



Commoditised IT Hardware and Software Framework Agreement

Customer Guidance Notes

**buying
solutions**

Introduction

Welcome to the Buying Solutions Guidance Notes for the Commoditised IT Hardware and Software Framework Agreement

The Commoditised IT Hardware and Software framework agreement provides public sector organisations with access to a wide range of hardware and software.

Developed in consultation with our public sector customers, the framework agreement has been structured so that IT products and services can be quickly and efficiently called off, while standard terms and conditions provide the important contractual safeguards you need.

Commoditised IT Hardware and Software is structured into three Lots which include the provision of:

Lot 1 - Desktop Hardware for the supply of personal computing and client access products including desktops, laptops, notebooks, netbooks, personal data assistants and mobile internet devices, peripherals equipment including printers, monitors, spares and accessories.

Lot 2 - IT Infrastructure Hardware for the supply of IT infrastructure hardware equipment including servers, storage, routers, switches and hubs.

Lot 3 – Specialist Channel Partners for Software

The supply of the full range of commercial and open source off-the-shelf software, software licenses and associated software services including software asset management.

For all Lots, a range of associated services directly related to the purchased IT products are also available.

Benefits

The framework agreement gives you ready access to a wide range of suppliers all of whom have a proven track record. By accessing products and services through the Commoditised IT Hardware and Software framework agreement, you enjoy the additional benefits of:

- A fast, efficient, EU-compliant route to market
- Standard, pre-agreed terms and conditions
- Expert advice and guidance on using the framework agreement
- Operational support
- Provision of Management Information
- Benchmarking activity to ensure continued value for money
- Supplier management and audit
- Shared information on best practice

How to use the Framework Agreement

Before using this or any other Buying Solutions Framework Agreement, customers must have already registered on the Buying Solutions' website: www.buyingsolutions.gov.uk.

There is no joining fee and no commitment to order goods or services.

For full step by step guidance please go to page 4.

SUPPLIER MATRIX

SME (small/medium enterprise)	Suppliers	(Lot 1) Desktop Hardware	(Lot 2) IT Infrastructure Hardware	(Lot 3) Specialist Channel Partners for Software
✓	ANS Group		✓	
	Bull Information Systems Limited		✓	
	Civica Services Ltd			✓
	Computacenter	✓	✓	✓
✓	CSA (Waverley) Ltd		✓	
	Equanet	✓		✓
✓	Ergo Computing UK Ltd	✓	✓	
✓	European Electronique	✓	✓	
	Fujitsu Services Limited	✓	✓	✓
	Insight Direct (UK) Ltd	✓	✓	✓
	Kelway UK Ltd	✓	✓	
	Misco (a division of Systemax Europe Ltd)	✓	✓	
	Phoenix Software Ltd			✓
	Proband	✓		
	Softcat		✓	✓
	Software Box Limited			✓
	Specialist Computer Centre	✓	✓	✓
✓	Stone Computers Limited	✓		
	Trustmarque Solutions Ltd			✓
	Viglen Limited	✓	✓	

Commoditised IT Hardware and Software (RM 721)

1. INTRODUCTION

- 1.1. This document specifies the Guidance Notes that Customers should use when accessing the Commoditised IT Hardware and Software Framework Agreement.

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2. WHAT IS A FRAMEWORK AGREEMENT?

- 2.1. A Framework Agreement is a contractual vehicle that allows purchasers to order goods or services under the terms and conditions specified in that Framework Agreement.
- 2.2. Buying Solutions enters into Framework Agreements with suppliers so that purchasers in the public sector may obtain value for money in their purchasing whilst being assured that their procurement is compliant with UK and EU legislation.
- 2.3. In procuring these Framework Agreements, Buying Solutions carries out a competition in accordance with EU Directives. The evaluation criteria used in each competition are designed to ensure that Framework Agreements are awarded to suppliers submitting the most economically advantageous tenders, taking into account attributes including price; quality; capacity and track record.

