**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** up to a maximum period of two (2) years

**PERIOD:**

**CALL-OFF DELIVERABLES:**

Redacted embedded quote

**Quote - Licences & Premier Support Advanced**

Redacted granular quote

**Monthly Unit Price – Subsequent Purchases**

Redcated 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.

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.

**Committed CALL-OFF CHARGES**

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



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.

**Total CALL-OFF CHARGES inc. uncommitted costs for yr 2 support & +2 extension option**

£8,501,606.25 (exc irrecoverable VAT)

**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  |



**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>