

Order Form

CALL-OFF REFERENCE: Project_25535 Laptop Tranche 3

THE BUYER: REDACTED

THE SUPPLIER: REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th February 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: 10th February 2023

CALL-OFF EXPIRY DATE: 9th May 2023

CALL-OFF INITIAL PERIOD: Three (3) Months

CALL-OFF OPTIONAL EXTENSION Not used **PERIOD**

CALL-OFF DELIVERABLES

REDACTED TABLE

Invoicing	<p>The Supplier must provide accurate invoices and supporting Management Information at the point of transfer of ownership of the devices.</p> <p>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.</p> <p>The Supplier shall ensure that any invoice or credit note includes, without limitation, the following information:</p> <ul style="list-style-type: none"> 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 <p>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.</p>
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	<p>Any invoice or credit note shall be accompanied with Management Information (MI). This MI shall include, without limitation, the following information:</p> <p>Serial numbers for the devices being delivered</p> <p>Where invoicing for goods, proof of delivery</p> <p>Details of the services/goods being charged including volumes and unit costs</p> <p>The invoice and Purchase Order references that the MI pertains to</p> <p>Invoices and credit notes shall be submitted to:</p> <ul style="list-style-type: none"> • APinvoices-DWP-U@gov.sscl.com • workplacecomputing.invoices@dwp.gov.uk <p>With all supporting documentation and management information also submitted to:</p> <ul style="list-style-type: none"> • workplacecomputing.invoices@dwp.gov.uk <p>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.</p> <p>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.</p> <p>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.</p> <p>The supplier must respond to DWP invoice queries within 3 business days</p>
Bulk Delivery	<p>Ownership of these devices shall be transferred to the Buyer at the point of delivery to the Supplier's Hatfield 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 31st March 2023.</p>

Warranty	<ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - Repair/replacement turnaround terms; - Timescales; - Contact information. - - 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. - - 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.
Storage	Storage is free for 3 months under Computacenter's Buy and Store agreement as set out in Appendix 1.
Asset reporting	<p>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)</p> <p>A report must be provided and include:</p> <ul style="list-style-type: none"> • Asset Categorisation • Manufacturer • Model number • Serial number • Asset Cost <p>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</p>
	the status of that device in order to undertake effective demand management
Availability and Delivery	<p>Supplier to confirm their ability to:</p> <ul style="list-style-type: none"> • Acquire the volume of devices requested and ensure delivery to the required address in the UK before the agreed delivery date. • Securely meet delivery requirements in an appropriate and proper manner including appropriate protection and insurance. • Retain a full audit trail of device asset details from stock to delivery

Security	In delivery of services to DWP, comply with DWP Security Policies and Standards https://www.gov.uk/government/publications/dwp-procurement-security https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards
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LOCATION FOR DELIVERY

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

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

DATES FOR DELIVERY OF THE DELIVERABLES

All items to be delivered by 31st March 2023 to Supplier's Hatfield address. The Buyer reserves the right to terminate the contract in respect of those items not delivered where 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 £4,967,367.00 inc VAT

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

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/dwpprocurementsecurity><https://www.gov.uk/government/publications/dwp-procurementsecuritypolicies-andstandardspolicies-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)

For and on behalf of the Supplier:

Signature:

REDACTED

For and on behalf of the Buyer:

Signature:

REDACTED

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurementpolicynote0117> <https://www.gov.uk/government/publications/procurement-policynote0117update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Please see embedded table:

Transparency Reports			
Title	Content	Format	Frequency
Performance	- inventory in stock - orders received - orders delivered	To be agreed	1st Day of the Month
Call off contract Charges	- Monthly charge - Charges to date	To be agreed	1st Day of the Month

Call-Off Schedule 5 (Pricing Details)

Pricing for Hardware and Service

REDACTED TABLES

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 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; 5.2.4. serial number; and
 - 5.2.5. asset cost.