

The Further Competition Order Form

CALL-OFF REFERENCE: SR518798606

THE BUYER: The Commissioners for Her Majesty's Revenue and Customs

BUYER ADDRESS 100 Parliament Street, London SW1A 2BQ

SUPPLIER REFERENCE [REDACTED]

THE SUPPLIER: British Telecommunications plc

SUPPLIER ADDRESS: 1 Braham Street, London E1 8EE

REGISTRATION NUMBER: 04190816

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st March 2022

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

CALL-OFF LOT(S):
Networks Services 2 Lot 1

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. Statement of Requirements
2. This Order Form including the Call-Off Special Terms and Call-Off special Schedules
3. Joint Schedule 1(Definitions and Interpretation) RM3808
4. 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)

Further Competition Call-Off Order Form

V1.0 12082019

- 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)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for framework reference number RM3808
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - 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 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.5)
 6. Joint Schedule 5 (Corporate Social Responsibility)
 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:

1. HMRC Mandatory Clauses v1.1
2. HMRC Tendering Instructions
- 3.

**“Service Credit
Cap”**

means:

- (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year one hundred and fifty thousand pounds (£150,000); and
- (b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off

Further Competition Call-Off Order Form

V1.0 12082019

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[REDACTED]

5.

[illegible][illegible]

REIMBURSABLE EXPENSES

Not recoverable unless included in Call-Off Schedule 5 (Pricing Details) or otherwise agreed with the Buyer

PAYMENT METHOD

As per HMRC Tendering Instructions

BUYER'S INVOICE ADDRESS:

As per HMRC Tendering Instructions

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Contract Manager

[REDACTED]

Benton Park View, Newcastle

BUYER'S ENVIRONMENTAL POLICY

HMRC is fully committed to playing its part in the preservation of natural resources and in preventing environmental pollution. HMRC policy is to carry out business so that it takes full account of the needs of the environment, and includes action to reduce energy and water consumption, ensure paper is used economically and that recycled paper is used wherever it is practical and economical to do so. HMRC also aims to reduce the use of ozone-depleting substances. HMRC purchasing policy pays proper regard to environmental issues whilst still securing best value for money. Details of any environmental requirements that suppliers need to be aware of will always be included in the invitation to tender documents

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

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

Further Competition Call-Off Order Form

V1.0 12082019

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part E (Staff Transfer on Exit)

QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within 20 Working Days

MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval prior to the stabilisation phase as stated in Call-Off Schedule 20 (Call-Off Specification)

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier's Bespoke BCDR Plan at Annex 1 will apply

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies

BUYER'S SECURITY POLICY

Security Policy Compliance required:

HMRC will provide risk based proportionate protection for its people and assets while remaining compliant with relevant legislation

The supplier must adhere to the security requirements set out in the tender documents and as per section 1 of the security questionnaire below.

1 Policy & Standards
1a Please confirm that you understand that your responses to this questionnaire will form the initial Security Plan and will be included in the final signed version of any resulting agreement.
1b Please confirm your organisation and any subcontractors' will conform to the requirements set out in the Government Security Policy Framework (SPF), available from Security Policy Framework and any Security Requirements recorded in the schedules and/or Order Form.
1c If you believe that the Public Sector Network (PSN) Code of Connection, available from www.gov.uk , will apply to your organisation and any sub-contractors, please provide details of how you will conform to this.
1d Please confirm that your organisation and any sub-contractors will handle HMRC assets in accordance with legislation including the UK General Data Protection Regulation see UK GDPR and in accordance with Clause 23 (<i>Protection of Personal Data</i>) of the Contract.
1e Please confirm that you have paid the Data Protection Fee to the ICO or that you fall into one of the exempt categories. More information can be found here

Further Competition Call-Off Order Form

V1.0 12082019

1f Please provide details of any security accreditation that your organisation currently possesses, such as but not exclusive to, ISO 27001 and PCI DSS and describe the process used to achieve the accreditation.

1g If you intend to involve sub-contractors at any stage during the Contract please list them and provide details of how you will ensure their compliance with all aspects of this Security Plan.

1h As appended to this Schedule 2.4, Appendix G, Security Aspects Record, defines the Government Security Classifications (see [Government Security Classifications](#)) carried by the HMRC data. If you are successful in the tender process, you will require a Security Manager (or appointed person), to take responsibility for the security of the data.

Please provide the name of your Security Manager who will act as a first point of contact and conduct ongoing management of security risks and incidents (including identification, managing, and reporting in line with agreed procedures for actual or suspected security breaches).

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS

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 Service Credit Cap and Service Period is in accordance with Call-Off Schedule 14 (Service Levels), unless superseded (and which for the purposes of this Order Form will apply) by tables within Service 1: WAN Connectivity – Statement of Requirements, paragraph 13.4,

PERFORMANCE MONITORING

Additional performance monitoring required:

Yes

Appended at Call-Off Schedule 14 Part C Annex 1

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

Further Competition Call-Off Order Form

V1.0 12082019

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

As per Service 1: WAN Connectivity – Statement of Requirements

PROGRESS MEETING FREQUENCY

As per Service 1: WAN Connectivity – Statement of Requirements

OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed below:

Operational Board members	Meeting frequency	Location of board meetings	Planned start date
To be agreed between the Parties	Twice per year on the first Working Day of each half or as otherwise agreed with the Buyer	Virtual	From Call-Off Start Date

KEY STAFF








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

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information is detailed in Joint Schedule 4

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	