

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

CPD4121157

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: CPD4121157

THE BUYER: Ministry of Housing, Communities and Local Government (MHCLG)

BUYER ADDRESS Fry Building, 2 Marsham Street, London SW1P 4DF

SUPPLIER REFERENCE OPP535166

THE SUPPLIER: Daisy Corporate Services Trading Limited

SUPPLIER ADDRESS: Lindred House, 20 Lindred Road, Brierfield, Nelson BB9 5SR

REGISTRATION NUMBER: 02888250

DUNS NUMBER: 578300261

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, the text below starting from “Applicable Framework Contract”, and up to but not including the Signature Block, must be copied into the electronic order form.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20 December 2021.
It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):
Lots 1, 2 and 10

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)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 v2 (Processing Data)
 - Call-Off Schedules for **CPD4121157**
 - 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 v2 (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 12 (Clustering)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3. 0.4)
5. Joint Schedule 5 (Corporate Social Responsibility)
 - In the event that a Modern Slavery Assessment Tool (MSAT) is completed prior to Contract commencement, the Supplier must approve sharing the information with the Customer.
 - In the event that the Customer (or another organisation) instructs the Supplier to complete a Modern Slavery Assessment Tool (MSAT) during the Contract term, the Supplier must approve sharing the information with the Customer.

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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:

None

CALL-OFF START DATE* 21 December 2021

CALL-OFF EXPIRY DATE 20 December 2024

CALL-OFF INITIAL PERIOD 03 Years

*The commencement of the services will be broken down as follows:

- Mobile Service to start as soon as possible whilst transitioning from the incumbent supplier, no later than 28 February 2022 unless agreed between both parties. Any new mobile phone contract requests will go straight to the new service.
- All other services will commence when the existing contract expires on the 15th May 2022.
- The final "Live" service date will be agreed between both parties and a change control notice issued between once all transition work has taken place.

CALL-OFF OPTIONAL EXTENSION PERIOD 02 x 01 Years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 days minimum period of notice

CALL-OFF DELIVERABLES

Option B: 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, see extract below.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1,000,000.00 or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,107,447.39.**

CALL-OFF CHARGES

Estimated ceiling value for the contract term including optional extensions will be £5,537,236.95 excluding VAT (breakdown workings as per details embedded below).

REDACTED

Option B: 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 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

Running costs will be invoiced monthly actuals in arrears. Any capital requirements will be invoiced upon completion of agreed milestones or provision of goods.

All invoices must include a valid Purchase Order number, details of the goods or services provided including detailed cell/reference tab from the supplier Pricing Schedule submitted in their proposal to ensure ease of cross referencing for prompt payment, the period of cover and any other supporting evidence to assist with prompt attention.

Supplier to provide pro-forma invoice by end of February 2022 to agree standard invoice format.

BUYER'S INVOICE ADDRESS:

MHCLG, MHCLG FSSD CP2P Team
4th Floor
High Trees
Hillfield Road
Hemel Hempstead HP2 4XN
email address: REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

ICT Head of Technology/Contract Manager

REDACTED

Fry Building, 2 Marsham Street, London SW1P 4DF.

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Greening Government Commitments Annual Report [April 2020]

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.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

As per Call-Off Schedule 2 (Staff Transfer).

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

Part C No Staff Transfer on the Start Date

Part E (Staff Transfer on Exit) will apply to every Contract

QUALITY PLAN

See Call-Off Schedule 6 (ICT Services)

The Supplier must provide the Buyer with a Quality Plan – timescales to be agreed between both parties within 90 days.

MAINTENANCE OF ICT ENVIRONMENT

See Call-Off Schedule 6 (ICT Services)

The Supplier must provide a Maintenance Schedule to the Buyer for Approval – timescales to be agreed between both parties within 90 days.

BUSINESS CONTINUITY AND DISASTER RECOVERY

See Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

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In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier shall prepare and deliver a bespoke BCDR Plan for the Buyer's written approval at least 20 Working Days prior to the Start Date.

SECURITY REQUIREMENTS

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

BUYER'S SECURITY POLICY

See Call-Off Schedule 9 (Security) Part B applies.
Annex 2 Security Management Plan.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

See Call-Off Schedule 9 (Security). Part B (Long Form Security Requirements) applies – see Annex 2

CLUSTERING

Deliverables shall also be provided for the benefit of the following Cluster Members:
See Call-Off Schedule 12.

SERVICE LEVELS AND SERVICE CREDITS

See Call-Off Schedule 14 (Service Levels)

PERFORMANCE MONITORING

See Call-Off Schedule 14 (Service Levels)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Account Manager

REDACTED

Lindred House, 20 Lindred Road, Brierfield, Nelson BB9 5SR

SUPPLIER'S CONTRACT MANAGER

REDACTED

Contract Manager

REDACTED

Lindred House, 20 Lindred Road, Brierfield, Nelson BB9 5SR

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month and in accordance with Call-Off Schedule 1.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month within 5 working days of receipt of monthly report.

Further quarterly reviews and an annual review that the CTO attends, exact dates for each to be agreed between both parties.

OPERATIONAL BOARD

See Call-Off Schedule 15 (Call-Off Contract Management) and Annex.

KEY STAFF

Please see the table below:

Key Role	Key Staff	Contract Details
Customer Service Delivery Manager	Customer Service Delivery Manager	Duration of the Service
Project Manager	Project Manager	Duration of the Project
Account Manager	Account Manager	Duration of the Service

KEY SUBCONTRACTOR(S)

CISCO ADVANCED SERVICES

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4

Information deemed as Commercially Sensitive	Potential Implication of Disclosure	Period of Time Classed as Commercially Sensitive
Pricing Schedule	This information if made public may: (a) give a commercial advantage to our competitors (b) provide our competitors with an insight into our pricing mechanisms	3 years from contract award
Customer References	This information if made public may: (a) provide our competitors with access to our customer base (b) allow our competitors to contact our customers with a view to marketing their services	3 years from contract award
Employee Information	This information if made public may: (a) provide our competitors with access to named employees (b) allow our competitors to contact our employees with a	3 years from contract award

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