

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

Order Form

CALL-OFF REFERENCE: Enterprise Infrastructure Software Tooling
Project 24273-BMC

THE BUYER: Department for Work and Pensions

BUYER ADDRESS 2 St Peters Square, Manchester M2 3AA

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:

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. Joint Schedule 4 (Commercially Sensitive Information)
4. Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services, Annex B and Annex C are attached as Annexes to this Order Form where applicable).
5. CCS Core Terms (version 3.0.8).

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: 20 September 2021
CALL-OFF EXPIRY DATE: 19 September 2023
CALL-OFF INITIAL PERIOD: Two (2) years
CALL-OFF OPTIONAL EXTENSION PERIOD: up to a maximum period of two (2) years

CALL-OFF DELIVERABLES:

Redacted embedded quote

Quote - Licences & Premier Support Advanced

Redacted granular quote

Monthly Unit Price – Subsequent Purchases

Redacted granular quote specifically related to subsequent purchases

Quote - Premier Support Option year 2

Redacted granular quote specifically related to Premier support

Quote - Extension options +2 or +1&+1 or +1 ONLY

Redacted granular quote specifically related to extension options

LOCATION FOR DELIVERY

Software

DATES FOR DELIVERY OF THE DELIVERABLES

20 September '21 to 19 September 2023 Software subscription and Standard Support
20 September '21 to 19 September 2022 Premier Support (ONLY)

TESTING OF DELIVERABLES

Not applicable

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

As per Supplier's quotation; £4,046,618 (exc irrecoverable VAT)

Order Total Value	£ 4,046,618.00
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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:

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 email
Redacted email

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 - Account Manager
Redacted email
Computacenter (UK) Ltd
Hatfield Business Park

Hatfield Avenue, Hatfield,
Hertfordshire, AL10 9TW

SUPPLIER'S CONTRACT MANAGER

Redacted – Contract Manager
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 LEVELS

N/A

SERVICE CREDITS

N/A

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:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Senior Legal Advisor	Role:	Associate Commercial Specialist
Date:	14 September 2021 14:13 BST	Date:	14 September 2021 15:50 BST

Call-Off Schedule 6 (ICT Services)

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.

Redacted embedded MLA

Annex C Software Support and Maintenance Terms

BMC / Third party services shall be supplied subject to the applicable third party’s standard service terms and where applicable premier service terms as further described at:

<http://www.bmc.com/support/review-policies>