

PART 1 – TECHNOLOGY PRODUCT ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Technology Product Framework Agreement RM 1054. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the Order Form and the Call Off Terms (together referred to as the Call Off Contract).

DATE 09/11/2016
ORDER NUMBER CQC ICTC 656a
FROM CARE QUALITY COMMISSION "CUSTOMER"
TO COMPUTACENTER (UK) LIMITED "SUPPLIER"

SECTION B

1. TERM

1.1 Call Off Commencement Date:

16/11/2016

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

15/11/2017

End date of Call Off Extension Period

N/A

2. CUSTOMER CORE GOODS AND/OR SERVICES REQUIREMENTS

2.1 Goods and/or Services required (including any items which are considered business critical)

This Order Form is for the Services outlined in Annex 1 Goods and Services (Lenovo laptops as specified and storage services) this Order Form and the Supplier shall provide the relevant services in accordance with the requirements set out in that Annex 1 Goods and Services.

2.2 Packing/Packaging

As per Computacenter's response to tender "Further Competition for laptop & associated services procurement" Ref CQC ICTC 625a dated 3rd November 2016

2.3 Warranty Period (Goods only)

The Warranty Period shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

2.4 Location/Sites of Delivery

Care Quality Commisison
Head Office
151 Buckingham Palace Road
London
SW1W 9SZ

Care Quality Commission
Citygate
Gallowgate
Newcastle upon Tyne
NE1 4PA

Title to Goods is transferred to the Customer 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).

2.5 Dates for Delivery of the Goods and/or the Services

Goods to be delivered into the UK by air freight and in line with Lenovo delivery times scales. Once in storage goods to be delivered within 5 days of Customer requesting delivery per order.

The Customer shall notify the Supplier within 3 working days of delivery in the event of any damage to or short delivery of the Goods

2.6 Implementation Plan

Not Used

2.7 Standards and Quality

Not Used

2.8 Service Levels and Service Credits

See SLA sections below

2.9 Critical Service Level Failure

Not Used

2.10 Performance Monitoring

Not Used

2.11 Security Requirements (including details of Security Policy and outline Security Management Plan)

Not Used

2.12 Software

Third party software (if any) shall be licensed subject to the third party licensor's standard licence terms which shall govern the supply, the Customer'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.

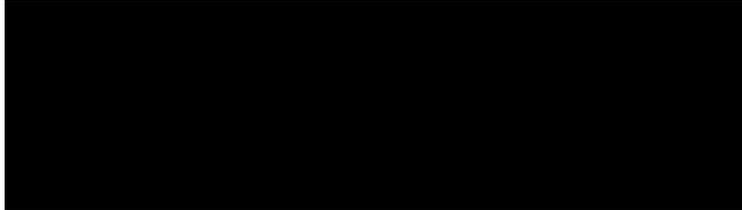
2.13 Customer Complaints Handling Escalation Path

2.13.1 The levels of escalation for service related issues are:

Commercial escalation related issues are:


picture,

Commercial escalation related issues are:



3. SUPPLIER'S INFORMATION

3.1 Commercially Sensitive Information

Supplier's pricing and/or any Supplier specific solution(s).

Call-Off Term +2 years

3.2 Termination on Customer Cause for Failure to Pay

An amount equal to one (1) month's average Call-Off Contract Charges or equivalent

3.3 Supplier Complaints Handling Escalation Path



4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

See Annex 1 Goods and Services

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

£237,750.80

The Supplier shall submit invoices directly to the billing address as per the Customer's order.

The Supplier shall invoice the Customer for Goods upon receipt at Computacenter's Hatfield Logistic center.

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantor

N/A

6.2 Limitations on Liability

Clause 26 'Liability' of the Call-Off Terms shall apply. For the purpose of the Definitions, the 'Estimated Year 1 Call Off Contract Charges' shall be the Charges paid or payable by the Customer in the first twelve months following the Commencement Date of this Call Off Contract

6.3 Insurance

Please refer to Clause 27

6.4 Termination without cause

At least thirty (30) Working Days in accordance with Clause 31.6 of the Call-Off Agreement.

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call-Off Terms

N/A

7.2 Amendments to/refinements of the Call-Off Terms

N/A

7.3 Alternative and/or Additional Clauses (select from Annex 1 to the Call Off Terms)

N/A

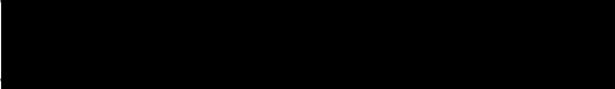
8. FORMATION OF CALL OFF CONTRACT

8.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and the Services.

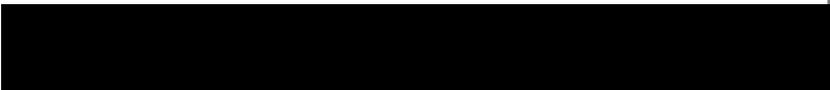
8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and by signing below agree to be bound by this Call Off Contract.

8.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call Off Execution Date").

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	16 th November 2016

For and on behalf of the Customer:

Name and Title	
Signature	
Date	16/11/16

