

Direct Award Order Form

Provision of Mobile Phone Coverage and Capacity Services

CALL-OFF REFERENCE: CCIS21A07

THE BUYER: Foreign, Commonwealth and Development Office

BUYER ADDRESS: REDACTED

SUPPLIER REFERENCE RM3808-0782

THE SUPPLIER: Vodafone Limited

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 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for CCIS20A7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - 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 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 18 (Background Checks)
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: RM3808-Lot1-VodafoneLtd-#24

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 £329,827.01 (excluding VAT) Estimated Charges in the first 12 months of the Contract.

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 Value of contract for the G7 and COP26 events are included in detail below and will not exceed the "Total Cost of this Requirement" as stated below:

Rate Card

Below are the rates that shall be applied for the full duration of this contract. Rates stated shall remain firm for the purposes of this contract: **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

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V1.0 12082019

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

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long 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:

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 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 SUBCONTRACTORS
DAEL Telecom Ltd REDACTED**

NET Coverage Solutions Ltd **REDACTED**

COMMERCIALLY SENSITIVE INFORMATION

All unit price information found within the Suppliers price schedule (Call-Off Schedule 5)

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