

# Framework Schedule 6 (Order Form Template and CallOff Schedules)

## Order Form Amendment -1

CALL-OFF REFERENCE: 712410450

THE BUYER: Ministry of Defence

BUYER ADDRESS: Defence Digital, Crypto & Defensive Cyber  
(C&DC), Spur F1, Building 405, MOD Corsham,  
Westwells Road, Corsham, SN13 9NR, United  
Kingdom

THE SUPPLIER: CDW Limited

SUPPLIER ADDRESS: One New Change, London EC4M 9AF

REGISTRATION NUMBER: 2465350 (UK)

DUNS NUMBER: 504971730 (UK)

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **30/07/2024** It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

### CALL-OFF LOT(S):

Lot 1 Hardware and Software and Associated Services

### CALL-OFF INCORPORATED TERMS

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6098
  - Joint Schedule 2 Variation Form
  - Joint Schedule 3 Insurance Requirements
  - Joint Schedule 4 Commercially Sensitive Information)
  - Joint Schedule 10 Rectification Plan
  - Joint Schedule 11 Processing Data
  - Joint Schedule 7 - Financial Difficulties
  - Joint Schedule 1 – Definitions
  - Joint Schedule 5 - Corporate Social Responsibility
- Call-Off Schedules for RM6098
  - Call-Off Schedule 5 Pricing Details
  - Call-Off Schedule 9 Security
  - Call-Off Schedule 17 MOD Terms
  - Call-Off Schedule 18 Background Checks
  - Call-Off Schedule 10 Exit Management
  - Call-Off Schedule 13 Implementation Plan and Testing
  - Call-Off Schedule 14 Service Levels
  - Call-Off Schedule 15 Call-Off Contract Management
  - Call-Off Schedule 20 Specification
  - Call-Off Schedule 3 Continuous Improvement
  - Call-Off Schedule 6 ICT Services
  - Call-Off Schedule 7 Key Supplier Staff
  - Call-Off Schedule 8 Business Continuity and Disaster Recovery
  - Call-Off Schedule 9 Security
  - Core Terms

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.
- No deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.
- Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

CALL-OFF START DATE: **30/07/2024**

CALL-OFF EXPIRY DATE: **29/07/2025**

CALL-OFF INITIAL PERIOD: Not applicable

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

**LOCATION FOR DELIVERY**

Subject to confirmation upon stock arrival

**DATES FOR DELIVERY**

Requirement to be delivered ASAP within Financial Year 24/25.

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be minimum is 90 days

**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 £2,484,335.71 (ex VAT)

**CALL-OFF CHARGES**

See details in Call Off Schedule 5 (Pricing Details) for a summary of Call-Off Charges.

Call-Off Charges to the sum of £2,484,335.71 shall be payable within 30 days of receipt of Suppliers valid and undisputed invoice.

**Amendment 1 - Call-Off Charges to the sum of £2,484,335.72**

**REIMBURSABLE EXPENSES**

Not applicable

**PAYMENT METHOD**

Payment will be made via CP&F

**BUYER'S INVOICE ADDRESS:**

Framework Ref: RM6098

Project Version: v2.0

3 Model Version: v3.8

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)** Crown  
Copyright 2018

Crypto & Defensive Cyber, Spur F1 Bldg. 405, MoD Corsham, Westwells Rd,  
Corsham, Wiltshire, SN13 9NR.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

As per Call Off Schedule 17 (MOD Terms)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]

PROGRESS REPORT FREQUENCY

The supplier will be expected to provide weekly status updates against all items highlighting any delays, expected delivery dates, and confirmation of delivery to the Authority. This will be delivered by e-mail to the project manager.

PROGRESS MEETING FREQUENCY

As required to support delivery.

KEY STAFF

To be confirmed at kick off.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable.

SERVICE CREDITS

Not applicable.







ADDITIONAL INSURANCES

Not applicable.



**GUARANTEE**  
Not applicable.

**SOCIAL VALUE COMMITMENT**

In line with the Suppliers response to the Authority's Social Value questionnaire.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	04 September 2024	Date:	06 September 2024

## Call-Off Schedule 5 (Pricing Details)

		Total Costs
Ref	Description	Delivery 1: ASAP FY 24/25
1	Item A	
3	Item C	

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)** Crown  
 Copyright 2018

8	Item H	
10	Item J	
11	Item K	

<b>Total</b>	£2,484,335.71
--------------	---------------

**Amendment 1 - Call-Off Schedule 5 (Pricing Details)**

		Total Costs
Ref	Description	Delivery 1: ASAP FY 24/25
1	Item A	
3	Item C	
8	Item H	
10	Item J	
11	Item K	

<b>Total</b>	£2,484,335.72
--------------	---------------

# Call-Off Schedule 17 (MOD Terms)

## 1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"MOD Terms and Conditions"</b>	the terms and conditions listed in this Schedule;
<b>"MOD Site"</b>	shall include any of Her Majesty's Ships or Vessels and Service Stations;
<b>"Officer in charge"</b>	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

## 2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for

them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

### **3 DEFCONS and DEFORMS**

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.



3.3 In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

#### **4 Authorisation by the Crown for use of third party intellectual property rights**

4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **ANNEX 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defencekid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

#### **DEFCONS**

<b>DEFCON No</b>	<b>Version</b>	<b>Description</b>
DEFCON 5J	18/11/2016	Unique Identifiers
DEFCON 68	02/02/2017	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	06/2021	Contractors Personnel At Government Establishments
DEFCON 90	06/2021	Copyright
DEFCON 117	07/2021	Supply of Information for NATO Codification and Defence Inventory Introduction
DEFCON 129J	18/11/2026	The Use Of Electronic Business Delivery Form
DEFCON 520	08/2021	Corrupt Gifts And Payments Of Commission
DEFCON 522	11/2021	Payment And Recovery Of Sums Due
DEFCON 531	09/2021	Disclosure Of Information
DEFCON 532B	09/2021	Protection Of Personal Data

DEFCON 632	11/2021	Third Party Intellectual Property Rights – Rights and Restrictions
DEFCON 656B	08/2016	Termination for Convenience – Over £5m
DEFCON 658	09/2021	Cyber
DEFCON 659A	09/2021	Security Measures
DEFCON 660	12/2015	Official Sensitive Security Requirements
DEFCON 670	02/2017	Tax Compliance
DEFCON 694	07/2021	Accounting For Property Of The Authority
DEFCON 703	06/2021	Intellectual Property Rights - Vesting in the Authority
DEFCON 707	11/2022	Rights in Technical Data

## DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description