

# Further Competition Order Form

# Further Competition Order Form

**CALL-OFF REFERENCE:** NFC137 Mobile Voice and Data Services

**THE BUYER:** FOOD STANDARDS AGENCY

**BUYER ADDRESS** Foss House, Kingspool, Peasholme Green, York,  
YO1 7PR

**SUPPLIER REFERENCE** 0066700000szfQ7

**THE SUPPLIER:** Gamma Telecom Ltd

**SUPPLIER ADDRESS:** 5 Fleet Place, London, EC4M 7RD

**REGISTRATION NUMBER:** 4340834

**DUNS NUMBER:** 42-353-1354

**SID4GOV ID:** 423531354

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14 December 2021.

It is issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

## CALL-OFF LOT(S):

Lot 6: 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) RM3808

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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 5 (Corporate Social Responsibility)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **NFC137**
  - 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)
  - 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)
  - Call-Off Schedule 15 (Call-Off Contract Management)

4. CCS Core Terms (version 3.0.5)

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** 17 January 2022

**CALL-OFF EXPIRY DATE** 16 January 2024

**CALL-OFF INITIAL PERIOD** 2 years

**CALL-OFF OPTIONAL EXTENSION PERIOD** 12 months

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

At least 30 Working days

**CALL-OFF DELIVERABLES**

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Please refer to the following documents appended to this Order Form:

NFC137 Attachment 3 - Statement of Requirements v3.0  
NFC137 Clarification Q&A - Final

### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms amended by Special Term 7 in RM3808 Framework Award Form v1.2.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £35,225.55 excluding VAT.

### **CALL-OFF CHARGES**

Please refer to the following documents appended to this Order Form:

NFC137 Attachment 4 – Price Schedule

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices and Catalogue).

The Charges will not be impacted by any change to the Framework Prices.

### **REIMBURSABLE EXPENSES**

Not recoverable

### **PAYMENT METHOD**

To be agreed between Customer and Supplier at award

### **BUYER'S INVOICE ADDRESS:**

[REDACTED]

Food Standards Agency, Foss House, Kingspool, Peasholme Green, York, YO1 7PR

### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Food Standards Agency, Foss House, Kingspool, Peasholme Green, York, YO1 7PR

### **BUYER'S ENVIRONMENTAL POLICY**

Not applicable

### **ADDITIONAL INSURANCES**

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Not applicable

## **SOCIAL VALUE COMMITMENT**

Not applicable

## **STAFF TRANSFER**

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

## **MAINTENANCE OF ICT ENVIRONMENT**

Not applicable

## **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) applies

## **BUYER'S SECURITY POLICY**

Not Applicable

## **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

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 in addition to Section 15 of NFC137 Attachment 3 - Statement of Requirements – v3.0 as appended to this order form.

The Service Period is a recurrent period of 1 month during the Call-Off Contract Period

## **PERFORMANCE MONITORING**

Additional performance monitoring required:

No

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**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Holland House, 4 Bury St, London, EC3A 5AW

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Holland House, 4 Bury St, London, EC3A 5AW

**PROGRESS REPORT FREQUENCY**

Monthly in line with Section 8.1 of the Statement of Requirements

**PROGRESS MEETING FREQUENCY**

Monthly in line with Section 8.1 of the Statement of Requirements

**OPERATIONAL BOARD**

Not Applicable

**KEY STAFF**

Key Role	Key Staff	Contact Details
Business Development Manager	[REDACTED]	[REDACTED]
Sales Director – Public Sector & Commercial	[REDACTED]	[REDACTED]
Head of Customer Advocates – Public Sector	[REDACTED]	[REDACTED]
Project Manager	[REDACTED]	[REDACTED]
Customer Advocate	[REDACTED]	[REDACTED]

**KEY SUBCONTRACTOR(S)**

Hutchinson 3G UK Limited

**COMMERCIALLY SENSITIVE INFORMATION**

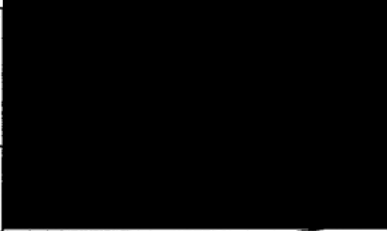
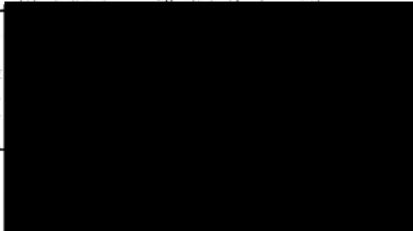
Supplier's Commercially Sensitive Information

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No.	Date	Item(s)	Duration of Confidentiality
1	17/12/2021	All commercial information including pricing and bundle structures	Duration of contractual agreement

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	COMMERCIAL DIRECTOR	Role:	Lead Supplier Manager
Date:	20 DEC 2021	Date:	14/12/21



