

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

Order Form

CALL-OFF REFERENCE:	prj_8128_ con_20782 (Lot 5 only)
THE BUYER:	The Secretary of State for Justice
BUYER ADDRESS	Ministry of Justice, 3rd Floor 10 South Colonnade, Canary Wharf, E14 4PU
THE SUPPLIER:	CDW Ltd
SUPPLIER ADDRESS:	3rd Floor One New Change London EC4M 9AF United Kingdom
REGISTRATION NUMBER:	02465350

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated
1st June 2022

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):

This Call off order covers **Lot 5** of 5 lots

(Initial TePas sourcing table below: Dates have been revised subsequently)

[REDACTED]

Pricing shown in the Call Off Deliverables is the minimum volume committed with the option to procure "up to X" further volume at the same price within 1-3 months.

In addition, Lot 5 includes the fees of CDW as the contracted PTTP National Rollout partner for the handling and configuration of 3rd party Lot 1, Lot 2 and potentially Lot 3 / 4 equipment

Lot 3 has been withdrawn, and Lot 4 will be deployed directly from that Supplier where possible: However Lots 3&4 remain in scope of this Call off deliverable relating to handling, delivery and configuration where applicable, and may be brought into play on Agreement through the Change Control Process.

Lot 5 Requirement – Adaptors, Ancillaries & Config Cost of EUDS

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)
 - Joint Schedule 12 Supply Chain Visibility
 - Call-Off Schedules for Prj_8128
- 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:

Special Term 1 "Time is of the essence"

CALL-OFF START DATE: 1st June 2022
CALL-OFF EXPIRY DATE: 31st May 2023
CALL-OFF INITIAL PERIOD: 12 Months
CALL-OFF OPTIONAL EXTENSION up to 24 months in total
PERIOD

CALL-OFF DELIVERABLES

It is understood that fulfilling any placed order or meeting specified timelines will be dependent on timely presentation of a Purchase Order for the value required.

Further details on the delivery as specified in the Supplier's submission at Schedule 4.

[REDACTED]

DATES AND LOCATION FOR DELIVERY

- Required delivery Date of “Must Have” volume to inventory (i.e. de facto delivery / transfer of ownership) no later than 6th June 2022 essential. Proof of delivery date will be required.
- Delivery Location: To inventory warehouse (FOB) provided by the Supplier for (potential configuration and) onward distribution to either a Deployment Partner, or direct to named individuals or in batch to a location, at a date to be notified.

TESTING OF DELIVERABLES

Not applicable

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be no less than 90 days or as agreed by extended warranty arrangements

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
£729,340+VAT

Call Off Charges

[REDACTED]

Independent Purchase Orders may be generated for Goods and Services as the demanded by accounting limitations. It is understood that any Warranty payments must be made at point of sale.

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. Where a change in the priority of the goods or services agreed, values may be moved between allocation where agreed in writing in advance, on the understanding that the overall value will not change without being agreed through the Change Control Process.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Basware / BACS

BUYER'S INVOICE ADDRESS:

<https://www.gov.uk/government/organisations/ministry-of-justice/about/procurement>

Email: APinvoices-MOJ-U@gov.sscl.com

Ministry of Justice
PO Box 743
Newport
Gwent
NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

BUYER'S SECURITY POLICY

Available online at: <https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3rd Floor
One New Change
London EC4M 9AF
United Kingdom

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3rd Floor
One New Change
London EC4M 9AF
United Kingdom

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as otherwise agreed

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as otherwise agreed

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable: "Time is of the essence"

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 (Call-Off Tender)

Framework Schedule 6

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Call-Off Schedule 4 (Call-Off Tender)

[REDACTED]