



Crown
Commercial
Service

Call-Off Order Form

Contract Reference: CCZN20A08

DHSC Workstation IT hardware

Bid pack for DHSC Workstation IT hardware

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

Order Form

CALL-OFF REFERENCE: [CCZN20A08]

THE BUYER: Department of Health and Social Care

BUYER ADDRESS 79 Whitehall
London
Greater London
SW1A 2NS
England

THE SUPPLIER: [Comptacenter UK Ltd]

SUPPLIER ADDRESS: Redacted

REGISTRATION NUMBER: 01584718]

DUNS NUMBER: [226023463]

SID4GOV ID: [Unknown]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per Supplier Signature Date.
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 2 Hardware & 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 Attachments and Call-Off Special Terms.
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 this Call-Off Contract:
 - Call-Off Schedule 5 (Pricing Details)
4. CCS Core Terms (version 3.0.6) (including paragraph 10 of Framework Award Form)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Call-Off Schedule 4 (Call-Off Tender) which shall comprise of Attachment 2 – Supplier Tender Response and Attachment 4 – Price Schedule

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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 A:

In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Buyer's Order and is contractually bound, the Supplier shall offer the Buyer a replacement model or equivalent substitute goods at no additional cost to the Buyer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Buyer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Buyer rejects the replacement model or equivalent substitute goods, the Supplier's failure to Deliver in accordance with the Call-Off Contract shall be deemed a material Default entitling the Buyer to terminate the Call-Off Contract.

Special Term B:

Warranty shall commence on Delivery to Customer Site. Warranty deferral is available up to 3 months of storage in Buy and Store facility for Desktops and Monitors only.

Special Term C:

Risk shall pass on receipt of delivery at the Buyer's goods in reception.

Title of the Goods shall pass on delivery to a secure storage facility and issue of a satisfactory vesting certificate.

Special Term D:

The Buyer has specifically requested storage of Goods. The Supplier shall ensure:

- Goods are stored in a UK warehouse;

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- that once the Goods are delivered to the storage facility they are not moved without prior agreement from the Buyer, save for delivery in line with the Implementation Plan
- Goods are clearly allocated as belonging to the Buyer
- adequate insurance is included to cover damage or loss to any or all of the Goods
- the Buyer has right and access to inspect the Goods at any point, given reasonable notice
- a vesting certificate is provided to the Buyer within 2 Working Days of delivery to the storage facility. Vesting certificates must be dated from the date the delivery to the storage facility was made
- an invoice for the stored Goods is issued along with the vesting certificate. For the avoidance of doubt, this invoice must cover the Charges of the Goods only, Charges for storing Goods should be invoiced monthly in arrears (reflecting actual pallets and weeks in storage).

CALL-OFF START DATE: **Date Customer Signed the Order Form**

CALL-OFF EXPIRY DATE: **Six (6) Months from Call-Off Start Date**

CALL-OFF INITIAL PERIOD: **Maximum of six (6) Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **None**

CALL-OFF DELIVERABLES

Redacted

LOCATION FOR DELIVERY

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Leamington Spa (full address to be given by Contracting Authority to the winning Supplier post contract award).

Title to Goods is transferred to the Customer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

See Implementation Plan in Attachment 3 – Statement of Requirements and note that only half the quantity of hardware to Leamington Spa is being purchased by the Contracting Authority.

TESTING OF DELIVERABLES

Acceptance Test Criteria below:

- a) For each delivery, the correct quantity of device types has arrived;
- b) All boxes are delivered with the packaging intact;
- c) No boxes have evidence of damage prior to stock checking in the Buyer's goods in area;
- d) No devices have any cosmetic damage;
- e) Each device successfully loads the Buyer's image (where applicable);
- g) Each device connects successfully to the Buyer's network (where applicable);

The Goods shall be deemed as Accepted twenty-eight (28) Calendar Days following delivery at the Buyer's goods in reception unless otherwise notified by the Buyer.

WARRANTY PERIOD

One year standard warranty.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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CALL-OFF CHARGES

The Contract charges will be based on the final chosen hardware list by the Contracting Authority. The Maximum contract charges will not exceed £281,634.71 (Ex VAT).

The Supplier shall submit invoices directly to the billing address as per the Customer's order. 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.

The Charges may not be increased at any point during the Contract.

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

BUYER'S INVOICE ADDRESS:

Department of Health and Social Care
Richmond House,
79 Whitehall,
London,
Greater London,
SW1A 2NS,
England.

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BUYER'S AUTHORISED REPRESENTATIVE

Redacted

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

PROGRESS REPORT FREQUENCY

Where applicable to be agreed by both parties

PROGRESS MEETING FREQUENCY

Where applicable to be agreed by both parties

KEY STAFF

None

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Redacted

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SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

Redacted