Crown  
Commercial  
Service

## **Bid Pack**

### **Attachment 3 – Statement of Requirements**

Contract Reference: NFC137 Mobile Voice and Data Services

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Bid pack for NFC137 Mobile Voice and Data Services

Contract Reference:

GWG T15 v3.0 26/10/21

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## **1. PURPOSE**

- 1.1 This is a procurement to establish a Supplier for mobile voice and data services, under Lot 6 of RM3808 Network Services 2.
- 1.2 This is an aggregated procurement. Aggregations bring together Contracting Authorities with the same core requirement (mobile voice and data services) and leverage economies of scale to procure these through a single procurement process.
- 1.3 The Contracting Authorities included within this procurement are listed in Annex 1.
- 1.4 For the purposes of identification, this aggregated procurement is titled 'National Further Competition 137', henceforth 'NFC137'.

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 For the purposes of NFC137, the Crown Commercial Service acts as Agent on behalf of the Contracting Authorities participating in this aggregated procurement.
- 2.2 All contracts and service offerings resultant from this procurement will be between the winning bidder and the Contracting Authorities participating in NFC137.
- 2.3 By way of background, 8 Contracting Authorities are formally committed to NFC137 and therefore participating. A list of these Contracting Authorities and associated background information (i.e. sector, incumbent provider) is detailed in Annex 1. Further information regarding the Contracting Authorities can be found in Attachment 6 – Contracting Authorities.

## **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 All of the Contracting Authorities listed in Annex 1 require mobile voice and data services.
- 3.2 The background to the requirement of each Contracting Authority varies according to their operational and strategic needs. Crown Commercial Service will assist Contracting Authorities with their on-boarding onto the contract resultant from NFC137 by way of setting up and hosting transition meetings on a per organisation basis.

## **4. DEFINITIONS**

- 4.1 Unless otherwise stated in this Bid Pack, defined terms used herein will have the meanings given below or as per RM3808 Joint Schedule 1 Definitions of the Call-Off Terms.

Expression or Acronym	Definition
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Agent	CCS acting as an agent on behalf of all participating Contracting Authorities
Award	The process of awarding Call-Off Contracts to the successful bidder
Award Outcome	Notification of the outcome of the Procurement
Basic Call Tariff	The tariff at 6.4.3 of this document
Bid Pack	The documentation for this Procurement, comprising of: Attachment 1 – About the Procurement Competition Attachment 2 – How to Bid Including Evaluation Criteria Attachment 3 – Statement of Requirements Attachment 4 – Price Schedule Attachment 5 – Terms and Conditions/ Order Form/ Contract Attachment 6 – Contracting Authorities
Buyer	The Buyer referred to in the Order Form is the Contracting Authority being awarded the Contract
Compliance Requirement	A requirement that must be complied with. Responses to these requirements will form part of any resultant Call-Off Contract
e-Sourcing Suite	The online system (Jaggaer) used by the Agent to publish all detail relating to this Procurement
Mandatory Requirement	A requirement that must be met. Responses to these requirements will form part of any resultant Call-Off Contract
Price Schedule	Attachment 4 of the Bid Pack which outlines the Services to be delivered and charged at the rates identified in the Supplier Pricing Catalogue and the Supplementary Pricing Catalogue
Procurement	This NFC137 competition

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Bid pack for NFC137 Mobile Voice and Data Services

Contract Reference:

GWG T15 v3.0 26/10/21

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Services	The mobile voice and data requirements that are detailed within Attachment 3 – Statement of Requirements
Statement of Requirements	Attachment 3 of the Bid Pack that details all of the Services required
Supplementary Pricing Catalogue	A tab contained within Attachment 4 – Price Schedule
Supplier Pricing Catalogue	A tab contained within Attachment 4 – Price Schedule
Total Price	This is the combined price of a two year contract for all of the Services required across all participants. This figure will be used in the commercial evaluation
End Users	Those individuals employed by the Contracting Authority who will receive the Services procured

## 5. SCOPE OF REQUIREMENT

- 5.1 The Call-Off Initial Period for the Services will be 2 years from the Call-Off Start date (co-terminus, subject to minimum terms where applicable), with Contracting Authorities able to select a single Call-Off Optional Extension Period of 1 year.
- 5.2 Contracting Authority users will migrate to the Services from their current incumbent services provider(s) throughout the contract term as/when their extant contract(s) expire subject to migrating 80% of the nominated connections by the 1<sup>st</sup> anniversary of the Call-Off Start Date.
- 5.3 Contracting Authorities can nominate any date in the 3 month period from the date of Award as their Call-Off Start date. The Call-Off Initial Period will be 2 years from the Call-Off Start date as stated in 5.1.
- 5.4 The Services will be delivered by the Supplier in accordance with RM3808 Call-Off Schedule 20 Call-Off Specification for Lot 6 and their Network Services 2 Ancillary Services Catalogue unless otherwise specified in the requirement.
- 5.5 The Supplier will not apply a minimum commitment for usage, revenue or spend per connection or across the estate as a whole.

