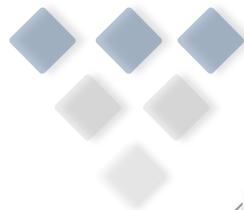




G-Cloud 14

Standard Terms and Conditions of Sale



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Introduction

Welcome to Nabla Infotech (“Nabla” or “Supplier”)!

The Buyer wishes to procure and Nabla is willing to provide certain services. The Standard Terms and Conditions of Sale mentioned in this document outline the terms under which Nabla will provide services to the Buyer. By engaging with Nabla, the Buyer agrees to abide by these terms, which are designed to protect both parties' interests and foster a productive working relationship.

The provision of such services by Nabla to the Buyer shall be governed by these Standard Terms and Conditions of Sale, which shall be read in conjunction with the G-Cloud 14 Call Off Contract Ref [REFERENCE] (“Call Off Contract”) and the Call Off Contract Part A (“Order Form”). The order of precedence set out in Order Form Clause 1.4 shall apply.

1. THE G-CLOUD SERVICES

The Supplier shall deliver the services further particularized in the Call-Off Contract and Order Form (“the G-Cloud Services”) substantially in accordance with the service requirements contained or referenced in the Order Form.

2. THE MILESTONES AND THE DELIVERABLES

In delivering the G-Cloud Services, the Supplier shall deliver any deliverables (as applicable) in accordance with any schedule or timeframe as is agreed between the parties in writing from time to time (the “Agreed Delivery Schedule”).

Deliverables shall be deemed accepted by the Buyer upon delivery, unless the Buyer provides written notice of non-conformity within a specified acceptance period.

3. THE BUYER RESPONSIBILITIES

In order to enable the Supplier to deliver the G-Cloud Services in a timely manner, the Buyer shall undertake the Buyer’s responsibilities, as further particularized in the Order Form, by the corresponding dates in the Order Form. The Supplier will not have any liability under the Call Off Contract if it is unable to provide the G-Cloud Services in a timely manner due to any delay or failure by the Buyer (or its employees, agents, or third-party suppliers) in complying with its obligations pursuant to this Agreement. The Supplier shall, in these circumstances, be entitled to an adjustment to any agreed timescales for delivery and to reimbursement of its additional costs reasonably incurred as a result of the delay or failure by the Buyer. The Supplier shall use its

reasonable endeavors to mitigate the impact of any delay or failure of the Buyer on its ability to provide the G-Cloud Services, the adjustment to the timescales for delivery, and the additional costs incurred.

Following are the standard responsibilities of the Buyer:

- 3.1 **Cooperation:** The Buyer shall cooperate with the Supplier and provide timely access to information, resources, and personnel necessary for the provision of the agreed-upon services. The Buyer will ensure that appropriate signoffs and approvals are provided on deliverables in a timely manner. The Buyer will assign a Project Manager or Single Point of Contact (SPOC) to be responsible for centralizing and facilitating internal communications and ensuring that the project moves forward according to the planned schedule.
- 3.2 **Specifications and Requirements:** The Buyer shall accurately communicate its specifications, requirements, and expectations to the Supplier in writing at the commencement stage. Any changes to these specifications or requirements shall be communicated promptly to the Supplier in writing. Accordingly, change management process would be followed.
- 3.3 On completion of each project deliverable, Nabla will submit the deliverable to the Buyer for review. The Buyer must review the deliverable and provide a written response that outlines defects, if any, within five (5) business days of receipt. Nabla will then analyze the issues and provide the revised deliverable to the Buyer. The Buyer will review the deliverable to ensure that the defects have been resolved. If the Parties agree in writing that all defects have been resolved, the deliverable will be deemed complete and accepted by the Buyer. In the event Nabla does not receive a written request to address defects within five (5) business days of providing the deliverable to the Buyer, it will be deemed accepted by the Buyer.
- 3.4 **Review and Feedback:** Any revisions or modifications requested by the Buyer shall be communicated to the Supplier in writing.
- 3.5 **Testing and Acceptance:** The Buyer must create acceptance test plan, with scenarios based on the requirements that are approved. The Acceptance test plan should be shared with Nabla during the Build (Development) stage. The Buyer shall conduct acceptance testing of deliverables in accordance with the agreed-upon acceptance criteria. The Buyer shall promptly notify the Supplier of any defects or deficiencies identified during acceptance testing.
- 3.6 **Confidentiality:** The Buyer shall maintain the confidentiality of all confidential information disclosed by the Supplier during the course of the agreement and shall not disclose such information to third parties without the Supplier's prior written consent.
- 3.7 **Termination:** The Buyer shall have the right to terminate the agreement in accordance with the termination provisions set forth herein, subject to any applicable termination fees or obligations.
- 3.8 **Force Majeure:** The Buyer shall not be liable for any delay or failure to perform its obligations under the agreement to the extent such delay or failure is caused by a force majeure event, as defined in the agreement.

- 3.9 Domain name, SSL, hosting space and all infrastructure details should be provided by the Buyer.
- 3.10 Nabla should get the details to login to the hosting server that will be purchased by the Buyer to host the newly developed application.
- 3.11 Any licensing requirements to be provided by the Buyer.

4. THE QUALITY STANDARDS

In delivering the G-Cloud Services, the Supplier shall ensure that it complies with any quality standards set out in the Order Form.

Following are the standard quality standards to be performed by the Supplier:

- 4.1 Quality Assurance: The Supplier shall perform the services in a professional manner that is consistent with industry best practices and in accordance with the specifications and requirements agreed upon by the parties.
- 4.2 Compliance with Specifications: The Supplier shall ensure that all deliverables meet the specifications and requirements outlined in the agreement and any related documentation provided by the Buyer.
- 4.3 Remediation of Defects: In the event that any services provided by the Supplier are found to be defective or non-conforming, the Supplier shall promptly remedy such defects or non-conformities at no additional cost to the Buyer.
- 4.4 Acceptance Testing: The Buyer shall have the right to conduct acceptance testing of deliverables to ensure compliance with the agreed-upon specifications and requirements. The Supplier shall cooperate with the Buyer during acceptance testing and promptly address any issues identified.
- 4.5 Performance Standards: The Supplier shall ensure that the services are performed with due care, skill, and diligence, and that they achieve the performance standards set out in the Order Form.

5. THE PRINCIPAL LOCATION

The Supplier shall deliver the G-Cloud Services from the principal location(s) set out in the Order Form, unless otherwise agreed by the parties.

6. THE CHARGES AND PAYMENT

In consideration of the delivery of the G-Cloud Services, the Buyer shall pay the charges set out in the Order Form to the Supplier. The Charges shall become due and payable as set out in the Order Form. The Charges set out in the Order.

Forms are exclusive of i) Value Added Tax and ii) the Supplier's reasonably incurred travel and subsistence expenses, which amounts shall be additionally payable by the Buyer.

7.FORCE MAJEURE

Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under a Call Off Contract due to any cause outside its reasonable control, including, without limitation, strikes, lockouts, Acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, or the lack of availability of materials.

8.NO PARTNERSHIP OR AGENCY

Nothing herein is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

9.THIRD PARTY RIGHTS

No one other than a party to a Call Off Contract and their successors and permitted assignees, shall have any right to enforce any of its terms.

Further Information

For more information about our G-Cloud services, please contact our Public Sector team at reachout@nablainfotech.com.



www.nablainfotech.com

✉ reachout@nablainfotech.com

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