

Further Competition Order Form Template

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CALL-OFF REFERENCE: 00579474

THE BUYER: GOVERNMENT PROPERTY AGENCY

BUYER ADDRESS REDACTED

SUPPLIER REFERENCE REDACTED

THE SUPPLIER: STONE COMPUTERS LIMITED

SUPPLIER ADDRESS: REDACTED

DUNS NUMBER: 770082022

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **23/06/20**. It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S): LOT 2

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) RM3808
- 3. The following Schedules in equal order of precedence:
 - 1. Joint Schedules for framework reference number RM3808
 - a. Joint Schedule 2 (Variation Form)
 - b. Joint Schedule 3 (Insurance Requirements)
 - c. Joint Schedule 4 (Commercially Sensitive Information)
 - d. Joint Schedule 6 (Key Subcontractors)
 - e. [Joint Schedule 7 (Financial Difficulties)
 - f. [Joint Schedule 8 (Guarantee)
 - g. [Joint Schedule 9 (Minimum Standards of Reliability)
 - h. Joint Schedule 10 (Rectification Plan)
 - i. Joint Schedule 11 (Processing Data)

j. [Joint Schedule 12 (Supply Chain Visibility)

2. Call-Off Schedules for

- a. Call-Off Schedule 1 (Transparency Reports)
- b. Call-Off Schedule 2 (Staff Transfer)
- c. [Call-Off Schedule 3 (Continuous Improvement)
- d. [Call-Off Schedule 5 (Pricing Details)
- e. Call-Off Schedule 6 (ICT Services)
- f. [Call-Off Schedule 7 (Key Supplier Staff)
- g. Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- h. Call-Off Schedule 9 (Security)
- i. [Call-Off Schedule 10 (Exit Management)
- j. Call-Off Schedule 11 (Installation Works)
- k. [Call-Off Schedule 13 (Implementation Plan and Testing)
- I. Call-Off Schedule 14 (Service Levels)
- m. [Call-Off Schedule 15 (Call-Off Contract Management)
- n. [Call-Off Schedule 18 (Background Checks)
- o. [Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.5)
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 6. [Call-Off Schedule 22 (Supplier-Furnished Terms)
- 7. [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

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:

Call off schedule 3 - Item 2.1

Call off schedule 7 - Paragraph 1.5.3 - Duration to be 1 month

Call off schedule 14 - Annexure 1 - Updated with definition of Critical service level failure

CALL-OFF START DATE 1st July 2020 **CALL-OFF EXPIRY DATE** 30th June 2023

CALL-OFF INITIAL PERIOD 3 Years CALL-OFF OPTIONAL EXTENSION PERIOD 2 Years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

3 months minimum period of notice from Buyer

CALL-OFF DELIVERABLES

Please refer to Call-Off Schedule 20

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

REDACTED

CALL-OFF CHARGES

The total Contract value should not exceed £1,325,000.00 for the total Contract term.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Bacs Transfer

BUYER'S INVOICE ADDRESS

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Refer Statement of Requirements

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit) will apply to every Contract

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QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within 30 Working Days

MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval as part of the Response

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier shall prepare and deliver a bespoke BCDR Plan for the Buyer's written approval at least 60 Working Days prior to the Start Date

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

BUYER'S SECURITY POLICY

Security Policy Compliance required: Refer Statement of Requirements

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part A (Short Form Service Levels and Service Credits)

The required Service Maintenance Level: Refer Statement of Requirements

The Service Credit Cap is: in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is 30 days

PERFORMANCE MONITORING

Specified in the Statement of Requirement

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Specified in the Statement of Requirement

PROGRESS MEETING FREQUENCY

Specified in the Statement of Requirement

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OPERATIONAL BOARD

Specified in the Statement of Requirement

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

No subcontractors

COMMERCIALLY SENSITIVE INFORMATION

The Suppliers bid submission and price breakdown are considered commercially sensitive.

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:	REDACTED
Date:	24 th June 2020	Date:	29 th June 2020