- 2.4. Using Framework Agreements saves time and money for purchasers and ensures that the terms and conditions of their contract are robust and follow best practice

3. WHAT IS COMMODITISED IT HARDWARE AND SOFTWARE?

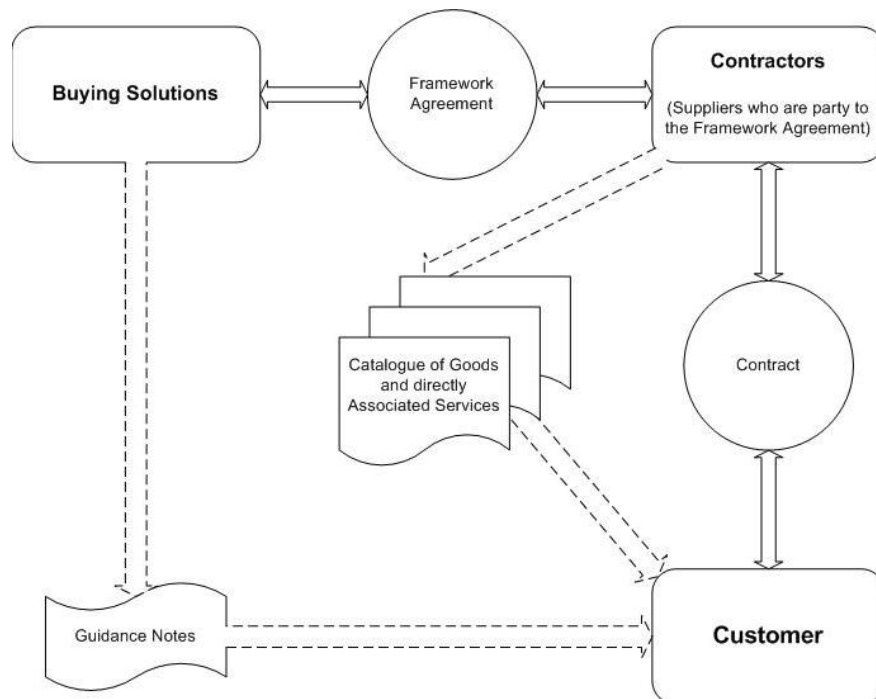
- 3.1. Commoditised IT hardware and software is a set of Framework Agreements, awarded by Buying Solutions to successful Contractors following a fully EU compliant competition. It is designed to provide public sector organisations with a simplified means of ordering commoditised IT hardware and software; the range of which is published in the Catalogue at www.buyingsolutions.gov.uk.
- 3.2. These Framework Agreements are not suitable for procuring or replacing a managed service. Please see the Buying Solutions website for details of framework agreements which are suitable for managed services.

4. HOW TO USE THIS SET OF FRAMEWORK AGREEMENTS

- 4.1. Before using this or any other Buying Solutions Framework Agreement, customers must have already registered on the Buying Solutions' website www.buyingsolutions.gov.uk. There is no joining fee and no commitment to order goods or services.
- 4.2. Ordering Procedures can be found at Annex A, along with provision for Reverse Auctions and Special Terms.
- 4.3. Once you have placed an order and it has been accepted by the Contractor, it will form the basis of a Contract for such commoditised IT hardware and software. Under the Contractor's Framework Agreement with Buying Solutions, they are obliged to send an electronic copy of the Contract or a statement of acceptance of your Order (whichever you prefer) to you within two (2) working days of receipt of your Order.
- 4.4. In the event that the Contractor accepts the Order, the Contractor shall, simultaneously with that acceptance:
 - 4.4.1. confirm its agreement to the terms of the Order, including any proposed special terms and any alternative clauses and/or additional clauses (a summary is set out in Annex C); and
 - 4.4.2. in accordance with your option stated on the Order, either send the Contract duly executed by an authorised officer of the Contractor to you, or send to you a statement that a contract has been formed using the terms and conditions in the Model Contract, augmented by the information provided in the Order, such information being replicated or referenced in that statement.
- 4.5. A binding contract for the provision of IT Products by the Contractor to you shall be created on acknowledgement by the Contractor of receipt and acceptance of an Order in accordance with paragraph 4.4 above.

5. BUYING SOLUTIONS ROLES AND RESPONSIBILITIES

- 5.1. Buying Solutions has established this set of Framework Agreements via a fully EU compliant competition. Illustrated below are the contractual relationships between the parties to this set of Framework Agreements.



