# PART B: RM3808 Direct Award Order Form

# **Section A**

**BUYER'S CALL-OFF REFERENCE** 

SUPPLIER'S CALL-OFF REFERENCE [REDACTED]

**THE BUYER** The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, London SW1H 9AJ

**SUPPLIER REFERENCE(S)** 

Service Offer(s) [REDACTED]

Price Card(s) [REDACTED]

THE SUPPLIER: British Telecommunications PLC

**SUPPLIER ADDRESS**: One Braham, Braham St, London E1 8EE

**REGISTRATION NUMBER**: 1800000

**DUNS NUMBER**: 22 701 5716

SID4GOV ID: N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and the date will be the date on which the final Party has signed the Contract. It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

# CALL-OFF LOT(S):

Lots 1 and 2

BT Validation Ref: 118

# **Section B**

# **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:

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Model Version: v3.3 (BT 4Mar22)

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- 1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation)
- 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 the Service Offer(s) recorded in Section A

- 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 14 (Service Levels)
- o Call-Off Schedule 19 (Scottish Law)
- 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.

# **Section C**

# **CALL-OFF SPECIAL TERMS**

Not applicable to Direct Award

**CALL-OFF START DATE** is the date on which the final Party has signed the Contract.

**CALL-OFF EXPIRY DATE** is the date on which the Initial Period of the Contract ends.

CALL-OFF INITIAL PERIOD 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD None

#### CALL-OFF SERVICE PERIOD\* 36 Months

"Service Period" means the period starting on the Call-Off Start Date and ending on the Call-Off Expiry Date or Call-Off Optional Extension Period, as applicable.

# MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Unless otherwise stated in the Service Offer price card(s), in accordance with paragraph 10.3.2 of the Core Terms, the Buyer has the right to terminate this Call-Off

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Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice.

# **CATALOGUE SERVICE OFFER REFERENCE(S)**:

As recorded in Section A.

# **Section D**

#### **CALL-OFF DELIVERABLES**

This call-off covers four distinct requirements, all within the scope of RM3808.

1. Provision of 10GB BTnet resilient internet access circuits, associated wired and wireless LAN equipment, including installation, maintenance, and secure service management for HMP Bullingdon and HMP Woodhill.

# [REDACTED]

#### **MAXIMUM LIABILITY**

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

#### [REDACTED]

#### **CALL-OFF CHARGES**

See Charges breakdown in embedded Excel sheet below which serves the purpose of Call-Off Schedule 5 (Pricing Details).

#### [REDACTED]

# Total Call-Off Contract Charges - £4,203,250.22

Any 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.

# Section E

#### REIMBURSABLE EXPENSES

Not recoverable

#### **PAYMENT METHOD**

**BACS** 

# **BT "ONEBILL" NUMBER**

#### [REDACTED]

#### **BUYER'S INVOICE ADDRESS:**

Name: SSCL – Her Majesty's Prisons & Probation Service

Tel.

Email address:

Address: P O Box 745, Newport, Gwent NP10 8ZF

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# **BUYER'S AUTHORISED REPRESENTATIVE**

# [REDACTED]

# **Section F**

# **BUYER'S ENVIRONMENTAL POLICY**

Not Applicable.

# **ADDITIONAL INSURANCES**

Not Applicable.

#### **GUARANTEE**

Not Applicable.

# **SOCIAL VALUE COMMITMENT**

This is a Direct Award Order, accordingly there is no Call Off Tender.

#### STAFF TRANSFER

Not Applicable.

#### **QUALITY PLAN**

Not Applicable.

# MAINTENANCE OF ICT ENVIRONMENT

Not Applicable.

# **BUSINESS CONTINUITY AND DISASTER RECOVERY**

See BT Business Continuity & Disaster Recovery Plan attached below in as PDF.

# [REDACTED]

#### **SECURITY REQUIREMENTS**

See BT Security Management Plan attached below as PDF.

# [REDACTED]

# **BUYER'S SECURITY POLICY**

Not Applicable

#### **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

See BT Security Management Plan attached above.

# **CLUSTERING**

Not Applicable

#### SERVICE LEVELS AND SERVICE CREDITS

Where applicable, this will be stated in Section 4, "Service Level Agreement" of the relevant Service Offer(s)

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# **Section G**

# SUPPLIER'S AUTHORISED REPRESENTATIVE REDACTED

# SUPPLIER'S CONTRACT MANAGER REDACTED

# **Section H**

# PROGRESS REPORT FREQUENCY

Not Applicable

# PROGRESS MEETING FREQUENCY

Not Applicable

# **OPERATIONAL BOARD**

Not Applicable

#### **KEY STAFF**

Not Applicable

# **KEY SUBCONTRACTOR(S)**

None

# **COMMERCIALLY SENSITIVE INFORMATION**

Data in the Price Card(s) recorded in Section A.

The Service Description, Conditions on the Buyer, Outline Implementation Plan, and Service Level Agreement applicable to the delivery of the Service(s) and the associated pricing are as set out in the Supplier's Service Offer with reference code(s) as recorded in Section A

The Buyer consents to the transfer to and processing of data in the UK.

| For and on behalf of the Supplier: |            | For and on behalf of the Buyer: |            |
|------------------------------------|------------|---------------------------------|------------|
| Signature:                         | [REDACTED] | Signature:                      | [REDACTED] |
| Name:                              | [REDACTED] | Name:                           | [REDACTED] |
| Role:                              | [REDACTED] | Role:                           | [REDACTED] |
| Date:                              | [REDACTED] | Date:                           | [REDACTED] |

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