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

# Order Form

CALL-OFF REFERENCE: CCTS22A97

THE BUYER: London Borough of Hammersmith and Fulham Council

BUYER ADDRESS 145-155 King Street, Hammersmith, London, W6 9XY

THE SUPPLIER: CDW Limited

SUPPLIER ADDRESS: One New Change, London, EC4M 9AF

REGISTRATION NUMBER: 02465350

DUNS NUMBER: 504971730

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **15th 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 2 (Variation Form)
  + Special Term 1 – Required Insurances
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 Supply Chain Visibility
* Call-Off Schedules for CCTS22A97
  + Call-Off Schedule 1 (Transparency Reports)]
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 4 - (Call Off Tender)
  + Call-Off Schedule 5 - (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call Off Schedule 7 – (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  + Call-Off Schedule 9 (Security) Part A
  + Special Term 2 – Exit Management
  + Call-Off Schedule 10 (Exit Management) Part B
  + Call-Off Schedule 11 (Installation Works)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Special Term 3 – Service Levels
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call Off Schedule 20 – (Specification)

1. CCS Core Terms (version 3.0.6) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068
3. 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:

**1 Joint Schedule 3 - Annex: Required Insurances:**

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

**2. Call-Off Schedule 10 (Exit Management):**

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

**3. Call-Off Schedule 14 – Service Levels**

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

CALL-OFF START DATE: **11th April 2023**

CALL-OFF EXPIRY DATE: **10th April 2028**

CALL-OFF INITIAL PERIOD: **5 years**

CALL-OFF OPTIONAL EXTENSION  **N/A**

PERIOD

## CALL-OFF DELIVERABLES

The Supplier shall provide all mandatory requirements as detail within Section 6 and Section 7 of Attachment 3 – Statement of Requirements.

## LOCATION FOR DELIVERY

**REDACTED TEXT under FOIA Section 40, Personal Information**

## DATES FOR DELIVERY OF THE DELIVERABLES

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

## TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing) - To be completed when supplier has been appointed. See above deliverable table as timeframes for completion.

## WARRANTY PERIOD

The Contracting Authority expects all devices to come with a minimum of 3 years warranty.

## 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 150% Estimated Charges in the first 12 months of the Contract.

|  |  |
| --- | --- |
| Initial Term: | 5 Years |
| Options to Extend: | N/A |
| Value per Annum / Contract Year: | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| Total Contract Value (excluding VAT): | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

## CALL-OFF CHARGES

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

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

* 1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
  2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
  3. Invoices should be submitted to REDACTED TEXT under FOIA Section 40, Personal Information.
  4. Supplier to adhere to Contracting Authorities set up and purchase to pay processes. Supplier to register on Capital e-sourcing and IBC portals.

