

## Further Competition Order Form

**CALL-OFF REFERENCE:** DN 626411  
**THE BUYER:** London Borough of Croydon  
**BUYER ADDRESS:** Bernard Weatherill House  
8 Mint Walk  
Croydon  
CR0 1EA  
**SUPPLIER REFERENCE:** RM3808\_CRO001  
**THE SUPPLIER:** The AdEPT Technology Group  
**SUPPLIER ADDRESS:** One Fleet Place, London, EC4M 7WS  
**REGISTRATION NUMBER:**   
**DUNS NUMBER:**   
**SID4GOV ID:** N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24th February 2023.

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

### CALL-OFF LOT(S):

CCS Framework RM3808 Network Services 2, Lot 1: Data access services and Lot 2: Local connectivity 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 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)

## **RM3808 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

London Borough of Croydon

- Joint Schedule 11 (Processing Data)
  - [Call-Off Schedule 2 (Staff Transfer)]
  - [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 10 (Exit Management)]
  - Call-Off Schedule 11 (Installation Works)
  - [Call-Off Schedule 13 (Implementation Plan and Testing)]
  - Call-Off Schedule 14 (Service Levels)
  - [Call-Off Schedule 15 (Call-Off Contract Management)]
  - [Call-Off Schedule 16 (Benchmarking)]
  - [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 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**

The following Special Terms are incorporated into this Call-Off Contract:

#### **Step-In Rights**

1. Without prejudice to the Buyer's other rights and remedies under this Call-Off Contract and at law, if an Insolvency Event occurs or is likely to occur soon (in the opinion of the Buyer, acting reasonably), the Buyer shall have the right to step-in and contract directly with Key Subcontractors ("Step-In").
2. The Buyer shall issue a Step-In notice to the Supplier and the Supplier shall, within one Working Day, procure the assignment or novation of the Key Subcontracts to the Buyer.
3. The Supplier shall procure that Key Subcontracts are capable of assignment and/or novation to the Buyer immediately upon notice.
4. It shall be at the sole discretion of the Buyer, acting reasonably, whether the Key Subcontracts are to be assigned or novated to the Buyer when exercising Step-In rights.
5. The Supplier shall immediately notify the Buyer on becoming aware of a possible Insolvency Event.
6. The Supplier shall use all reasonable endeavors to assist the Buyer and facilitate Step-In.

**CALL-OFF START DATE**

24<sup>th</sup> January 2023

**CALL-OFF EXPIRY DATE**

23<sup>rd</sup> January 2028

Framework Ref: RM3808  
Project Version: v1.0\_10 Lot 6 2  
Model Version: v3.1

**RM3808 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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**CALL-OFF INITIAL PERIOD** 5 years

**CALL-OFF OPTIONAL EXTENSION PERIOD** Not Applicable

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

Termination without reason not applicable

**CALL-OFF DELIVERABLES**

Also see details in Call-Off Schedule 20 (Call-Off Specification)

The London Borough of Croydon is looking for a lead Supplier to deliver IT network connectivity services for a maximum contract period of 5 years with connections live by 31/3/23.

Please refer to Volume 3 Tender Response Document.

A new supplier to provide the following core requirements:

Provision of IT Network Connectivity Services which include but are not limited to the following:

- Internet circuit with a single Wi-fi access point.
- Internet circuit with IPSEC VPN connecting to the corporate network.
- VPN configuration – joint ownership.
- Direct internet circuits to all sites.

The duration of the contract is for 5 years.

**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 [REDACTED] Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here.

**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

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**PAYMENT METHOD**

Monthly invoicing by BACS.

Payment will be monthly in arrears for service delivery.

Payment will be monthly in advance only for circuits and hardware. Hardware will become the ownership of Croydon Council.

Invoices should be sent to [accountspayable@croydon.gov.uk](mailto:accountspayable@croydon.gov.uk) If supplier signs up to become a premier supplier, it would be [e.invoice@croydon.gov.uk](mailto:e.invoice@croydon.gov.uk)

**BUYER'S INVOICE ADDRESS**

Accounts Payable  
Bernard Weatherill House  
8 Mint Walk  
Croydon  
CR0 1EA

**BUYER'S AUTHORISED REPRESENTATIVE**



Bernard Weatherill House  
8 Mint Walk  
Croydon  
CR0 1EA

**BUYER'S ENVIRONMENTAL POLICY**

Available online at: <https://www.croydon.gov.uk/environment/sustainable-development>

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

NOT NEEDED

**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) Please

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**STAFF TRANSFER**

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply [where applicable]:  
[The Council believes there will be no TUPE on start date]  
[Part C (No Staff Transfer on Start Date)]  
[Part D (Pensions)]  
[ - Part D Annex D3 (LGPS)]  
[ - Part D Annex D4 (Other Schemes)] D1 (CSPS), D2 (NHSPS), or D3 (LGPS)].  
[Part E (Staff Transfer on Exit) will apply to every Contract]

**QUALITY PLAN**

The Supplier must provide the Buyer with a Quality Plan within **30** Working Days

**MAINTENANCE OF ICT ENVIRONMENT**

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within 30 Working Days

**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**

Review Call-Off Schedule 9 (Security)

Security Policy Compliance required:

Yes

**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 Service Levels and Service Credits)]

The required Service Maintenance Levels are Level 1 and Level 4

**RM3808 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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Review Call-Off Schedule 14 (Service Levels)

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

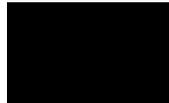
The Service Period is 60 months

**PERFORMANCE MONITORING**

Additional performance monitoring required: Yes

Appended at Call-Off Schedule 14 Part C Annex 1

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



AdEPT Technology Group plc, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS

**SUPPLIER'S CONTRACT MANAGER**



AdEPT Technology Group plc, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS

**PROGRESS REPORT FREQUENCY**

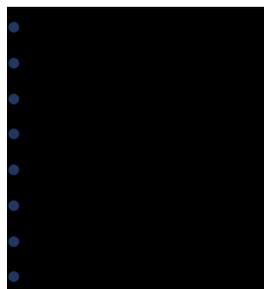
On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Monthly as set out in call off schedule 15.

**OPERATIONAL BOARD**

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, the board meetings will be held monthly via face to face or virtual meetings and include some or all of the following representatives;



**KEY STAFF**

Review Call-Off Schedule 7 (Key Supplier Staff)] NOT NEEDED

**RM3808 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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**KEY SUBCONTRACTOR(S)**

██████████

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	24.02.23	Date:	24.02.23