**REDACTED VERSION**

**Framework Schedule 6 v3.0 (embedded warranties)**

**(Order Form Template and Call-Off Schedules)**

**Order Form**

1. **CALL-OFF REFERENCE:** CVID 200268\_Splunk Infrastructure\_Insight Direct (UK)
2. **THE BUYER:** Department for Work and Pensions (DWP)
3. **BUYER ADDRESS** 2 St Peters Square, Manchester. M2 3DF
4. **THE SUPPLIER:** Insight Direct (UK) Ltd
5. **SUPPLIER ADDRESS:** 4th Floor The Charter Building, Charter Place, Uxbridge
 UB8 1JG
6. **REGISTRATION NUMBER: redacted**
7. **DUNS NUMBER: redacted**
8. **SID4GOV ID: redacted**
9. **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 7/12/2020.

It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

1. CALL-OFF LOT(S):

**Lot 2 Hardware & Associated Services**

1. 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. Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services),
2. This Order Form including the Call-Off Special Terms.
3. Joint Schedule 1 (Definitions and Interpretation) RM6068.
4. Joint Schedule 4 Commercially Sensitive Information
5. CCS Core Terms (version 3.0.8)
6. Joint Schedule 2 (Variation Form).
7. Joint Schedule 3 (Insurance Requirements).
8. 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.

1. **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract: **None specified**

1. **CALL-OFF START DATE:** 07/12/2020
2. **CALL-OFF EXPIRY DATE**: 06/12/2021
3. **CALL-OFF INITIAL PERIOD**: 1 Year
4. **CALL-OFF OPTIONAL EXTENSION PERIOD** 1 Year
5. **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.**

1. **LOCATION FOR DELIVERY**

Buyer Address

* Redacted
* Redacted

Title to Goods is transferred to the Buyer on delivery to the addresses above. Title in any software shall remain at all times with the relevant licensor.

1. **DATES FOR DELIVERY OF THE DELIVERABLES**

**TO BE CONFIRMED**

1. **TESTING OF DELIVERABLES**

None

1. **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.

1. **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

**£401,056.54 (Inc. non-rec. VAT £66,842.76)**

1. **CALL-OFF CHARGES**

**£401,056.54 (Inc. non-rec. VAT £66,842.76)**

Redacted quote

Including:

**Insight Direct are pleased to confirm that the price validity has now been extended to the 21st December 2020.**

****

**ROGER TALBOT  |  Contracts Manager  |  Insight Direct (UK) Ltd**

**t. redacted**

**Insight Direct (UK) Limited | 4th Floor The Charter Building, Charter Place, Uxbridge. UB8 1JG**

The Supplier shall submit invoices directly to the billing address as per the Buyer’s order: SSCL and DWP – Neil Moxon &/or Matt Malcolm.

The Supplier shall invoice the Buyer for Goods upon receipt into the Buyer’s Data Centres at redacted & redactedThe 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.

1. **REIMBURSABLE EXPENSES**

None

1. **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 TBC, 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) and SSCL email address below.

1. **BUYER’S INVOICE ADDRESS:**

DWP, PO Box 406, SSCL

Phoenix House

Celtic Springs Business Park

Newport

NP10 8FZ.

Email: APinvoices-DWP-U@gov.sscl.com

1. **BUYER’S AUTHORISED REPRESENTATIVE**

**REDACTED; Infrastructure Services - Tooling Lead Digital Group Mob: REDACTED**

**REDCATED; Infrastructure Services - Tooling   Mob: REDCATED**

Green Zone, West Wing - Ground Floor, Phase 2, Government Buildings, Peel Park, Brunel Way, Blackpool FY4 5ES

e-mail: **REDCATED**

**REDCATED**

1. **SUPPLIER’S AUTHORISED REPRESENTATIVE**

**ROGER TALBOT - Insight Direct (UK) Ltd**

**t. REDCATED |  REDCATED |  uk.insight.com**

**Insight Direct (UK) Limited | 4th Floor The Charter Building, Charter Place, Uxbridge. UB8 1JG**

1. **SUPPLIER’S CONTRACT MANAGER**

As above.

1. **PROGRESS REPORT FREQUENCY**

Where applicable; on the first Working Day of each calendar month

1. **PROGRESS MEETING FREQUENCY**

TBC

1. **KEY STAFF**

Not applicable for standard supply transactions.

1. **KEY SUBCONTRACTOR(S)**

Not applicable for standard supply transactions.

1. **COMMERCIALLY SENSITIVE INFORMATION**

Supplier’s pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

1. **SERVICE CREDITS**

Not applicable

1. **ADDITIONAL INSURANCES**

Not applicable

1. **GUARANTEE**

Not applicable

1. **SOCIAL VALUE COMMITMENT**

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDCATED** | Signature: | **REDCATED** |
| Name: | Roger Talbot | Name: | **REDCATED** |
| Role: | Contracts Manager | Role: | Category Manager |
| Date: | 07/12/2020 | Date: | 07/12/2020 |

**Appendix A**

**Hardware Warranties / Terms and Conditions**

**REDCATED**