

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

Order Form

CALL-OFF REFERENCE:	Wi-Fi Domain Name Service – Security Service
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Softcat PLC
SUPPLIER ADDRESS:	Softcat PLC, Fieldhouse Lane, Marlow, SL7 1LW
REGISTRATION NUMBER:	02174990
DUNS NUMBER:	39-733-3253
SID4GOV ID:	02174990

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd November 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6068
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Not Applicable

CALL-OFF START DATE:	23 November 2023
CALL-OFF EXPIRY DATE:	22 November 2024
CALL-OFF INITIAL PERIOD:	1 Year
CALL-OFF OPTIONAL EXTENSION PERIOD	1 Year + 1 Year

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

UK Nationwide

DATES FOR DELIVERY OF THE DELIVERABLES

23rd November 2023

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 90 days.

MAXIMUM LIABILITY

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 £192,651.07 Inclusive of VAT.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The total charges for Year 1 are £192,651.07 Inclusive of VAT.

An uncommitted spend of £385,302.14 (exclusive of VAT) has been included in the published contract value to enable the Buyer to invoke Optional Extension Periods and/or purchase of additional software licences during the term of the contract. Should the Buyer elect to invoke the Optional Extension Period permitted under this Call-Off Contract, the Parties hereby agree that any additional Call-Off Charges shall be agreed at such time

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

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4

PAYMENT METHOD

The Supplier will submit invoices directly to the billing address as per the Buyer's Purchase Order.

Payment to be made by BACS payment

BUYER'S INVOICE ADDRESS:

DWP, PO Box 406, SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

Name: **REDACTED**
Email address: **REDACTED**

BUYER'S ENVIRONMENTAL POLICY

See appended Sustainable Procurement Spreadsheet

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: **REDACTED**
Role: Senior Networking and Security Specialist
Email address: **REDACTED**

SUPPLIER'S CONTRACT MANAGER

Name: **REDACTED**
Role: Senior Networking and Security Specialist
Email address: **REDACTED**

PROGRESS REPORT FREQUENCY

Quarterly

KEY STAFF

As per Call-Off Schedule 7 (Key Supplier Staff):

KEY SUBCONTRACTOR(S)

Zscaler, Inc.

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Public Sector Paralegal	Role:	DWP Network Commercial Lead
Date:	17/11/2023	Date:	17/11/2023