

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

Order Form

CALL-OFF REFERENCE:	Project_24625 – VMWare ELA 2022-24
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Two St. Peter's Square Manchester, M2 3AA
THE SUPPLIER:	Bytes Software Services Limited
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, KT22 7TW
REGISTRATION NUMBER:	(0)1616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18 March 2022

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

CALL-OFF LOT:

- 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 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 2 (Variation Form included as a template for use only if this contract is varied during the contract term)
 - Call-Off Schedules for **Project_24625 – VMWare ELA 2022-24:**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 15) Call-Off Contract Management
- 4 CCS Core Terms (version 3.0.6)
- 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 Terms are incorporated into this Call-Off Contract:

Special Term 1: Any new licenses acquired after the Contract Commencement Date, shall be co-termed to the Contract End Date 30/3/2022 with the agreed unit prices pro-rated as required.

Special Term 2: Joint Schedule 5, has a new clause added, Clause 7.1, to capture Social Value.

CALL-OFF START DATE:	29 March 2022
CALL-OFF EXPIRY DATE:	28 March 2024
CALL-OFF INITIAL PERIOD:	2 Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	Up to 12 months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 5

LOCATION FOR DELIVERY

[REDACTED] Lead Infrastructure Engineer, Hybrid Cloud Services

DATES FOR DELIVERY OF THE DELIVERABLES

The services shall be delivered Effective from **29 March 2022** for a period of 24-months until **28th March 2024**.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 24-months from the Delivery Effective date.

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 **£1,751,818.83 plus VAT**

CALL-OFF CHARGES

The Charges for the deliverables are **£3,503,637.66 excluding VAT**
[REDACTED]

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

All invoices must include the purchase order number which will be provided by the customer, 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 Buyer SSCL address and send PDF version of the invoices to the SSCL email address below.

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED] - Lead Infrastructure Engineer
Phase 2, Peel Park, Brunel Way, Blackpool, FY4 5ES

[REDACTED]– Commercial Lead
Two St. Peter's Square, Manchester, M2 3AA

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Account Manager
Bytes House,
Randalls Way,
Leatherhead,
KT22 7TW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Frameworks and Contracts Director
Bytes House,
Randalls Way,
Leatherhead,
KT22 7TW

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

[REDACTED]– VMWare Lead

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Personal Details and Price Breakdown

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

Refer to Joint Schedule 5

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: Legal & Commercial Manager

Date: 18 March 2022

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: ACS

Date: 18 March 2022