

[REDACTED]

22 December 2021 18:05



[REDACTED]

Direct Award Order Form Template

Direct Award Call-Off Order Form
V1.0 12082019

Direct award Order Form Template

CALL-OFF REFERENCE:

circuit/internet connection RM3808_Lot1_Exponential-e_circuit/internet_SO36_

THE BUYER:	Dept of Work & Pensions
BUYER ADDRESS:	Department for Work and Pensions DWP Finance and Commercial Commercial Directorate 2 St Peters Square Manchester M2 3AA
SUPPLIER REFERENCE	0061r00001GMacP
THE SUPPLIER:	Exponential-e Limited
SUPPLIER ADDRESS:	100 Leaman St, London E1 8EU
REGISTRATION NUMBER:	04499567
DUNS NUMBER:	64-096-1145
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28th July 2020.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):
Lot 1

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

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3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

• Call-Off Schedules for

circuit/internet connection RM3808_Lot1_Exponential-e_circuit/internet_SO36

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

Please see Appendix A as agreed within CCS Framework Award Form signed on 31 July 2019

CALL-OFF START DATE 31st October 2020

CALL-OFF EXPIRY DATE 30th October 2023

CALL-OFF INITIAL PERIOD 3 years

CALL-OFF OPTIONAL EXTENSION PERIOD 2 years (1 + 1)

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Customer shall have the right to terminate this Call-Off Contract by providing at least thirty (30) Working Days' written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date

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CATALOGUE SERVICE OFFER REFERENCE: RM3808_Lot 1_Exponential-e_SO36

CALL-OFF DELIVERABLES

All items below are existing and will be re-contracted, there are no one off charges.

Description	Qty	Delivery Date	Details
Single Circuit 1G Bearer, [REDACTED] [REDACTED]	1	Existing services being retendered	Renewed in billing system
Managed Ethernet Demarcation Device [REDACTED]	1		
Single Circuit 10G Bearer, [REDACTED] [REDACTED]	1	Existing services being retendered	Renewed in billing system
Managed Ethernet Demarcation Device [REDACTED]	1		
Bandwidth 100Mbps/1Gbps	1	Existing services being retendered	Renewed in billing system
Bandwidth 10Gbps/10Gbps	1		
Miscellaneous			
Ip addressing [REDACTED] [REDACTED]	1	Existing services being retendered	Renewed in billing system
BGP Enabled	1		

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 **£24,145** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

Geographical Locations	Service Details	Price per annum
Within the [REDACTED] Data Centres: [REDACTED]	Single Circuit 1G Bearer, [REDACTED] [REDACTED] Managed Ethernet Demarcation Device [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Within the [REDACTED] Data Centres: [REDACTED]	Single Circuit 10G Bearer [REDACTED] [REDACTED] Managed Ethernet Demarcation Device [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Within the [REDACTED] Data Centres: [REDACTED]	Bandwidth 100Mbps/1Gbps Bandwidth 10Gbps/10Gbps	[REDACTED] [REDACTED]
Within the [REDACTED] Data Centres: [REDACTED]	Ip addressing [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]

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

Not recoverable

PAYMENT METHOD

Via BACS

BUYER'S INVOICE ADDRESS:

Department of Work and Pensions,
PO Box 406,
SSCL,
Phoenix House,
Celtic Springs Business Park,
Newport
NP10 8FZ
APIInvoices-DWP-U@sscl.gse.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Lead – IT Infrastructure
PSN.PROCUREMENT@dpw.gov.uk
Department for Work and Pensions
DWP Finance and Commercial
Commercial Directorate
2 St Peters Square
Manchester. M2 3AA

BUYER'S ENVIRONMENTAL POLICY

The Buyer will provide a copy of its environmental policy to the Supplier on request which the Supplier will comply with.

The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part E (Staff Transfer on Exit) will apply to every Contract.

QUALITY PLAN

Not applicable

MAINTENANCE OF ICT ENVIRONMENT

Not applicable

BUSINESS CONTINUITY AND DISASTER RECOVERY

Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

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

BUYER'S SECURITY POLICY

Not applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 4

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

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Director – Public Sector

[REDACTED]

100 Leman St, Aldgate, London, E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Public Sector Bid Director

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[REDACTED]
100 Leman St, London E1 8EU

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OPERATIONAL BOARD

Not applicable

KEY STAFF

[REDACTED]
Head of Customer Service

[REDACTED]
100 Leman Street, London, E1 8EU

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

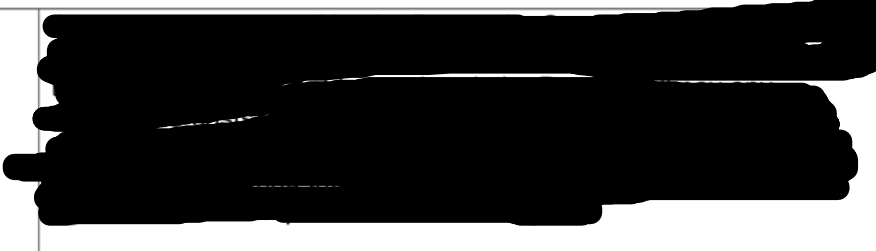


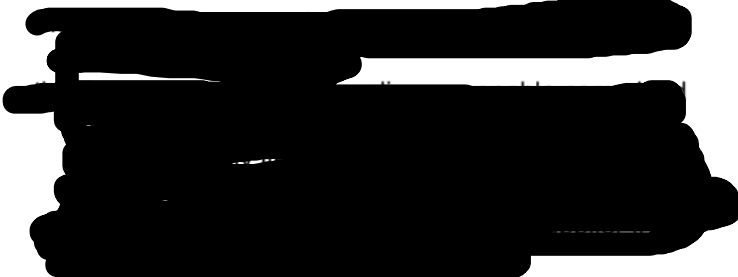
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Director – Public Sector & Unified Platforms	Role:	Senior Executive Officer – Commercial Directorate
Date:	28 th July 2020	Date:	28 th July 2020

Appendix A

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: "[REDACTED]" [REDACTED] [REDACTED]
Special Term 2	Add new Clause 2.11 : [REDACTED] [REDACTED]

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Special Term 11	<p>Core Terms – add the following provision:</p> <p>“36. Telecoms Expense Management</p> 
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> 
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:</p>  <p>Clauses 10.5.3 to 10.5.7 apply</p>