

Framework Schedule 6

(Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Prj_8128 con_20917 (v1.1 FINAL)

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS: Ministry of Justice, 3rd Floor 10 South Colonnade,
Canary Wharf, E14 4PU

THE SUPPLIER: Atos IT Services UK Limited

SUPPLIER ADDRESS: Second Floor, Mid City Place,
71 High Holborn, London,
United Kingdom, WC1V 6EA
Company number 01245534

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated
24th June 2022

Issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services. ("TePAS")

CALL-OFF LOT(S):

Lot 1 (Desktop Devices)

Lot 2 (Laptop Devices)

With an agreed contract value of

Net Total	VAT	Gross Total
£6,937,220.00	£1,387,444.00	£8,324,664.00

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
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- Call-Off Schedules for Prj_8128 con_20917 PTP Interim Hardware 2022 Order Form Lot 1,2 ATOS v1.0

- 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:	24th June 2022
CALL-OFF EXPIRY DATE:	31st March 2023
CALL-OFF INITIAL PERIOD:	9 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	up to 6 months in total in 2x3 month allocations

CALL-OFF DELIVERABLES

Lot One

Lenovo ThinkPad L13 (Gen 3)

Intel 12th Generation

Win 11 Pro with DG rights to Win 10

12th Generation Intel® Core™ i5-1235U Processor (E-cores up to 3.30 GHz P-cores up to 4.40 GHz)

256GB SSD M.2 2242 PCIe Gen4 TLC Opal

16 GB DDR4-3200MHz (Soldered)

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MMD Compatible

FHD No Touch

13.3" WUXGA (1920 x 1200), IPS, Anti-Glare,

Non-Touch, 45%NTSC, 300 nits, 60Hz

Non-touch Anti-Glare HD Camera (FULL HD)

Intel® Wi-Fi 6 AX201 2x2 AX & Bluetooth® 5.0 or above with vPro®

Bluetooth 5.2

1.30KG

WUXGA (1920 x 1200)

1x USB 3.2 Gen 1 + 1x USB 3.2 Gen 1 (Always On)

1x Headphone / microphone combo jack (3.5mm)

1 x HDMI 2.0

RJ45 supplied via adapter

1x USB-C 3.2 Gen 2 (support data transfer, Power Delivery and DisplayPort™ 1.2) + 1x Thunderbolt 4 / USB4™ 40Gbps (support data transfer, Power Delivery 3.0, and DisplayPort 1.4) +

Lenovo ThinkPad L13 Gen 3 is MMD compatible.

Included - 3 Year On Site + 3Y Integrated Solution Support (LISS) for MMD on ThinkPad (Upgrade from 3Y On Site)

Lot Two

Lenovo ThinkPad L13 (Gen 3)

Intel 12th Generation

Win 11 Pro with DG rights to Win 10

12th Generation Intel® Core™ i5-1235U Processor (E-cores up to 3.30 GHz P-cores up to 4.40 GHz)

256GB SSD M.2 2242 PCIe Gen4 TLC Opal

16 GB DDR4-3200MHz (Soldered)

MMD Compatible

FHD No Touch

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Bluetooth 5.2

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1x Headphone / microphone combo jack (3.5mm)

1 x HDMI 2.0

RJ45 supplied via adapter

1x USB-C 3.2 Gen 2 (support data transfer, Power Delivery and DisplayPort™ 1.2) + 1x Thunderbolt 4 / USB4™ 40Gbps (support data transfer, Power Delivery 3.0, and DisplayPort 1.4) +

Lenovo ThinkPad L13 Gen 3 is found to be MMD compatible with MMD image uploaded.

Included - 3 Year On Site + 3Y Integrated Solution Support (LISS) for MMD on ThinkPad (Upgrade from 3Y On Site)

Added value configuration:

Fingerprint Reader to enable Windows “Hello” Biometric access.

DATES AND LOCATION FOR DELIVERY

- Required delivery Date of “Must Have” volume to the configuration and storage facility specified by the PTTP Deployment Partner Warehouse (i.e. *de facto* delivery / *transfer* of ownership) on or before 31st July 2022 essential, with the expectation that the bulk of delivery will be as early in July 2022 as feasible.. Proof of delivery will be requested
- Delivery Location: To be confirmed Operationally

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 **£6,901,220+VAT**

CALL-OFF CHARGES

[REDACTED]

[REDACTED]

By Agreement the Parties may determine to apply staged (or batch) deliveries, and invoice on those staged (or batch) deliveries as appropriate and to cope with any necessary variation in the planned delivery numbers

Independent Purchase Orders may be generated for Goods and Services as the demanded by accounting limitations. It is understood that 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.

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]

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]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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:

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)

For and on behalf of the Supplier: [REDACTED]

Signature: [REDACTED]

Framework Schedule 6

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of Buyer: [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Call-Off Schedule 4 (Call-Off Tender)

[REDACTED]