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

**DIRECT AWARD Order Form**

CALL-OFF REFERENCE: **RM6116 711948450 – Provision of Enhanced DEAN Security Wrapper**

THE BUYER: **Air Commercial**

BUYER ADDRESS Nimrod Building, RAF High Wycombe,

Naphill, Bucks, HP14 4UE

SUPPLIER REFERENCE **RM6116-Lot02a-CENT-SEC-1**

THE SUPPLIER: Centiant Intl Ltd

SUPPLIER ADDRESS:Unit 8 Hartwell Business Park, Hawthorn Close, Hartwell, Northamptonshire, NN7 2FA

REGISTRATION NUMBER:08358841

DUNS NUMBER: 21-919-7278

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/06/2024].

It’s issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):

**[Lot 2a**]

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) RM6116
3. Framework Special Terms
4. Call-off schedule 17 (MOD Terms)
5. The following Schedules in equal order of precedence:

* Joint Schedules for RM6116
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 5 (Corporate Social Responsibility)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for RM6116
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 ( Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 11 (Installation Works)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 17 MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 24 (Supplier Furnished Terms)
  + Call-Off Schedule 25 (Supplier-Operational Terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6116

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:

None

CALL-OFF START DATE: **[01/07/2024**]

CALL-OFF EXPIRY DATE: **[31/10/2025**]

CALL-OFF INITIAL PERIOD: **[16 Months**]

CALL-OFF OPTIONAL EXTENSION PERIOD [44 months]

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 90 days minimum period of notice

CATALOGUE SERVICE OFFER REFERENCE RM6116-Lot02a-CENT-SEC-1

CALL-OFF DELIVERABLES VIA DIRECT AWARD

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

£199,259 Ex VAT

CALL-OFF CHARGES

Total Contract Value: **£256,278 Ex VAT Firm Price**

Charges for the Deliverables are outlined in Call-Off Schedule 5 Pricing Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Code** | **Description** | **Unit Price** | **Qty** | **Total** |
| INT-EST-Y1 | Establish service including network ports added to the firewalls and the procurement on Nessus and ping castle licensing. |  | 1 |  |
| License-Year 2 | Renewal of license for year 2 |  | 1 |  |
| IMP-SER | Implementation of the service including installing equipment and carrying out initial scans and assessment |  | 1 |  |
| Sub Total One off licence and implementation charges | | | |  |
| Run-Nessus | Provision of Nessus Network management service. Running scans on a regular basis |  | 16 |  |
| Run-SEC | Provision of a security reporting service |  | 16 |  |
| Sub Total Monthly Support charges | | | |  |
| **Grand total** | | | | **£256,278** |

All prices exclude VAT

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment for Contractor Deliverables will be made by electronic transfer via the MoD

Purchasing and Finance (CP&F) electronic procurement tool

BUYER’S INVOICE ADDRESS:

SO1 CIS DCTT

Gary.watkins607@mod.gov.uk

Defence College of Technical Training, Building 380, MOD Lyneham, Lyneham.

Chippenham, SN15 4XX

BUYER’S AUTHORISED REPRESENTATIVE

Senior Commercial Officer

Nimrod Building, Naphill, RAF High Wycombe, Bucks, HP14 4UE

BUYER’S ENVIRONMENTAL POLICY

Procurement Policy Note –Taking Account of Social Value in the Award of Central Government Contracts, (September 2020), available at:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/921437/PPN-06_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf>

BUYER’S SECURITY POLICY

Call-Off Schedule 9 Security Part B Long Term Form security requirements apply.

DCPP Cyber Risk Profile

Contract name: IMAGE - DEAN

Risk Assessment Ref: RAR- 674479851

Cyber Risk Profile: N/A

As the Cyber Risk Profile is Not Applicable no further DCPP action is required

SUPPLIER’S AUTHORISED REPRESENTATIVE

Head of Commercial and Service Management

Unit 8 Hartwell Business Park, Hartwell, NN7 2FA

SUPPLIER’S CONTRACT MANAGER

Head of Commercial and Service Management

Unit 8 Hartwell Business Park, Hartwell, NN7 2FA

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

Not Applicable

KEY SUBCONTRACTOR(S)

**Not Applicable**

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits will accrue in accordance Call off schedule 14 (Service Levels)

IMPLENTAION Plan

As per RM6116-Lot2a-Cent -SEC-1Outline Implementation Plan

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award

procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award

procedure.

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award

procedure.

SOCIAL VALUE COMMITMENT

Not applicable

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