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

**Order Form**

CALL-OFF REFERENCE: CCTS21A34 - **provision of TLLS Initial and Provisioning Spares**

THE BUYER: Defence Digital

BUYER ADDRESS Ministry of Defence

 REDACTED

THE SUPPLIER: Centerprise International Ltd

SUPPLIER ADDRESS:REDACTED

REGISTRATION NUMBER: 01738519

DUNS NUMBER: 289724130

SID4GOV ID:TBC at award

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **1st December 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**

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)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 5 (Corporate and Social Responsibility)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data) N/A
	+ Joint Schedule 12 (Supply Chain Visibility)

* + Call-Off Schedules for **RM6068**
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 17 (MOD Terms)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ CCS Core Terms (version 3.0.6)

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**

Not used

CALL-OFF START DATE: 3rd December 2021

CALL-OFF EXPIRY DATE: 2nd December 2022

CALL-OFF INITIAL PERIOD: 12 weeks. NB The contract will operate for an initial period of 12 weeks, or until delivery of all goods to the Authority and the date of the Authority’s acceptance of them, whichever is sooner. Please note this is a 12 month contract.

CALL-OFF OPTIONAL EXTENSION None

PERIOD

**CALL-OFF DELIVERABLES**

The provision of TLLS Initial and Provisioning Spares. The Goods are described in detail within Attachment 3, Statement of Requirements. The requirement is to be delivered within Twelve (12) weeks of Contract Award.

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Call off agreement signed | Within two (2) days of Contract Award. |
| 2 | Delivery of TLLS Initial and provisioning spares | Within twelve (12) weeks of Contract Award. |

**LOCATION FOR DELIVERY**

REDACTED

**DATES FOR DELIVERY OF THE DELIVERABLES**

The requirement is to be delivered within twelve (12) working weeks of contract award.

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

Manufacturer’s standard warranty applies

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. Each parties total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,614,659.65 including all expenses but excluding VAT.**

**CALL-OFF CHARGES**

The Call-Off charges for this contract is  **£1,614,659.65 including all expenses but excluding VAT. See Call-Off Schedule 5 (Pricing Details) for an elemental breakdown of how the Call-Off Charges are comprised)**.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment will be made via MoD’s internal requisition to pay process (CP&F).

1.2 Payment can only be made following delivery and acceptance of pre-agreed deliverables.

1.3    Before payment can be considered, each invoice must include a detailed breakdown of associated costs.

1.4    Invoices shall be submitted electronically through Exostar.

1.5    Payment will be made within thirty (30) days following receipt of invoice.

1.6    It should be noted that payment will only be sanctioned in accordance with the Schedule of Requirements once the deliverables have been accepted by an Authorised MoD Representative.

**BUYER’S INVOICE ADDRESS**

REDACTED

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED

**BUYER’S ENVIRONMENTAL POLICY**

The Supplier shall abide by the Policy Statement by the Secretary of State for Defence for Health, Safety and Environmental Protection in Defence as detailed below:

[Health, Safety and Environmental Protection in Defence – Policy Statement by the Secretary of State for Defence] [v0.4] [15th April 2020] [available online at: <https://www.gov.uk/government/publications/secretary-of-states-policy-statement-on-safety-health-environmental-protection-and-sustainable-development>

**BUYER’S SECURITY POLICY**

A Cyber Risk Assessment has been carried out against this requirement and the Cyber Risk Profile is **‘Low’**. The reference numbers are: **RAR-604874938**. It should be noted that due to the Cyber Risk Rating Level of ‘Low’ attached to this requirement, suppliers are recommended to hold Cyber Essentials Plus accreditation or equivalent. Supplier assurance questionnaires will need to be completed and submitted to ISSDes-DCPP@mod.gov.uk and a copy is to be submitted as part of the tender submission. This is a mandatory requirement; non-submission will result in your tender not being taken forward for further evaluation.

Until the 4th June 2021, Risk Assessment’s and Supplier Assurance Questionnaires were completed on the MOD Supplier Cyber Protection Service (SCPS) tool. However, with effect from the 4th June 2021 the SCPS tool has been replaced with an interim process while a new tool is developed by Defence Digital. It is currently anticipated that that this interim process and service will last three months while the Supplier Protection Service is transitioned to a new tool. Further information on these interim measures can be found in the letter included as part of this Invitation to Tender Bid Pack. As part of your bid submission, please confirm your consent and acceptance of these measures by signing and dating the letter as requested.

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

REDACTED

**SUPPLIER’S CONTRACT MANAGER**

REDACTED

**PROGRESS REPORT FREQUENCY**

N/A

**PROGRESS MEETING FREQUENCY**

N/A

**KEY STAFF**

REDACTED

**KEY SUBCONTRACTOR(S)**

TBC if applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As per Call-Off Schedule 5 (Pricing Details)

**SERVICE CREDITS**

Not Applicable

**ADDITIONAL INSURANCES**

As per joint Schedule 3

**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 |
| Role: | REDACTED | Role: | REDACTED |
| Date: | 2nd December 2021 | Date: | 07/12/2021 |