

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

Order Form

CALL-OFF REFERENCE: Project 24466 OKTA software renewal 22-23

THE BUYER: **Department for Work and Pensions**

BUYER ADDRESS Caxton House
Tothill Street, Westminster
London
SW1H 9NA

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. 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 4 Commercially Sensitive Information

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: 31/01/2022

CALL-OFF EXPIRY DATE: 31/03/2023

CALL-OFF INITIAL PERIOD: 14 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 12 Months

CALL-OFF DELIVERABLES

Option A: as per the table below, or as per Supplier's quotation [ref 7830846/4]

REDACTED TABLE

LOCATION FOR DELIVERY

2 St. Peter's Square, Manchester, M2 3AA.

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

As per Supplier's quotation [included above/ref 7830846] 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.

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
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
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:
Department for Work and Pensions
APinvoices-DWP-U@sscl.gse.gov.uk
Box 406, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED

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

SUPPLIER'S CONTRACT MANAGER
REDACTED

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:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Senior Legal Advisor	Role:	Commercial Lead
Date:	25 January 2022 10:52 GMT	Date:	04 February 2022 09:32 GMT

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.