## 6. THE REQUIREMENT

- 6.1 NFC137 seeks to procure Services, on behalf of the Contracting Authorities, from the Supplier. The Supplier will be invited to enter into Call-Off Contracts to supply the Services to each Contracting Authority. All Suppliers bidding must agree to enter into Call-Off Contracts with all Contracting Authorities included within this aggregated tender exercise.

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6.3 The specific nature of Services are set out below:

## 6.4 Mobile Service Contract Requirements

[illegible]

## 6.5 All Inclusive Tariff

6.5.1 The All-Inclusive Tariff includes all voice calls and SMS of the following types:

- All other call types not listed herein are excluded from the All Inclusive Tariff.

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remaining months within the minimum 24 month term and calculated as follows:

- 6.5.3.1 Monthly All Inclusive Tariff charge x number of remaining months (within the minimum term). For example, using a monthly All Inclusive Tariff charge of £2.50 (for illustrative purposes): Monthly All Inclusive Tariff at £2.50 x 6 months remaining (within the minimum term) = £15.00. Note, as per 6.4.9 the Supplier shall ensure all of the Contracting Authority's Services can co-terminate on the 2<sup>nd</sup> anniversary of the Call-Off Start Date.
- 6.5.4 The Supplier will not apply a cap or usage limit to the services detailed within 6.5 All-Inclusive Tariff. Any excessive usage will be notified to the Contracting Authority through exception reporting.
- 6.5.5 Unless agreed otherwise with the Contracting Authority, the Supplier will automatically bar international data, voice calls and SMS (excluding EU as detailed in 6.5.1).
- 6.5.6 The Supplier will provide the ability to bar access to defined call types for all End Users, groups of End Users or individual End Users at no additional charge including but not limited to: Premium Rate numbers, MMS/Photo Messaging. Note, incoming calls may not be able to be restricted unless a full bar on incoming calls is in place.
- 6.5.7 The Supplier will add or remove services bars (6.5.5 and 6.5.6) upon request by the Contracting Authority. The Supplier will be liable for all usage charges for these services where it is found that: a bar was not in place when one was requested by the Contracting Authority and the Contracting Authority can evidence that request was acknowledged by the Supplier; and/or when a bar was requested by the Contracting Authority and acknowledged as in place by the Supplier.
- 6.5.8 The Supplier shall not prohibit emergency calls regardless of whether any bar has been put in place.

## 6.6 Data Services

Contracting Authorities may require data services to be provided.

- 6.6.1 The data service shall be provided either as:
  - 6.6.1.1 Data connections on a per connection basis (6.6.2 below) or;
  - 6.6.1.2 Data as a shared bundle (6.6.3 below).

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## 6.6.2 Individual Data Connection Requirements

- 6.6.2.1 The Data Bolt-On is for UK and EU roaming data only and 4G network connectivity by default, only reverting to other network connectivity where 4G coverage is unavailable. If 5G becomes available during the term of the Call-Off Contract 5G will be offered by default (where the Contracting Authority has 5G enabled devices and where 5G connectivity is available).
- 6.6.2.2 The Supplier will apply a range of data bundles (1GB, 2GB, 3GB, 4GB, 5GB, 8GB, 10GB, 16GB, 20GB, 60GB) on a per connection basis at the request of the Contracting Authority.
- 6.6.2.3 The Supplier will provide the data service to use on any type of data enabled mobility device that will take a SIM card, including but not limited to: BlackBerry (excluding BES 5.x); Smartphone; iPad; Tablet; Laptop (dongles/cards); and M2M using any type of platform (iPhone/Android/Windows etc.); and allow tethering at no additional charge.
- 6.6.2.4 The Supplier can only apply an out of bundle over-usage charge, or any additional charges associated with data usage, if those charges are clearly shown in the Supplementary Pricing Catalogue.
- 6.6.2.5 The charge for the data service will be a fixed monthly recurring charge.
- 6.6.2.6 The Data Bolt-On is subject to a minimum period of 30 days with no early termination charge.
- 6.6.2.7 The Supplier will provide the ability for the Contracting Authority to cap data usage on a per connection basis at the level of Bolt-On assigned to the individual connection. Data usage will then be restricted above this cap until the cap is lifted by the Contracting Authority or an additional Bolt-On is purchased.
- 6.6.2.8 The Supplier will provide Wi-Fi Calling as a free of charge service provided the Contracting Authority has Wi-Fi Calling enabled devices.
- 6.6.2.9 All Data Bolt-Ons will be inclusive of EU Roaming Data.

