



**Navy Command**

**Information Warfare Division  
3rd Floor Leach Building ( MP 3-4 )  
Whale Island  
PORTSMOUTH  
PO2 8BY**

Ref : RM1557/NCHQ-IW/Arke-CBAA-WP4a

**CALL-OFF ORDER MADE AGAINST CROWN COMMERCIAL SERVICES G-CLOUD 9 FRAMEWORK - RM1557ix CALL-OFF TERMS AND CONDITIONS**

**G-CLOUD 9 SERVICES CALL-OFF ORDER – ARKE LTD – COST ANALYSIS**

<b>Date:</b>	22 January 2018
<b>Digital Marketplace ID:</b>	5920 1066 9633 781
<b>Call-Off Contract Number:</b>	<i>FLEET/00689</i>
<b>Call-Off Contract Title:</b>	Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) – <b>Work Package 4a Option F</b>
<b>Call-Off Contract Description:</b>	Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) – <b>Work Package 4a Option F</b>
<b>Start Date:</b>	05 February 2018
<b>Expiry Date:</b>	31 March 2018
<b>Call-Off Contract Value:</b>	£11,775.29 (excluding VAT)
<b>Charging Method:</b>	Payment via CP&F
<b>Purchase Order Number:</b>	<i>TBC</i>

**FROM:**

Buyer	Navy Command
Buyer's Address	Navy Command IW Division, Leach Building, Whale Island, PORTSMOUTH PO2 8BY
Invoice Address	Navy Command IW Division, MP3-4, Leach Building, Whale Island, PORTSMOUTH PO2 8BY

**TO:**

Supplier	Arke Ltd
Supplier's Address	The Coach House, Heywood House, Park Lane, Heywood, Westbury, Wiltshire, BA13 4NA

<b>CALL OF CONTRACT TERM:</b>
<b>Commencement Date</b>
This Call-Off Contract starts on: 05/02/2018 and is valid for 2 months.
<b>Expiry Date</b>
This Call-Off Contract shall expire on: 31/03/2018
<b>Ending (Termination)</b>

The notice period needed for ending the Call-Off Contract is at least ninety (90) working days from the date of written notice for disputed sums or at least thirty (30) days from the date of written notice for Ending without cause.

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud Lot:</b>	This Call-Off Contract is for the provision of Services under:  <b>Lot 3 - Cloud Support</b>
<b>G-Cloud Services Required:</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:  <b>Lot 3 – Cloud Support:</b>  As detailed in the Arke Ltd proposal dated 22nd January 2018 reference PARke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.
<b>Location:</b>	The Services will be delivered to locations as detailed in the Arke Ltd proposal dated 22nd January 2018 reference PARke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.
<b>Quality Standards:</b>	The quality standards required for this Call-Off Contract are as detailed in the Government Digital Service (GDS) Technology Code of Practice, which is available at: <a href="https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice">https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</a>
<b>Technical Standards:</b>	The technical standards required for this Call-Off Contract are as detailed in the Arke Ltd proposal dated 22nd January 2018 reference PARke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.
<b>Onboarding:</b>	Not applicable.
<b>Offboarding:</b>	Not applicable.
<b>Limit on Parties' Liability:</b>	The annual total liability of either Party for all Property defaults will not exceed £1 million.  The annual total liability for Buyer Data defaults will not exceed fifty percent (50%) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).  The annual total liability for all other defaults will not exceed the greater of £100,000 or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

<b>Insurance:</b>	The insurance required will be: <ul style="list-style-type: none"> <li>• A minimum insurance period of six (6) years following the expiration or Ending of this Call-Off Contract</li> <li>• Professional indemnity insurance to be held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• Employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or any higher minimum required by Law.</li> </ul>
<b>Buyer's Responsibilities:</b>	As detailed in the Arke Ltd proposal dated 22nd January 2018 reference PArke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.
<b>Buyer's Equipment:</b>	None.

<b>Call-Off Contract Charges and Payment:</b>	
<b>Payment Method:</b>	The payment method for this Call-Off Contract is CP&F.
<b>Payment Profile:</b>	Payment as detailed in the Arke Ltd proposal dated 22nd January 2018 reference PArke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.
<b>Invoice Details:</b>	The Supplier shall issue electronic invoices in accordance with the Arke Ltd proposal dated 22nd January 2018 reference PArke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
<b>Invoice Information Required:</b>	All invoices must include the Call-Off Contract Number.
<b>Call-Off Contract Value:</b>	£11,775.29 (excluding VAT)
<b>Call-Off Contract Charges:</b>	As detailed in the Arke Ltd proposal dated 22nd January 2018 reference PArke541.01.AO for Commercial Satellite Communications Services (CSCS) Cost Benefit and Achievability Analysis (CBAA) Work Package 4a (WP4a) Option F.

## 1. FORMATION OF CONTRACT:

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form

will supersede those of the Supplier Terms and Conditions.

**2. BACKGROUND TO THE AGREEMENT**

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.

(B) The Buyer provided an Order Form for Services to the Supplier.

**SIGNED:**

	<b>SUPPLIER:</b>
Name	
Title	
Signature	
Date	

**SIGNED:**

	<b>BUYER:</b>
Name	
Title	
Signature	
Date	