- 5.2. Buying Solutions' roles in the relationship are those of:

5.2.1. the award of Framework Agreements to successful Contractors;

5.2.2. provision of guidance; and

5.2.3. management of individual Framework Agreements, including Contractor development reviews, audit and compliance checks and benchmarking.

- 5.3. To cover the cost of these activities, Buying Solutions levies a management charge on Contractors. The charge is currently calculated at 0.7% of all charges for commoditised IT hardware and software invoiced to customers (net of VAT) by the Contractor. The Contractor shall not be entitled to recharge this management charge to any Customer.

6. YOUR CONTRACT

- 6.1. Your Contract will be based on the Model Contract which has been constructed by Buying Solutions and forms part of the Framework Agreement between Buying Solutions and each Contractor in this set of Framework Agreements. It will constitute the entire understanding between you and the Contractor relating to the commoditised IT hardware and software ordered.
- 6.2. You are obliged to abide by the terms of your Contract. To assist you in this obligation, we strongly recommend that you follow these Guidance Notes.

- 6.3. Also at the time of ordering, you may choose to have the Contractor send you a copy of the completed Contract or to confirm to you that your Order has been accepted and that the terms of the Model Contract for commoditised IT hardware and software version 1.00 will apply. In either case, the Contractor has warranted that it has not changed the terms of the Model Contract.
- 6.4. Both you and the Contractor are obliged to duly observe all your obligations under the Data Protection Requirements which arise in connection with the Contract.
- 6.5. Under the Contract, both you and the Contractor are asked to take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purposes of the Contract by your employees, servants, agents or sub-contractors.
- 6.6. For the purposes of the Contract, you may disclose confidential information to any other department, office or agency of Her Majesty's Government ("Crown Bodies"), provided that you have required beforehand that such information is treated as confidential by such Crown Bodies and their servants.
- 6.7. You are entitled to pay for the commoditised IT hardware and software ordered from the Catalogue by BACS and GPC. Contractors may also accept other forms of payment. The Contractor shall be solely liable to pay any merchant fee levied for using the GPC and shall not be entitled to recover this charge from any Customer.
- 6.8. Under the Contract, the Contractor is obliged to assist you in meeting any Requests for Information in relation to the Contract. The Contractor commits that it shall use all reasonable endeavours to ensure that its Sub-Contractors also assist you in meeting any Requests for Information relating to the Contract.
- 6.9. If you or the Contractor wish to amend the Contract, provision is made in the Contract for amendments to be agreed between you both and formally amended in accordance with the Contract Change Procedures. For ease of use by both you and the Contractor, there is a pro forma Contract Change Note for this purpose included in a Schedule to the Contract.
- 6.10. Care should be taken when considering amendments to the Contract that any amendment would not substantially alter the terms and conditions to such an extent that it could be alleged that the Contract is no longer a part of the Framework Agreement and therefore not compliant with EU Directives.

7. CONTACT DETAILS

- 7.1. If you have any further queries, please contact Customer Care:

Telephone: 0345 410 2222

email: info@buyingsolutions.gsi.gov.uk

website: www.buyingsolutions.gov.uk

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Annex A. Ordering Procedures

1. Introduction

1.1. To order commoditised IT hardware and software, you may either select a single Contractor, or conduct a further competition between multiple Contractors, as explained below.

2. Catalogue Ordering

2.1. You may only order directly from the Catalogue, without competing your requirements if you can determine which Contractor represents best value for money from the detail given in the Catalogue and where this can be achieved within the terms of this Framework Agreement. No Special Terms may therefore be used in this instance.

2.2. To order commoditised IT hardware and software directly from the Catalogue, you:

2.2.1. first determine from the Catalogue which Contractors are capable of meeting your requirement;

2.2.2. then decide which of these represents best value for money; and

2.2.3. finally place your order with the Contractor. You may either use the order form at Annex B or your own order form. Any Order placed must contain the information listed in the order form at Annex B.

