

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

## Order Form Template

CALL-OFF REFERENCE: RM6116

THE BUYER: Crown Prosecution Service

BUYER ADDRESS 10th Floor, 102 Petty France, London, SW1H 9EA

THE SUPPLIER: BT Telecommunications PLC

SUPPLIER ADDRESS: 1 Braham Street London E1 8EE England

REGISTRATION NUMBER: 1800000

DUNS NUMBER: 227015716

SID4GOV ID: **N/A**

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, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including the Signature block.**

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 26 March 2024.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S): Lot 2a

## 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) RM6116
3. Framework Special Terms. This will incorporate all of the Framework Special Terms into the Call-Off Contract.
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6116
    - 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)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6116
    - 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) amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule.
    - 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 – Part A)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
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.

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

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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: **26 March 2024**

CALL-OFF EXPIRY DATE: **25 March 2027**

CALL-OFF INITIAL PERIOD: 36 months

CALL-OFF OPTIONAL EXTENSION PERIOD 12 months + 12 months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION **90 days**

TOTAL CONTRACT VALUE (TCV) - £983,297.00 excluding VAT.  
£1,179,956.00 including VAT.

### CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

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.

£955,363.00 excluding VAT  
£1,018,337.00 including VAT.

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Purchase Order

## Charging and Invoicing

### Supplier Invoices

1. The Supplier shall ensure that each invoice contains the following information:

(a) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice; any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Buyer with any other adjustment in the next invoice then due to be issued under this Call-Off Contract.

(b) within twenty (20) Working Days of the Call Off Commencement Date, the Supplier shall provide the Customer with an outline of the Finance Report template and details of how the process in respect of the financial monitoring and reporting will operate between the Parties and the Parties will endeavor to agree such process as soon as possible.

Such Finance Report shall contain, as a minimum, the following information in respect of the relevant month (during the Implementation Period) or Service Period just ended:

- Invoice Schedule: issued and outstanding.
- Actual numbers against the base lines
- Trend Analysis.

The Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate:

- Availability: (this is a copy of information contained in the Service Report).
- Incident Resolution
- Quality
- Change Requests for management awareness.
- Commercial risks register.
- Commercial issues log: and such other details as the Customer may reasonably require from time to time.

## INVOICING PROCEDURE

The Supplier shall ensure that each invoice contains the information set out in this paragraph.

The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice:

- is undisputed.
- complies with the provisions of this paragraph; and
- complies with the European invoicing standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

The Supplier shall ensure that unless otherwise provided each invoice contains:

- the date of the invoice;
- a unique invoice number;
- the Service Measurement Period (or such other period(s) to which the relevant Charge(s) relate);
- the reference number for this Call-Off Contract;
- the reference number of the purchase order to which it relates (if any);
- the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- any payments due in respect of Achievement of a Milestone;
- the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
- or other sales tax payable in respect of the same;
- details of any agreed Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
- any other adjustment agreed between the Parties as applying to the relevant Service Measurement Period; the Supplier shall automatically credit the Buyer with any other adjustment in the next invoice then due to be issued under this Call-Off Contract in the following Month;
- reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services); such reports shall not be included within the invoice and Supporting Documentation as required by the Buyer will be provided by separate cover;
- a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Buyer's Approval) ; and
- a detailed breakdown of the Monthly Charges showing the Charges relating to each element of the Services.
- Within forty (40) days of the Call-Off Contract signature date (or in any event, prior to the issue of the Supplier's first formal invoice to the Buyer for payment), the Supplier will submit to the Buyer a sample invoice setting out all the information set out in this paragraph for review and Approval.

## INVOICE PAYMENT AND DISPUTES

Unless otherwise stated in this Call-Off Contract, payment will be made to the Supplier by the Buyer within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Call-Off Schedule.

The Buyer may Dispute, in good faith, any amount specified in any invoice. In these circumstances the:

- Buyer shall within fifteen (15) calendar days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount; and
- Supplier shall promptly issue a credit note in respect of the disputed amount and if the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar Month the Buyer shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Buyer shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.

The Parties shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) working days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with NS3 Core terms (Resolving Disputes)

Late Invoices shall be deemed valid where the delay and subsequent failure to submit the invoices arises out of any Buyer Cause and the Supplier has notified the Buyer as soon as it becomes aware of, or should reasonably have become aware of, the applicable Buyer Cause and the consequences of such Buyer Cause on its submission of invoices.

**BUYER'S INVOICE ADDRESS:**

[REDACTED]

ICT Invoicing  
Crown Prosecution Service  
Suite 1A  
2 Navigation Walk  
Wakefield  
WF1 5RH

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Head of Systems and Service Integration

[REDACTED]

[REDACTED]

Lead Commercial Category Manager

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**



CPS Sustainability  
Policy (1).docx

## BUYER'S SECURITY POLICY



09 - Schedule 9 - CPS  
Security Policy 1.2 - Fi

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Director

[REDACTED]

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Contract Specialist

[REDACTED]

## PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

## PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

## KEY STAFF

Not Applicable

## KEY SUBCONTRACTOR(S)

[REDACTED]

[REDACTED]

**COMMERCIALLY SENSITIVE INFORMATION**

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Tender response date.	Any information produced by the Supplier in connection to the Dispute Resolution Procedure.	Term and any Termination Assistance Period.
2	Tender response date.	The outcome, including any written reports, of any Audits conducted.	Term and any Termination Assistance Period plus 12 months.
3	Tender response date.	The Charges, other than the headline Contract Charge.	Term and any Termination Assistance Period plus 12 months.
4	Tender response date.	All Personal Data within the meaning of the Data Protection Legislation.	Any period as required under Data Protection Legislation

**SERVICE CREDITS**

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

The Service Credit Cap is:

- a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year 15%; and
- b) during the remainder of the Call-Off Contract Period, thirty five percent (35%) of the Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued.

The Service Period is: 36 months.

A Critical Service Level Failure is:

- a) will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- b) In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

**ADDITIONAL INSURANCES**

Not applicable



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





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**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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Account Director	Role:	Deputy Director Commercial
Date:	Mar 26, 2024	Date:	Mar 26, 2024