## 6.6.3 Shared Data Bundle Requirements

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- 6.6.3.1 The Shared Data Bundle will be for UK and EU roaming data only and 4G network connectivity by default, only reverting to other network connectivity where 4G coverage is unavailable. If 5G becomes available during the term of the Call-Off Contract 5G will be offered by default (where the Contracting Authority has 5G enabled devices and where 5G connectivity is available).
- 6.6.3.2 The Supplier will provide a Shared Data Bundle comprised of one, or a combination, of the following predefined bundles: 150GB, 250GB, 350GB, 500GB, 750GB, 1TB, 1.5TB, 2TB, 2.5TB, 3TB, 3.5TB, 4TB, 4.5TB, 5TB, 5.5TB, 6TB, 6.5TB, 7TB, 7.5TB, 8TB, 8.5TB, 9TB, 9.5TB, 10TB. For clarity, 1TB is equal to 1024GB.
- 6.6.3.3 The Supplier will allow a Contracting Authority to have different groups of connections accessing different Shared Data Bundles where required.
- 6.6.3.4 The connections sharing the Shared Data Bundle can be changed at any time by the Contracting Authority upon notification to the Supplier's account manager or via the online portal. Each connection is subject to a minimum period of 3 months.
- 6.6.3.5 The Supplier can only apply an out of bundle over-usage charge as priced in the Supplementary Pricing Catalogue.
- 6.6.3.6 The charge for the Shared Data Bundle will be a fixed monthly recurring charge and will not differ depending upon the number of connections accessing it. The Supplier may charge one "lead" connection or alternative account for the monthly cost of the Shared Data Bundle.
- 6.6.3.7 The Supplier shall not apply an early termination fee to any Shared Data Bundle.
- 6.6.3.8 The Supplier will provide the Shared Data Bundle to use in conjunction with any data enabled mobility device that will take a SIM card, (except BlackBerry BES 5.x); and allow tethering at no additional charge.
- 6.6.3.9 Contracting Authorities are able to amend the tiers of the Shared Data Bundle at three (3) monthly intervals upon notification to the Supplier's account manager or via the online portal.

- 6.6.3.10 A Contracting Authority must apply a minimum of 100 connections to the Shared Data Bundle. There is no maximum number of connections which can access the Shared Data Bundle.
- 6.6.3.11 The Supplier will not apply any additional charges for connections which access or are added to, or removed from the Shared Data Bundle.
- 6.6.3.12 Each Contracting Authority will need to consult with the Supplier's account manager prior to ordering the Shared Data Bolt-On (to ensure the full details of the service delivery unique to the Supplier are known and understood).
- 6.6.3.13 The Supplier shall provide the ability to assign individual data caps per connection within a Shared Data Bolt-On as a standard free of charge service should this facility become available during the life of the Call-Off Contract.
- 6.6.3.14 The Supplier will provide Wi-Fi Calling as a free of charge service provided the Contracting Authority has Wi-Fi Calling enabled devices.
- 6.6.3.15 All Shared Data Bundles will be inclusive of EU Roaming Data.

## **6.7 Devices**

Contracting Authorities may wish to choose from a wide range of devices at their discretion should a device be required. The Contracting Authority cannot provide information on their expected device requirement (both volume and specification) and therefore require a flexible approach to device purchase. The Contracting Authority may wish to realise further savings by reusing existing equipment wherever possible.

- 6.7.1 The Supplier will maintain a catalogue of ancillary services to facilitate Contracting Authorities selecting and purchasing devices to meet their requirements, which can include devices and/or services available under RM3808 Network Services 2.
- 6.7.2 When requested by a Contracting Authority, the Supplier will provide for a minimum two week period a loan device from the Ancillary Services Catalogue (as referenced in 6.7.1) for testing for compatibility with the Contracting Authority's systems. All usage incurred on the test device is chargeable at the rates determined through this contract.

- 6.7.3 Details of the anticipated lifecycle for devices will be made available periodically by the Supplier and product upgrade paths/technology road maps must be shared with the Contracting Authority.
- 6.7.4 The Supplier will share with the Contracting Authority at the earliest opportunity, information it obtains from manufacturers regarding device obsolescence.
- 6.7.5 Insurance options, at an additional monthly cost, will be made available by the Supplier for a Supplier supplied device. (Note: Bidders will provide the cost or schedule of costs for insurance in the Supplementary Pricing Catalogue).
- 6.7.6 Once a Contracting Authority reports a defective device supplied by the Supplier under warranty or insurance, the Supplier shall provide a replacement device to the Contracting Authority at no additional cost in accordance with the following service level:
- (a) Informed prior to 12.00 Noon: the next Working Day; or
  - (b) Informed after 12.00 Noon: by the end of the second Working Day after notification.
- 6.7.7 If the device to be replaced is obsolescent/obsolete and an identical replacement cannot therefore be provided, an alternative with equal or higher specification will be offered to the Contracting Authority. Acceptance of the alternative is at the discretion of the Contracting Authority and will not be unreasonably withheld.
- 6.7.8 The Supplier will provide an appropriate range of accessories for each device offered including spare batteries, chargers and cases. (Note: It is expected the accessory range will be included in the Supplier's Ancillary Services Catalogue as referenced in 6.7.1).
- 6.7.9 Devices will be provided via the Supplier's Ancillary Services Catalogue and must be provided unlocked or if provided locked, the device must be unlocked by the Supplier free of charge upon request by the Contracting Authority at any point during the Call-Off Initial Period. At the end of the Call-Off Initial Period all devices provided by the Supplier will be unlocked by the Supplier automatically without request. If the unlocking process cannot be automated, the Supplier must notify Contracting Authorities during the last month of the Call-Off Initial Period that their devices can be unlocked.
- 6.7.10 Any new Ofcom regulations with regard to locked devices will override the requirement stated in 6.7.9 if they come into legislation during the term of the Call-Off Contract.

