**Framework Schedule 6 (Order Form Template and**

**Call-Off Schedules)**

**Order Form**

|  |  |
| --- | --- |
| **CALL-OFF REFERENCE**:  | ON-PREMISE HOSTING (OPH) INFRASTRUCTURE HARDWARE REFRESH CHANNEL PARTNER  |
|   |  |
| **THE BUYER**:   |   | Department for Work and Pensions  |
| **BUYER ADDRESS**   |   | 2 St Peter’s Square Manchester M2 3AA  |
| **THE SUPPLIER:**  |   | CDW Limited  |
| **SUPPLIER ADDRESS:**    |   | 3rd Floor One New Change London EC4M 9AF  |
| **REGISTRATION NUMBER:**   | 02465350 |
| **DUNS NUMBER:**  | 504971730  |
| **SID4GOV ID:**  | Not Applicable  |

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th October 2021 – at Contract Award.

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):**

o Lot 2 Hardware & 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** (These will be incorporated using a WinZip folder)

|  |
| --- |
| o Joint Schedule 2 (Variation Form)  |
| o Joint Schedule 3 (Insurance Requirements)  |
| o Joint Schedule 4 (Commercially Sensitive Information) – **NOT USED**  |
| o Joint Schedule 6 (Key Subcontractors) - **(N/A at Contract Award. Will be revisited and incorporated via variation form if required throughout the life of the contract)**  |
| o Joint Schedule 7 (Financial Difficulties)  |
| o Joint Schedule 8 (Guarantee) – **NOT USED**   |
| o Joint Schedule 10 (Rectification Plan)  |
| o Joint Schedule 11 (Processing Data)  |
| o Joint Schedule 12 Supply Chain Visibility  |

#  Call-Off Schedules for “OPH Infrastructure Hardware Refresh Channel

 **Partner Contract”** (These will be incorporated using a WinZip folder)

|  |
| --- |
| o Call-Off Schedule 1 (Transparency Reports)  |
| o Call-Off Schedule 2 (Staff Transfer) Part C and E  |
| o Call-Off Schedule 3 (Continuous Improvement)  |
| o Call-Off Schedule 5 (Pricing Details)  |
| o Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part A  |
| o Call-Off Schedule 9 (DWP Minimum Security)  |
| o Call-Off Schedule 10 (Exit Management) Part A - **(N/A at Contract Award. Will be revisited and incorporated via variation form if required throughout the life of the contract)**   |
| o Call-Off Schedule 11 (Installation Works)  |
| ~~o~~ Call-Off Schedule 13 (Implementation Plan ~~and Testing)~~  |
| o Call-Off Schedule 14 (Service Levels)  |
| o Call-Off Schedule 15 (Call-Off Contract Management)  |
| o Call-Off Schedule 16 (Benchmarking)  |
| o Call-Off Schedule 20 (Call-Off Specification)  |

1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068
3. 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.
4. Annexes A to E Call-Off Schedule 6 (ICT Services)

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:

## TUPE Applicability for this Call-Off

Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that TUPE should not apply. Part C as amended in Call-Off Schedule 2 applies to address indemnities as between the Supplier and Buyer on both the Start Date and when the Contract ends.

|  |  |
| --- | --- |
| **CALL-OFF START DATE:**   | 01/11/2021  |
| **CALL-OFF EXPIRY DATE:**   | 31/10/2026  |
| **CALL-OFF INITIAL PERIOD:**   | 5 Years  |
| **CALL-OFF OPTIONAL EXTENSION** **PERIOD**  | 1 Year plus 1 Year  |

# CALL-OFF DELIVERABLES –

As outlined in Call-Off Schedule 20 – Specification and Supplier tender as detailed in Call-Off Schedule 4 – Call-Off Tender.

**LOCATION FOR DELIVERY – FOR HARDWARE PURCHASES**

# Buyer Addresses

REDACTED

**DATES FOR DELIVERY OF THE DELIVERABLES**

Will be agreed with the Buyer during the ordering process.

# WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be insert minimum 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 £5m.

# CALL-OFF CHARGES

This will be an enabling contract only with a 5-year term, meaning that separate governance will be followed as applicable for individual call-offs during any OPH infrastructure refresh on purchases in line with agreed Hybrid Hosting Transformation (HHT) Programme and financial plans.

The maximum cumulative contract spend will be up to £90,000,000 including VAT but the contract will have no minimum spend commitments.

The pricing provided for individual call-offs will be reviewed against the Supplier’s submitted SFIA Rate and from their Tender as detailed in Call-Off Schedule 4 – Call-Off Tender and Call-Off Schedule 5 – Pricing Details.

**REIMBURSABLE EXPENSES -** NONE

# PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyer’s order

**BUYER’S INVOICE ADDRESS:**

REDACTED

# BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

**BUYER’S ENVIRONMENTAL POLICY**

As detailed in Joint Schedule 5 – Corporate Social Responsibility

**BUYER’S SECURITY POLICY**

As detailed in Call-Off Schedule 9 – DWP Minimum Security.

# SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

# SUPPLIER’S CONTRACT MANAGER

REDACTED

**PROGRESS REPORT FREQUENCY**

As detailed in Call-Off Schedule 15 – Call Off Contract Management.

**PROGRESS MEETING FREQUENCY**

As detailed in Call-Off Schedule 15 – Call Off Contract Management.

# KEY STAFF

REDACTED

**KEY SUBCONTRACTOR(S) –** (N/A at Contract Award. Will be revisited and incorporated via variation form if required throughout the life of the contract)

**COMMERCIALLY SENSITIVE INFORMATION –** NOT USED

**SERVICE CREDITS –**

As detailed in Call-Off Schedule 14 – Service Levels.

# ADDITIONAL INSURANCES –

Employer’s (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £1,000,000

Professional Indemnity Insurance = £1,000,000

Product Liability Insurance = £1,000,000

# GUARANTEE – NOT USED

**SIGNATURES:**

REDACTED