2.3. The following award criteria shall be applied by Customers:

Lots 1 Desktop Hardware	Criteria - ranked in order of importance
1	Price or total lifecycle costs
2	Delivery
3	Maintenance, support and warranties

Lot 2 IT Infrastructure Hardware	Criteria - ranked in order of importance
1	Price or total lifecycle costs
2	Delivery

3	Maintenance, support and warranties
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Lot 3	
Specialist Channel Partners for Software	Criteria - ranked in order of importance
1	Price or total lifecycle costs
2	Service wrap

3. Further Competition

3.1. Where you cannot determine which Contractor within the commoditised IT hardware and software framework can deliver best value for money from the detail given in the Catalogue, where you wish to specify the sums for Limitation of Liability or where special terms are needed, you should carry out a Further Competition within the commoditised IT hardware and software set of Framework Agreements. It is important to note that a Further Competition should only be carried out within an individual set of Framework Agreements (in this case), the commoditised IT hardware and software set of Framework Agreements. Carrying out a Further Competition across multiple sets of Framework Agreements could encourage a challenge that the procurement is in contravention of EU Directives.

3.2. To do this, you should:

3.2.1. invite (in writing) all Contractors within the commoditised IT hardware and software framework capable of meeting the requirement to submit proposals. The invitation should:

3.2.1.1. specify a fixed time limit for submission of proposals. Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the commoditised IT hardware and software, the requirement and the time needed to compile and submit a proposal;

3.2.1.2. seek proposals for fulfilling the requirement, including agreement to any special terms, additional clauses and/or alternative clauses as described in paragraph 4 below;

3.2.1.3. contain a copy of the Order Form, completed as if it were the resultant Order and, at your option, a copy of the draft Contract completed as far as possible and indicating where material from the winning Contractor's proposal will be input to complete the Contract;

3.2.1.4. state if a reverse auction is to be held; and

3.2.1.5. specify the Customer's precise sub-criteria and weightings.

3.2.2. evaluate the proposals received and notify all invited Contractors of the outcome; and

3.2.3. place the resulting Order with the Contractor who has submitted the most economically advantageous tender.

3.3. The following award criteria shall be applied by Customers:

Mandatory Criteria Headings	Suggested Sub-Criteria (for example only)
Fitness for purpose including quality	Compliance with technical or output based specification
	Technical assistance
	Aesthetic and functional characteristics
	Quality
	After sales service
	Software Asset Management
Delivery	Delivery date and delivery period
	Period of completion
Environmental	Environmental characteristics compliance with UK and EU environmental standards (e.g. EU Energy Star EU Energy Flower, DEFRA 'Quick Win' standards); packaging.
Lifecycle costs	Price
	Cost effectiveness
	Running costs

4. Special Terms, Additional Clauses and Alternative Clauses

4.1. Special terms, additional clauses and alternative clauses may only be proposed by you.

4.2. Agreement to Special Terms may only be sought under the Further Competition Procedure.

4.3. Special Terms will not be used to substantially alter the Contract terms and conditions.

4.4. You may propose special terms in your Order, specific to the requirement in hand, as part of a Further Competition. However, in accordance with EU law,

these special terms must not be used to significantly alter the Model Contract terms and conditions Such terms might be used to define the following:

- 4.4.1. particular delivery timescales;
- 4.4.2. particular invoicing arrangements and payment profiles;
- 4.4.3. additional security needs;
- 4.4.4. incidental charges;
- 4.4.5. particular associated services, e.g. installation, maintenance and training;
- 4.4.6. particular mixes of quality systems and rates;
- 4.4.7. particular mixes of rates and quality;
- 4.4.8. where the terms include a price mechanism; and
- 4.4.9. individual special terms (e.g. specific to the particular products/services that will be provided or to meet a particular requirement).

5. Leasing

- 5.1. In the event that a Customer requires the commoditised IT hardware to be the subject of a lease agreement, the Customer and Contractor will discuss and jointly select a lessor and will agree the terms of that lease before the Customer places the Order.