- 6.7.11 All SIM cards will be provided free of charge, including replacement SIMs where the original SIM card is no longer the correct size for the end user's new device, has been lost, stolen or subject to non-malicious damage.

## **6.8 Minimum Commitments**

The Contracting Authority will have rights to cancel and suspend elements of the service, subject to volume commitments made and equipment credits.

- 6.8.1 Contracting Authorities will be able to cancel (or not add) up to 20% of their stated requirement to the Supplier during the term of the contract without charge, subject to:

- (a) Establishing and maintaining 80% of the stated requirement; and
- (b) 24 month commitment for All-Inclusive tariffs with equipment credits (where applicable).

(Note: Each Contracting Authority commits to have 80% of their stated requirement in contract by the 1st anniversary of the Call-Off Start Date. The stated requirement can include new connections or migrated connections. The Contracting Authority may reasonably increase the volume of base connections and will be charged the rates identified in the Supplier Pricing Catalogue. Section 6, 72 – 'Modification of contracts during their term', of the Public Contracts Regulations (2015) applies).

- 6.8.2 Where a Contracting Authority does not achieve 80% of the stated requirement by the 1st anniversary of the Call-Off Start Date, the Supplier may apply Network Services 2 Catalogue rates for the 2nd (and any subsequent) year (not retrospectively) of the Call-Off Contract only, for all connections they provide to that Contracting Authority subject to the Supplier meeting the condition set out in 6.10.2 of this NFC137 Bid Pack Attachment 2 – How to Bid Including Evaluation Criteria.
- 6.8.3 No minimum revenue guarantee, spend guarantee or usage guarantees will be required by the Supplier or given by the Contracting Authority.
- 6.8.4 In the event the Contracting Authority has made available their users for migration but the Supplier has failed to migrate those users within a reasonable time, the Contracting Authority will write to the Supplier informing them of such and the Contracting Authority: will be released from their obligation to meet the individual Contracting Authority minimum commitment to the Supplier; and will continue to be charged the rates identified in the Supplier Pricing Catalogue; and

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will not be subject to the application of Network Services 2 Catalogue pricing or any early termination of Service.

- 6.8.5 Where requested by the Contracting Authority, the Supplier will allow the Contracting Authority to port numbers to and from the Supplier and retain existing mobile phone numbers at no extra charge.

## **6.9 Transition Support Service**

Contracting Authorities require support with implementing the new service.

- 6.9.1 All Contracting Authorities must be able to access transition support services through a dedicated telephone number available as a minimum between 9am and 5pm Monday to Friday, excluding Bank Holidays, throughout the Call-Off Contract Period. These services must provide over the phone support for the following: Set-up and installation of SIMs; Troubleshooting connectivity issues; Porting issues; Unlocking handsets; Changeover of handsets, including but not limited to reconfiguration of PDA, Smartphone, Mobile Broadband and BlackBerry devices.
- 6.9.2 The Supplier will allocate suitable resource dedicated to assisting the Contracting Authority migrate to their Service.
- 6.9.3 The Supplier, regardless of whether they are the incumbent provider, will provide a Transition Support Fund comprising £1000 for transition support services per 500 connections or part thereof, up to a maximum of £5000. A Transition Support Fund of £1000 must, as a minimum, cover the cost of on-site support for one day. Transition support will cover all sites within the Contracting Authority's estate identified in the Implementation Plan. There will be no minimum number of connections per Contracting Authority's site for the purpose of transition support. The Contracting Authority will agree with the Supplier how the Transition Support Fund is best utilised. Any remaining Transition Support Fund will be converted into equipment credit post implementation.
- 6.9.4 Where a Contracting Authority is intending to transition fewer than 500 connections, the Supplier shall provide a pro-rata Transition Support Fund. Any Transition Support Fund must, as a minimum, cover the cost of a day of on-site implementation training.
- 6.9.5 As a result of the COVID-19 pandemic it may not be possible for on-site support or for face to face meetings to be held. In this case the Supplier must offer alternative options to ensure a smooth transition.

## 6.10 Implementation Plan & Delay Payment

The Implementation Plan identifies when the Supplier will transition the Contracting Authority onto the Services, taking into account the availability of connections.

6.10.1 Within 30 calendar days of the Call-Off Start Date, the Supplier must present to the Contracting Authority a draft Implementation Plan (Call-Off Schedule 13 (Implementation Plan and Testing, Part A, Annex 1) to include as a minimum:

6.10.1.1 The approach to transition;

6.10.1.2 Opportunity for the Contracting Authority to set a billing limit including indication of process for notifications related to any bill limit;

6.10.1.3 The billing process to be adopted for NFC137 (including template invoice and billing dates);

6.10.1.4 Migration (where applicable);

6.10.1.5 Timescales and activities, and have engaged with the Contracting Authority to seek their approval of the Implementation Plan.

