

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

Order Form

CALL-OFF REFERENCE: **itt_9372**

THE BUYER: **THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS**

BUYER ADDRESS **2 Marsham Street, London, SW1P 3EB**

THE SUPPLIER: **Computacenter (UK) Limited**

SUPPLIER ADDRESS: **Hatfield Ave, Hatfield, AL109TW**

REGISTRATION NUMBER: **01584718**

DUNS NUMBER: **22-602-3463**

SID4GOV ID: **Not applicable**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature. 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.
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)

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- Call-Off Schedules:
 - 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).

4. CCS Core Terms (version 3.0.8).

5. 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 Term is incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE: **6th November 2022**CALL-OFF EXPIRY DATE: **5th November 2025**CALL-OFF INITIAL PERIOD: **3 years**CALL-OFF OPTIONAL EXTENSION PERIOD: **1 year + 1 year optional****CALL-OFF DELIVERABLES**

Option A: as per Table Below:-

#	Product	Quantity Required	Product Code	Tender Price (per monthly licence)	Total Annual Cost	Total Contract Price (3 years)
	Servicenow® Integration hub Professional – transactions	1	PROD11418	██████	██████	██████
	Servicenow® Additional Non-Production Instance – UK Data Centre	1	PROD13612	██████	██████	██████
	Servicenow® IT Service Management Professional	1750	PROD17256	██████	██████	██████

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– Fulfiller User						
ServiceNow® Business Stakeholder – Business Stakeholder User	46	PROD17800				
ServiceNow® Strategic Portfolio Management Standard – SPM User	40	PROD16951				
ServiceNow® IT Operations Management Visibility – Subscription Unit	4000	PROD14997				
ServiceNow® Customer Service Management Professional with App Engine 100 – Fulfiller user	145	PROD17145				
ServiceNow® Learning Credits	5000					
Total Cost						£5,249,319.96

Bidder comments or additional information	<p>Learning credits are not priced per month but per credit so the pricing is a one off cost rather than subscription. The learning credits expire after one year and Computacenter have assumed that the credits are for year 1 only. Should additional credits need to be purchased for subsequent years, then the same pricing will apply per credit.</p> <p>ServiceNow have also included the following Application in the license order that are not listed in the above tables which the Authority also have entitlements to use. These Applications are at Zero cost:</p> <ul style="list-style-type: none"> • ServiceNow Field Service Management Standard (quantity 75 units) • ServiceNow Grandfathered Custom Tables (quantity 31 units) • ServiceNow AI Search Starter (quantity 1 unit) • ServiceNow Agile Team (quantity 1 unit) • ServiceNow IntegrationHub Starter (quantity 1 unit) <p>Upon expiration of the Subscription Term of the 3 year order, if the Authority elects to use the Reseller, and the Reseller remains an authorized reseller of ServiceNow, then for two (2) immediately subsequent mutually agreed annual renewal Order Forms, ServiceNow shall not increase the subscription fee rate for each subscription product on this Order Form ("Renewal Product") by more than 10% of the subscription fee of each product in the immediately preceding Order Form, provided that</p>
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	<ul style="list-style-type: none">i. the Renewal Product continues to be made commercially available by ServiceNow at the time of the renewal order; and if not, then the renewal order shall be for ServiceNow's then available product that is substantially equivalent to the Renewal Product;ii. the pricing model for the Renewal Product continues to be made available by ServiceNow at the time of the renewal order;iii. the units of each Renewal Product to be purchased are equal to or greater than the sum of all the units for that product in all the order forms placed by Customer up to the expiration of the Subscription Term on the immediately preceding Order Form;iv. the renewal order is for a 12 month subscription term; andv. Customer places the renewal order before the expiration of the Subscription Term on the immediately preceding Order Form. <p>For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form or professional services, training or events, or any Support Account Management or Success product/service offering.</p>
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Pricing on receipt of a PO by 16th August 2022. Any PO received beyond this date should be subject to a requote.

LOCATION FOR DELIVERY

2 Marsham Street, London, SW1P 3EB

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

Option A: As per table in Call-Off Deliverables above. Time shall not be of the essence.

TESTING OF DELIVERABLES

Option A: None

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.

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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.

CALL-OFF CHARGES

Option A: As per table in Call-Off Deliverables above.

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

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

SSCL AP

Defra

PO Box 790

Newport

Gwent

NP10 8FZ

Accounts-payable.def@sscl.gse.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Lead – ITSM and Service Desk

[REDACTED]

2 Marsham Street, London, SW1P 3EB

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

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Account Manager

[REDACTED]

Hatfield Avenue, HATFIELD AL10 9TW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Framework Sales Director

government@computacenter.com

Hatfield Avenue, HATFIELD AL10 9TW

PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

Where applicable, Quarterly on the first Working Day of each quarter.

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

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

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

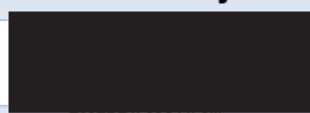

Not applicable

GUARANTEE

Not applicable

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:	Category Management Director
Date:	25 July 2022 10:06 BST	Date:	26 July 2022 10:16 BST

Annex B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer'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.

Annex C

Software Support and Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

ANNEX D

Not Applicable