

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

Order Form

CALL-OFF REFERENCE: 700508374

THE BUYER: Mr Tsz Liu

BUYER ADDRESS HMNB Portsmouth, PO1 3LU

THE SUPPLIER: SoftwareONE UK Ltd

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: NA

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 June 2020. 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 & 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)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 700501377
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
- 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.

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

None

CALL-OFF START DATE: **01/06/20**

CALL-OFF EXPIRY DATE: **31/05/22**

CALL-OFF INITIAL PERIOD: **NA**

CALL-OFF OPTIONAL EXTENSION PERIOD **NA**

CALL-OFF DELIVERABLES

See details in Schedule 20

LOCATION FOR DELIVERY

See details in Schedule 20

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Schedule 20

TESTING OF DELIVERABLES

See details in Schedule 20

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

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
See details in Schedule 5

CALL-OFF CHARGES

See details in Schedule 5

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

See details in Schedule 20

BUYER'S INVOICE ADDRESS:

Invoice to be submitted via Exostar

BUYER'S AUTHORISED REPRESENTATIVE

Mr Tsz Liu

Commercial Officer

tsz.liu100@mod.gov.uk

HMNB Portsmouth, PO1 3LU

BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

As per MOD terms Schedule 17

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

See details in Schedule 20

PROGRESS MEETING FREQUENCY

See details in Schedule 20

KEY STAFF

Contract Managers

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

NA

SERVICE CREDITS

NA

ADDITIONAL INSURANCES

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

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

Call-Off Schedule 5 (Pricing Details)

Item Number	Specification	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT	
				Per Item	Total inc. packaging (and delivery)
1	Provision of Support Training and Upgrade to Acoustic Range Prediction Software (WADER)	1 June 2020 to 31 May 2022	1		
				Total Firm Price	£755,268.02 Ex VAT

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. PURPOSE

1.1 The Authority (Navy Command) is inviting bids for OAD WADER License and Support in the form of an annual upgrade plan (AUP).

2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Authority protects the security, independence and interests of our country at home and abroad. It works with the UK's allies and partners whenever possible. Its aim is to ensure that the armed forces have the training, equipment and support necessary for their work, and that the Authority keeps within budget.

2.2 Responsibilities

2.2.1 The Authority has a number of military tasks, including:

- **Defending the UK and its overseas territories.**
- **Providing strategic intelligence.**
- **Providing nuclear deterrence.**
- **Supporting civil emergency organisations in times of crisis.**
- **Defending our interests by projecting power strategically and through expeditionary interventions.**
- **Providing a defence contribution to UK influence.**
- **Providing security for stabilisation.**

3. Background to requirement/OVERVIEW of requirement

- 3.1 Navy Command requires Specific RN Platforms (ships, aircraft and submarines) operating underwater acoustic sensors, and shore establishments in support of these platforms to model Under Water (UW) sensor performance in order to have sufficient acoustic situational awareness. This awareness must extend to own and threat system performance and support operational, tactical and safety of navigation planning. The current solution for this requirement is COTS software called WADER, developed by OAD.

4. definitions

Expression or Acronym	Definition
The Authority	means The Ministry of Defence (Navy Command), who will be referred to as The Authority.
JOMOC	Joint Operational Meteorology and Oceanography Centre
Tac HM	Tactical Hydrography and Meteorology (inc Oceanography)
RNSMS	Royal Navy Submarine School
MWS HM	Maritime Warfare School Hydrography and Meteorology (including Oceanography)

5. scope of requirement

- 5.1 The Authority requires WADER licencing for a period of two years from 1st Apr 2020.

6. key milestones and Deliverables

- 6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Provision of license and support	Within 10 days of Contract Award

7. MANAGEMENT INFORMATION/reporting

- 7.1 The Authority shall provide the supplier with a point of contact throughout the lifecycle of the contract.

7.2 Reporting – N/A

8. volumes

8.1 See section 5 scope of requirement.

9. Sustainability

9.1 N/A

10. quality

10.1 The Technology Products 2 Framework places a mandatory, minimum 10% quality weighting on all procurements. The supplier will be expected to demonstrate they meet and fully understand the requirement and the time frame in which the requirement is needed.

11. PRICE

The total budget for WADER renewal (over 2 years) as outlined above is £778 (ex VAT).

12. STAFF AND CUSTOMER SERVICE

12.1 As detailed in section 6, The Requirement.

13. service levels and performance

13.1 The Authority will measure the quality of the Supplier's delivery against the following:

KPI/SLA	Service Area	KPI/SLA description	Target
1	License and Support	Provision of license and support in full	Within 10 days of Contract Award

13.2 Where a Supplier fails these KPIs the Authority will, in the first instance, seek a mutually agreeable resolution with the Supplier in line with the terms and conditions of the Framework. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Bidder identified during the procurement event.

14. Security and CONFIDENTIALITY requirements

14.1 Bidders are required to complete a Supplier Assurance Questionnaire (SAQ) to demonstrate compliance to MOD Cyber security procedures.

14.2 To register and to complete a Supplier Assurance Questionnaire, Bidders should follow this link: <https://supplier-cyber-protection.service.gov.uk>.

15. payment AND INVOICING

15.1 Payment will be made via the Contracting Authority's CP&F electronic system.

15.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

15.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

15.4 Invoices should be submitted via the CP&F electronic system.

15.5 The Supplier shall invoice for the equipment and licences when they have been delivered and accepted by the Contracting Authority.

16. CONTRACT MANAGEMENT

16.1 See sections 5 and 8.

16.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

17. Location

17.1 The location of the Services will be carried out at Navy Command Headquarters, Leach Building, HMS EXCELLENT, Portsmouth, PO2 8BY.