6.10.2 The Supplier must complete the NFC137 tariff build within 8 weeks from Award.

6.10.3 The Supplier shall commence implementation of all connections identified as available for immediate transition within 30 calendar days of approval of the Implementation Plan by the Contracting Authority (unless otherwise agreed in the Implementation Plan); completing implementation of these available connections within 6 months from Call-Off Start Date.

6.10.4 The Supplier must notify the Contracting Authority of any implementation delays as soon as they are identified; and identify all actions the Supplier is undertaking to mitigate any delay.

6.10.5 Any connections identified as available by the Contracting Authority for transition that are not migrated within 3 months from notification to the Supplier will be subject to a Delay Payment charge that will be calculated using the following formula:

6.10.5.1 (Equivalent catalogue monthly charge per connection – NFC137 monthly charge per equivalent connection) = Monthly Saving ((Monthly Saving x 12) / 365 Days) x number of Days delayed = Delay Payment per connection.

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## **6.11 Account Management Service**

Contracting Authorities require account management services to support them in managing their mobile base.

6.11.1 All Contracting Authorities must be able to access the account management service through a dedicated telephone number available 9am to 5pm Monday to Friday excluding Bank Holidays as a minimum throughout the Call-Off Contract Period.

6.11.2 The Supplier shall provide an online portal to enable Contracting Authorities to (include, but not limited to):

6.11.2.1 Place Orders (eOrdering);

6.11.2.2 Undertake moves, adds and changes to Bolt-Ons;

6.11.2.3 Check Order Status;

6.11.2.4 Make payments electronically (ePayment);

6.11.2.5 Access online account management services;

6.11.2.6 Raise faulty device returns;

6.11.2.7 Ask customer support and technical support questions;

6.11.2.8 Receive alerts for each connection, account or cost code;

6.11.2.9 Make changes to connections such as service bars;

6.11.2.10 Run, compile and receive reports;

6.11.2.11 Add additional log-on details for additional users, upon request;

6.11.2.12 Tier access rights to accommodate different types of users, such as Administrator, Account/Cost Code Manager, Team Manager;

6.11.2.13 Assign user names to the phone numbers for reporting purposes.

6.11.2.14 Any facilities not provided via an online portal must be accessible via the account management service.

6.11.3 The Supplier must attend regular performance review meetings, generally held once per quarter (where required) at the Contracting Authority's location and convenient time. Meetings can be held using

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an audio conference or at a more infrequent period at the discretion of the Contracting Authority.

## 6.12 Invoicing & Billing

Contracting Authorities have a range of requirements for billing and invoicing.

- 6.12.1 The Supplier will provide a comprehensive range of billing options and invoicing structures subject to individual Contracting Authority's requirements including paper or electronic methods to e-billing at no additional cost. Please note, P2P facilities (where offered) will be priced within the Supplementary Pricing Catalogue.
- 6.12.2 The Supplier will provide sufficient levels of billing structure capable of being reflected in any subsequent electronic Valid Invoice or billing data (capable of being exported to a spreadsheet application such as Excel), to allow unique Contracting Authority's billing arrangements and for customised information to their individual requirements.
- 6.12.3 The Supplier will provide all billing data fully itemised in its most granular form.
- 6.12.4 The Supplier will provide subsequent copies of paper bills and credit notes at no charge for each end user once a month upon request.

## 7. KEY MILESTONES AND DELIVERABLES

7.1 The following Call-Off Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date

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## **8. MANAGEMENT INFORMATION/REPORTING**

- 8.1 The Supplier must provide comprehensive reports, or reporting tools to allow the Contracting Authority to fully understand their use of the Services on a monthly (or quarterly basis if required by the Contracting Authority) capable of being exported from the Call-Off Start Date into a spreadsheet application such as Excel at no additional cost and accessible via an online portal (where provided). This must include as a minimum an equivalent service to that offered as standard through Lot 6 of Network Services 2 as well as:
- 8.1.1 The account structure and total number of connections assigned to any cost centre or similar structure, with a breakdown by type/tariff;
  - 8.1.2 All invoiced billing data broken down by the account structure and down to individual connection level;
  - 8.1.3 A breakdown of usage based on call classification, duration, number of SMS messages and data usage;
  - 8.1.4 Details of the device type/model associated with the connection, connection commencement date and current bars /usage limits;
  - 8.1.5 Analysis on usage patterns, including but not limited to, top ten numbers called by value/volume, top ten users by value, International numbers, premium numbers, 5 digit SMS numbers, zero usage and usage compared with previous months;
  - 8.1.6 Exception reports where users breached fair usage policies/bundled amounts;

- 8.1.7 A summary report of any other issues associated with the connection the Supplier can offer; for example, fraudulent use, aberrant use, usage alerts, device repairs and any complaints or request for assistance received from the end user.
- 8.2 The Supplier will not unreasonably withhold occasional ad hoc report requests where the Supplier has existing standard reports which meet the Contracting Authority's requirement. Contracting Authorities cannot raise more than one ad hoc report per month unless otherwise agreed.

