

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 Kit France

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 – **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:

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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. COMMERCIALLY 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:		Signature:	
Name:		Name:	
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

BUY AND STORE OR CUSTOMER OWNED KIT AGREEMENT

REDACTED UNDER FOI ACT 40 (2)

The parties agree that in respect of the items listed below/set out in the Customer purchase order ("Goods") Computacenter shall:

- (a) upon acceptance of or on request by the Customer in relation to Customer's purchase order ("PO") relating to this Order Form form for REDACTED UNDER FOI ACT 43 (2)
- (b) upon request or on request by the Customer in relation to PO(s) raised by the Customer between the dates of 02/07/2021 to 29/09/2022 that reference this agreement: REDACTED UNDER FOI ACT 43 (2)

either:

- (i) invoice for the Goods to be supplied and hold the same on behalf of the Customer; or
- (ii) receipt and hold the Goods if purchased by the Customer from one or more alternative source(s), ("Customer Owned Kit").

This amendment shall apply to the terms and conditions under which Goods are normally supplied by Computacenter to the Customer REDACTED UNDER FOI ACT 43 (2) In the case of conflict the terms and conditions contained herein shall take precedence.

1. The Customer shall ensure that the PO contains:
 - 1.1. A request for Computacenter to invoice for the Goods detailed therein to receive and hold the same on behalf of the Customer for a period which shall not in any event exceed six months.
 - 1.2. An agreed delivery schedule in respect of Goods to be supplied.
2. Computacenter shall upon acceptance of the PO and receipt of a duly signed copy of this Agreement:
 - 2.1. Raise an invoice when the Goods are received into Computacenter and transferred to be labelled as Customer Goods. This invoice shall be payable in accordance with the standard payment terms agreed between Computacenter and the Customer and is payable even though the Goods are physically held by Computacenter. Services ordered may be invoiced at point of shipment for delivery. Where in accordance with paragraph 3 of Appendix 1, the Customer is liable to pay any import or export duties, Computacenter shall invoice the Customer for such duties after it has incurred them.
 - 2.2. Insure the Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of six (6) months from receipt of Goods. If the Goods are held by Computacenter for a period longer than six (6) months, Computacenter reserve the right to charge the Customer additional storage fees in accordance with Clause 6.



2.3. Notwithstanding Computacenter's obligations under Clause 2.2 above, risk in the Goods shall pass to the Customer upon commencement of the storage period.

3. Title in the Goods shall pass upon payment to Computacenter in full (save where the Goods are Customer Owned Kit).
4. Where any Goods are to be delivered by Computacenter to a destination outside of the UK then APPENDIX 1 attached hereto shall also apply.
5. Where Computacenter has agreed with the Customer that a third party leasing company shall discharge the Customer's payment obligations in relation to the Goods or that Computacenter shall lease the Goods to the Customer, then Appendix 2 attached hereto shall apply and in the event of any conflict shall take precedence.
6. The Price agreed shall include insurance as detailed at Clause 2.2 for a maximum period of six (6) months from receipt of the Goods by Computacenter after which time, unless otherwise agreed, Computacenter shall be under no obligation to hold or insure the Goods and may invoice the Customer additional storage fees to cover any and all of our costs of storage or insurance for the Goods held longer than six (6) months.
7. Once accepted by Computacenter, the PO may not be cancelled and the Price agreed shall not be subject to change.
8. Computacenter reserves the right to invoice in accordance with Clause 2.1 above for any services required in respect of the Goods (including but not limited to configuration and loading of software) and to perform said services at any time prior to delivery.

Please sign and return the below Agreement acceptance form, together with a copy of this letter and your PO.

Yours sincerely

REDACTED UNDER FOI ACT 40 (2)

On behalf of Computacenter (UK) Limited

ACCEPTANCE OF TERMS AND CONDITIONS

Signed on behalf of: Department for Work and Pensions

Signature:

By signing above I confirm I am authorised to sign this Agreement on behalf of **Department for Work and Pensions** and to commit **Department for Work and Pensions** to all terms contained within.

Date:

Full Name:

Position:



Please return to: Group Finance Operations, Post Point 11, Computacenter (UK) Limited
Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW

APPENDIX 1

Export

1. Where the delivery of the Goods will be to a destination outside of the UK, the Customer hereby authorises Computacenter (and Computacenter's authorised third party agents) to enter, sign and amend all customs entries completed on the Customer's behalf under the principle of direct representation.
2. The Customer further acknowledges that:
 - (i) exports may be subject to export licence approval process and Computacenter's compliance with applicable export control regulations may result in a delay to any expected delivery date (wherein Computacenter shall notify the Customer of such delays as soon as is reasonably practicable);
 - (ii) nothing in this Agreement shall seek to transfer responsibility for the Customer's Intrastat reporting obligations to Computacenter.

The authorisation given at paragraph 1 above shall remain valid until the Parties agree otherwise or on the expiry or earlier termination of the Agreement.

3. For clarity, where Computacenter exports any Goods on behalf of the Customer and in accordance with the applicable agreement between Computacenter and Customer the customer is liable to pay any related import or export duties, such duties shall be additionally chargeable and shall be invoiced in accordance with Clause 2.1 of the Agreement.

