

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

PART B: Direct award Order Form Template

CALL-OFF REFERENCE:	Gamma NPS Telephony (2021)
THE BUYER:	The Secretary of State for Justice
BUYER ADDRESS:	102 Petty France, London SW1H 9AJ
SUPPLIER REFERENCE	0066700000r2sYh/SO136A
THE SUPPLIER:	Gamma Telecom Ltd
SUPPLIER ADDRESS:	5 Fleet Place, London, EC4M 7RD
REGISTRATION NUMBER:	4340834
DUNS NUMBER:	42-353-1354
SID4GOV ID:	423531354

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25 June 2021

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

CALL-OFF LOT(S):

Lot 3 – Traditional Telephony 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 10 (Rectification Plan)
- Call-Off Schedules for **Gamma NPS Telephony (2021)**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 20 (Call-Off specification)
- 4. CCS Core Terms (version 3. 0.4)
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 6. Call-Off Schedule 22 (Supplier-Furnished Terms)
- 7. 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 when the Call-Off Contract is awarded through a direct award procedure.

CALL-OFF START DATE 26th June 2021

CALL-OFF EXPIRY DATE 25th June 2024

CALL-OFF INITIAL PERIOD 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD two periods of upto 12 months each

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

“The Authority is still defining the NPS estate, services and buildings in use, after 1 Oct 2021, the Authority, may at its option, giving 60 days’ notice, request lines be discontinued, this request shall not be unreasonably refused. Cessation of lines shall in no event exceed 25%, by value, of the total annual value of the contract. At the end of year 1 the Authority may cancel the service, or elect to extend the contract.

CATALOGUE SERVICE OFFER REFERENCE SO136A

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. Clause 11.2 shall apply to the liability of the Supplier pursuant to Clause 14 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £33,000 Ex Vat

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

PAYMENT METHOD

The Buyer shall make payment to the Supplier within 30 days of receipt of a valid invoice by the Buyer at its nominated address for invoices;

Unless otherwise agreed in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

BUYER'S INVOICE ADDRESS:

In accordance with SSCL instructions

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

Not applicable

QUALITY PLAN

In line with Call-Off Schedule 6 (ICT Services)

MAINTENANCE OF ICT ENVIRONMENT

In line with Call-Off Schedule 6 (ICT Services)

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

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Call-Off Schedule 14 Part B

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 2 08:00 - 18:00 Monday to Saturday excluding public and bank holidays

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]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Weekly or as agreed with the customer

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as agreed with the customer

OPERATIONAL BOARD

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4

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]