## **9. VOLUMES**

- 9.1 Total volume across all Contracting Authorities, with a breakdown by tariff for each Contracting Authority, is provided in the Attachment 4 – Pricing Schedule. Additional background information for each Contracting Authority can be found in Attachment 6 – Contracting Authorities.
- 9.2 To the best of our ability and knowledge, all information contained in this Bid Pack is correct at the time of publication including all Contracting Authority information.

## **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Call-Off Contract duration as per Call-Off Schedule 3 Continuous Improvement.
- 10.2 The Supplier should present new ways of working to each Contracting Authority during Call-Off contract review meetings, scheduled at a recurring mutually agreed time.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Contracting Authority's attention and agreed prior to any changes being implemented.

## **11. SUSTAINABILITY**

- 11.1 The Supplier will be expected to deliver the required services in compliance with Joint Schedule 5 Corporate Social Responsibility.

## **12. QUALITY**

- 12.1 The quality of the service will be monitored and managed by each individual Contracting Authority in-line with the successful delivery of the pre-determined milestones at section 7 and the Service Levels and Performance at section 15.

## **13. PRICE**

- 13.1 Prices are to be submitted via the e-Sourcing Suite following the instructions listed in Attachment 2 – How to Bid Including Evaluation Criteria and Attachment 4 – Price Schedule.
- 13.2 Prices should exclude VAT and include all other expenses relating to Call-Off Contract delivery.
- 13.3 Each bidder will submit the following pricing catalogues as part of their tender: Supplier Pricing Catalogue; Supplementary Pricing Catalogue.
- 13.4 The Supplier shall provide the Supplier Pricing Catalogue. The Supplier Pricing Catalogue sets out the charges for the Services for the duration of the agreement, except where the Services do not form part of the Supplier Pricing Catalogue; in which case the Supplementary Pricing Catalogue will apply, or failing that the Network Services 2 Catalogue rate will apply.
- 13.5 The Supplementary Pricing Catalogue Section A must be priced as a minimum. The Supplementary Pricing Catalogue Section B must show any and all potential services and tariff charges to be applied by the Supplier unique to the Contracting Authorities of this NFC137.
- 13.6 The Supplier shall only apply one Pricing Catalogue to each individual Contracting Authority at any one time (either Supplier Pricing Catalogue or Network Services 2 Catalogue). The Supplier Pricing Catalogue will be the default Pricing Catalogue, except where Network Services 2 Catalogue is triggered (as described in 13.4).
- 13.7 The Services will be delivered and charged at the rates identified by the Supplier Pricing Catalogue, Supplementary Pricing Catalogue (Attachment 4 – Price Schedule) or thereafter the prevailing Network Services 2 Ancillary Services Catalogue for the equivalent Service.
- 13.8 All prices must be in pounds Sterling excluding VAT and be inclusive of the Network Services 2 management charge.

## **14. STAFF AND CONTRACTING AUTHORITY'S SERVICE**

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Call-Off Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Call-off Contract shall have the relevant qualifications and experience to deliver the Call-off Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Contracting Authority's vision and objectives and will provide excellent customer service to the Contracting Authority throughout the duration of the Call-off Contract.

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## 15. SERVICE LEVELS AND PERFORMANCE

15.1 The Contracting Authorities require the following Service Maintenance Levels and associated Agreed Service Times. The Contracting Authorities recognise that Supplier's own standard service charters may provide more comprehensive service levels than those listed below. However, the Contracting Authorities also recognise that each Supplier may offer differing levels of service in different areas, therefore this section 15 seeks to ensure that all bidders are presented with equal opportunity to commit to providing the same level of service, in the same areas, under this NFC137.

15.1.1 The Supplier's account management service will provide acknowledgement of Contracting Authority's enquiry/issue submitted via telephone, email or online portal within 1 Working Day.

15.1.2 Where the Contracting Authority has telephoned the Supplier's account management service to report a lost or stolen device the Supplier's account management service will apply a bar to the connection immediately and provide confirmation of bar applied to lost device within 1 hour.

15.1.3 The Supplier will deliver in-stock new devices (including replacement and substitute devices) to the Contracting Authority in accordance with the following Service Maintenance Levels and Agreed Service Times:

- (a) Informed prior to 12.00 Noon: the next Working Day; or
- (b) Informed after 12.00 Noon: by the end of the second Working Day after notification.

15.1.4 The Supplier will provide collection/return of faulty Supplier supplied device/s under warranty or insurance in accordance with the following Service Maintenance Levels and Agreed Service Times:

- (a) Informed prior to 12:00 noon: the next Working Day; or
- (b) Informed after 12:00 noon: by the end of the second Working Day after notification.

