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

# **Order Form**

CALL-OFF REFERENCE: AGEMCSU/TRANS/23/1639

THE BUYER: NHS England on behalf of NHS Arden & Greater East

Midlands Commissioning Support Unit

BUYER ADDRESS Cardinal Square, 10 Nottingham Road, Derby DE1 3QT

THE SUPPLIER: Akhter Computers Limited

SUPPLIER ADDRESS: 1-3 Marshgate Business Centre,

Harlow Business Park, Parkway,

Harlow, Essex, CM19 5QP

REGISTRATION NUMBER: 02253061
DUNS NUMBER: 399470210

SID4GOV ID: [Insert if known]

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25/10/2023

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 3 Software & 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
    - o Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for Call-Off reference number
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
  - o Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
- 7 Annexes A to E Call-Off Schedule 6 (ICT Services)

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: 05/11/2023
CALL-OFF EXPIRY DATE: 04/11/2025
CALL-OFF INITIAL PERIOD: 2 Years
CALL-OFF OPTIONAL EXTENSION N/A
PERIOD

#### **CALL-OFF DELIVERABLES**

- 1 x 840051- Server & Application Monitor ALX

  Renewal Dates: 5th November 2023 to 4th November 2025
- 1 x 840032 SolarWinds Network Configuration Manager DLX Renewal Dates: 5th November 2023 to 4th November 2025
- 1 x 840012 Engineer's Toolset for Desktop

  Renewal Dates: 5th November 2023 to 4th November 2025

- 1 x 840037 SolarWinds Network Performance Monitor SLX Renewal Dates: 5th November 2023 to 4th November 2025
- 4 x 840056 SolarWinds Additional Polling EngineRenewal Dates: 5th November 2023 to 4th November 2025
- 1 x
   840056 SolarWinds Additional Polling Engine
   Renewal Dates: 5th November 2023 to 4th November 2025

#### LOCATION FOR DELIVERY

N/A - Licenses

#### DATES FOR DELIVERY OF THE DELIVERABLES

Renewal Dates: 5th November 2023 to 4th November 2025

#### **TESTING OF DELIVERABLES**

N/A

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 24 months. 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 £31,632.47

#### **CALL-OFF CHARGES**

Option A: the Charges for the Deliverables



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

None

#### **PAYMENT METHOD**

Payment terms for this contract will be made monthly. Invoices will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

#### **BUYER'S INVOICE ADDRESS:**

NHS Arden and GEM CSU 0DE PAYABLES M405 PO BOX 312

Leeds

**LS11 1HP** 

Invoices: <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a>

#### **BUYER'S AUTHORISED REPRESENTATIVE**



#### **BUYER'S ENVIRONMENTAL POLICY**

https://www.ardengemcsu.nhs.uk/

#### **BUYER'S SECURITY POLICY**

https://www.ardengemcsu.nhs.uk/

#### SUPPLIER'S AUTHORISED REPRESENTATIVE



# SUPPLIER'S CONTRACT MANAGER



# 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**



# **KEY SUBCONTRACTOR(S)**

Not applicable

### **COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

# **SERVICE CREDITS**

Not applicable

#### **ADDITIONAL INSURANCES**

Not applicable

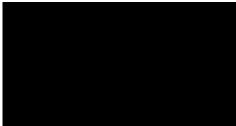
# **GUARANTEE**

Not applicable

# **SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:



Date: 6<sup>th</sup> November 2023

For and on behalf of Buyer:



Date: 08/11/2023