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

Order Form

CALL-OFF REFERENCE: 701883450

THE BUYER: Land Warfare Centre, Ministry of Defence on behalf of

the Secretary of State for Defence

BUYER ADDRESS REDACTED

THE SUPPLIER: Akhter Computers

SUPPLIER ADDRESS: REDACTED REGISTRATION NUMBER: 02253061 DUNS NUMBER: 399470210

SID4GOV ID: TBC

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09 Feb 22.

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 4 Information Assured Products & 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)
 - o Joint Schedule 4 (Commercially Sensitive Information)

Framework Schedule 6

- Joint Schedule 6 (Key Subcontractors)
- NOT USED
- NOT USED
- NOT USED
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 6 (Key Subcontractors)
- NOT USED
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for 701883450
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 11 (Installation Works)
 - NOT USED
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - NOT USED
 - NOT USED
 - NOT USED
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - NOT USED
 - o Call-Off Schedule 20 (Call-Off Specification)

- NOT USED
- NOT USED
- NOT USED
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
- 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: Not Applicable

CALL-OFF START DATE: 14 Feb 22 CALL-OFF EXPIRY DATE: 13 Feb 25

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD: N/A

CALL-OFF DELIVERABLES

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

The Authority may request additional deliverables over the course of the contract in accordance with Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 5 (Pricing Details) to other Authority locations to replicate the requirements. The Authority does not guarantee any minimum number of further orders and will request products and/or services on as required basis if required.

LOCATION FOR DELIVERY

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

DATES FOR DELIVERY OF THE DELIVERABLES

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

TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 3 – 5 years

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 REDACTED

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment, the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool via the current supported CP&F gateway.

Where the Contractor submits an invoice to the Authority in accordance with the above, the Authority will consider and verify that invoice in a timely fashion.

The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

Where the Authority fails to comply with the above and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of the above after a reasonable time has passed.

The approval for payment of a valid and undisputed claim for payment by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

Payment will be made monthly in arrears following receipt of goods and/or services in accordance with the above conditions and Call Off Schedule 5 (Pricing Details)

Each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

As per JSP 418 (available online)

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

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)

REDACTED	
For and on behalf of Buyer:	

REDACTED

For and on behalf of the Supplier: