

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

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

Order Form

CALL-OFF REFERENCE: **CVID704961 GitLab Licences**

THE BUYER: DWP

BUYER ADDRESS **REDACTED**

THE SUPPLIER: **SoftwareOne UK Ltd.**

SUPPLIER ADDRESS: 1 Parkshot, Richmond, Surrey, TW9 2RD

REGISTRATION NUMBER: 06629601

DUNS NUMBER: 211283673

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01 April 2020.

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)

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- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information) - Unused
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CVID704961
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - CCS Core Terms (version 3.0.6)
- 4. 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: **01 April 2020**

CALL-OFF EXPIRY DATE: 31 March 2021

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION **N/A**
PERIOD

CALL-OFF DELIVERABLES
REDACTED GitLab licences with Premium Support

LOCATION FOR DELIVERY
REDACTED

DATES FOR DELIVERY OF THE DELIVERABLES
01 April 2020

TESTING OF DELIVERABLES
None

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be
Minimum is 90 days

MAXIMUM LIABILITY

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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 **£306,854.96**

CALL-OFF CHARGES
£306,854.96

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
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:
REDACTED

EMAIL: REDACTED

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED

Framework Ref: RM6068
Project Version: v0.1
Model Version: v3.2

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SUPPLIER'S CONTRACT MANAGER
REDACTED

PROGRESS REPORT FREQUENCY
Not applicable.

PROGRESS MEETING FREQUENCY
Not applicable.

KEY STAFF
See contacts above.

KEY SUBCONTRACTOR(S)
Not applicable.

COMMERCIALLY SENSITIVE INFORMATION
Not applicable.

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable
GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Date:	24/3/2020 17:37 GMT	Date: GMT	25/3/2020 14:30 GMT

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:
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Call-Off Schedule 5 (Pricing Details)

The total cost of this agreement is **£255,712.47 (ex VAT)**.



Quotation provided by:

REDACTED

Customer: DWP
Date: 19/03/2020
Quote Reference: LA190302

Part No.	Description	Comments	Quantity	Unit Cost	Total
464803	GitLab Premium REDACTED by GitLab	Subscription Renewal (Non-Cancellable/Returnable) (ESD)	1	REDACTED	255,712.47
Total excluding VAT					£ 255,712.47
VAT at 20%					£ 51,142.49
Total including VAT					£ 306,854.96

- Orders below the value of £100 will incur an additional £5.00 fulfillment charge.
- Prices valid for the duration of the month in which the quote is sent.
- A formal PO or details on company headed paper is required for hardware orders over £2,000 and software orders over £5,000.
- E&OE
- All quotes are subject to immediate change in line with major exchange rate and pricing fluctuations.
- A formal PO or details on company headed paper is required for all services orders, hardware orders over £2,000 and software orders over £5,000.
- IFI can help in any way regarding this quote, please do not hesitate to contact me to discuss.

SWO Quote reference: GB-QUO-242471.

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.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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Call-Off Schedule 9 (Security)

Part C: Commodity Service Security Requirements

Definitions - In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Security Management Plan” means the Supplier's security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:
 - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan. After Buyer Approval the Security Management Plan will apply during the Term of this Call-Off Contract. The plan will protect all aspects and processes associated with the delivery of the Services.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
1. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Software Licensing as follows:

Gitlab	License Only	REDACTED	User Licences	Vendors Standard Support
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Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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