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

Order Form

CALL-OFF REFERENCE:	Project 26212 - Cisco Identity Services Engine (ISE) Support
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, United Kingdom, 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 08 December 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 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)
 - o Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Call-Off Schedules for Project 26212 Cisco Identity Services Engine (ISE) Support
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender)
- 7 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:

None

CALL-OFF START DATE:	04 January 2024
CALL-OFF EXPIRY DATE:	20 January 2025
CALL-OFF INITIAL PERIOD:	12 Months
CALL-OFF OPTIONAL EXTENSION	12 Months
PERIOD	

CALL-OFF DELIVERABLES

The Supplier must deliver the following within the timescales agreed with the Buyer:

REDACTED

LOCATION FOR DELIVERY

Location for delivery of the goods will be confirmed by the Buyer at the point of Contract Award.

Title of the Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where Title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

To be advised by CDW Account Management Team on receipt of the Purchase Order.

TESTING OF DELIVERABLES

None

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

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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 is £9,487.18 excl VAT.

CALL-OFF CHARGES

£9,487.18 (Net) £1,897.44 (VAT) £11,384.62 (Gross)

During the term of the Call-Off Contract, the Buyer may wish to purchase additional software licences and support, this may be facilitated using Joint Schedule 2 – Variation Form, as per the Framework Terms, and invoiced on a case-by-case basis.

An uncommitted spend of £12,523.08 (inclusive of VAT) has been included in the published contract value to enable the Buyer to invoke Option Extension Periods and/or purchase additional software licences during the term of the contract. Should the Buyer elect to invoke the Optional Extension Period permitted under this Call-Off Contract, the Parties hereby agree that any additional Call-Off Charges shall be agreed at such time.

REIMBURSABLE EXPENSES

None.

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PAYMENT METHOD

BACS payment.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Where applicable on the first Working Day of each calendar month.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable.

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SERVICE CREDITS

Not applicable.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

SOCIAL VALUE COMMITMENT

Not applicable.

For and on behalf of the Supplier: Signature: REDACTED Name: REDACTED Role: REDACTED Date: 08/12/2023

For and on behalf of Buyer: Signature: REDACTED Name: REDACTED Role: REDACTED Date: Dec 8, 2023

Annex A – Vendor Terms and Conditions

The End User Licence Agreement (EULA) is a binding Agreement between the Buyer and the third party Software provider, a copy of which can be found here. This Agreement governs the use of the Software purchased under this Call-Off Contract. By signing this Call-Off Contract, the Buyer understands and accepts the third-party terms as they apply.