

Direct award (Order Form and Call-Off Schedules)
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Direct award Order Form

CALL-OFF REFERENCE: RM3808-RM3808-0072

THE BUYER: Department for Environment, Food & Rural Affairs

BUYER ADDRESS: Nobel House, 17 Smith Square, London, SW1 P 3JR

SUPPLIER REFERENCE RM3808-Lot1-VodafoneLtd-#011– Vodafone Enterprise Broadband (VEB) – Demon Migration

THE SUPPLIER: Vodafone Limited

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

REGISTRATION 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 30th October 2019.

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 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)

Framework Ref: RM3808
Project Version: v1.2
Model Version: v3.2 Vodafone Direct Award Version

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- Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM3808-RM3808-0072**
 - 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 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3.0.4)
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 SPECIAL TERMS

Notwithstanding any other terms of this Call-Off Contract, the Supplier's Service Offer referenced in this Direct award Order Form at "Catalogue Service Offer Reference" is incorporated into this Call-Off Contract and contains details of any Deliverables.

The Call-Off Incorporated Terms incorporated into this Call-Off Contract are as published at <https://publicsector.vodafone.co.uk/>

Data Protection

The terms "Operational Data", "Traffic Data" and "User Personal Data" are defined in the relevant Annex 1 (Authorised Processing Template) of Joint Schedule 11 (Processing Data) published at <https://publicsector.vodafone.co.uk/>.

Notwithstanding clause 14.1 of the Core Terms the Parties acknowledge that in respect of Operational Data, Traffic Data and User Personal Data (as applicable to the Services) each Party is a Controller.

By placing an Order under this Service Offer the Buyer is deemed to have provided its prior written consent:

- (i) to Supplier (and its sub-processors) transferring Personal Data outside of the European Economic Area in satisfaction of clause 1.4(d) of Joint Schedule 11

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without the requirement for any further instructions or obligations to be placed upon Supplier; and

(ii) for Supplier to engage the sub-processors listed in the relevant Authorised Processing Template to carry out processing activities in the provision of the Services and/or to fulfil certain obligations of Supplier under the Call Off Contract, in satisfaction of clause 1.11 of Joint Schedule 11.

Supplier shall have no obligation to provide any Services in respect of any Order unless such consents are in place at all times.

The usage limit(s) that the Buyer has applied will be sent by SMS to the Lead Connection and/or the applicable connection(s).

CALL-OFF START DATE 01/11/2019

CALL-OFF EXPIRY DATE Shall be 24 months from the Call-Off Start Date

CALL-OFF INITIAL PERIOD Shall be 24 months from the Call-Off Start Date

CALL-OFF OPTIONAL EXTENSION PERIOD Not Applicable

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. If the Buyer terminates this Call-Off Contract prior to the expiry of the Call-Off Initial Period, or any applicable Extension Period, the Buyer shall pay the Supplier the early termination charges as set out in the Supplier's Service Offer.

CATALOGUE SERVICE OFFER REFERENCE:

RM3808-Lot 1-VodafoneLtd #:11 - Vodafone Enterprise Broadband (VEB) – Demon Migration

CALL-OFF DELIVERABLES

Deliverable 1: Broadband Rental; Quantity: 117

Deliverable 2: Phone Line Rental; Quantity: 117

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 **£44,913.96**

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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.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:



Group Commercial



SSCL, Detra Accounts Payable, PO Box 790, Newport, Gwent, NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE



Horizon House
Deanery Road
Bristol
BS1 5AH

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

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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.

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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 A (Short Form Security Requirements) to apply

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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 Level 1.

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE



The Frameworks Team, Vodafone HQ, The Connection, Newbury, Berkshire, RG14 2FN

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SUPPLIER'S CONTRACT MANAGER



Vodafone House
The Connection
Newbury
RG14 2FN

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

See list of Key Subcontractors set out in the Service Offer.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	30 October 2019 18:38 GMT	Date:	30/10/2019