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

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | 702312450 (DInfoCom/0204) |
| THE BUYER: | D Info Commercial |
| BUYER ADDRESS: | Blenheim Building,  Army Headquarters,  Monxton Road,  Andover,  Hampshire  SP11 8HJ |
|  | |
| THE SUPPLIER: | Akhter Computers Limited |
| SUPPLIER ADDRESS: | Akhter House  Perry Road  Harlow  CM18 7PN |
|  |  |
| REGISTRATION NUMBER: | 01435835 |
| DUNS NUMBER: | 226384881 |
| SID4GOV ID: | GB532262963 |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 2 February 2022.

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 4: Information Assured Products 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.**
3. The following Schedules in equal order of precedence:
   1. **Joint Schedules for RM6068**

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) **– N/A**

Joint Schedule 7 (Financial Difficulties) **– N/A**

Joint Schedule 8 (Guarantee) **– N/A**

Joint Schedule 9 (Minimum Standards of Reliability) **– N/A**

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility) **– N/A**

* 1. **Call-Off Schedules for 702312450 (DInfoCom/0204)**

Call-Off Schedule 1 (Transparency Reports) **– N/A**

Call-Off Schedule 2 (Staff Transfer) **– N/A**

Call-Off Schedule 3 (Continuous Improvement) **– N/A**

Call-Off Schedule 4 (Call Off Tender)

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 6 (ICT Services)

Call-Off Schedule 7 (Key Supplier Staff) **– N/A**

Call-Off Schedule 8 (Business Continuity & Disaster Recovery)

Call-Off Schedule 9 (Security) Part B – Long Form

Call-Off Schedule 10 (Exit Management) Part B – Short Form

Call-Off Schedule 11 (Installation Works)

Call-Off Schedule 12 (Clustering) **– N/A**

Call-Off Schedule 13 (Implementation Plan and Testing) **– N/A**

Call-Off Schedule 14 (Service Levels) **– N/A**

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 16 (Benchmarking) **– N/A**

Call-Off Schedule 17 (MOD Terms)

Call-Off Schedule 18 (Background Checks)

Call-Off Schedule 19 (Scottish Law) **– N/A**

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Schedule 21 (Northern Ireland Law) **– N/A**

Call-Off Schedule 22 (Lease Terms) **– N/A**

Call-Off Schedule 23 (Optional Provisions) Part A – Secret Matters

1. **CCS Core Terms (version 3.0.6).**

No 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. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS
   1. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved

|  |  |
| --- | --- |
| **CALL-OFF START DATE:** | As soon as possible if not before 18 Feb 2022 |
| **CALL-OFF EXPIRY DATE:** | 31 Nov 2022 |
| **CALL-OFF INITIAL PERIOD:** | 9-months |
| **CALL-OFF EXTENSION PERIOD (OPTIONAL):** | 31 March 2023 – currently unfunded |

**CALL-OFF DELIVERABLES**

Option A: See details in Annex A: Statement of Requirement

~~Option B: See details in Call-Off Schedule 20 (Order Specification).~~

**LOCATION FOR DELIVERY**

Option A: See details in Annex A: Statement of Requirement

~~Option B: See details in Call-Off Schedule 20 (Order Specification).~~

**DATES FOR DELIVERY OF THE DELIVERABLES**

Option A: See details in Annex A: Statement of Requirement

~~Option B: See details in Call-Off Schedule 20 (Order Specification).~~

**TESTING OF DELIVERABLES**

Option A: None.

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall a Minimum is 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 £700,000 ex VAT.

**CALL-OFF CHARGES**

Option A: See details in Annex C: Pricing Schedule

~~Option B: See details in Call-Off Schedule 5 (Pricing Details)~~

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

**REIMBURSABLE EXPENSES**

Fair and reasonable expenses incurred to support to Pj Convergence 22, being hosted in USA (dates to be confirmed), with agreement from the customer. Expenses will be in accordance with MOD Travel & Subsistence Policy (Annex E)

**PAYMENT METHOD**

CP&F.

**BUYER’S INVOICE ADDRESS:**

REDACTED

SO1 ISR PED / SO2 ISR PED

REDACTED

HoC C4ISTAR, Directorate Information, Army Headquarters, IDL 1, Zone 1, Blenheim Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED

Army D Info Commercial

REDACTED

Directorate Information, IDL 1, Blenheim Building, Army Headquarters, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

**BUYER’S ENVIRONMENTAL POLICY – N/A**

**BUYER’S SECURITY POLICY**

JSP 440 – The Defence Manual of Security, Resilience and Business Continuity

JSP 604 – Defence Manual for Information and Communications Technology (ICT)

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

REDACTED

Sales Director

ccsales@akhter.co.uk

1-3 Marshgate Harlow Business Park, Harlow, CM19 5QP

**SUPPLIER’S CONTRACT MANAGER**

REDACTED

Sales Director

ccsales@akhter.co.uk

1-3 Marshgate Harlow Business Park, Harlow, CM19 5QP

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

To be agreed with the customer

**SUPPLIER KEY STAFF**

REDACTED

Sales Director

ccsales@akhter.co.uk

1-3 Marshgate Harlow Business Park, Harlow, CM19 5QP

**KEY SUBCONTRACTOR(S)**

Masters Of Pie

**COMMERCIALLY SENSITIVE INFORMATION**

Pricing

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**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: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: | Contracts Officer | Role: | Army D Info Commercial SO2a |
| Date: | 3-2-2022 | Date: | 9 February 2022 |