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## PART A: Further Competition Order Form Template

**CALL-OFF REFERENCE:**  CCNE21A02

**THE BUYER:**  Government Property Agency

**BUYER ADDRESS:** REDACTED

**SUPPLIER REFERENCE:** REDACTED

**THE SUPPLIER:**  Exponential-e Limited

**SUPPLIER ADDRESS:** Exponential-e Ltd 100 Leman Street, London E1 8EU

**REGISTRATION NUMBER:**  REDACTED

**DUNS NUMBER:** REDACTED

**SID4GOV ID:** REDACTED

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04/02/2022.

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

### CALL-OFF LOT:

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 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for RM3808 CCNE21A02
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)]
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.4)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 22 (Supplier-Furnished Terms)
4. 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

Not Applicable.

**CALL-OFF START DATE** 04/02/2022

**CALL-OFF EXPIRY DATE** 03/02/2025

**CALL-OFF INITIAL PERIOD**  36 Months.

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

### MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 Days.

### CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

### 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 £800,000.00.

### CALL-OFF CHARGES

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

Not recoverable. All prices are to be submitted inclusive of expenses and exclusive of VAT.

### PAYMENT METHOD

Invoice will be raised as laid out below.

### BUYER’S INVOICE ADDRESS

Invoices will be sent to:

REDACTED

### BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

### BUYER’S ENVIRONMENTAL POLICY

Available upon request.

### ADDITIONAL INSURANCES

Not applicable.

### GUARANTEE

REDACTED

### 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

### QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within 20 Working Days.

### MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within 20 Working Days.

### 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 B (Long Form Security Requirements) applies.

### BUYER’S SECURITY POLICY

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies.

### INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires a bespoke ISMS.

### CLUSTERING

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

The Service Period is 1 Month.

### PERFORMANCE MONITORING

Additional performance monitoring required:

See Call-Off Schedule 14 Part C Annex 1.

### SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

### SUPPLIER’S CONTRACT MANAGER

REDACTED

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as agreed by the Authority.

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as agreed by the Authority.

### OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed below:

REDACTED

### KEY STAFF

See Call-Off Schedule 7 (Key Supplier Staff).

### KEY SUBCONTRACTOR(S)

Not applicable

### 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: | **REDACTED** | Role: | **REDACTED** |
| Date: |  | Date: |  |