

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation (UKRI) – Science and
Technology Facility Council (STFC)

CDW Limited

1 New Change, London, EC4M 9AF

(Registered No. 02465350)

19th July 2024

Call-Off Contract No. [REDACTED] for the supply of Goods, Services and/or Software

1 Further to the Framework Agreement dated 1st February 2023 – 31st January 2025, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

2 The particulars of this Call-Off Contract are set out below:

Item	Description						
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is [REDACTED]						
Parties	Between: UK Research and Innovation (UKRI) – Science and Technology Facility Council (STFC) a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer) and CDW Limited , (company number 02465350) whose registered office is at 1 New Change, London, EC4M 9AF (Supplier).						
Call-Off KPIs (Cl. Error! Reference source not found.)	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract</td><td>Delivery of Goods</td><td>100% of Goods delivered on time in full</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	100% of Goods delivered on time in full
Performance Target	Key Indicator	Performance Measure					
Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	100% of Goods delivered on time in full					

	within the lead-times specified to member locations throughout the UK.		
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	100% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email.	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl.1.1)	The Charge(s) for this order shall not exceed: £85,081.52 (eighty-five thousand, eighty-one pounds and fifty-two pence) excluding VAT.		
Access Date (Cl.1.1)	N/A		
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		
Contract End Date (Cl. Error! Reference source not found.)	Means: The latest date for the successful delivery of the goods to STFC site, shall be no later than 4 th November 2024.		

Customer Liability Cap (Cl. 1.1)	Means 100% of the Order value.
Delivery Date(s) (Cl. Error! Reference source not found.)	The Supplier shall deliver the Goods by the following date: <ul style="list-style-type: none"> 4th November 2024
Defects Rectification Period (Cl. Error! Reference source not found.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause Error! Reference source not found. of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	The Goods to be supplied under this Call-Off Contract areas per Annex A
Installation Date (Cl. Error! Reference source not found.)	N/A
Premises (Cl. Error! Reference source not found.)	The Goods are to be delivered to: <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>
Services (Cl. Error! Reference source not found.)	The Services to be supplied under this Call-Off Contract are as per Annex A
Software (Cl. Error! Reference source not found.)	N/A

source not found.)	
Software Specification (Cl. Error! Reference source not found.)	N/A
Software Warranty Period (Cl. Error! Reference source not found.)	N/A
Services Commencement Date (Cl. Error! Reference source not found.)	Supply of the Services is to commence on the date of the goods, being delivered, 4th of November 2024.
Services End Date (Cl. Error! Reference source not found.)	Supply of the Services is to end on 4th November 2029. Please note, there is an element of support on few of the item ([REDACTED]) for 5 years.
Supplier Liability Cap (Cl. 1.1)	Means the amount of [REDACTED] excluding VAT. [REDACTED] of the charges payable by the buyer to the supplier during the Call-off-Contract.
Instalments (Cl. Error! Reference source not found.)	N/A
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To: [REDACTED] Marked for the attention of: [REDACTED] In the case of the Supplier To: CDW Limited, 1 New Change, London, EC4M 9AF

	Marked for the attention of: [REDACTED] [REDACTED]
Data Protection Particulars (Schedule 4)	N/A

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.

Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully

[REDACTED]
.....
for **CUSTOMER**

UK Research and Innovation

Name:

Designation:

Date:

Accepted and acknowledged by:

[REDACTED]
for and on

behalf of **SUPPLIER**
CDW Limited

Name: [REDACTED]

Designation: VP of Sales

Date: 24 July 2024

Annex A: Brief

