

**FURTHER COMPETITION**

**FOR**

**ENTERPRISE LICENCE AGREEMENT FOR BMC PRODUCTS AND SERVICES**

**DDSFTW009**

**CONTRACT**

**UNDER FRAMEWORK RM6068 TECHNOLOGY PRODUCTS AND ASSOCIATED SERVICES**

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**Order Form Template and**

**Call-Off Schedules**

**Order Form**

|  |  |
| --- | --- |
| **CALL-OFF REFERENCE:**  | DDSFTW009 |
| **THE BUYER:**  | **Ministry of Defence – Defence Digital**  |
| **BUYER ADDRESS**  | **Defence Digital****Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR** |
| **THE SUPPLIER:**  | **Atos IT Services UK Limited** |
| **SUPPLIER ADDRESS:**  | **Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA** |
| **REGISTRATION NUMBER:**  | **01245534** |
| **DUNS NUMBER:**  | **22-950-0657** |
| **SID4GOV ID:**  | N/A  |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 05th March 2021.

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 3: Software and 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-DDSFTW009
3. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6068-DDSFTW009
		- Joint Schedule 2 (Variation Form)
		- Joint Schedule 3 (Insurance Requirements)
		- Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 6 (Key Subcontractors)
		- Joint Schedule 10 (Rectification Plan)

* + Call-Off Schedules for RM6068-DDSFTW009
		- Call-Off Schedule 5 (Pricing Details)
		- Call-Off Schedule 10 (Exit Management)
		- Call-Off Schedule 14 (Service Levels)
		- Call-Off Schedule 15 (Call-Off Contract Management)
		- Call-Off Schedule 16 (Benchmarking)
		- Call-Off Schedule 17 (MOD Terms)
			* DEFCON 5J 18/11/16 - Unique Identifiers
			* DEFCON 68 02/19 - Supply Of Data For Hazardous Articles, Material and Substances
			* DEFCON 76 12/06 - Contractors Personnel At Government Establishments
			* DEFCON 90 11/06 - Copyright
			* DEFCON 129J 18/11/16 - The Use Of Electronic Business Delivery Form
			* DEFCON 516 04/12 - Equality
			* DEFCON 520 05/18 Corrupt Gifts And Payments Of Commission
			* DEFCON 522 11/17 Payment And Recovery OF Sums Due
			* DEFCON 531 11/14 Disclosure Of Information
			* DEFCON 532B & DEFFORM 532 05/18 Protection Of Personal Data
			* DEFCON 658 10/17 Cyber
			* DEFCON 659A 02/17 Security Measures
			* DEFCON 660 12/15 Official Sensitive Security Requirements
			* DEFCON 694 07/18 Accounting For Property Of The Authority
		- Call-Off Schedule 20 (Call-Off Specification) (alternatively referred to as “Annex B – Specification”)
1. CCS Core Terms (version 3.0.4)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068-DDSFTW009
3. Call-Off Schedule 4 (Call-Off Tender) RM6068-DDSFTW009 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.

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:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. The Buyer waives its rights at 4.8 of the Core Terms relating to most favoured commercial terms.
2. The Buyer waives its rights at 10.3.2 of the Core terms relating to its termination for convenience right.
3. The Buyer agrees that the Supplier will have 30 days to cure any material default before the Buyer is entitled to exercise its right to terminate at 10.4.1 of the Core Terms, bullet point four.
 |   |   |   |   |
| **CALL-OFF START DATE**: 31/03/2021  |   |   |  |  |
| **CALL-OFF EXPIRY DATE**: 30/03/2024  |   |  |  |  |
| **CALL-OFF INITIAL PERIOD**: 3 Year Term |   |   |  |  |

**CALL-OFF DELIVERABLES**

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

**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£2,576,219.19. Due to 150% of the Estimated Yearly Charges is less than £5 million, the total aggregate liability in each Contract Year under each will be £5 million.

**CALL-OFF CHARGES**

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

**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.

**BUYER’S INVOICE ADDRESS**:

Andy Grubb

OSM Service Support Dep Head

Andy.Grubb272@mod.gov.uk

Defence Digital Operational Service Management (OSM), Spur A3, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

**BUYER’S AUTHORISED REPRESENTATIVE**

John Wilmott

Commercial Lead

John.Wilmott102@mod.gov.uk

Defence Digital – Dynamic Software Enterprise Team (DSET), Spur B2, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

**BUYER’S ENVIRONMENTAL POLICY**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will incorporate sustainable procurement in line with the current 'MOD Sustainable Procurement Policy’. A copy can be provided upon request.

**BUYER’S SECURITY POLICY**

Call-Off Schedule 17 (MOD Terms)

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Tom Hall

Client Executive

tom.hall@atos.net

Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

**SUPPLIER’S CONTRACT MANAGER**

Jas Sehmbi

Commercial Manager

jasdip.sehmbi@atos.net

Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

**PROGRESS/ CONTRACTUAL REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS/ CONTRACT REVIEW MEETING FREQUENCY**

On the first Working Week of each calendar month

**KEY STAFF**

Tom Hall, Client Executive, tom.hall@atos.net, Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

Ian Marshall, Delivery Executive, Ian.2.marshall@atos.net, Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

Brian Harrison, Service Delivery Manager, brian.harrison@atos.net, Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

Becky Lovell, Licence Manager, Rebecca.lovell@atos.net, Second Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA

**KEY SUBCONTRACTOR(S)**

BMC Software Distribution B.V.

KTSL Limited registered no. 03926836

Fusion Business Solutions (UK) Limited registered no. 03508523

**COMMERCIALLY SENSITIVE INFORMATION**

 See details in Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

Not applicable.

**ADDITIONAL INSURANCES**

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

**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:**  | **For and on behalf of the Buyer:**  |
| Signature:  |   | Signature:  |   |
| Name:  |   | Name:  |   |
| Role:  |   | Role:  |   |
| Date:  |   | Date:  |   |