**Framework Schedule 6b Order Form Template Operating Lease Only**

**(*Leasing and/or Service Requirements under Lots 1 and 2*)**

**Order Form**

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| --- | --- |
| CALL-OFF REFERENCE: | **710572450** |
| THE BUYER: | REDACTED |
| BUYER ADDRESS | Army-Comrcl-Procure-FA-Mailbox@mod.gov.uk  Defence Army Commercial Procure-FA-T2A  Army Headquarters,Second Floor,Blenheim Bldg,Marlborough Lines, Monxton Road, Andover  Hampshire , SP11 8HT. |
| THE SUPPLIER: | RICOH UK LIMITED |
| SUPPLIER ADDRESS: | 900 Pavilion Drive,  Northampton Business park,  Northampton,  NN4 7RG |
| REGISTRATION NUMBER: |  |
| DUNS NUMBER: |  |
| SID4GOV ID: |  |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables **as stated in Call Off Schedule 20**

It’s issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

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| --- | --- | --- |
| ***Lot Number*** | ***Lot Name*** | ***Relevant (Yes/No)*** |
| *1* | *Multifunctional Print Devices (MFDs) and Basic Print Management Software* | ***YES*** |
| *2* | *Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software 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) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

5. CCS Core Terms (version 3.0.11) **Please see attachment**.

**Buyers please note:** 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.

* Joint Schedules for **RM6174**

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| Joint Schedule 1 | (Definitions) | This Schedule details all the defined terms stated within the Specification of Requirements for Lots 1, 2, 3 and 4. Shall be used if required. |  |
| Joint  Schedule  2 | (Variation Form) | This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms |  |
| Joint  Schedule  3 | (Insurance Requirements) | This Schedule definesthe standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the ‘Additional Insurance’ section found further on in this form. |  |
| Joint Schedule  4 | (Commercially Sensitive Information) | Complete this Schedule when Supplier's Confidential Information has been identified and agreed to by both parties. In this Schedule specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. |  |
| Joint Schedule 10 | (Rectification Plan) | This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. *The definition of Default can be found in Joint Schedule 1 - Definitions* |  |
| Joint Schedule 11 | (Processing Data) | Annex 1 of Schedule 11 is to be completed by Buyer’s when Personal Data is processed by Supplier’s. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status |  |
| [Joint Schedule 14] | (Benchmarking) | This schedule is to be considered where Buyer’s require the Supplier to complete periodic reviews of the Call-off deliverables to ensure they represent Value for Money throughout the term of they Contract |  |

* Call-Off Schedules for **RM6174**

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| Call-Off Schedule 1 | (Transparency Reports) | This Schedule is to be populated by Buyer’s and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract |  |
| Call-Off Schedule 2 | (Staff Transfer) | schedule sets out the provisions of Staff transfer.  Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2. |  |
| Call-Off Schedule 5 | (Pricing Details) | This schedule is to be populated by Buyers with the applicable Call-Off Contract Charges. |  |
| Call-Off Schedule 6 | (ICT Services) Section | The Buyer requires the supplier is tocreate and maintain a rolling schedule of planned maintenance to the ICT Environment. |  |
| Call-Off Schedule 9 | (Security) | Buyer’s need to consider and select either the short form (Part A of Schedule 9 (Security) or long form terms (Part B of Schedule 9).  Buyers can also choose to insert their Security Management Plan into Annex 2 of Call-Off Schedule 9 or provide details of where the Security Management Plan can be found. |  |
| Call-Off Schedule 10 | (Exit Management) | Call Off Schedule 10 is likely to be relevant in the context of procuring Services or Goods and Services rather than Goods only. Supports Buyers and Suppliers in devising and agreeing an exit strategy and Contract end. |  |
| Call-Off Schedule 11 | (Installation Works) | This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer’s during the Call-Off Contract term |  |
| Call-Off Schedule 15 | (Call-Off Contract Management) | This schedule is to be completed when Buyer’s want to use specific Contract Management process. |  |
| Call-Off Schedule 17 | MOD Terms | This schedule should be incorporatedwhen specific MOD Terms are required. |  |
| Call-Off Schedule 20 | Call-Off Specification | This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges. |  |
| Call-Off Schedule 24 | Operating Lease | This schedule should be incorporated when an Operating Lease is required. |  |

