# **Order Form Template**

CALL-OFF REFERENCE: Voice 2 Voice – NPS Telephony

THE BUYER: Ministry of Justice

BUYER ADDRESS 10 South Colonnade, Canary Wharf London E14

4PU

SUPPLIER REFERENCE [REDACTED]

THE SUPPLIER: Voice 2 Voice Limited

SUPPLIER ADDRESS: 3 Harbour Exchange Square, London, England,

E14 9GE

REGISTRATION NUMBER: 04785166

DUNS NUMBER: **735224219** 

SID4GOV ID: N/A

This Order Form, when completed and executed by both parties, forms a Call-off contract for standard services.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25<sup>th</sup> June 2024.

It is issued under the Framework Contract with the reference number RM6116 for the provision of Network Services

CALL-OFF LOT(S):

[REDACTED]

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### 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) RM6116
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6116
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6116
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details vFinal)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
- 7. Call-Off schedule 25 (Supplier Operational Terms)

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:

### [REDACTED]

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CALL-OFF START DATE: 26<sup>th</sup> June 2024

CALL-OFF EXPIRY DATE: 25<sup>th</sup> June 2026

CALL-OFF INITIAL PERIOD: 2 Year

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 12-month periods

### MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums.

The notice period for the Buyer is a maximum of 90 days from the date of written notice for Ending without cause.

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# CALL-OFF DELIVERABLES VIA A COMPLIANT CALL-OFF OF STANDARD SERVICES

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

### MAXIMUM LIABILITY

### [REDACTED]

The total call-off contract value with the 2 optional extension periods is £ 2,720,000 (excluding VAT)

**CALL-OFF CHARGES** 

Charges for the Deliverables:

### [REDACTED]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier.

REIMBURSABLE EXPENSES

None

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PAYMENT METHOD

### [REDACTED]

**BUYER'S INVOICE ADDRESS:** 

**BUYER'S INVOICE ADDRESS:** 

3rd Floor, 10 South Colonnade, Canary Wharf | London E14 4PU

### BUYER'S AUTHORISED REPRESENTATIVE

### [REDACTED]

**BUYER'S ENVIRONMENTAL POLICY** 

Supplier will operate in accordance with its own Environmental Policy

### **BUYER'S SECURITY POLICY**

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

## SUPPLIER'S AUTHORISED REPRESENTATIVE

### [REDACTED]

# SUPPLIER'S CONTRACT MANAGER REDACTED

PROGRESS REPORT FREQUENCY

Refer to Schedule 20

PROGRESS MEETING FREQUENCY

Refer to Schedule 20

**KEY STAFF** 

Buyer guidance: Review Call-Off Schedule 7 (Key Supplier Staff)] [Insert Not

Applicable] Or

[N/A]

KEY SUBCONTRACTOR(S)

N/A

### COMMERCIALLY SENSITIVE INFORMATION

### [REDACTED]

SERVICE CREDITS

Not applicable

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ADDITIONAL INSURANCES

Not applicable

**GUARANTEE** 

Not applicable

SOCIAL VALUE COMMITMENT

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:	[REDACTED]	Date:	[REDACTED]

### Schedules:

• Joint Schedule 1 (Definitions and Interpretation)

[REDACTED]

• Joint Schedule 2 (Variation Form)

[REDACTED]

Joint Schedule 3 (Insurance Requirements)

[REDACTED]

• Joint Schedule 4 (Commercially Sensitive Information)

[REDACTED]

• Joint Schedule 10 (Rectification Plan)

[REDACTED]

Joint Schedule 11 (Processing Data)

[REDACTED]

Call-Off Schedule 1 (Transparency Reports)

[REDACTED]

Call-Off Schedule 2 (Staff Transfer)

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### [REDACTED]

• Call-Off Schedule 3 (Continuous Improvement)

### [REDACTED]

• Call-Off Schedule 6 (ICT Services)

### [REDACTED]

Call-Off Schedule 7 (Key Supplier Staff)

### [REDACTED]

• Call-Off Schedule 9 (Security)

### [REDACTED]

• Call-Off Schedule 11 (Installation Works)

### [REDACTED]

• Call-Off Schedule 16 (Benchmarking)

### [REDACTED]

• Call-Off Schedule 18 (Background Checks)

### [REDACTED]

Call-Off Schedule 20 (Call-Off Specification)

### [REDACTED]

• Joint Schedule 5 (Corporate Social Responsibility) RM6116

### [REDACTED]

• Call-Off schedule 25 (Supplier Operational Terms)

### [REDACTED]