6. Electronic Reverse Auctions

- 6.1. You may choose to undertake a reverse auction, where Contractors compete in real time by bidding lower as the auction unfolds. A reverse auction can be used either as part of the further competition process or on its own. For ease of use by Customers, Buying Solutions has a reverse auction Framework Agreement.
- 6.2. Before undertaking a reverse auction, you should make an evaluation of all proposals against all criteria except those which will be the subject of the reverse auction.
- 6.3. You should then inform the Contractors of the specification for the reverse auction which includes:
 - 6.3.1. the information to be provided at the reverse auction;
 - 6.3.2. the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - 6.3.3. any limits on the values which may be submitted;
 - 6.3.4. a description of any information which will be made available to Contractors in the course of the reverse auction and when it will be made available to them;

- 6.3.5. the conditions under which Contractors will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
 - 6.3.6. relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
 - 6.3.7. the date and time of the start of the reverse auction; and
 - 6.3.8. details of when and how the reverse auction will close.
- 6.4. The reverse auction may not start sooner than two (2) Working Days after the date on which the specification for the reverse auction has been issued.
- 6.5. Throughout each phase of the reverse auction you will need to communicate to all Contractors sufficient information to enable them to ascertain their relative ranking. At no stage during the reverse auction should you disclose the identity of a Contractor to other participants.
- 6.6. You will close the reverse auction:
- 6.6.1. on a date and time fixed in advance in accordance with paragraph 6.3.8 above; or
 - 6.6.2. when no new prices or values meeting the specified minimum differences have been received within the prescribed elapsed time period; or
 - 6.6.3. when all the phases have been completed.

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Annex B. Model Order Form

Order
Dated:.....

Number:

(To be quoted on all correspondence relating to this Order.)

<p>FROM:</p> <p>[CUSTOMER].....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Name:</p> <p>Job Title:</p> <p>Telephone No.:</p> <p>Email Address:</p>	<p>TO:</p> <p>[CONTRACTOR].....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>GOODS OR GOODS AND SERVICES TO BE PROVIDED AT:</p> <p>[ADDRESS]</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>INVOICE ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>This Order specifies all the variables necessary for the completion of a Commoditised IT Hardware and Software Contract.</p>	
<p>1. THE ORDERED IT PRODUCTS</p> <p>1.1. [as specified in the Catalogue and/or defined here (including products code</p>	

numbers, short description of the Goods, the quantities of the Goods etc)– see Schedule 2-2]

- 1.2. [complete the notice period for Clause 6.4 of the Model Contract for Software releases/upgrades]

2. SERVICE LEVELS

- 2.1. [as specified in the Catalogue and/or defined here – see Schedule 2-2]

3. SERVICE CREDITS

- 3.1. [as specified in the Catalogue and/or defined here – see Schedule 2-2]

4. THE CHARGES

- 4.1. [to be inserted relative to Ordered IT Products specified in Catalogue and/or Order – see Schedule 2-3]
- 4.2. [this should specify whether any Charges are not subject to the Charges Variation Procedure – see paragraph 3 of Schedule 2-3]
- 4.3. [this should specify the billing point – see Schedule 2-4]
- 4.4. [this should specify the unique order reference – see Schedule 2-4]

5. TIMETABLE

- 5.1. Term [this should specify the Term of the Contract – see Clause 10 of the Model Contract]
- 5.2. Implementation Plan [this should specify the Service Commencement Date, deliverables/milestones, delivery dates (or ranges thereof if applicable) (see Clause 4.1.1 of the Model Contract), start/end dates and party responsible including the Acceptance Test Period – see Schedule 2-2]
- 5.3. Acceptance Test Criteria [this should specify the criteria pertaining to each Ordered IT Product – see Schedule 2-5]
- 5.4. Payment Profile [see Schedule 2-4]

6. POINTS OF CONTACT FOR DISPUTE RESOLUTION

- 6.1. [Customer's first point of contact for dispute resolution purposes to be inserted here – see Clauses 21.3 and 22.2 of the Model Contract]
- 6.2. [Contractor's first point of contact for dispute resolution purposes to be inserted here – see Clause 21.3 of the Model Contract]
- 6.3. [Customer's second point of contact (escalation) for dispute resolution purposes to be inserted here – see Clause 21.4 of the Model Contract and Schedule 2-9]
- 6.4. [Contractor's second point of contact (escalation) for dispute resolution purposes to be inserted here – see Clause 21.4 of the Model Contract and

Schedule 2-9]

7. PROPOSED SPECIAL TERMS

7.1. []