1. **INVOICING**
   1. The Supplier shall submit its invoice to the Contracting Authority within five (5) Business Days of the end of the Month to which it relates.
   2. The Unit Price used to calculate the Base Charges shall be based upon the volume information in the Framework for the Month to which the Base Charges relate.
   3. All invoices shall be submitted electronically. Paper form is not required. (Pro Forma Invoice) to this Schedule. Electronic invoices shall be sent to the address notified by the Contracting Authority to the Supplier from time to time.
   4. All credits due to the Contracting Authority (including, without limit, Service Credits) shall be applied against the Charges set out in the invoice immediately following the date on which the credits arise (or are calculated and agreed as being due to the Contracting Authority, as applicable). Service Credits shall be shown as a deduction from the amount due from the Contracting Authority to the Supplier in the next invoice then due to be issued under this Contract. If no further Charges fall due after any such credits accrue to the Contracting Authority and such credits have not already been paid back to the Contracting Authority, the Supplier shall issue a credit note to the Contracting Authority for a sum equal to the total amount of credits then outstanding which shall be repayable by the Supplier to the Contracting Authority as a debt within ten (10) Business Days of issue of such credit note.
   5. Each invoice shall be accompanied by a statement containing such information as the Contracting Authority reasonably requires (which shall, as a minimum, include the information listed in Paragraph 3 of Appendix 1 to this Schedule) in support of the invoices to verify the amounts shown and their status for taxation purposes and referenced to the relevant Order Form. The Supplier shall provide such additional supporting information as the Contracting Authority shall reasonably request from time to time.
   6. Invoices shall sterling or such other currency as the Contracting Authority reasonably be submitted in pounds specifies.
2. **INVOICE VERIFICATION** 
   1. To enable the Contracting Authority to verify the accuracy of invoices submitted to it, the Contracting Authority shall be entitled to require the Supplier to provide reasonable assistance and any reasonable supplementary information within a reasonable period of request, to enable the Contracting Authority to verify the accuracy of invoices submitted to it.
   2. The Contracting Authority will check each invoice upon receipt and will verify or dispute its content within five (5) Business Days of receipt.
   3. The Contracting Authority may withhold payment of elements of an invoice it disputes. If the Contracting Authority withholds any payment, it shall notify the Supplier as soon as reasonably practicable giving reasonable details to the Supplier as to which elements of the invoice are disputed and the reason, therefore.
   4. If any portion of an invoice is disputed by the Contracting Authority, then, provided that the Supplier credits the disputed invoice in full to the Contracting Authority and then issues two (2) invoices, one in respect of the disputed amount ("Disputed Amount") and the other in respect of the undisputed amount, the Contracting Authority shall pay the invoice for the undisputed amount as set out above. The Parties shall seek to resolve the Dispute in relation to the Disputed Amount through the Escalation Process and, if the matter remains unresolved when the Escalation Process has been exhausted, the remainder of the Dispute Resolution Procedure shall apply. Upon resolution of the Dispute in respect of the Disputed Amount in accordance with the Dispute Resolution Procedure, the Contracting Authority shall pay any amounts determined or agreed to be payable to the Supplier. Pending resolution of the Dispute, the Supplier shall continue to provide the Services in accordance with this Contract. Failure to notify the Supplier that an amount has not been verified shall not constitute a waiver of the Contracting Authority's right to dispute amounts it reasonably believes have been incorrectly invoiced.
   5. Any amounts that are agreed or, in accordance with the Dispute Resolution Procedure, determined to have been underpaid by the Contracting Authority shall be re-invoiced to the Contracting Authority at the next following invoicing in accordance with Paragraph 1 of this Part 4 together with interest (at the rate of four per cent (4%) per annum above the base rate of Barclays Bank plc for the time being in force) from the date of the original invoice up to the date of payment by the Contracting Authority. The Parties agree that this constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. The Due Date for Payment for the purposes of applying this Paragraph shall be calculated by reference to the re-submitted invoice and not the original invoice.
   6. Any amounts that are agreed or, in accordance with the Dispute Resolution Procedure, determined to have been overcharged and, as a consequence, overpaid by the Contracting Authority shall be credited to the Contracting Authority at the next invoicing round in accordance with Paragraph 1.3 of this Part 4 together with interest (at the rate of four per cent (4%) per annum above the base rate of Barclays Bank plc for the time being in force) from the date of the overcharge up to the date of the credit. The Parties agree that this constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
3. **PAYMENT**
   1. Accurate and valid invoices shall be paid by the Contracting Authority in accordance with preceding paragraphs above.
   2. Without prejudice to the rights of the Contracting Authority set out elsewhere in this Contract, payments shall be made by the Contracting Authority to the Supplier by the Due Date for Payment by electronic BACS transfer or such other method as is agreed between the Parties from time to time.

## BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information**

## BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

## BUYER’S ENVIRONMENTAL POLICY

H&F Climate and Ecology Strategy available online at: [H&F Climate and Ecology Strategy (lbhf.gov.uk)](https://www.lbhf.gov.uk/sites/default/files/section_attachments/hf-climate-and-ecology-strategy.pdf)

The Contracting Authority to consider how it can better support its users and residents, and how it can embed sustainability through procurement to ensure re-use of corporate devices.

