# **Order Form**

**CALL-OFF REFERENCE:** Project\_25550 Creative Devices

THE BUYER: REDACTED

SUPPLIER: REDACTED

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8<sup>th</sup> March 2023

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 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

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data) - N/A

Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules
  - Call-Off Schedule 5 (Pricing Details)
- 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**

Not used

**CALL-OFF START DATE:** 08<sup>th</sup> March 2023

CALL-OFF EXPIRY DATE: 31st March 2023

CALL-OFF INITIAL PERIOD: One (1) Months

**CALL-OFF OPTIONAL EXTENSION** 1 month

**CALL-OFF DELIVERABLES** 

REDACTED TABLES

## Invoicing

The Supplier must provide accurate invoices and supporting Management Information at the point of transfer of ownership of the devices.

The Buyer shall create a Purchase Order (PO) per service line which the Supplier must invoice accurately against. In the case of the Supplier invoicing against the incorrect Purchase Order, the Buyer will reject the invoice.

The Supplier shall ensure that any invoice or credit note includes, without limitation, the following information:

The Purchase Order reference

The date of the invoice

A unique, numerical invoice number

The period to which the charges relate

Details of the correct contract reference

A contact name and telephone number of a responsible person in the Supplier's Finance department in the event of any administrative queries

The banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number)

Clear indication of whether it is a credit note or invoice

In the case of a credit note, detail of the invoice number the credit note is being raised against

The amounts charged, broken down at a summary level and matching the amounts detailed in the Management Information outlined below

Where any invoice or credit note does not conform to the Buyer's requirements detailed above and therefore does not constitute a valid invoice or credit note, the Buyer will reject this invoice or credit note.

Any invoice or credit note shall be accompanied with Management Information (MI). This MI shall include, without limitation, the following information:

Serial numbers for the devices being delivered

Where invoicing for goods, proof of delivery

Details of the services/goods being charged including volumes and unit costs. The invoice and Purchase Order references that the MI pertains to

Invoices and credit notes shall be submitted to:

- APinvoices-DWP-U@gov.sscl.com
- workplacecomputing.invoices@dwp.gov.uk

With all supporting documentation and management information also submitted to:

workplacecomputing.invoices@dwp.gov.uk

At the point that the Buyer notes a discrepancy in the billing, the Supplier shall respond within 3 working days with agreement or with further clarification. Discrepancies must be settled by the Supplier in the form of a credit note within 3 working days of such agreement. If this credit note is not raised within 10 working days of such agreement, the Buyer may reject the invoice and ask the Supplier to re-invoice for the correct amount.

The Buyer shall have 6 months in which to raise any billing discrepancies. Any discrepancies raised after this point shall not be liable for remedy by the Supplier. For the avoidance of doubt, this 6-month deadline shall only apply where the Supplier has responded to invoicing queries within the agreed timescales outlined above.

The Supplier must provide any invoices to the Buyer within 6 months of the completion of delivery of the relevant Services to which the invoice relates. Invoices delivered after expiry of this period shall be invalid and the Buyer shall have no liability in respect of such invoices.

The supplier must respond to DWP invoice queries within 3 business days

## **Bulk Delivery**

Ownership of these devices shall be transferred to the Buyer at the point of delivery to a Buyer-designated UK address. Prior to transfer of ownership to the Buyer, the Supplier shall ensure that the goods are appropriately insured by the Supplier. Delivery is Free of Charge. All items to be delivered by 31<sup>st</sup> March 2023.

Warranty	<ul> <li>All devices must be provided with a minimum of 1year manufacturer's warranty at no extra cost. The Supplier shall provide details of the warranty, including:</li> <li>Repair/replacement turnaround terms;</li> <li>Timescales;</li> <li>Contact information.</li> <li>The warranty period shall commence at the point of deployment to the Buyer's end-user, or 3 months from delivery to the Buyer's Services Supplier (whichever occurs first). Where the standard manufacturer's warranty is greater than one year this shall be clearly stipulated in the Supplier's response.</li> <li>Warranty Management shall be performed by DWP's Device Support Supplier. Where required the Supplier shall support the Device Support Supplier with resolution of any Warranty Management issues.</li> </ul>
Storage	Storage is free for 3 months
Asset reporting	The Supplier must comply with DWP Device Asset Management policies and procedures by providing all asset details to DWP Asset Management team, upon receipt of device order(s)  A report must be provided and include:  • Asset Categorisation  • Manufacturer  • Model number  • Serial number • Asset Cost  For the avoidance of doubt devices must be able to be tracked at all stages so DWP can account for every device it has purchased and know
	the status of that device in order to undertake effective demand management
Availability and Delivery	<ul> <li>Supplier to confirm their ability to:</li> <li>Acquire the volume of devices requested and ensure delivery to the required address in the UK before the agreed delivery date.</li> <li>Securely meet delivery requirements in an appropriate and proper manner including appropriate protection and insurance.</li> <li>Retain a full audit trail of device asset details from stock to delivery</li> </ul>

Security	In delivery of services to DWP, comply with DWP Security Policies and
_	Standards <a href="https://www.gov.uk/government/publications/dwp-procurement-">https://www.gov.uk/government/publications/dwp-procurement-</a>
	securityhttps://www.gov.uk/government/publications/dwp-
	procurementsecuritypolicies-and-standardspolicies-and-standards

#### **LOCATION FOR DELIVERY**

Upon request, the Supplier shall deliver these devices to a mainland UK address specified by the Authority. This address shall be confirmed by the Authority no later than 1 week before the required delivery date. The Supplier shall ensure that the goods are securely delivered and work with the Authority's service supplier to ensure effective delivery: this includes any booking-in activity.

For the avoidance of doubt, the Authority may request delivery of the devices in multiple batches.

#### DATES FOR DELIVERY OF THE DELIVERABLES

All items to be delivered by 31<sup>st</sup> March 2023. The Buyer reserves the right to terminate the contract if this date cannot be met.

#### **TESTING OF DELIVERABLES**

Not used

# **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 (twelve) months manufacturer warranty as standard

#### **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 equivalent to the total bid cost estimated at REDACTED

#### **CALL-OFF CHARGES**

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**

None

## **PAYMENT METHOD**

Payment method BACS

## **BUYER'S INVOICE ADDRESS:**

**REDACTED** 

#### **BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

#### **BUYER'S ENVIRONMENTAL POLICY**

N/A

#### **BUYER'S SECURITY POLICY**

**DWP Information Security Policy version 1** 

DWP Acceptable Use Policy version 2.5

DWP Physical Security Policy version 2.0

**DWP Information Management Policy version 4.1** 

#### Available at:

https://www.gov.uk/government/publications/dwpprocurementsecurityhttps://www.gov.uk/government/publications/dwp-procurementsecuritypolicies-and-standardspolicies-and-standards

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### SUPPLIER'S CONTRACT MANAGER

**REDACTED** 

#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

## PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month

**KEY STAFF** 

**REDACTED** 

# **KEY SUBCONTRACTOR(S)**

N/A

## **COMMERCIALLY SENSITIVE INFORMATION**

Product unit pricing

#### **SERVICE CREDITS**

Not used

## **ADDITIONAL INSURANCES**

Not required

## **GUARANTEE**

Not required

## **SOCIAL VALUE COMMITMENT - N/A**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

**REDACTED Signature TABLE** 

Date: 8/2/2023