**RM3808 Network Services 2 | Crown Commercial copyright**

**Direct award Order Form Template**

**CALL-OFF REFERENCE**: project\_24880 hSo Circuit Migrations

**THE BUYER:** Department for Work and Pensions

**BUYER ADDRESS:** Caxton House, Tothill Street, London SW1H 9NA

**SUPPLIER REFERENCE** ORD-18728-M3R5

**THE SUPPLIER**: HighSpeed Office Ltd

**SUPPLIER ADDRESS**:50 Leman Street London E1 8HQ

**REGISTRATION NUMBER**: 3935705

**DUNS NUMBER**:       **REDACTED**

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 18th March 2022.

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

**CALL-OFF LOT(S):**

Lot 1 - Data Access Services

**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:

**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 hSo Circuit Migrations:**
  + 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 12 (Clustering)
  + Call-Off Schedule 14 (Service Levels)

1. CCS Core Terms (version 3.0.5)
2. 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**

Not applicable when the Call-Off Contract is awarded through a direct award procedure. 

**CALL-OFF START DATE**

To be confirmed once Service goes live via Contract Variation once Circuit Migrations have complete. **REDACTED.**

**CALL-OFF EXPIRY DATE**

24-months from the Service go live date which will be confirmed by Contract Variation once Circuit Migrations have complete.

**CALL-OFF INITIAL PERIOD** 24 Months

**CALL-OFF OPTIONAL EXTENSION PERIOD** 12 Months

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

The Customer shall have the right to terminate this Call-Off Contract by providing at least sixty-five (65) Working Days’ written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date. If the Customer terminates the contract before the initial 24-month term, termination charges will apply.

Once the circuit migrations have complete, the Customer can terminate the following services with sixty-five (65) Working Days’ notice and will not be charged a termination fee.

**REDACTED**

**CATALOGUE SERVICE OFFER REFERENCE**:

RM3808-LOT1-HIGHSPEEDOFFICE-001

**CALL-OFF DELIVERABLES - REDACTED**

**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**

The Total Contract Value of this Call-Off Contract is £242,253.00 plus VAT which totals £290,703.60. This is not committed spend.

The 24-month committed spend as per the Suppliers breakdown charges detailed in **Appendix A** is **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**

BACS Payment.

The Supplier will bill the Buyer quarterly in advance.

**BUYER’S INVOICE ADDRESS: REDACTED**

**BUYER’S AUTHORISED REPRESENTATIVE – REDACTED**

**BUYER’S ENVIRONMENTAL POLICY**

Not Applicable.

**ADDITIONAL INSURANCES**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**GUARANTEE**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**SOCIAL VALUE COMMITMENT**

Not applicable.

**STAFF TRANSFER**

Not applicable.

**QUALITY PLAN**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**MAINTENANCE OF ICT ENVIRONMENT**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (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 when the Call-Off Contract is awarded through a direct award procedure.

**INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not Applicable.

**CLUSTERING**

Not Applicable.

**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).

**SUPPLIER’S AUTHORISED REPRESENTATIVE – REDACTED**

**SUPPLIER’S CONTRACT MANAGER – REDACTED**

**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 when the Call-Off Contract is awarded through a direct award procedure.

**KEY STAFF**

Not applicable.

**KEY SUBCONTRACTOR(S)**

Not applicable.

**COMMERCIALLY SENSITIVE INFORMATION**

The Supplier’s break down of charges should not be published, only the Total Contract Value.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED** | Signature: | **REDACTED** |
| Name: | **REDACTED** | Name: | **REDACTED** |
| Role: | Managing Director | Role: | Networks Commercial Lead |
| Date: | 24/03/2022 | Date: | 21/03/2022 |

**Appendix A – Breakdown of Charges - REDACTED**