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Order Form

CALL-OFF REFERENCE:	CCNE23A03
THE BUYER:	Community Health Partnerships
BUYER ADDRESS:	Suite 12B Manchester One 53 Portland Street Manchester M1 3LD
BUYER REFERENCE:	CCNE23A03
SUPPLIER CALL OFF REFERENCE:	BTNS211197
THE SUPPLIER:	British Telecommunications plc
SUPPLIER ADDRESS:	1 Braham Street London E1 8EE
REGISTRATION NUMBER:	1800000
DUNS NUMBER:	22 172 4714
SID4GOV ID:	1800000

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16th August 2023.
It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

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)

CCNE23A03 - Order Form

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- 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 CCNE23A03
 - 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) - not used
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing) - not used
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management) - not used
 - Call-Off Schedule 16 (Benchmarking) - not used
 - Call-Off Schedule 18 (Background Checks) - not used
 - 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

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE	16th August 2023
CALL-OFF EXPIRY DATE	31st March 2029
CALL-OFF INITIAL PERIOD	5 Years and 7 months
CALL-OFF OPTIONAL EXTENSION PERIOD	Not Applicable

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

12 months.

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
£748,140 (ex VAT)

CALL-OFF CHARGES

Annual Costs:

Call-Off Deliverables	Year 1	Year 2	Year 3	Year 4	Year 5	Total Contract Value
Managed BT Wi-Fi Service for Community Health Partnerships	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests

See further 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

PAYMENT METHOD

Not Applicable.

BUYER'S INVOICE ADDRESS

Community Health Partnerships
CHP Finance - Suite 12B
Manchester One
53 Portland Street
Manchester

M1 3LD

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

CHP Green Plan



CHP-External-Green-
Plan-March-2022.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

Not Applicable.

QUALITY PLAN

Not Applicable.

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable.

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

Security Policy Compliance required:

See details as per Call-Off Schedule 9 (Security).

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part A Short 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 required Service Maintenance Level is Level 1

The Service Credit Cap is £15,000.00 in accordance with Call-Off Schedule 14 (Service Levels)

PERFORMANCE MONITORING

See details as per Call-Off Schedule 14 (Service Levels).

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly – to be carried out at the start of each month.

OPERATIONAL BOARD

Operational Board to be agreed jointly on award.

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 will be agreed jointly.

KEY STAFF

The Buyer:

Redacted under FOIA section 40, Personal Information

The Supplier:

Redacted under FOIA section 40, Personal Information

KEY SUBCONTRACTOR(S)

ITI Network Services, Access House,
41 Clun Street,
Sheffield S4 7JS

Redacted under FOIA section 40, Personal Information

- Undertake surveys for hardware installation at each site
- Project Managed Installation, testing and commissioning of new BT WiFi equipment at each site

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information: Supplier's Bid Submission

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA section 40, Personal Information	Signature:	Redacted under FOIA section 40, Personal Information
Name:	Redacted under FOIA section 40, Personal Information	Name:	Redacted under FOIA section 40, Personal Information
Role:	Senior Manager, Acquisition Specialist Sales	Role:	CEO
Date:	15/08/23	Date:	15/08/23