

Further Competition Order Form Template

CALL-OFF REFERENCE: CEFAS21-84 WAN/RAS Services
THE BUYER: Cefas
BUYER ADDRESS Pakefield Road, Lowestoft, Suffolk, NR33 0HT
SUPPLIER REFERENCE 0066900001KcK55
THE SUPPLIER: Exponential-e Limited
SUPPLIER ADDRESS: 100 Leman Street, London, E1 8EU
REGISTRATION NUMBER: 04499567
DUNS NUMBER: 640961145
SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th November 2021.

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

- Call-Off Schedules for CEFAS21-84.
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
- 4. CCS Core Terms (version 3.0.5)
- 5. 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

Please see Appendix A as agreed within CCS Framework Award Form signed on 31 July 2019

CALL-OFF START DATE 01 December 2021

CALL-OFF EXPIRY DATE 30 November 2024

CALL-OFF INITIAL PERIOD 3 years

CALL-OFF OPTIONAL EXTENSION PERIOD 5 x periods of up to 12 Months each

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 (60) Working Days' written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date

CALL-OFF DELIVERABLES

Item	Site	Description	Delivery Date
WAN	Weymouth, DT4 8UB	2 x 1Gbps bandwidth over 1Gbps ethernet over fibre bearer (active/passive - BTRo2) 2 x Fully Managed Routers On-site Installation Insight Advanced QoS Standard	30 April 2022

	Lowestoft, NR33 0HT	1 x 2Gbps bandwidth over 10Gbps ethernet over fibre bearer (active) 1 x 1Gbps bandwidth over 1Gbps ethernet over fibre bearer (passive) 2 x Fully Managed Routers On-site Installation Insight Advanced QoS Standard	30 April 2022
	Non-site	Service Management - 1 day per month Project Management - 6 person days Azure ExpressRoute - 1Gbps Solutions Consultant - training – 1 person day Engineering time - out of hours - 4 person hours NNI - Cross Connect 10Gbps port inc. SFP	30 April 2022
RAS / Firewalls	Enfield DC, EN1 1TX	Firewall - Fortigate 200F Firewall Implementation FortiClient Remote Access Shared Colocation - 1U, 1Amp Cross Connect - 10Gbps Shared Colocation - 1U, 1Amp Cross Connect - 10Gbps 2Gbps Bandwidth Solutions Consultant - configuration - 1 person day FortiGate SFPs	30 April 2022

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.



CALL-OFF CHARGES

Item	Site	Description	One-Off	Annual
WAN	Weymouth DT4 8UB	Primary 1Gbps - BT Ro2 (Active)	████	██████
		Primary Router	████	████
		Secondary 1Gbps - BT Ro2 (Passive)	████	██████
		Secondary Router	████	████
		Onsite Install	████	██
		Onsite Install	████	██

	Lowestoft, NR33 0HT	Insight	█	█	
		QoS	█	█	
		Primary 10Gbps - Virgin Media (Active)	████	████	
		Primary Router	████	████	
		Secondary 1Gbps – BTW (Passive)	██	████	
		Secondary Router	██	██	
		Onsite Install	██	█	
		Onsite Install	██	█	
		Insight	█	██	
		QoS	█	██	
	Non-site	Service Management - 1 day per month	█	████	
		Project Management – 6 person days	████	█	
		Azure ExpressRoute - 1Gbps	██	████	
		Solutions Consultant – training 1 person day	██	█	
		Engineering time - out of hours 4 person hours	██	█	
		NNI - Cross Connect	██	██	
		10Gbps port inc. SFP	██	██	
	RAS / Firewalls	Enfield DC, EN1 1TX	Firewall - Fortigate 200F	██	████
			Firewall Implementation	████	█
FortiClient Remote Access			████	████	
Shared Colocation - 1U, 1Amp			██	████	
Cross Connect - 10Gbps			██	██	
Shared Colocation - 1U, 1Amp			██	████	
Cross Connect - 10Gbps			██	██	
2Gbps Bandwidth			█	████	
Solutions Consultant - configuration 1 person day			██	█	
FortiGate SFPs			██	█	
Total			████	████	

First year charges: █

Total contract value: █

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

Payment via BACS

BUYER'S INVOICE ADDRESS: Cefas, Pakefield Road, Lowestoft, Suffolk, NR33
0HT finance@cefas.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

Emma Roberts, Procurement Manager, procure@cefas.co.uk

BUYER'S ENVIRONMENTAL POLICY

Available online at: Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science) www.cefas.co.uk

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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

Not applicable

MAINTENANCE OF ICT ENVIRONMENT

As described in Schedule 8 and Schedule 9.

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

CPP014 Policy -
Information Security

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

In accordance with Call-Off Schedule 14 (Service Levels)

Service Credits will accrue in accordance with Call-Off Schedule 14 Part A (Short 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 1 Month(s)

PERFORMANCE MONITORING

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly – during the first Working Week of each quarter

OPERATIONAL BOARD

Not Applicable

KEY STAFF



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

Pricing

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Afshin Attari	Name:	Emma Roberts
Role:	Director – Public Sector and Unified Communications	Role:	Procurement Manager, Cefas
Date:	30 November 2021	Date:	01 December 2021

Appendix A

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11 : “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – Delete the Clause
Special Term 4	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply.”
Special Term 7	Core Terms Clause 11.2 – amend “£5 million” to “£1 million”
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with: “The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11.”

Special Term 9	<p>Core Terms 14.5 – delete the Clause and replace with:</p> <p>“The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer’s requirements in respect of Call-Off Schedule 9.”</p>
Special Term 10	<p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause :</p> <p>“If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began.”</p>
Special Term 11	<p>Core Terms – add the following provision:</p> <p>“36. Telecoms Expense Management</p> <p>The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential).”</p>
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> <p>10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.</p>
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:</p> <p style="padding-left: 40px;">the Buyer must promptly pay all outstanding Charges incurred to the Supplier</p> <p style="padding-left: 40px;">the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is</p>

	limited to the total sum payable to the Supplier if the Contract had not been terminated Clauses 10.5.3 to 10.5.7 apply
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