

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

Order Form

CALL-OFF REFERENCE: 705473540 – Hyperion Alpha Phase Hardware BOM
THE BUYER: Ministry of Defence - Defence Digital
BUYER ADDRESS: [REDACTED]
THE SUPPLIER: CDW Limited
SUPPLIER ADDRESS: [REDACTED]
REGISTRATION NUMBER: 2465350 (UK)
DUNS NUMBER: 504971730 (UK)

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 02 November 2022

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 4 Information Assured Products & 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 5 (Corporate and Social Responsibility)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Joint Schedule 12 (Supply Chain Visibility)
- 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 Annex A-E)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery (Part B))
- Call-Off Schedule 9 – Security (Part C)
- Call-Off Schedule 10 – Exit management (Part B)
- Call-Off Schedule 15 – Call-off Contract Management
- Call-Off Schedule 17 (MOD Terms)
- CCS Core Terms (version 3.0.6)

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. In addition to the 'MoD Terms' listed at Call-Off Schedule 17 of the Call-Off Incorporated Terms above, the Supplier acknowledges and accepts that the following project specific DEFCONS (Defence Conditions) and supplementary requirements apply to this agreement:

- DEFCON 609 (Edition 07/21) – Contractor's Records
- DEFCON 627 (Edition 12/10) – Requirement for a Certificate of Conformity
- DEFCON 671 (Edition 10/22) – Plastic Packaging Tax

2. As well as the following:

- No specific Quality Management System requirements are defined. This does relieve the Supplier of providing conforming products under this Contract. A CoC (Certificate of Conformity) shall be provided in accordance with DEFCON 627 (Edition 12/10) – Requirement for a Certificate of Conformity. This DEFCON needs to be accompanied by DEFCON 609 (Edn 08/18) – Contractor's Records.
- No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions.
- Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.

CALL-OFF START DATE: 07 November 2022
CALL-OFF EXPIRY DATE: 07 November 2023
CALL-OFF INITIAL PERIOD: 12 months
CALL-OFF OPTIONAL EXTENSION None
PERIOD

CALL-OFF DELIVERABLES

The provision of Hyperion Alpha Phase Hardware BOM. The Goods are described in detail within Attachment 3, Statement of Requirements. The requirement is to be delivered within Thirty Two (32) weeks of Contract Award.

LOCATION FOR DELIVERY

[REDACTED]

DATES FOR DELIVERY OF THE DELIVERABLES

The requirement is to be delivered within Thirty Two (32) weeks of contract award.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

Manufacturers standard warranty applies

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. Each parties total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £770,557.90

CALL-OFF CHARGES

The Call-Off charges for this contract are [REDACTED]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

1.1 Payment will be made via MoD's internal requisition to pay process (CP&F).

1.2 Payment can only be made following delivery and acceptance of pre-agreed deliverables.

1.3 Before payment can be considered, each invoice must include a detailed breakdown of associated costs.

1.4 Invoices shall be submitted electronically through Exostar and emailed to the Buyer's Invoice POCs below for review and receipting.

1.5 Payment will be made within thirty (30) days following receipt of invoice.

1.6 It should be noted that payment will only be sanctioned in accordance with the Schedule of Requirements once the deliverables have been accepted by an Authorised MoD Representative.

BUYER'S INVOICE ADDRESS:

Contact: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Contact: [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall abide by the Policy Statement by the Secretary of State for Defence for Health, Safety and Environmental Protection in Defence as detailed below: [Health, Safety and Environmental Protection in Defence – Policy Statement by the Secretary of State for Defence] [v0.4] [15th April 2020] [available online at: <https://www.gov.uk/government/publications/secretary-of-states-policy-statement-on-safety-health-environmental-protection-and-sustainable-development>]

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

PROGRESS REPORT FREQUENCY

Weekly updates to the Buyer's Authorised Representative on lead times and delivery once orders are placed until complete.

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

As per Buyer and Supplier details above.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

As per Joint Schedule 3

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: VP of Sales

Date: 04 November 2022

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: Commercial Manager

Date: 04 November 2022