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

Order Form

CALL-OFF REFERENCE: C23408

THE BUYER: Secretary of State for the Department for

Environment, Food and Rural Affairs.

BUYER ADDRESS Seacole Building, 2 Marsham Street, SW1P 4DF

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Avenue, Hatfield, Herts, AL10 9TW

REGISTRATION NUMBER: 01584718 DUNS NUMBER: 22-602-3463

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 2 Hardware

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

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) RM6098
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 6 (ICT Services) including Annexes A to E
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - o Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 23 (HMRC Terms)
- 5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

- 1. The Buyer has the right to terminate any part of the Services within the Call-Off Contract at any time without reason by giving the Supplier not less than 30 days written notice.
- 2. The Buyer has the right to terminate the Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.
- 3. The Buyer does not guarantee the Supplier any exclusivity, quantity or value of work under this Call-Off Contract.
- 4. Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer'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.

- 5. Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.
- 6. All Services will be performed in accordance with the agreed statement of work and where applicable subject to third party standard service terms. The acceptance procedures and warranties in respect of the deliverables shall be as set out in the statement of work only.

CALL-OFF START DATE: 23rd August 2024

CALL-OFF EXPIRY DATE: 22nd August 2026

CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF OPTIONAL EXTENSION

PERIOD: 12 Months

CALL-OFF DELIVERABLES

Appendix D - Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

As detailed within ITT Further Competition Appendix A – Statement of Requirements

Title to Goods is transferred to the Buyer 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

Contract award plus (time period to be defined) delivery of hardware following order placement.

Contract award plus (immediate affect) the associated services are delivered.

Contract award plus (time period to be defined) the collection and sustainable decommissioning and disposal of existing hardware.

See also details in Call-Off Schedule 13 (Implementation Plan & Testing)

TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

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 shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) 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:





BUYER'S ENVIRONMENTAL POLICY

Environmental Principles Policy Statement 31st January 2023 available online at: <u>Environmental principles policy statement - GOV.UK (www.gov.uk)</u>

<u>Procurement at Defra - Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)</u>

BUYER'S SECURITY POLICY

The Supplier must comply with the following Defra Group Security policies, as such policies may be amended and updated over the period of the Call-Off Contract:

The Supplier must comply with the following Defra Group Security policies where relevant to the service provided. Policies will be amended and updated over the period of the contract and Suppliers are required to comply with any revised policies relevant to the service provided that are issued:

Defra Group Acceptable Use Policy

Defra Group Access Control Policy

Defra Group Business Continuity Policy

Defra Group Classification Policy

Defra Group Information Risk Policy

Defra Group Offshoring Security Policy

Defra Group Password Policy

Defra Group Personnel Security Policy

Defra Group Physical Security Policy

Defra Group Removable Media Policy

Defra Group Security Incident Response Management Policy

DgS Cyber and IT Security Assurance Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

KEY SUBCONTRACTOR(S)

Sys-teams Ltd

Unit 2, Beta Way, Thorpe Industrial Estate, Egham, Surrey, TW20 8RE

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

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix D – Pricing Schedule

As per the attached Appendix D – Pricing Schedule.

RM6098-Appendix D Price-schedule-template Defra AV VC issue v1_0



Annex 1 – Form of Tender



Annex 2 – Standards & Policies

As per the attached:

LIT 55530 - Defra Staff Travel and Subsistence Policy



Annex 3 – Site Inventory



Annex 4 – Governance Model

Proposed AV VC Contract Management Governance v1_0



Annex 5 – Functional and Non Functional Requirements



Annex 6 – Call-Off Schedule 13 (Implementation Plan & Testing)



Annex 7 – SoW for MTR Monitoring