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

**NONE**

**SECTION B**

**1. Call-Off Contract Period**

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| CALL-OFF START DATE:  (The initial contract period excluding extension options) | **01 May 2024**  This would be a day after the current supplier contract finishes. |
| CALL-OFF EXTENSION PERIOD OPTIONS:  (State the options to extend) | **Not Applicable** |
| CALL-OFF EXPIRY DATE: | **31 April 2029**  5years or 60months from commencement date. |
| MINIMUM WRITTEN NOTICE TO SUPPLIER  IN RESPECT OF EXTENSION: | **Not applicable** |

**2. Contract Performance**

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| STANDARDS AND QUALITY | **NO SPECIFIC STANDARDS IDENTIFIED** |

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| SERVICE CREDITS | **Not Applicable** |

**3. Liability and Insurance**

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| 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 **REDACTED** |

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| ADDITIONAL INSURANCES | **Not Applicable** |

**4. Buyer Information**

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| BUYER’S INVOICE ADDRESS | REDACTED  Commercial Officer  Army-Comrcl-Procure-FA-Mailbox@mod.gov.uk  Defence Army Commercial Procure-FA-T2A  Army Headquarters,Second Floor,Blenheim Bldg,Marlborough Lines, Monxton Road, Andover  Hampshire , SP11 8HT. |

|  |  |
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| BUYER’S AUTHORISED REPRESENTATIVE | REDACTED – Designated Officer.  REDACTED  Ministry of Defence(MOD) ,HQ Warminster Garrison  Building No.21, Waterloo Lines  Imber Road, Warminster  Wiltshire. BA12 0DJ |

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| PAYMENT METHOD | The payment method will be through Contracting Purchasing & Finance (CP&F) tool and will be divided into parts:  1. Quarterly Leasing Payments.  2. Quarterly Copy Cost Payments. |

**5. Supplier Information**

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| SUPPLIER’S AUTHORISED REPRESENTATIVE | REDACTED  RICOH UK LIMITED  900 Pavilion Drive,  Northampton Business Park,  Northampton,  NN4 7RG. |

|  |  |
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| SUPPLIER’S CONTRACT MANAGER  **Insert** name]  **[Insert** role]  [**Insert** email address]  **[Insert** address] | **TBC within 30days of order** |

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| SUPPLIER REQUIREMENTS  **Supplier's inspection of Sites, Customer Property and Customer Assets:** | As per call off Schedule 11 and Call off schedule 25.The Supplier’s inspection of Sites, Customer Property and Customer Assets is **Not applicable** with this framework contract. |

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| FAILURE OF SUPPLIER EQUIPMENT | **As set in call Schedule 25 Paragraph 12.18:**  The Customer shall be allowed to request the replacement of any Supplier equipment if it causes two service failures within twelve months. Where a failure of Supplier Equipment or any component part of Supplier Equipment causes two or more Service Failures in any twelve Month period, the Supplier shall notify the Buyer in writing and shall, at the Buyer’s request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced). |

**6. Other Call-Off Requirements**

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| TERMINATION WITHOUT CAUSE NOTICE PERIOD | **As set out in clause 10.2.2 of the core contract terms:**  Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice. |

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| UNDISPUTED SUMS LIMIT | **As set out in clause 10.5 of the core contract terms:**  The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice. |

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| TRAINING | The Supplier shall provide all training for staff onsite and any advanced training required on the MFD within 5 working days of installation. The supplier is to provide technical documentation detailing the specifications of the device and any accessories/kits**.** |

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| SOCIAL VALUE COMMITMENT | **Not Applicable** |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: | REDACTED | Role: | Commercial Officer |
| Date: | 15 FEB 2024 | Date: | 13 Feb 24 |