

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

Order Form

CALL-OFF REFERENCE: SR323903821

THE BUYER: Her Majesty's Revenue and Customs

BUYER ADDRESS 100 Parliament Street, Westminster,
London,
SW1A 2BQ

THE SUPPLIER: Barclays Bank Plc t/a Barclaycard

SUPPLIER ADDRESS: 1 Churchill Place, London E14 5HP

REGISTRATION NUMBER: 01026167

DUNS NUMBER: 210021523

SID4GOV ID: 

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26/08/2021.

It is issued under the Framework Contract with the reference number RM6118 Payments Acceptance for the provision of Merchant Acquiring Services.

CALL-OFF LOT(S):

Lot 1 Face to face and Card Not Present (CNP) card acquiring, Gateway and APM 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) RM6118
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6118 - Payment Acceptance
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - 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 RM6118 Payment Acceptance
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Authority's Mandatory Terms)
 - Call-Off Schedule 23 (Payment and Related Services Terms) inc Part 1
 - Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services Terms)
 - Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms)
 - Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)
 - Call-Off Schedule 23 Part 2 Section 4 (Fraud Services Terms)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)

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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:

Special Term 1 HMRC Mandatory Clauses see Schedule 21

CALL-OFF START DATE:	14 th February 2022
CALL-OFF EXPIRY DATE:	13 th February 2027
CALL-OFF OPTIONAL EXTENSION PERIOD:	Two twelve month increments up to a maximum of 13th February 2029

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

QUALITY PLAN

The timetable for development of the quality plans referred to in Paragraph 7 of Schedule 23 (Payment and Related Services Terms) shall be: 3 months

MAINTENANCE SCHEDULE

Confirm here if the Supplier is to create and maintain a rolling schedule of planned maintenance in accordance with Paragraph 9.1 of Schedule 23 (Payment and Related Services Terms): Confirmed

The timetable and instructions relating to such planned maintenance shall be: 4 weeks

SOFTWARE TERMS

Terms for licensing of non-COTS third party software in accordance with Paragraph 10.23 of Schedule 23 (Payment and Related Services Terms) and COTS software in accordance with Paragraph 10.3 of Schedule 23 (Payment and Related Services Terms) are set out below:

NOT APPLICABLE

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Additional terms for provision of a Software as a Service solution and provision of Software Support & Maintenance Services (as referred to in are detailed in Paragraph 11.2 of Schedule 23 (Payment and Related Services Terms)) are set out below:

NOT APPLICABLE

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 **£8,000,000** which includes Interchange, Scheme Fees and Merchant Acquirer Fees.

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, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)
- Changes to Interchange and Scheme Fees (as detailed in Call-Off Schedule 5 (Pricing Details))

REIMBURSABLE EXPENSES

NOT APPLICABLE

PAYMENT METHOD

BACS following receipt of a valid invoice

BUYER'S INVOICE ADDRESS:

HMRC



HMRC Cumbernauld St. Mungos Road
Cumbernauld
G70 5TR

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

100 Parliament Street
LONDON
SW1A 2BQ

BUYER'S ENVIRONMENTAL POLICY

www.gov.uk/government/publications/environmental-and-sustainability-policy

BUYER'S SECURITY POLICY

www.gov.uk/government/publications/security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

1 Churchill Place Canary Wharf
London, Greater London
E14 5HP, United Kingdom

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

NOT APPLICABLE

PROGRESS MEETING FREQUENCY

Please see Call-Off Schedule 15

KEY STAFF

NOT APPLICABLE

KEY SUBCONTRACTOR(S)

NOT APPLICABLE

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

Service Credit Cap:

(a) in the period of 12 months from the Call Off Start Date, £75,000.

(b) during the remainder of the Call Off Contract, 25% of the Charges paid and/or due to be paid to the Supplier under this Call-Off Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued.

For the avoidance of doubt, the definition of Charges (in relation to Service Credits) shall be as interpreted as net fees and not including pass through charges classified as Interchange Fees or Scheme fees as further described in Call-Off Schedule 14 (Service Levels).

The Service Period is: One (1) Month

A Critical Service Level Failure is:

The Supplier fails to meet the Service Level Performance Measures on 75% of the Service Levels in a Service Period.

The Supplier's performance on Service Level Performance Measure #1 (Online Payment Gateway Service) breaches the Service Level Threshold in a Peak Period.

ADDITIONAL INSURANCES

NOT APPLICABLE

GUARANTEE

NOT APPLICABLE

SOCIAL VALUE COMMITMENT

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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)

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