

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

### Order Form

CALL-OFF REFERENCE:	C25038
THE BUYER:	The Secretary of State for the Home Department
BUYER ADDRESS	2 Marsham Street, London, SW1 4DF
THE SUPPLIER:	Computacenter (UK) Limited
SUPPLIER ADDRESS:	Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW
REGISTRATION NUMBER:	1584718
DUNS NUMBER:	██████████
SID4GOV ID:	████

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26<sup>th</sup> June 2023. 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)
    - Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for C24826
    - Call-Off Schedule 1 Transparency
    - Call-Off Schedule 5 (Pricing Details)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Annexes A to E Call-Off Schedule 6 (ICT Services)

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:

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 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 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

CALL-OFF START DATE: 20th June 2023

CALL-OFF EXPIRY DATE: 19th June 2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION Up to of two periods of up to 12 Months each  
PERIOD

## **CALL-OFF DELIVERABLES**

### **Deliverables (Mandatory)**

- Suppliers must have the capability to provide a range of Software and Open Source Software and Associated Services.
- The Supplier must provide; where required; installation, implementation and configuration of software.
- The Supplier must provide or make arrangements for the support and maintenance services for software products purchased via this Framework Contract.
- The Supplier must provide where required, renewals of existing commoditised support and maintenance service agreements.
- The Supplier must provide where required, pre-sales support for specification clarification.
- The Supplier must provide advice to the Authority on opportunity to transfer software licences to other public bodies when those licences are no longer required by the Buyer.
- Application and Data Management Support - the Supplier must provide a wide variety of application services, processes and methodologies for maintaining, enhancing, managing and supporting custom or enterprise applications, packaged software applications, or network-delivered applications.
- The Supplier may provide management of updates and patches related to software purchased via this Framework Contract.

### **Deliverables (Optional)**

- Value-added Software Management (support entitlement) - the Supplier may independently maintain accurate purchase records (unless the Authority requests otherwise), including any information necessary to identify and support of the Authority's claim of entitlement to licences (including but not limited to: licence metrics, quantity, product details, support details etc.). This information can be requested by CCS on a reasonable basis.

## LOCATION FOR DELIVERY

Multiple Buyer sites within the UK when required.

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 OF THE DELIVERABLES

Within 48 hours of a valid purchase order. Time shall not be of the essence.

## TESTING OF DELIVERABLES

N/A

## 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.

[REDACTED]

## CALL-OFF CHARGES

Initial Term value £ [REDACTED]

Optional Value including provision for both extension periods £ [REDACTED]

Call-Off Maximum Value £2,000,000.00.

Date to be purchased	Estimated quantity of subscription-based licences required (includes SMS)	(Initial term) Charges for initial 12 month period (to be valid from 01/06/2023 to 31/05/24)	(Initial term) Charges for second 12 month period (to be valid from 01/06/2024 to 31/05/25)	(Optional extension period) Charges for extension period (to be valid from 01/06/2025 to 31/05/26 only)	(Optional extension period) Charges for extension period (to be valid from 01/06/2026 to 31/05/27 only)	(Optional extension period) Charges for extension period (to be valid from 01/06/2027 to 31/05/28 only)

# Framework Schedule 6

12 <sup>th</sup> June 2023 (and annually thereafter till 2025)	Semperis Directory Services Protector (Essential + Advanced + Intelligence) for up to [REDACTED] users	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
12 <sup>th</sup> June 2023 (and annually thereafter till 2025)	Support and Maintenance up to [REDACTED] users	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
<b>Total</b>		£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

\*The Charges for the second half of the Initial Term will be invoiced no later than 01/06/2023.

\*\*The Charges for years 3 and 4 are specified for the Optional Extension periods in the event they are used. The table above does not constitute a commitment from the Buyer to enter one or both Optional Extension Periods.

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**

N/A

## **PAYMENT METHOD**

BACS payment method on presentation of valid invoices with Authorities Purchase Order number and Contract Reference C25038

## **BUYER'S INVOICE ADDRESS:**

[REDACTED]

## **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

## **BUYER'S ENVIRONMENTAL POLICY**

Not applicable

## **BUYER'S SECURITY POLICY**

Not applicable

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

## **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

## **PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

## **PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

## **KEY STAFF**

N/A

## **KEY SUBCONTRACTOR(S)**

N/A

## **COMMERCIALLY SENSITIVE INFORMATION**

All information detailed in the section 'CALL-OFF CHARGES' of this call-off contract and all information pertaining to Computacenter's pricing is considered commercially sensitive information. Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call Off Term +3 years

## **SERVICE CREDITS**

N/A

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## **ADDITIONAL INSURANCES**

N/A

## **GUARANTEE**

N/A

## **SOCIAL VALUE COMMITMENT**

Not applicable

For and on

Signature:

Name:

Role: Senior Legal Adviser

Date: 20 June 2023 | 12:06 BST

For and on behalf of Buyer:

Signature:

Name:

Role: Commercial Manager

Date: 20.6.23