

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

Order Form

CALL-OFF REFERENCE: Project_25331 Mobile Device Procurement

THE BUYER: REDACTED

BUYER ADDRESS

THE SUPPLIER: REDACTED

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19th January 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 and 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)
 - Call-Off Schedules:

Call-Off Schedule 6 (ICT Services) For the purposes of this Call-Off Schedule 6 – ICT Services, Annex B, Annex C and Annex D are attached as Annexes to this Order Form where applicable).

- 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

CALL-OFF START DATE:	19/01/2023
CALL-OFF EXPIRY DATE:	31/03/2023
CALL-OFF INITIAL PERIOD:	3 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	N/A

CALL-OFF DELIVERABLES

REDACTED TABLE

LOCATION FOR DELIVERY

Peel Park, Brunel Way, Peel Park, Brunel Way, Blackpool, FY4 5ES

Title to 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

The Department requests delivery of items by 31st January 2023.

Any devices which have not been delivered to DWP by the 31/03/2023 may be cancelled from this order at zero charge to DWP and for the avoidance of doubt DWP will not receive the devices.

TESTING OF DELIVERABLES

Option A

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

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 shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year.

CALL-OFF CHARGES

The maximum value awarded under contract will be up to REDACTED, however, the contract award will be on a zero value commitment basis. Orders will be drawn-down against the maximum total value. 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 CallOff Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Where applicable quarterly on the first Working Day of each quarter,

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term
+2 years

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Reviewed as part of the Progress Meetings if applicable

For and on behalf of the Supplier:

REDACTED

For and on behalf of Buyer:

REDACTED

Annex B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract. <https://central.samsungknox.com/termsConditions>.

Annex C

Software Support and Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.