Further Competition Order Form Template

CALL-OFF REFERENCE: PROC 399-2022 Unified Communications

Services

THE BUYER: Completion and Markets Authority

BUYER ADDRESS The Cabot 25 Cabot Square, London, E14 4QZ

SUPPLIER REFERENCE 0066700000ql6nN

THE SUPPLIER: Gamma Telecom Ltd

SUPPLIER ADDRESS: The Scalpel, 18th Floor, 52 Lime Street, London,

EC3M 7AF, United Kingdom

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 **16/12/2022** It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 5: (IP telephony)

Lot 13: Contact Centre 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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for PROC 399-2022

- Call-Off Schedule 1 (Transparency Reports)
- o Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- o Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- o Call-Off Schedule 9 (Security)
- o Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
- o Call-Off schedule 13 (Implementation Plan and Testing)
- o Call-Off Schedule 14 (Service Levels)
- o Call-Off Schedule 15 (Call-Off Contract Management)
- o 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 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 START DATE 19 December 2022

CALL-OFF EXPIRY DATE 18 December 2024

CALL-OFF INITIAL PERIOD 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 1x 12 month periods

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Three (3) months minimum period of notice

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 £122,305.80

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.

| Recurring | | |
|-----------|------------------------------------------------------------------------------|--|
| or One | | |
| Off | Service description | |
| | Implementation costs | |
| one off | Project Manager | |
| one off | Service Delivery Consultant | |
| one off | Go Live Support | |
| one off | Remote Training - 1 Hour | |
| one off | Compliance - Customer's Documentation | |
| one off | Project Management for the Integration of Contact Centre with Core Telephony | |
| one off | High Level Design | |
| one off | Basic Call Configuration | |
| one off | Number Assignment | |
| one off | Acceptance Testing | |
| one off | Project Management | |
| one off | Porting Charges | |
| one off | Floor Walking | |
| one off | Brief the IT Admin | |
| | | |
| | Core telephony ongoing costs | |

| Recurring | Microsoft Teams Operator Connect licences |
|-----------|-----------------------------------------------------------------------------------------|
| Recurring | Minutes Bundle for outbound calls to UK Local and National numbers, and UK Main Mobiles |
| Recurring | No charge to host DDI's on the platform |
| | |
| | Contact Centre ongoing costs |
| Recurring | Voice Agent |
| Recurring | Supervisor uplift |
| Recurring | Admin Licence |
| Recurring | Wallboard |
| Recurring | Support |
| | |
| | Charges based on usage |
| Based on | |
| usage | Anticipated Contact Centre and out of bundle call charges |

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

- The frequency of invoicing is monthly in arrears via BACS
- All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO included.

BUYER'S INVOICE ADDRESS:

Accounts Payable

invoices@cma.gov.uk

The Cabot

25 Cabot Square,

London,

E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Not applicable

ADDITIONAL INSURANCES

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

Not applicable

QUALITY PLAN

Not applicable

MAINTENANCE OF ICT ENVIRONMENT

Not applicable

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) applies

BUYER'S SECURITY POLICY

Not Applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable]

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

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 4

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

The Service Period is one (1) calendar month as per the same invoice period.

PERFORMANCE MONITORING

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



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

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:

- Members: To Be Agreed
- Frequency: Monthly
- · Location: MS teams and in person biannual.
- Start Date: Commence month after achievement of all millstones.

KEY STAFF

In accordance with Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

Cirrus Response Limited

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

