

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

Order Form

CALL-OFF REFERENCE: Project_26233 laptop Devices 23/24 Tranche 3

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Caxton House, Tothill Street, Westminster, London SW1 9HA

THE SUPPLIER: Computacenter (UK) Ltd.

SUPPLIER ADDRESS: Computacenter Ltd. Hatfield Avenue. Hatfield AL10 9TW

REGISTRATION NUMBER: 01584718

DUNS NUMBER: 22-602-3463

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd December 2023.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):
Lot 2

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:

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1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - 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) N/A
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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

Special Term 1: The Buyer shall not terminate the contract without cause.

CALL-OFF START DATE: **05/01/2024**

CALL-OFF EXPIRY DATE: **30/06/2024**

CALL-OFF INITIAL PERIOD: **6 months**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

Initial Delivery of all Hardware will be to the Supplier's Hatfield site and stored as per the Supplier's Buy and Store Agreement Annex 1, onward Delivery will be to UK address specified by the Buyer at point of order. Storage is free for 3 months under

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Computacenter's Buy and Store agreement as set out in Appendix 1 and REDACTED per item per month.

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

Title to Goods is transferred to the Buyer on payment to the Supplier in full.

DATES FOR DELIVERY

See details in Call-Off Schedule 20 Point 1.5. The supplier shall deliver these devices to a mainland UK address specified by the authority. The address will be confirmed by the supplier no later than 1 week before required delivery date. Initial order to be made available the full volume of these devices to the Authority within a maximum of 6 weeks of contract award.

TESTING OF DELIVERABLES

None

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 £2,702,452.41 excluding VAT

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

£2,702,452.41 Excluding VAT £3,242,942.89 Including VAT initial order.

Total Contract Value of £9,999,479.17 excluding VAT £11,999,375.00 Including VAT £7,297,026.76 Excluding VAT £8,756,432.11 Including VAT non-committed Value remaining.

Our pricing is predicated on commencement of contact call-off and purchase order by the date of **12 January 2024** for the volume stated within the RFP response ("initial order" 4473 units, value £2,702,452.41 excluding VAT).

For additional volumes DWP seek to procure after **12 January 2024**, Computacenter can offer the following:

- Any additional volumes ordered on Computacenter by 29 January 2024 we can hold the current pricing REDACTED for Dell 5340 (as per specification within Tranche 3 Project 26233)

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- Any volumes ordered by this date, based on current availability information from Dell, will be delivered and Computacenter will provide invoice Management Information before 29 March 2024
- To confirm, Computacenter do not require volume commitment for this offer.

For requests received after 29 January 2024 these are subject to pricing review with Dell.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment method BACS

BUYER'S INVOICE ADDRESS:

Department for Work and Pensions

APinvoices-DWP-U@sscl.gse.gov.uk

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

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/dwpprourementsecurity><https://www.gov.uk/government/publications/dwp-procurementsecuritypolicies-and><https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>[standardspolicies-and-standards](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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REDACTED

PROGRESS REPORT FREQUENCY
 Not applicable

PROGRESS MEETING FREQUENCY
 Not applicable

KEY STAFF
 REDACTED

KEY SUBCONTRACTOR(S)
 Not applicable

COMMERCIALLY SENSITIVE INFORMATION
 Pricing

SERVICE CREDITS
 Not applicable

ADDITIONAL INSURANCES
 Not applicable

GUARANTEE
 Not applicable

SOCIAL VALUE COMMITMENT

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.

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:	REDACTED	Date:	REDACTED

Appendix 1

Buy and Store Agreement

“Buyer Nominated Site” means a Site nominated by the Buyer for Delivery of the Goods.

“Inventory” means an inventory of Goods provided by the Supplier to the Buyer containing the information set out in clause 6 (Inventory).

1. Receipt of Goods by Supplier and invoicing

1.1. The Supplier shall buy and take receipt of the Goods upon receipt of acceptance of or on request by the Buyer in relation to Buyer’s purchase order (“PO”). The Buyer shall ensure that the PO contains a request for the Goods detailed therein to receive and hold the same on behalf of the Buyer for a period which shall not exceed three months.

1.2. Once accepted by Supplier, the PO may not be cancelled without cause and the Price agreed shall not be subject to change.

1.3. Subject to the prior written consent of the Buyer, the Supplier may invoice the Buyer for the Call Off Contract Charges in respect of Goods that have been bought and received by the Supplier on or at any time after receipt by the Supplier of those Goods. Payment of invoices will be against standard payment terms whether goods are stored at Supplier site or delivered to Buyer site.

2. Supplier’s obligations

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2.1. The Supplier shall:

2.1.1. securely store and correctly handle the Goods in compliance with all relevant statutory and regulatory requirements;

2.1.2. (irrespective of ownership) insure all Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of three (3) months from receipt of Goods;

2.1.3. Make good any loss to, damage to or other failure of the Goods occurring prior to delivery to an Buyer site (including while stored at the Supplier's warehouse in Hatfield UK) such that the Buyer receives the total value of Goods procured through this Contract;

2.1.4. provide the Buyer with Inventories in accordance with clause 5 below (Inventory);

2.1.5. clearly identify and mark all Goods owned by the Buyer as being Goods owned by the Buyer; and

2.1.6. procure that all manufacturer's warranties in respect of the Goods take effect from the date the Goods are Delivered to the Buyer Nominated Site.

3. Buyer's right of inspection

3.1. The Buyer may inspect the Goods at the Supplier Sites, and may carry out the inspection during normal business hours and on reasonable notice.

4. Risk and title to Goods

4.1. In accordance with clause 2.7 of the Call Off Contract General Terms and Conditions, and without prejudice to paragraph 2.1.2 and 2.1.3, risk in the Goods shall pass to the Buyer on Delivery to the Buyer Nominated Site which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK.

4.2. In accordance with clause 2.8 of the Call Off Contract General Terms and Conditions of the Call Off Contract, ownership to the Goods shall pass to the Buyer on the earlier of full payment for the Goods or Delivery of the Goods to an Buyer Nominated Site (which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK).

5. Inventory

5.1. The Supplier shall provide the Buyer with:

5.1.1. an Inventory of all Goods that it receives at a site within twenty-four (24) hours of such receipt;

5.1.2. an Inventory of all Goods that it delivers to an Buyer Nominated Site at the time of such Delivery; and

5.1.3. an Inventory of all Goods that it holds at a site on the first (1st) day of each calendar month.

5.2. Each Inventory shall contain any pre-agreed information in relation to the Goods but in any event as a minimum will include without limitation the following:

5.2.1. asset categorisation;

5.2.2. manufacturer;

5.2.3. model number;

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5.2.4. serial number; and

5.2.5. asset cost.