

Direct Award Order Form

CALL-OFF REFERENCE: project_5372

THE BUYER: The Secretary of State for the Department of Education

BUYER ADDRESS: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

SUPPLIER REFERENCE: REDACTED

THE SUPPLIER: Gamma Telecom Ltd

SUPPLIER ADDRESS: 5 Fleet Place, London, EC4M 7RD

REGISTRATION NUMBER: 04340834

DUNS NUMBER: 42-353-1354

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 14/07/2021.

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 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 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **project_5372**
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
 - 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 SPECIAL TERMS:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

CALL-OFF START DATE:	14/07/2021
CALL-OFF EXPIRY DATE:	13/07/2024
CALL-OFF INITIAL PERIOD:	3 years, 0 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	2 years, 0 months (1 year extension + 1 year extension)

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION:

The Buyer has the right to terminate the Call-Off Contract at any time by giving the Supplier not less than 90 days' written notice.

CATALOGUE SERVICE OFFER REFERENCE:

Gamma's Cloud IP PBX Telephony Service, Horizon (Reference: **RM3808-Lot5-Gamma-SO140B**).

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 **REDACTED**.

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 when the Call-Off Contract is awarded through a direct award procedure.

PAYMENT METHOD:

The Supplier shall submit electronic invoices directly to the billing addresses identified within this Order Form. The Supplier shall invoice the Buyer for the Services in accordance with Call-Off Schedule 5 (Pricing Details). Payment to be made by BACS.

BUYER'S INVOICE ADDRESS:

Invoices to be sent electronically to **REDACTED**. All invoices must include a valid Purchase Order number.

A copy of all invoices should also be sent to the Buyer's service management team. This is currently:

- **REDACTED**
- **REDACTED**
- **REDACTED**

Should the service management team change at any point during the term of the Call-Off Contract, the Buyer will notify the Supplier of the applicable amendments to contact details.

BUYER'S AUTHORISED REPRESENTATIVE:

REDACTED

BUYER'S ENVIRONMENTAL POLICY:

Not applicable.

ADDITIONAL INSURANCES:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT:

Not applicable.

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)

QUALITY PLAN:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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:

Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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) Month.

SUPPLIER'S AUTHORISED REPRESENTATIVE:

REDACTED

SUPPLIER'S CONTRACT MANAGER:

REDACTED

PROGRESS REPORT FREQUENCY:

As described in Call-Off Schedule 1 (Transparency Reports).

PROGRESS MEETING FREQUENCY:

Quarterly on dates as agreed by the Parties throughout the term of the Call-Off Contract.

OPERATIONAL BOARD:

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF:

For the Buyer:

REDACTED

For the Supplier:

REDACTED

KEY SUBCONTRACTOR(S):

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION:

See details in Joint Schedule 4 (Commercially Sensitive Information).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	General Counsel	Role:	Associate Commercial Specialist – Senior Category Manager
Date:	14/07/2021	Date:	14/07/2021