Further Competition Order Form Template

CALL-OFF REFERENCE: CCNE20A01

THE BUYER: GOVERNMENT PROPERTY AGENCY

BUYER ADDRESS 10 Victoria Street, London SW1H 0NN

SUPPLIER REFERENCE CCNE20A01

THE SUPPLIER: Cinos Limited

SUPPLIER ADDRESS: 4.9 Frimley 4 Business Park, Frimley, Surrey,

GU16 7SG

REGISTRATION NUMBER: 06414023

DUNS NUMBER: N/A

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [01/05/20]. It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S): LOT 8

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 9 (Minimum Standards of Reliability)

- g. Joint Schedule 10 (Rectification Plan)
- h. Joint Schedule 11 (Processing Data)
- i. Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for CCNE20A01

- a. Call-Off Schedule 1 (Transparency Reports)
- b. Call-Off Schedule 3 (Continuous Improvement)
- c. Call-Off Schedule 4 (Call-Off Tender)
- 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 9 (Security)
- h. Call-Off Schedule 10 (Exit Management)
- i. Call-Off Schedule 11 (Installation Works)
- j. Call-Off Schedule 13 (Implementation Plan and Testing)
- k. Call-Off Schedule 14 (Service Levels)
- I. Call-Off Schedule 15 (Call-Off Contract Management)
- m. Call-Off Schedule 18 (Background Checks)
- n. 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)

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

SUPPLY / INSTALL / TRANSFER OF AV & SIGNAGE EQUIPMENT

- CALL-OFF START DATE 04/01/2021
- CALL-OFF EXPIRY DATE 04/07/2021
- CALL-OFF INITIAL PERIOD 1 Year (Includes six months minimum period following by an optional six month extension)

MANAGED SUPPORT (OPTIONAL)

- Initial 6 month period with an option to extend by 6 monthly increments
- Reviewed on a monthly basis

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

3 months minimum period of notice from Buyer

CALL-OFF DELIVERABLES

Please refer to the Statement of Requirement

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.

CALL-OFF CHARGES

Please see details in Call-Off Schedule 5 (Pricing Details)

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

PAYMENT TERMS

The Supplier will be paid in accordance with and upon successful completion of the following milestones:

- 1. Planning
- 2. Design
- 3. BOM received
- 4. Installation
- 5. Knowledge transfer
- 6. Transition

Upon the submission of the invoice the Authority will declare to the Supplier whether all works have been completed successfully and in accordance with the Statement of Requirement. The Authority will then issue payment to the Supplier within 30 days of the declaration of their approval.

For the avoidance of doubt, the invoice for the relevant milestone will not be paid until the Authority is satisfied that the works have been completed satisfactorily.

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: No Staff Transfer

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

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SERVICE LEVELS AND SERVICE CREDITS

Service Levels will be in accordance with those stated in Call-Off Schedule 14 Part A (Short Form Service Levels)

The required Service Maintenance Level: Refer Statement of Requirements

The Service Period is 30 days

PERFORMANCE MONITORING

Will be in accordance with Call-Off Schedule 14 Part A.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

To be provided to the Authority every ten working days from the start of the contract

PROGRESS MEETING FREQUENCY

To be conducted every thirty days

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

All unit price information found within the Suppliers price schedule (Call-Off Schedule 5)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	