

Direct Award Order Form

Provision of Mobile Phone Coverage and Capacity Services

CALL-OFF REFERENCE: CCIS21A08
THE BUYER: Foreign, Commonwealth and Development Office
BUYER ADDRESS: REDACTED
SUPPLIER REFERENCE CCIS21A08
THE SUPPLIER: British Telecommunications plc
SUPPLIER ADDRESS: REDACTED
REGISTRATION NUMBER: REDACTED
DUNS NUMBER: REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated (date of issue – To be completed on contract award).
It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1: Data access 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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CCIS21A08
 - 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)
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.

CALL-OFF START DATE Monday 12th April 2021

CALL-OFF EXPIRY DATE Monday 10th January 2022

CALL-OFF PERIOD 9 Months

CALL-OFF OPTIONAL EXTENSION PERIOD No extension period

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

3 months minimum period of notice from Buyer

CATALOGUE SERVICE OFFER REFERENCE: CCIS21A08-BT

CALL-OFF DELIVERABLES

Deliverable	Description	Timeframe or Delivery Date
1	Supplier to suggest milestones and deliverables relating to all phases of planning and delivery	Within week 1 of Contract Award

2	Design phase - Implementation plan and testing strategy agreed	15 working days post contract start date
3	Implementation phase - All service requirements successfully installed, tested, assured and audited. This shall include Supplier's own testing regime and any audits by the Contracting Authority or its partners. The services are operationally ready.	COP26 - 25 working days prior to Conference start date G7 – 10 working days prior to event start date
4	Operational phase- Successful delivery of all service requirements, effective monitoring and onsite support.	End of event live operational phase

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 £1,116,000.00 (excluding VAT) Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

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.

The total contract value (ex VAT) shall not exceed £1,116,000.00 (excluding VAT). A full break-down of the contract costs is included below:

Price Schedule G7

The Value of contract for the G7 event is included in detail below and will not exceed the "Total Cost of this Requirement" as stated below: **REDACTED**

Price Schedule COP26

The Value of contract for the COP26 event is included in detail below and will not exceed the "Total Cost of this Requirement" as stated below: **REDACTED**

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS Transfer

BUYER'S INVOICE ADDRESS:

Primary Invoice email: **REDACTED**

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

- Her Majesty's Government wants to deliver as sustainable an event as possible to reduce the environmental footprint of staging the event. The scope of the sustainability ambition will be agreed in due course. These will be in line with COP26 ambitions and the Supplier shall ensure that sustainability and legacy are key considerations.
- Sustainability is a major focus for all aspects of the COP26 conference and the event itself is to be carbon neutral. The Buyer is working towards having COP 26 certified to ISO 20121, the international standard for sustainable event management which will frame the implementation of sustainability throughout.
- The successful Supplier will need to work with Arup, the Buyer's appointed sustainability consultant, to help the Buyer achieve its sustainability and carbon goals. It is important for the reputation of the UK and the UK government that the successful Supplier demonstrates leadership in sustainable development, this includes operating in an environmentally and socially responsible manner, identifying and implementing innovation in sustainability and delivering the agreed services to an extremely high standard, on time and within the agreed budget.
- The UNFCCC secretariat defines a sustainable event as 'designed, organized and implemented in a way that minimizes potential negative impacts and leaves a beneficial legacy for the host community and all involved'. The Supplier shall work closely with the Buyer and its sustainability consultant in good faith throughout the preparation, delivery, and post-delivery periods of COP26 to ensure that sustainability is factored into all planning and decision making for the Services.
- Priority areas for the Contract are the avoidance and reduction of greenhouse gas emissions, minimising waste and use of disposable items, use of local suppliers and workers, and monitoring and measurement of sustainability performance.

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

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) will apply to every Contract

BUSINESS CONTINUITY AND DISASTER RECOVERY

N/A

SECURITY REQUIREMENTS

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

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: 1, subject to the following requirements:

- The Supplier must have suitably qualified and experienced engineers available on site at all times for the duration of the G7 summit and COP26 summit;
- In particular, those engineers must have demonstrated capability across the mobile voice services the Supplier will provide; and
- Notwithstanding anything in Call-Off Schedule 14 (Service Levels), the Maximum Incident Resolution Time for a Severity 1 or Severity 2 Incident is 3 hours, as set out in row 4 of the table below.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	All materials and activities (from the agreed deliverables provided by Supplier and to be agreed in Contract) to be delivered within the time specified	100%
2	Reporting	The Supplier will provide weekly flash reports (e.g. including a few bullets on weekly progress and emerging risks) to the Customer project manager by 5pm on Fridays	100%
3	Engagement and Relationship	Engagement with the Customer is appropriate and in line with the approved delivery plan.	100%
4	Monitoring and Incident resolution	<p>Service centrally monitored for proactive monitoring and speedy troubleshooting.</p> <p>Loss or degradation of any aspect of network solution to be repaired within 3 hours (in any one 24-hour period) where the site is accessible. A fix for incidents other than where caused by force majeure.</p> <p>The Supplier shall develop an Incident Management Plan and report all incidents immediately (within 15 minutes) to the Contracting Authority or its nominated delivery partners.</p> <p>Monitoring and onsite support shall be available from 0730-2300 during the event live phases. Out of hours</p>	100%
		monitoring and on call support should be in place outside these hours with appropriate alert systems.	
5	Availability and Quality	Provision of capacity, performance and usage data available throughout the live period of the events and on completion.	100%

The Service Period is one period of 30 days.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

The Supplier will provide weekly flash reports (e.g. including a few bullets on weekly progress and emerging risks) to the Customer project manager by 5pm on Fridays

PROGRESS MEETING FREQUENCY

The Supplier will provide weekly flash reports (e.g. including a few bullets on weekly progress and emerging risks) to the Customer project manager by 5pm on Fridays

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

EE Limited, - **REDACTED**

Ericsson Services - **REDACTED**

SIRODA - **REDACTED**

Projex CI – **REDACTED**

Dael – **REDACTED**

MCTECH - **REDACTED**

COMMERCIALLY SENSITIVE INFORMATION

BT is providing information in commercial confidence and considers that the information would be exempt from disclosure under the FOIA. BT expects the Customer Authority to respect that confidence. In Section 41 of the FOIA exempts the Customer Authority from disclosing that information as the disclosure (otherwise than under FOIA) would constitute an actionable breach of confidence.

Disclosure of the information would also be commercially prejudicial to BT's Interests and accordingly exempt from disclosure by virtue of Section 42 of the FOIA.

BT believes that the public interest in maintaining the confidentiality of the information outweighs the public interest in its disclosure for the following reason: If the information was disclosed this would undermine competition in the markets in which these services are offered. The interests of consumers would not be best served by such a development. It is in the public interest to ensure that competition in the market is not distorted by competitors having access to commercially sensitive information about each other. Placing one company at a disadvantage to another by commercially prejudicing its position in the market

place is contrary to the public policy goal of maintaining and encouraging competition in the market.

Data Transfer Note – By Signing this Call-Off Contract, the Buyer consents to the transfer 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