



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

The Department for Work and Pensions (DWP)

Billing address

Your organisation's billing address - please ensure you include a postcode

Department for Work and Pensions, PO Box 406, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ

Electronic Invoices to be sent to: APinvoices-DWP-U@sscl.gse.gov.uk

Customer representative name

The name of your point of contact for this Order

REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative

REDACTED



Supplier details
<p>Supplier name The Supplier organisation name, as it appears in the Framework Agreement Computacenter (UK) Limited.</p>
<p>Supplier address Supplier's registered address Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW</p>
<p>Supplier representative name The name of the Supplier point of contact for this Order REDACTED</p>
<p>Supplier representative contact details Email and telephone contact details of the supplier's representative REDACTED</p>
<p>Order reference number or the Supplier's Catalogue Service Offer Reference Number A unique number provided by the supplier at the time of the Further Competition Procedure Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number CVID 200074 – Nutanix Hardware Support and Maintenance</p>

Section B Overview of the requirement

Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i>	Customer project reference <i>Please provide the customer project reference number.</i>
1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/>	CVID 200074
2. TRANSITION & TRANSFORMATION <input type="checkbox"/>	Call Off Commencement Date
3. OPERATIONAL SERVICES	<i>The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form</i>
a: End User Services <input checked="" type="checkbox"/>	1 st August 2020
b: Operational Management <input type="checkbox"/>	
c: Technical Management <input type="checkbox"/>	
d: Application and Data Management <input type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS	
a. OFFICIAL <input type="checkbox"/>	



a. SECRET (& above)

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months
12 months

Call Off Extension Period (Optional) Months
12 months

Minimum Notice Period for exercise of Termination Without Cause)

For the purposes of Clause 30.7 of the Call Off Terms 'Termination Without Cause', the Customer shall not terminate this Call Off Contract without cause.

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

REDACTED

Nutanix Co-Termed Hardware Support and Maintenance Renewal - 1st August 2020 – 31st July 2021 as per detailed in the attached quotation above (highlighted in yellow). For the avoidance of doubt, the sections of the quote entitled as follows shall be disregarded – Option 1, Option 2 and Option 3 (except the detail highlighted in yellow).

Location/Site(s) for provision of the Services

As per Supplier's quotation.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order



Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

C: Call Off Guarantee

D: Relevant Convictions

A3: Staff Transfer

E: Security Requirements

A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

A1: Testing

A2: Key Personnel

G: Security Measures

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

H: MOD Additional Clauses

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

Alternative Clauses

B3: Supplier Equipment

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

B4: Maintenance of the ICT Environment

Tick any applicable boxes below

B5: Supplier Request for Increase of the Call Off Contract Charges

Scots Law Or

B6: Indexation

Northern Ireland Law

B7: Additional Performance Monitoring Requirements

Non-Crown Bodies

Non-FOIA Public Bodies

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.
N/A



<p>Organisations required to collaborate (Collaboration Suppliers) N/A</p>	<p>An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date <i>insert right</i> OR</p>	<p>Click here to enter text.</p>
<p>An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. <i>tick box (right) and append as a clearly marked complete document</i></p>	<input checked="" type="checkbox"/>	
<p>Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below</p>		
<p>Supplier Software</p>	<p>Third Party Software</p>	
<p>NA</p>	<p>As per renewals calendar and/or software quotation request</p> <p>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</p>	
	<p>Maintenance Agreement</p>	
	<p>As per Supplier's quotation.</p>	
	<p>Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.</p>	
<p>Customer Property <i>(see Call Off Clause 21)</i></p>		
<p>Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data) <i>List below if applicable</i></p>		
<p>Not Applicable</p>		
<p>Call Off Contract Charges and Payment Profile <i>(see Call Off Schedule 2)</i></p>		
<p>Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS) <i>List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.</i></p>		
<p>£167,368.00 plus recoverable VAT = £200,841.60</p>		



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

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

**£167,368.00 plus recoverable VAT
= £200,841.60**

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

[Click here to enter text.](#)

Professional Indemnity Insurance (£)

[Click here to enter text.](#)

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

[Click here to enter text.](#)

Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Not Applicable

Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

BCDR (see Call Off Schedule B1)

~~This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.~~



~~An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract – tick box (right) and append as a clearly marked complete document~~

OR



~~Time frame for delivery of a BCDR Plan from the Supplier to the Customer—
from the Call Off Commencement Date (Working Days)~~

~~Click here to
enter text.~~

~~Where applicable insert right~~

~~Disaster Period (calendar days)~~

~~Click here to
enter text.~~

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

~~X—Service Failures (number)~~

~~Where applicable insert right~~

~~Click here to
enter text.~~

~~Y—Period (Months)~~

~~Where applicable insert right~~

~~Click here to enter
text.~~

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

As detailed in the requirements documentation provided by the Customer and the Suppliers terms and conditions in Appendix 1

Key Personnel

List below or append as a clearly marked document to include Key Roles

~~Click here to enter text.~~

Customer Responsibilities

List below or append as a clearly marked document

~~Click here to enter text.~~

Relevant Conviction(s)

~~Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.~~

~~List below or append as a clearly marked document (see Call Off Clause D where used)~~

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

~~Specific requirement and its relation to the
Services~~

~~Click here to enter text.~~

~~Other CCS framework agreement(s) to be
used~~

~~Click here to enter text.~~

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)



Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).
If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of **[specify the relevant time period]** more than once in any **[specify the relevant period]** or more than **[specify the relevant time period]**.

And/or

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours **[specify the relevant core hours]** to the **[specify the relevant Service]** for more than **[specify the relevant time period]**, or **[specify the relevant time period]**.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**.

Service Credits

Formula for calculation

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **[xxx]**% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **[xxx]**% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CGS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established — from the Call Off Commencement Date (Working Days) Where applicable insert right

[Click here to enter text.](#)



Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£167,368.00 plus recoverable VAT = £200,841.60



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	Legal Advisor
Signature	REDACTED
Date	29th July 2020

For and on behalf of the Customer

Name	REDACTED
Job role/title	Associate Commercial Specialist
Signature	REDACTED
Date	31st July 2020