8. ALTERNATIVE AND/OR ADDITIONAL CLAUSES – PLEASE TICK AS APPROPRIATE

8.1. Scots Law and Jurisdiction

8.2. Northern Ireland Law and Jurisdiction [Note: the NI legislation relating to insolvency needs to be identified]

8.3. Private Authorities

8.4. Non Crown

8.5. Liquidated Damages [Note: if this is selected, please complete the information required in Schedule 2-13 and retain the definitions in Schedule 2-1 and the wording in brackets in Clause 2.3 of the Model Contract]

8.6. FOIA

8.7. Data Handling

8.8. Limitation of Liability [Note: the amount (£) needs to be identified]

8.9. MOD - BACS

8.10. Third Party Co-operation [Note: optional wording needs to be deleted or included]

8.11. Security Measures

8.12. Access to MOD Sites

8.13. MOD – Unique Identifiers

8.14. MOD – Use of Electronic Business Delivery Form

8.15. MOD – Payment under P2P

8.16. MOD – Payment under P2P – Matching the Invoice and Order (Two way match)

8.17. MOD – GPC [Note: the order form will need to include the further information set out in paragraphs 6.2 and 6.3 of this additional clause]

8.18. MOD – Overseas Supply

9. ADDITIONAL INFORMATION

9.1. Delivery [this should specify the delivery location(s), time(s) and date(s) (as required under Clause 4.1.1 of the Model Contract) together with any alternate delivery requirements to those set out in Clause 4.1.2 of the Model

Contract]

- 9.2. Communications [this should specify the Customer and Contractor contact names, job titles, addresses and telephone numbers - see Clause 9.3 of the Model Contract]
- 9.3. CITHS Contract Manager [this should specify each parties representative who will fulfil this role – see definition in Schedule 2-1]
- 9.4. Data Protection Audit [this should specify the Customer representative who can inspect and audit the Contractor’s data processing activities - see Clause 15.2.10 of the Model Contract]
- 9.5. Insurances [this should specify the minimum levels of insurance that the Contractor is required to have in place – see Clause 22 of the Model Contract and Schedule 2-17 of the Model Contract]
- 9.6. Entire Agreement [this should specify whether there are any documents referred or attached to the Contract – see Clause 38 of the Model Contract and the definition of “Contract” in Schedule 2-1]
- 9.7. Contract and Service Management [this should specify the Customer representatives to whom reports should be sent, the frequency of the reports, who will attend review meetings and the format, provision and restoration of Customer Data – see Schedule 2-6]
- 9.8. Sub-Contractors [this should specify the Sub-Contractors, each Sub-Contractors obligation and the selection, appointment and management procedure – see Clause 30 of the Model Contract and Schedule 2-8]
- 9.9. Commercially Sensitive Information [this should specify the details of any Commercially Sensitive Information – see Schedule 2-10]
- 9.10. Standards and Regulations [this should specify what Standards and Regulations will apply to the Ordered IT Products – see Schedule 2-11]
- 9.11. Title and Risk [this should specify what Ordered Goods are to be transferred to the Customer during the Term of the Contract. If all are to transfer “all” should be retained but if there are only certain specified Ordered Goods, they should be clearly identified – see Schedule 2-12]
- 9.12. BCDR Plan and Security Management Plan [this should specify the information required to complete Schedules 2-14 and 2-15 if the Contractor is handling data including the definitions of “Disaster” and “Related Service Provider” in Schedule 2-1]
- 9.13. Software and Software Licence Terms [this should specify the Software (and licence terms) applicable to the Ordered IT Products – see Schedule 2-15 and the definition of “Third Party Software” and “Open Source Ordered Software” in Schedule 2-1]

10.OPTION FOR FORMAT OF CONTRACT (delete as appropriate)

Please send me the Contract duly executed by an authorised officer of the Contractor.

or

Please send me a statement that a contract has been formed using the terms and conditions in the Model Contract, augmented by the information provided in the Order, such information being replicated or referenced in that statement.

Commoditised IT Hardware and Software

Annex C. Summary of Alternative Clauses and Additional Clauses

For the full text of these, and the original clauses that they replace and/or enhance, please see the Model Contract, which is published at www.buyingsolutions.gov.uk.

SCOTS LAW

This clause replaces clause 37.1 (Law and Jurisdiction) and is designed for the benefit of Customers located in Scotland. In the clause both you and the Contractor warrant that you accept:

- the jurisdiction of the Scottish Courts (as opposed to the English Courts); and
- that the contract is governed and construed according to Scots Law.

