

# Framework Schedule 6 v1.0 (Order Form Template and Call-Off Schedules)

## Order Form

1. **CALL-OFF REFERENCE:** CVIDCORPALO- Palo Alto Firewall replacements
2. **THE BUYER:** Department for Work and Pensions (DWP)
3. **BUYER ADDRESS** 2 St Peters Square, Manchester. M2 3DF
4. **THE SUPPLIER:** **Computacenter (UK) Ltd**
5. **SUPPLIER ADDRESS:** Computacenter House, 100 Blackfriars Road, London, SE1 8HL
  
6. **REGISTRATION NUMBER:** 03593389
7. **DUNS NUMBER:** 226023463
8. **SID4GOV ID:** n/a

### 9. APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/11/2021.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### 10. CALL-OFF LOT(S):

Lot 2 Hardware & Associated Services

### 11. 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:

- a) The Buy & Store terms set out in Schedule 1
- b) 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 at Schedule 2),
- c) This Order Form including the Call-Off Special Terms.
- d) Joint Schedule 1 (Definitions and Interpretation) RM6068.
- e) Joint Schedule 4 Commercially Sensitive Information
- f) CCS Core Terms (version 3.0.8)

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g) Joint Schedule 2 (Variation Form).

h) Joint Schedule 5 (Corporate Social Responsibility) RM6068

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.

### 12. CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

**13. CALL-OFF START DATE:** 22/11/2021

**14. CALL-OFF EXPIRY DATE:** 21/11/2024 (pending commencement of S&M)

**15. CALL-OFF INITIAL PERIOD:** Three (3) years (taking account of 3 years support & maintenance)

**16. CALL-OFF OPTIONAL EXTENSION PERIOD** Optional two (2) years

### 17. CALL-OFF DELIVERABLES

See details in the quote and product data sheet included in the below, which shall also be deemed the Call-Off Specification.



PA\_5450\_Series Data  
sheet.pdf

**REDACTED EMBEDDED QUOTE**

**REDACTED QUOTE DETAIL**

### 18. LOCATION FOR DELIVERY

**REDACTED DELIVERY ADDRESSES**

### DATES FOR DELIVERY OF THE DELIVERABLES

To be agreed with Authority representative **REDACTED NAME**

**REDACTED EMAIL ADDRESS**

### 19. TESTING OF DELIVERABLES

None

### 20. WARRANTY PERIOD

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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.

### **21. 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is  
**£1,701,126.10 (inc irrecoverable VAT )**

### **22. Committed CALL-OFF CHARGES**

**£1,701,126.10 (inc irrecoverable VAT )**

The Supplier shall submit invoices directly to the billing address as per the Buyer's order:  
SSCL and DWP – FAO **REDACTED NAME & EMAIL ADDRESS**

The Charges are fixed and 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.

Uncommitted capped Call-Off Charges  
£2,500,000 (exc VAT)

### **23. REIMBURSABLE EXPENSES**

None

### **24. PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Buyers order. The Supplier shall invoice the Buyer for Goods on despatch or receipt into Supplier's warehouse in accordance with the Buy & Store Agreement and for Services as per Supplier's quotation. Payment to be made by BACS payment.

All invoices must include the purchase order number **[Buyer to advise number]**, Call-Off reference, description and value.

The invoice format will mirror the necessary information in clause 4 of the Core Terms. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of the Core Terms

The Supplier will post paper invoices to the SSCL address and send PDF version of the invoices to the Buyer Authorised Representative **REDACTED NAME & EMAIL ADDRESS** and SSCL email address below.

**25. BUYER'S INVOICE ADDRESS:**

DWP, PO Box 406, SSCL  
Phoenix House  
Celtic Springs Business Park  
Newport  
NP10 8FZ.

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

**26. BUYER'S AUTHORISED REPRESENTATIVE**

Main contact; REDACTED NAME

**27. SUPPLIER'S AUTHORISED REPRESENTATIVE**

**CompuCenter**

**REDACTED NAME**

Account Manager

**REDACTED EMAIL ADDRESS**

Computacenter ( UK) Ltd

Hatfield Business Park,

Hatfield Avenue,

Hatfield,

Hertfordshire

AL10 9TW

**28. SUPPLIER'S CONTRACT MANAGER**

**REDACTED NAME**

Framework Sales Director

government@computacenter.com

Hatfield Avenue, HATFIELD AL10 9TW

**29. PROGRESS REPORT FREQUENCY**

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

**30. PROGRESS MEETING FREQUENCY**

TBC

**31. KEY STAFF**

Not applicable for standard supply transactions.

