



## Call-Off Contract

**Framework Number: ITC11445 – Reseller and Associated Services**  
**Request Form Number: ICT12564 / ITC11445/293 IT Hardware (Network Switches and Routers) support and Maintenance contract**

**THIS CALL-OFF CONTRACT is made Wednesday, 26 October 2016**

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### **BETWEEN:**

- (1) The Greater London Authority (“**the Contracting Body**”); and
- (2) Insight Direct (UK) LTD, a company registered in England and Wales (Company Registration Number 2579852) whose registered office is at The Technology Building, Insight Campus, Terry Street, Sheffield, Yorkshire, South Yorkshire S9 2BU (“**The Service Provider**”).

### **RECITALS:**

A. The Contracting Body and the Service Provider have entered into an agreement dated August 2014 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body (“**the Framework Agreement**”).

B. The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

### **THE PARTIES AGREE THAT:**

#### **1. CALL-OFF CONTRACT**

1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.

1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

#### **2. DELIVERABLES**



2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under ~~this Call-Off Contract or the Framework Agreement due to any misinterpretation or misunderstanding~~ by the Service Provider of any fact relating to the Deliverables to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]

2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Body under this Call-Off Contract.

### **3. CALL-OFF TERM**

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Framework Agreement.

### **4. CHARGES**

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

### **5. CALL-OFF CO-ORDINATOR / COMMERCIAL MANAGER AND KEY PERSONNEL**



The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

**SIGNED**

For and on behalf of Insight Direct (UK) LTD.

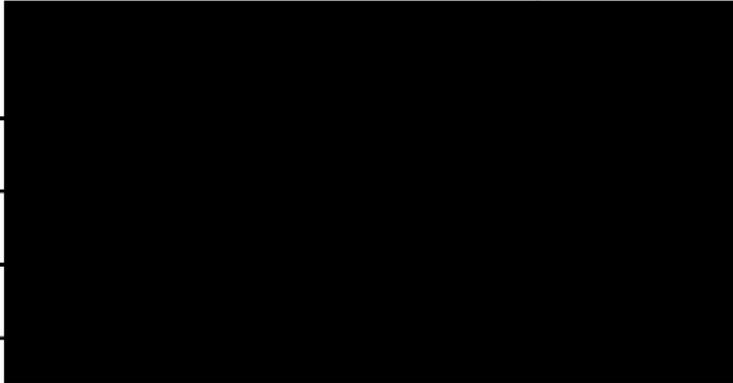
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Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SIGNED**

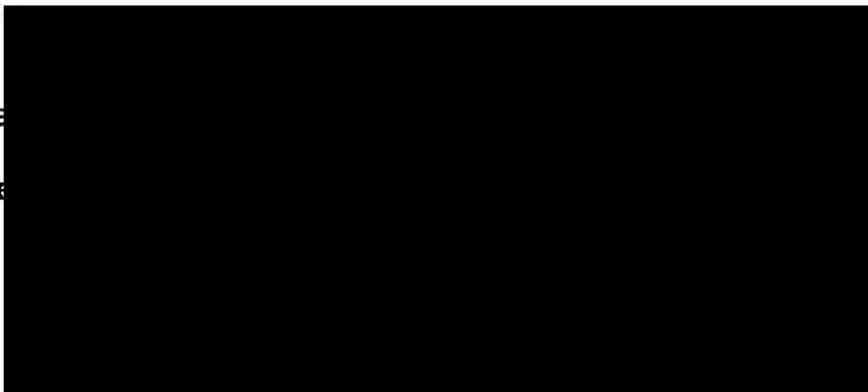
For and on behalf of the Greater London Authority

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## Attachment 1

### Deliverables to be provided and associated information

#### 1. Requirement

The Authority's aim is to receive an integrated and effective support service that will ~~provide the organisation with a stable managed IT environment from which to~~ support its growing and expanding requirements.

A key requirement is to replicate as closely as possible the current service support levels and to have the support provided by an organisation **accredited by the equipment manufacturers** at an appropriate level.

These are set out in the attached Kit List.



GLA Brocade Kit List -  
renewal 2016.xlsx

A bi annual (i.e. every six months) Network health check is required to ensure that the equipment is operating and configured optimally and that patching is up to date.

The key service deliverables are:

- Hardware maintenance – Diagnose faults, onsite repairs, swap outs (where feasible)
- Software support inclusive of telephone support and onsite fixes.
- Efficient call logging and call management system to record calls from incidents through to resolutions.
- Efficient and effective contract administration
- Highly skilled staff and the capacity to achieve agreed Service Level Agreement's
- Implementation of regular service reviews & contract management meetings.
- A dedicated accounts manager/service team
- Effective transparent escalation procedure and policy.
- Experienced, skilled and knowledgeable field engineers providing timely response and resolution.
- Fast and efficient access to spares/parts

Change Administration/Management. The Supplier will be expected to provide details on the change management processes required for incorporating projects through to individual changes to the environment.

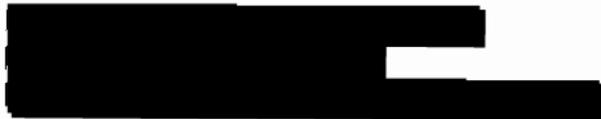
The supplier will be expected to provide detail showing how the changes will be documented in terms of administration and any credit/invoice variances.



The supplier will be expected to monitor warranty expiry dates and run these in unison with the contract to ensure that the GLA receive an uplifted level of support on all hardware that may require a more critical level of service.

A working document will be created, that will be updated as and when variations to the contract take place. The content of this working document will be discussed at the initial account review meeting with the Account Manager (engagement meeting)

TfL Account Manager at Redcentric. Contact details below:



## 2. Timetable

Commencement Date: 01 November 2016

Term of the Call-Off Contract: 2 years.

## 3. Charges

	Price £
<b>Total</b>	

Items identified as required for the Bronze and Gold levels of service respectively are identified in attached kit list.



GLA Brocade Kit List -  
renewal 2016.xlsx

## 4. Special Conditions

To achieve flexibility, it is required that there is a bi-annual informal meeting with the GLA and the Supplier to consider the need of the GLA to reduce usage. The requirement will be on the Supplier to make reasonable endeavours to be flexible to the GLA's business requirements

The Supplier will, on a bi-annual basis, provide a Network health check to ensure that the equipment is operating and configured optimally and that patching is up to date.

## 5. The Contracting Body's Call-Off Co-ordinator:



**Name:**  
**E-mail address:**  
**Telephone:**



Attachment 2

**Service Provider Proposal**

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Insight Quote -  
Redcentric.docx