NORTHERN IRELAND LAW

These clauses replace clause 37.1 (Law and Jurisdiction) and clause 27.1 (Discrimination and Equality) and are designed for the benefit of Customers located in Northern Ireland. It also supersedes references to English Acts, with references to Acts passed in Northern Ireland.

In clause 37.1 both you and the Contractor warrant that you accept:

- the jurisdiction of the Northern Ireland Courts (as opposed to the English Courts); and
- that the contract is governed and construed according to Northern Ireland Law.

In clause 27.1, the Contractor warrants that it shall not unlawfully discriminate within the meaning and scope of the:

- Race Relations Act 1976;
- Race Relations (NI) Order 1997;
- Disability Discrimination Act 1995;
- Fair Employment (NI) Acts 1976 and 1989;
- Fair Employment and Treatment (Northern Ireland) Order 1998;
- Sex Discrimination (NI) Orders 1976 and 1988; and
- Equal Pay Act (NI) 1970.

PRIVATE AUTHORITIES

This clause is designed to make provision for a Customer who is acting for, rather than itself being, a public sector body. It suggests the deletion of various clauses within the Model Contract.

LIQUIDATED DAMAGES

This provision may be used when the timescales for achieving acceptance are of particular importance to you and you are able to calculate a genuine pre-estimate of loss. The Contractor warrants that payments based on your pre-estimate of loss will be made to you in the event that these timescales are missed.

FREEDOM OF INFORMATION

If you are exempt from the provisions of the Freedom of Information Act 2000 and have notified the Contractor of this exemption, this clause sets out how Clause 19 of the Model is to be amended.

DATA HANDLING

Where there is no handling of your data by the Contractor the data handling clauses in the Model Contract may be deleted. Before making any decision on this, you must consult and pay due regard to Cabinet Office/OGC mandatory guidance on data handling.

LIMITATION OF LIABILITY

You have the opportunity to specify the sums for limitation of liability in respect of loss or damage to tangible property if you consider the Model Contract provisions are inappropriate in the context of the risks associated with your requirement. You must decide who should bear the risk of paying for any increase in the Contractor's premium and in so doing not prejudice any Contractor.

MOD – BACS

This is an alternative clause which the Ministry of Defence uses in its contracts where payment by BACS is required. It is an expansion of the BACS payment provision set out in clause 5.1.7 of the Model Contract.

THIRD PARTY CO-OPERATION

This is an additional clause. Its purpose is to require the Contractor to co-operate with other suppliers to the Customer (generally or to enable technical or organisational interfaces to be created and maintained) during the term of the contract and thereafter.

SECURITY MEASURES

This is an additional clause. Its purpose is to set out the security measures that the Contractor should adhere to in relation to confidential, secret or top secret matters. It makes reference to:

- leaked information;
- photographs;
- access to premises;
- access to documents;

- duplication of documents; and
- the Official Secrets Act (and the signing of a statement of understanding relating to it),

and:

- places an obligation on the Contractor to maintain the level of security surrounding these matters (which may be similar to one you already have in place); and
- entitles you to terminate the Contract in the event of the Contractor's failure to carry out the above obligation.

ACCESS TO MOD SITES

This is also an additional clause. It is designed for use in cases where staff employed by the Contractor will need to visit any MOD site, including any of Her Majesty's Ships, Vessels or Service Stations in the course of the supplying of the commoditised IT hardware and software and refers to their:

- compliance with the rules, regulations and requirements of the site visited;
- transport overseas;
- medical treatment; and
- funds whilst visiting sites overseas.

MOD – UNIQUE IDENTIFIERS, USE OF ELECTRONIC BUSINESS DELIVERY FORM, PAYMENT UNDER P2P, PAYMENT UNDER P2P – MATCHING THE INVOICE AND ORDER (TWO WAY MATCH) AND GPC

These are all additional clauses which may apply where the Customer is the Ministry of Defence. They include additional layers which are required when trading electronically with the Ministry of Defence. They are in addition to, not in place of, the Ordering Procedures.

MOD – OVERSEAS SUPPLY

This is an additional clause which may apply where the Customer is the Ministry of Defence and it requires worldwide delivery of the commoditised IT hardware and software.