There is a requirement that The Supplier shall optimise device configuration to enable power efficiency and provide power consumption information to our users.

The Supplier shall work with the Contracting Authority to design a secure and sustainable device repurposing process that contributes to the Contracting Authority's digital inclusion programme and Climate Change Strategy.

## BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9. The Supplier shall comply with the requirements of [Call-Off Schedule 9 - Security](https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6068-Call-off-schedule-9-security-v2.odt) and the principles outlined in ISO 27001.

* 1. The Supplier shall be expected to complete the Contracting Authority’s Supplier Security Questionnaire (SSQ).
  2. The processing and operation of the services outlined must be undertaken in line with the principles outlined in ISO 27001.
  3. The Supplier must adhere to the terms and conditions set out in the Security Call-Off Schedule 9.
  4. The Supplier shall be expected to comply with the Contracting Authority’s Non-Functional Requirements (NFRs). As per Appendix C
  5. The Supplier shall be expected to conduct tests of its Information management systems on an annual basis and make these results available to the Contracting Authority upon request (may be covered in Security call off schedule).
  6. The Supplier shall be expected to maintain an incident response process and inform the Contracting Authority of incidents impacting its data (may be covered in Security call off schedule).
  7. The Supplier is expected to comply with all relevant data protection laws and standards including the UK GDPR, Data Protection Act 2018, and any applicable national laws and rights.

## SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

## SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

## PROGRESS REPORT FREQUENCY

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

## PROGRESS MEETING FREQUENCY

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

## KEY STAFF

Not applicable

## KEY SUBCONTRACTOR(S)

Not applicable

## COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

Information relating to pricing, service credits, any extension period.

## SERVICE CREDITS

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

## ADDITIONAL INSURANCES

Not applicable

## GUARANTEE

Not applicable

## SOCIAL VALUE COMMITMENT

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

For and on behalf of Buyer:

|  |  |  |
| --- | --- | --- |
| Executed as a deed by affixing the common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** in the presence of: | ) ) ) ) ) ) | ………………......................................... Signature of authorised officer  ………………......................................... Print name (ALL CAPITALS) |

For and on behalf of the Supplier:

|  |  |  |
| --- | --- | --- |
| Executed as a deed by **[** ] acting by: two directors, or a director and its secretary, or a director in the presence of a witness  If signed by a director in the presence of a witness, please ensure the witness completes the following:  ………………..............................................  ……………….............................................. Witness address (ALL CAPITALS)  ……………….............................................. Witness occupation (ALL CAPITALS) | ) ) ) ) ) ) | ……………….............................................. Signature of director  ……………….............................................. Print name (ALL CAPITALS)  ……………….............................................. Signature of director / secretary / witness (delete as appropriate)  ……………….............................................. Print name (ALL CAPITALS) |

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

For and on behalf of Buyer:

|  |  |  |
| --- | --- | --- |
| Executed as a deed by affixing the common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** in the presence of: | ) ) ) ) ) ) | ………………......................................... Signature of authorised officer  ………………......................................... Print name (ALL CAPITALS) |

For and on behalf of the Supplier:

|  |  |  |
| --- | --- | --- |
| Executed as a deed by **[** ] acting by: two directors, or a director and its secretary, or a director in the presence of a witness  If signed by a director in the presence of a witness, please ensure the witness completes the following:  ………………..............................................  ……………….............................................. Witness address (ALL CAPITALS)  ……………….............................................. Witness occupation (ALL CAPITALS) | ) ) ) ) ) ) | ……………….............................................. Signature of director  ……………….............................................. Print name (ALL CAPITALS)  ……………….............................................. Signature of director / secretary / witness (delete as appropriate)  ……………….............................................. Print name (ALL CAPITALS) |