



Crown
Commercial
Service

G-CLOUD 8 CALL-OFF CONTRACT

Part A - Order Form

Buyer	Homes and Communities Agency
Service reference	DGC0939
Supplier	TBT
Call-Off Contract ref.	762200740015763-1
Call-Off Contract title	TBT Cloud Project Management – Centura Specialist
G-Cloud Framework No.	G-Cloud 8 – 762200740015763-1
Call-Off Contract description	Delivery of specialist services for the IMS system, including Centura/Gupta, WPF, Oracle / PL-SQL
Start date	22/08/16
End date	31/03/17
Call-Off Contract value	██████████
Charging method	Monthly for Days Worked
Purchase order No.	DGC0939

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. "[this is a term you can alter]".

Project reference: ITCAP007
Buyer reference: ITCAP007

Order date: 05/08/16
Purchase order: DGC0939

From: the Buyer Homes and Communities Agency
Arpley House,
To: the Supplier 110 Birchwood Boulevard,
Birchwood,
Warrington
WA3 7QH

TBT
02034758550
Supplier's address:
2 Jefferies House,
Jefferies Passage
Guildford
GU1 4AP

Company number 5509877

Together: the "Parties"

Principle contact details

For the Buyer: Name & title: [REDACTED] Head of IT
Email: [REDACTED]
Phone: [REDACTED]
For the Name & title: [REDACTED] MD

supplier Email: [REDACTED]
 Phone: [REDACTED]

Call-off contract term

Commencement date: This Call-Off Contract commences on 22/08/16 and is valid for 7, seven months.

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least [30] days from the date of written notice for termination without cause.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot This Call-Off Contract is for the provision of Services under Lot 4 Specialist Cloud Services

G-Cloud 8 services required: The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:
Delivery of specialist services for the IMS system, including Centura/Gupta, WPF, Oracle / PL-SQL

Additional Services: None

Location: The Services will be delivered to Not Applicable

Quality standards: The quality standards required for this Call-Off Contract are to HCA quality standards manual.

Technical standards	The technical standards required for this Call-Off Contract are to HCA technical standards manual.
On-boarding	The on-boarding plan for this Call-Off Contract is the completion of HCA BPSS
Off-boarding	The off-boarding plan for this Call-Off Contract is 30 days notice.
Limit on supplier's liability:	In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data is £1,000,000
Insurance:	<p>In accordance with Call-Off Contract clause 10, the insurance(s) required will be:</p> <p>a minimum insurance period of 6 years following the expiration or earlier termination of this Call-Off Contract</p> <p>professional indemnity insurance cover 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 £1,000,000 for each individual claim or such higher limit as the Buyer may reasonably require (and as required by Law).</p> <p>Employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time.</p>
Buyer's Responsibilities	The Buyer is responsible for providing work packages and software licensing and ensuring access to HCA offices.
Buyer's equipment	The Buyer's equipment to be used in connection with this Call-Off Contract includes HCA approved laptop.

Supplier's information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information: not applicable.

Subcontractors / Partners: The following is a list of the Supplier's Subcontractors/Partners
None.

Call-Off Contract Charges and payment

The Call-Off Contract charges and payment details are below. See Schedule 2 for a full breakdown.

Payment method (GPC or BACS): The method of payment for this Call-Off Contract is BACS

Payment profile: The payment profile for this Call-Off Contract is monthly in arrears.

Invoice details: The Supplier shall issue electronic invoices monthly in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within 10 calendar days of receipt of a valid invoice.

Who and where to send invoices to: Invoices shall be sent to creditors@hca.gsi.gov.uk

Invoice information required – eg PO, project ref, etc. All invoices must include PO-number and supply dates.

Invoice frequency Invoice will be sent to the Buyer monthly.

Call-Off Contract value: The value of this Call-Off Contract is [REDACTED]

Call-Off Contract Charges: not applicable.