

Direct Award Order Form

CALL-OFF CONTRACT REFERENCE: REDACTED.

CALL-OFF TITLE: Vodafone Mobile Voice and Data Contract.

THE BUYER: The Secretary of State for the Home Department (acting through the Home Office).

BUYER ADDRESS: The Secretary of State for the Home Department, 2 Marsham Street, London SW1P 4DF.

SUPPLIER REFERENCE REDACTED.

THE SUPPLIER: Vodafone Limited.

SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

REGISTRATION NUMBER: Registered at Companies House with Company Number 01471587.

DUNS NUMBER: 226488435.

SID4GOV ID: Not Applicable.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st October 2023. It is issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):

Lot 1 Mobile Voice and Data 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) RM6261

3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM6261

- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6261-0074
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6261
 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.

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

None

CALL-OFF START DATE 01-10-2023.

CALL-OFF EXPIRY DATE 01-10-2024.

CALL-OFF INITIAL PERIOD 1 year, 0 months

CALL-OFF OPTIONAL EXTENSION PERIOD No more than **2 separate periods 12+12 months.**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 30 days' prior written notice and will not be subject to any penalties.

CALL-OFF DELIVERABLES

- Deliverable 1: REDACTED.
- Deliverable 2: REDACTED.
- Deliverable 3: REDACTED.

Spend Manager

The Buyer has opted out of Vodafone Enterprise Spend Manager.

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 £358,800

CALL-OFF CHARGES

- Deliverable 1: REDACTED.
- Charge per unit per Charge Term: REDACTED.
- Deliverable 2: REDACTED.
- Charge per unit per Charge Term: REDACTED. Total Charge per Charge Term: REDACTED.
- Deliverable 3: Vodafone Public Sector Mobile Worker - Data Sharer bundle: REDACTED.
- Charge Term: Monthly; Charge per Charge Term: REDACTED.

As permitted under paragraph 1.2 of Part A of Framework Schedule 3, the Supplier and Buyer hereby agree that in April of each calendar year, all Charges will increase by a percentage equal to the percentage increase in the UK Consumer Price Index ("CPI") published by the Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year compared to the previous year ("CPI Rate");

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 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)

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

REDACTED.

BUYER'S INVOICE ADDRESS:

REDACTED.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED.

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

SECURITY REQUIREMENTS

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

SUPPLIER'S CONTRACT MANAGER

REDACTED.

SUPPLIER'S CONTRACT MANAGER

REDACTED.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month. Reports to be directed for the attention of

REDACTED.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month with Commercial **REDACTED.**

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

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