for 3 Year Non-Specific

Gitlab B.V. 1-1 SUB TLP 960 **REDACTED**

Duration period: 28.03.2021 - 27.03.2024

The buyer is unable to terminate the 3 year call-off contract unless there is a contract Default caused by the Supplier.

LOCATION FOR DELIVERY

**Software Licences – Licenced to DWP**

DATES FOR DELIVERY OF THE DELIVERABLES

**28th March 2021**

TESTING OF DELIVERABLES

**None**

WARRANTY PERIOD

**The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 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**

CALL-OFF CHARGES

**£2,231,043.84 inclusive of VAT**

**Year 1 - REDACTED**

**Year 2 - REDACTED**

**Year 3 - REDACTED**

**Total - £1,859,203.20 + VAT = £2,231,043.84 inc. VAT**

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 Customers order.**

**All invoices must include the purchase order number to be provided by the Authority, 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:

**DWP, PO Box 406, SSCL**

**Phoenix House**

**Celtic Springs Business Park**

**Newport**

**NP10 8FZ**

**Email: REDACTED**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED**

**REDACTED**

41-47 Hartfield Road, Wimbledon, SW19 3RQ

SUPPLIER’S CONTRACT MANAGER

**REDACTED**

**REDACTED**

41-47 Hartfield Road, Wimbledon, SW19 3RQ

PROGRESS REPORT FREQUENCY

**Not Applicable**

PROGRESS MEETING FREQUENCY

**Not Applicable**

KEY STAFF

**Not Applicable**

KEY SUBCONTRACTOR(S)

**Not Applicable**

COMMERCIALLY SENSITIVE INFORMATION

N/A

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: | Head of Public Sector | Role: | Associate Commercial Manager |
| Date: | 16th March 2021 | Date: | 16th March 2021 |

**Appendix A – Attachments**

**SoftwareONE UK Ltd Quote**

**REDACTED**

**Gitlab Terms and Conditions**

