

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

Order Form

CALL-OFF REFERENCE:	Project 25156_SD WAN Support & Maintenance via CDW
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	2 St. Peter's Square, Manchester, M2 3AA
THE SUPPLIER:	CDW Ltd
SUPPLIER ADDRESS:	3rd Floor One New Change, London, United Kingdom, EC4M 9AF
REGISTRATION NUMBER:	02465350
DUNS NUMBER:	Not Applicable
SID4GOV ID:	Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **06/02/2023**. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

- Lot 1 Hardware & Software & 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) Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for Project 25156_SD WAN Support & Maintenance:

Framework Schedule 6

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)

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) - For the purposes of this Call-Off Schedule 6 – ICT Services, Annex B, Annex C and Annex D are attached as Annexes to this Order Form where applicable).

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

REDACTED

CALL-OFF START DATE: 10th March 2023

CALL-OFF EXPIRY DATE: 9th March 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL EXTENSION PERIOD: +1-year +1 year

CALL-OFF DELIVERABLES

SD-WAN Licences and Support as per the attachment below.

REDACTED

LOCATION FOR DELIVERY

Location for delivery of the goods will be confirmed by the Buyer at the point of Contract Award.

Title of the Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where Title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

To be advised by CDW Account Management Team on receipt of the Purchase Order.

TESTING OF DELIVERABLES

Not Applicable.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third-party manufacturer or supplier.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

REDACTED

CALL-OFF CHARGES

£1,294,512.94 (Net)

£258,902.59 (VAT)

£1,553,415.53 (Gross)

This is for a period of 2-years.

The contract will include an additional 1,811,577.84 (inclusive of VAT) uncommitted spend within the Total Contract Value (TCV) to allow the Buyer the ability to extend as per the Call-Off Optional Extension period above, or to purchase additional software licences and support required during the life of the Call-Off Contract. The department reserves the right to purchase additional software requirements via an alternative route if deemed appropriate.

The published contract value will therefore be £1,555,415.53 (committed spend for current requirements) + £1,811,577.84 (uncommitted spend for extension periods and any new requirements) = £3,366,993.37 including VAT.

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

BAC's payment.

BUYER'S INVOICE ADDRESS:

APinvoices-DWP-U@gov.sscl.com

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Where applicable, quarterly on the first Working Day of each quarter.

KEY STAFF

Not Applicable.

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years.

SERVICE CREDITS

Not Applicable.

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

For and on behalf of the Supplier:

Signature: REDACTED

Name: REDACTED

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Role: VP of Sales

Date: 13th February 2023

For and on behalf of Buyer:

Signature: REDACTED

Name: REDACTED

Role: Associate Commercial Specialist

Date: 20th February 2023

Annexes to Call Off Schedule 6 (ICT Services)

REDACTED