

Framework Schedule 6 (Order Form Template and Call-Off Schedules) – DRAFT CONTRACT SUBJECT TO GOVERNANCE

Order Form

CALL-OFF REFERENCE:	Next Generation Firewall Hardware Orchestration Platform with On-premise Threat Analysis Capability
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	2 St Peter's Square, Manchester, M2 3AA
THE SUPPLIER:	Computacenter (UK) Ltd
SUPPLIER ADDRESS:	Hatfield Business Park, Hatfield Ave, Hatfield, Hertfordshire, AL10 9TW
REGISTRATION NUMBER:	01584718
DUNS NUMBER:	22-602-3463

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature below.

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

CALL-OFF LOT(S):

- Lot 2 Hardware & 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. Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services, Annex B is attached at Appendix A to this Order Form).
2. The Buy & Store Agreement set out at Appendix B of this Order Form ("the Buy & Store Agreement").
3. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
4. Joint Schedule 1(Definitions and Interpretation) RM6068

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5. Joint Schedule 4 Commercially Sensitive Information
6. CCS Core Terms (version 3.0.8)
7. Joint Schedule 2 (Variation Form).
8. 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.

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.

CALL-OFF START DATE:	17/03/2021
CALL-OFF EXPIRY DATE:	16/03/2024
CALL-OFF INITIAL PERIOD:	Three Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Two Years

CALL-OFF DELIVERABLES:

See details in the attached Tender Response Document and the quote embedded in the Call-Off Charges section below, which shall also be deemed the Call-Off Specification.

LOCATION FOR DELIVERY

DWP Agreed location(s): Supplier's Warehouse in Hatfield.

DATES FOR DELIVERY OF THE DELIVERABLES

No later than 31/03/2021. Supplier shall use reasonable endeavours to ensure the goods are delivered on time (31/3/2021) , however if they are not, the Buyer shall not be entitled to terminate this contract for material breach.

TESTING OF DELIVERABLES:

N/A

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. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,335,741.84 including irrecoverable VAT. Note: this will increase should the Buyer place an order for the further quantities.

Committed Call-Off Charges

£1,335,741.84 including irrecoverable VAT.

Uncommitted Call-Off Value

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£1,935,741.84 (inc Irrecoverable VAT)

EMBED QUOTE

REDACTED

REDACTED

The Supplier shall submit invoices directly to the billing address as per the Buyer's order.

The Supplier shall invoice the Buyer for Goods upon receipt into Supplier's warehouse in accordance with the Buy & Store Agreement.

The Supplier shall invoice the Services as per Supplier's quotation embedded above. 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:

The Supplier shall submit invoices directly to the billing address as per the Buyer's order and Buyers authorised representatives email addresses below. The Supplier shall invoice the Buyer for Goods upon receipt into Supplier's warehouse in accordance with the Buy & Store Agreement.

Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVE:

REDACTED

REDACTED

REDACTED

REDACTED

BUYER'S ENVIRONMENTAL POLICY:

N/A

BUYER'S SECURITY POLICY:

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE:

REDACTED

REDACTED

Computacenter (UK) Ltd
Hatfield Business Park
Hatfield Avenue, Hatfield,
Hertfordshire, AL10 9TW

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

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SUPPLIER'S CONTRACT MANAGER

REDACTED Framework Sales Director government@computacenter.com Hatfield Avenue,
HATFIELD AL10 9TW

PROGRESS REPORT FREQUENCY

Where agreed applicable between the Buyer and Supplier.

PROGRESS MEETING FREQUENCY

n/a

KEY STAFF

Not applicable for standard supply transactions

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

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:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Senior Legal Advisor	Role:	Category Manager	
11 March 2021 14:10 GMT	Date:	11 March 2021 14:11 GMT	

Appendix A

Annex B

Hardware Support and Maintenance Terms

REDACTED

Checkpoint standard Hardware Support and Maintenance Terms shall apply unless the Buyer has agreed specific terms with Checkpoint, in which case those terms shall apply.

Appendix B

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 17/03/2021 to 16/03/2024 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").

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

Yours sincerely

REDACTED

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ACCEPTANCE OF TERMS AND CONDITIONS

Signed on behalf of: DWP

Signature: **REDACTED**

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:

11 March 2021 | 14:11 GMT

Full Name: **REDACTED**

Position: CATEGORY MANAGER