

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

Order Form

CALL-OFF REFERENCE: CCZN21A18

THE BUYER: Her Majesty's Passport Office

BUYER ADDRESS **REDACTED**

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: **REDACTED**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form

APPLICABLE FRAMEWORK CONTRACT - CCS Commercial Agreement RM6068
Technology Products and Associated Services, Lot 3 - Software and Associated Services.

This Order Form is for the provision of the Call-Off Deliverables and dated 29th April 2021. It is issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):
RM6068 Lot 3

- 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)

4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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

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[None]

CALL-OFF START DATE: 30th April 2021

CALL-OFF EXPIRY DATE: 29th April 2022

CALL-OFF INITIAL PERIOD: Twelve (12), Months

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

CALL-OFF DELIVERABLES

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 The Authority requires a Potential Provider to provide a renewal and co-terming of the nCipher contracts support and maintenance for its HSMs for 1 year, as detailed in Section 6 – The Requirement, following expiry of the existing agreement on 30th April 2021.

2. DEFINITIONS

Expression or Acronym	Definition
HMPO	means: Her Majesty's Passport Office
HO	means: Home Office
The Authority	means: Her Majesty's Passport Office

HSM	means: Hardware security module
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3. SCOPE OF REQUIREMENT

- 3.1 The scope of this requirement extends to:
- 3.1.1 The renewal of Support and Maintenance for 10 x nShield Connect XC (Base) HSM's (Premium Support).
 - 3.1.2 The renewal, co-termining and upgrade from Standard to Premium Support for 3 x nShield Connect XC (Base) HSMs.
- 3.2 The scope of this requirement does not extend to the provision, installation or configuration of software.

4. THE REQUIREMENT

- 4.1 The Potential Provider is required to provide pricing for the following renewals of Support and Maintenance and co-termining.

Service Agreement Number	Description	Serial Numbers	Current Support Level	Required Support Level	Term	Qty
W386-GBNC – Premium	NSHIELD CONNECT XC (BASE)	46-2166 46-2173 46-2147 46-2116 46-2165 46-2195 46-2168 46-2170 46-2172 46-2174	Premium	Premium	01/05/2020 - 30/04/2021	10
W1525- GBNC (formally EM600218 - Standard)	NSHIELD CONNECT XC (BASE)	46-XC2161 46-XC2171 46-XC2198	Standard	Premium	01/09/2020 - 31/08/2021 (Require Co-termining with above)	3

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- 4.2 Support and Maintenance for W1525-GBNC requires upgrading to Premium and co-terming with W386-GBNC.
- 4.3 The current contract will expire on the 30th April 2021. Therefore the vendor should be in the position to offer continuance of support whilst the purchase order is generated and full payment received via the Home Office's METIS purchasing system.
- 4.4 The Authority requires continuity between the current service and any renewal. Potential Providers are required to confirm as much with the licence holder and shall price accordingly but include, if applicable, any costs associated with the continuity of service.

5. KEY MILESTONES AND DELIVERABLES

- 5.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Call-off Agreement signed	Within week 1 of Contract Award
2	Commencement of Support (under new Contract)	No later than 30/04/2021

6. MANAGEMENT INFORMATION/REPORTING

- 6.1 Not Applicable.

7. VOLUMES

- 7.1 Please see section 6 – The Requirement.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier will be expected to continually improve the way in which the required Services
- 8.2 Changes to the way which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

9. SUSTAINABILITY

- 9.1 Not Applicable.

10. QUALITY

- 10.1 Quality shall comply with those terms set out in this ITT and in line with the Terms and Conditions of RM6068 Technology Products and Associated Services Lot 3.

11. PRICE

- 11.1 Prices are to be submitted via the e-Sourcing Suite - Attachment 4 Price Schedule excluding VAT. This is to provide a full and transparent breakdown of all costs associated with this contract.
- 11.2 As well as a completed Attachment 4 Price Schedule suppliers must also submit a formal quotation on their company letter headed paper, inclusive of any part/product numbers or references.
- 11.3 In line with the Terms and Conditions of the RM3733 Technology Products 2 Framework, all prices must remain valid for a period of thirty (30) days following the deadline for bid return.
- 11.4 Prices should be firm and final, encompassing all associated costs with the full term of the contract award including all expenses and excluding VAT.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Authority requires the appointed Supplier to provide a sufficient level of resource throughout the duration of the provision of the HSM Maintenance Contract in order to consistently deliver a quality service to all Parties.
- 12.2 Supplier's staff assigned to the provision of the HSM Maintenance Contract shall have the relevant qualifications and experience to deliver the Contract.
- 12.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Authority will measure the quality of the Supplier's delivery by

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Renewal and co-terming of support and maintenance package by 30 th April 2021	100%

- 13.2 The HSMs in section 6 – The Requirement, are inclusive of the below service levels:

Standard Support	
Hours of Coverage	Standard Business Hours (Mondays to Fridays 0900 – 1700 hours).
Support Channel	Web and Phone
Number of Cases	Unlimited
Response SLAs	

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Severity 1	1 Business Hour
Severity 2	4 Business Hours
Severity 3	1 Business Day
Severity 4	2 Business Day

13.3 Severity 1 (urgent)

13.3.1 A problem that severely impacts your use of the software in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists.

13.4 Severity 2 (high)

13.4.1 A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.

13.5 Severity 3 (medium)

13.5.1 A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.

13.6 Severity 4 (low)

13.6.1 A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

13.7 Where a Supplier fails the SLAs listed above, the Authority will, in the first instance, seek a mutual agreeable resolution with the Supplier. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential.

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

14.1 Not Applicable.

15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs
- 15.3 Invoices MUST state valid purchase order number as issued by the Contracting Authority.
- 15.4 Each invoice should list a full breakdown of services supplied.
- 15.5 Payment will be made 30 days following receipt of a correctly submitted invoice.
- 15.6 All electronic invoices should be sent directly to the accounts payables team at:
 - 17.6.1 **REDACTED**
- 15.7 All paper based invoices should be submitted for the attention of Accounts Payable at the following address:
 - 15.7.1 Home Office Shared Service Centre, **REDACTED**.
Telephone: **REDACTED**.
Email: **REDACTED**

16. CONTRACT MANAGEMENT

- 16.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

17. LOCATION

- 17.1 The location of the Services will be carried out at the below address:
Her Majesty's Passport Office
REDACTED

LOCATION FOR DELIVERY

REDACTED

DATES FOR DELIVERY OF THE DELIVERABLES

The requirement is to be delivered within one (1) working week of contract award.

TESTING OF DELIVERABLES

Option A: None

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WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be manufacturer's standard warranty period. Minimum is 90 days.

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 £39,958.94 including all expenses, but excluding VAT. (Estimated Charges in the first 12 months of the Contract).

Pricing is comprised as follows:

REDACTED

CALL-OFF CHARGES

Pricing is as indicated above.

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

N/A

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Home Office Shared Service Centre, **REDACTED**

Telephone: **REDACTED**

Email: **REDACTED**

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

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BUYER'S ENVIRONMENTAL POLICY

N/A within the context of this requirement.

BUYER'S SECURITY POLICY

N/A within the context of this requirement.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

As above.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month, subject to parties agreeing this is required.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter, unless otherwise agreed between the parties.

KEY STAFF

Customer: **REDACTED**

Supplier: **REDACTED**

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A within the context of this requirement.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

N/A

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	29 th April 2021	Date:	29 th April 2021