**32. KEY SUBCONTRACTOR(S)**

Not applicable for standard supply transactions.

**33. COMMERCIALLY SENSITIVE INFORMATION**

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

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

### 34. SERVICE CREDITS

Not applicable

### 35. ADDITIONAL INSURANCES

Not applicable

### 36. GUARANTEE

Not applicable

### 37. SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED NAME	Signature:	REDACTED NAME
Name:	REDACTED NAME	Name:	REDACTED NAME
Role:	Senior Legal Advisor	Role:	Associate Commercial Specialist
Date:	22 November 2021   15:46 GMT	Date:	22 November 2021   17:09 GMT

## Schedule 1

### BUY AND STORE OR BUYER OWNED KIT AGREEMENT

#### Department for Work and Pensions

#### 2 St Peter's Square, Manchester, M2 3AA

The parties agree that in respect of the items listed below/set out in the Buyer purchase order ("Goods") Computacenter shall:

- (a) upon acceptance of or on request by the Buyer in relation to Buyer's purchase order ("PO") relating to the Buyer's **Next Generation Firewall Hardware Orchestration Platform with On-Premise Threat Analysis Capability**

or

- (b) upon request or on request by the Buyer in relation to PO(s) raised by the Buyer between the dates of 22/11/2021 to 21/11/2024 that reference this Buy & Store Agreement;

either:

- (i) invoice for the Goods to be supplied and hold the same on behalf of the Buyer; or
- (ii) receipt and hold the Goods if purchased by the Buyer from one or more alternative source(s), ("Buyer Owned Kit").

This amendment shall apply to the terms and conditions under which Goods are normally supplied by Computacenter to DWP. In the case of conflict the terms and conditions contained herein shall take precedence.

1. The Buyer shall ensure that the PO contains:

1.1. A request for Computacenter to invoice for the Goods detailed therein to receive and hold the same on behalf of the Buyer for a period which shall not in any event exceed six months.

1.2. An agreed delivery schedule in respect of Goods to be supplied.

2. Computacenter shall upon acceptance of the PO and receipt of a duly signed copy of this Agreement:

2.1. Raise an invoice when the Goods are received into Computacenter and transferred to be labelled as Buyer Goods. This invoice shall be payable in accordance with the standard payment terms agreed between Computacenter and the Buyer and is payable even though the Goods are physically held by Computacenter. Services ordered may be invoiced at point of shipment for delivery.

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- 2.2. Insure the Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of six (6) months from receipt of Goods. If the Goods are held by Computacenter for a period longer than six (6) months, Computacenter reserve the right to charge the Buyer additional storage fees in accordance with Clause 4.
- 2.3. Notwithstanding Computacenter's obligations under Clause 2.2 above, risk in the Goods shall pass to the Buyer upon commencement of the storage period.
3. Title in the Goods shall pass upon payment to Computacenter in full.
4. The Price agreed shall include insurance as detailed at Clause 2.2 for a maximum period of six (6) months from receipt of the Goods by Computacenter after which time, unless otherwise agreed, Computacenter shall be under no obligation to hold or insure the Goods and may invoice the Buyer additional storage fees to cover any and all of our costs of storage or insurance for the Goods held longer than six (6) months.
5. Once accepted by Computacenter, the PO may not be cancelled and the Price agreed shall not be subject to change.
6. Computacenter reserves the right to invoice in accordance with Clause 2.1 above for any services required in respect of the Goods (including but not limited to configuration and loading of software) and to perform said services at any time prior to delivery.

Please sign and return the below Buy & Store Agreement acceptance form, together with a copy of this letter and your PO.

Yours sincerely

### **REDACTED NAME**

On behalf of Computacenter (UK) Limited

### **ACCEPTANCE OF TERMS AND CONDITIONS**

Signed on behalf of: DWP

Signature: **REDACTED NAME**

By signing above I confirm I am authorised to sign this Buy & Store Agreement on behalf of DWP and to commit DWP to all terms contained within.

Date: 22/11/2021

Full Name: **REDCATED NAME**

Position: ASSOCIATE COMMERCIAL SPECIALIST

## Schedule 2

### Annex B

#### Palo Alto Support and Maintenance Terms



palo-alto-networks-e  
nd-user-license-agreeo



palo-alto-networks-gl  
bal-customer-suppo

### Annex C

#### Palo Alto 5450 Product Data Sheet



PA\_5450\_Series Data  
sheet.pdf