

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

### Order Form

CALL-OFF REFERENCE:	TBC
THE BUYER:	Secretary of State for Environment, Food and Rural Affairs
BUYER ADDRESS	Seacole Building, 2 Marsham Street, London, SW1P 4DF
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 5<sup>th</sup> July 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6068
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 10 (Exit Management) Part B
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)

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:

1. With reference to Call-off Schedule 14:
  - a. The Supplier is entitled to apply for service credit relief in the event that, a Service Level Failure has occurred due to Authority cause. The Supplier shall raise the relief request within five (5) Working Days of the Contract Management Meeting, in which the Service Level Failure was reported. Following the receipt of a relief request, the Authority shall as soon as reasonably practicable consider the nature of the Service Level Failure and the alleged Authority Cause and whether it agrees with the Supplier's assessment set out in the relief notice as to the effect of the relevant Authority Cause and its entitlement to relief, consulting with the Supplier if necessary.
  - b. If a Dispute arises as to (a) whether a Service Level Failure would not have occurred but for an Authority Cause; and/or (b) the nature and/or extent of the relief claimed by the Supplier, either Party may refer the Dispute to be resolved using Clause 34 (Resolving Disputes). Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Service Level Failure.
  - c. In the case of a Supplier Failure, a Supplier Senior Representative must take responsibility for execution of remedial Action Plan and attend the next Contract Management Meeting.

- d. The Authority shall have the right during the term of the contract to implement Experience Level Agreements to assess Customer Satisfaction of the Suppliers execution of the contract. Quarterly during the term of the contract, DEFRA will initiate a 'level of customer satisfaction review' comprising of a scored questionnaire on the service and performance of the Supplier. A review meeting will then be organised by DEFRA with the Supplier to review answers to the scored Questionnaire. The scored questionnaire will comprise of a 1 to 5-star rating. Further details to be found in Call-off Schedule 14 – Service Levels.
- e. In the event of Service Level Failure, gain-share benefit will be as defined in "Annex 1 to Section 2: Service Levels and Service Credits Table" in favour of the Buyer for the subsequent Service Level period. Any invoices paid in this Service Level Period should be adjusted accordingly.
- f. On occurrence of a failure against Service Level Threshold the Supplier shall produce a Rectification Plan against the relevant Service Level within 10 working days. The Supplier will monitor with the Buyer against the ongoing performance of the Service Level. Compensation for Critical Service Level Failure (as defined in Call Off Schedule 14 shall not apply.

CALL-OFF START DATE: 5<sup>th</sup> July 2023

CALL-OFF EXPIRY DATE: 4<sup>th</sup> July 2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION 2 Years

PERIOD

## CALL-OFF DELIVERABLES

Provision of low value or low complexity software renewals/new purchases as notified by the Buyer. The list of software on the pricing sheet is indicative but not exhaustive. Nor is the Buyer committing to purchasing the software listed on the pricing sheet.

## LOCATION FOR DELIVERY

Services shall be delivered remotely. Documentation generated as a result of the provision of services, for example, this could include but is not limited to, software licence information and licence keys, shall be sent to the following email address:

[REDACTED]

## DATES FOR DELIVERY OF THE DELIVERABLES

Deliverables must be received by the Buyer:

- I) Where the deliverable is a renewal of an existing product, prior to expiry of the term of that product
- II) Where the deliverable is a new request, then timings shall align with Call off Schedule 14 – Service Levels

Time of delivery shall not be of the essence.

## **TESTING OF DELIVERABLES**

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 licensor or supplier.

## **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 £5M.

## **CALL-OFF CHARGES**

For each request from the Buyer, the Supplier shall provide a quotation to the Buyer which is capable of acceptance.

The Authority and successful Supplier agree that consideration shall be a payment by the Authority to the Supplier of one pound (£1), the receipt and sufficiency of which is acknowledged by the Authority and the successful Supplier.

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 or if a travel request was initiated by the Buyer, then any travel shall be in line with DEFRA policy.

## **PAYMENT METHOD**

Where the Buyer wishes to proceed with the quotation provided by the Supplier, the Buyer shall raise a purchase order for the product(s) and the Supplier shall submit an invoice for payment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **BUYER'S ENVIRONMENTAL POLICY**

NA

## **BUYER'S SECURITY POLICY**

NA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **PROGRESS REPORT FREQUENCY**

Monthly (with accurate contents as per attached document sent to buyer 5 days in advance of meeting)



Computacenter  
Software VAR montl

## **PROGRESS MEETING FREQUENCY**

Monthly (details to be agreed)

## **KEY STAFF**

Not applicable

## **KEY SUBCONTRACTOR(S)**

Not applicable

## **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**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is one month

## **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).

[REDACTED]



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  
Software as a Service Terms (if any) shall be supplied subject to the applicable third party's standard Software as a Service Terms