15.1.5 The Supplier's account management service will resolve enquiries/issues (including billing issues) within 5 Working Days. In the event of a complex issue which cannot be fully resolved in 5 Working Days, the Supplier will agree with the Contracting Authority within 5 Working Days the action and timescales that will be taken to resolve the query.

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15.1.6 In the event that a Contracting Authority reports any device as faulty within the Supplier's warranty period, the Supplier will either repair the device or replace the device with the same or an equivalent device at no cost to the Contracting Authority in accordance with Service Maintenance Levels and Agreed Service Times.

15.1.7 The Supplier will provide ad hoc Reports within 2 Working Days.

## **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

16.1 In accordance with RM3808 Network Services 2 Call-Off Schedule 9, Part A (Short Form Security Requirements) applies.

## **17. PAYMENT AND INVOICING**

17.1 Payment terms and method is to be agreed between the Contracting Authority and Supplier as per the completed Order Form.

17.2 Invoices should be submitted to an address determined by the Contracting Authority as per the completed Order Form.

## **18. CONTRACT MANAGEMENT**

18.1 Attendance at contract review meetings shall take place as per 10.2 and will be at the Supplier's own expense.

## **19. LOCATION**

19.1 The location of the Services will be carried out as agreed between the Contracting Authority and the Supplier at the Call-Off Start Date.

## **20. ANNEX 1 – CONTRACTING AUTHORITIES**

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Industry Clarification Questions and Answers  
RM3808 - CCIS21A38 Mobile Voice & Data Aggregation  
Contract Reference: CCIS21A38

Ref	Industry Clarification Question	Response	Date Issued
1	<p>CQs from an RM3808 Order Form perspective are:</p> <p>The following optional RM3808 Call-Off Schedules are not proportionate for Mobile Voice and Data Services, and/or commercially driven procurement exercises. They either uplift Bidder costs (to the detriment of value delivered to Buyers), and/or increasing the risk profile of the contract:</p> <p>Call-Off Schedule 7 Key Supplier Staff. Suppliers would not typically specify named staff or follow the prescriptive processes for a contract of this scope.</p>	<p>Call Off Schedule 7 is necessary and applicable. Note "As per Key Staff section of NS2 NFC137 Further Competition Order Form" at Annex 1.</p>	
2	<p>Call-Off Schedule 10 Exit Management. Successful and outgoing Lot 6 suppliers operate exit management processes that are tailored for Lot 6 services. These processes are bound by regulatory guidelines from Ofcom. Schedule 10, when applied for Lot 6, generates additional controls, unnecessary complexities and costs to this process. Please confirm the removal of these Schedules on this basis.</p>	<p>CCS understand that Suppliers are already bound by regulatory guidelines. However, Schedule 10 Exit Management is a standard component of contracts resultant from a Further Competition run under RM3808 Network Services 2. These provide a contractual assurance of the obligations contained within. Therefore Call Off Schedule 10 will apply to this Further Competition.</p>	
3	<p>Buyer's Environmental Policy. Five of the nine Buyers have stated that the Buyer's Environmental Policy is Not Applicable in the RM3808 Order Form. The other four Buyers have included bespoke policies, which include a range of tailored standards and reporting requirements. In line with CCS Core terms, the Buyer's Environmental Policy relates to works carried out on site which does not apply for Lot 6 services. In addition, Joint Schedule 5 (CSR) applies under this contract which sets out Government sustainability standards. The contents of the Order Form are mandated on a Yes/No, Pass/Fail basis without caveat or limitation. The review and unequivocal acceptance of bespoke policies creates additional complexities, risk</p>	<p>This is a standard customer option for Further Competitions run under RM3808 Network Services 2, and will apply to this Further Competition.</p> <p>Bury Council have confirmed that their Environmental Policy can be removed.</p> <p>West Lindsey District Council and Rochdale Borough Council have confirmed that they would be satisfied to include a statement in the order form that the Buyer's Environmental Policy is for guidance only.</p>	

Industry Clarification Questions and Answers  
RM3808 - CCIS21A38 Mobile Voice & Data Aggregation  
Contract Reference: CCIS21A38

	and costs to the bidding process. For a commercially-driven, aggregated procurement exercise, a centrally agreed Order Form that is proportionate for Lot 6 is more cost effective and expedites contracting. On this basis, please confirm if the Buyer's Environmental Policy can be stated as Not Applicable in all Order Forms.	An update on UK Export Finance will follow.	
4	Call-Off Schedule 1 (Transparency Reports). Please clarify if the reporting requirements outlined in Section 8 of the Statement of Requirements will be the content transposed into Annex 1 of Call-Off Schedule 1.	Statement of Requirements Section 8 sets out the customers' reporting requirements on usage etc relating to management information. The Transparency Reports referenced in Call-Off Schedule 1 are separate and cover any reporting requirements identified by a Customer in Annex A of that Schedule.	
5	Joint Schedule 11 (Processing Data). Please confirm that the contents of Joint Schedule 11 will be mutually agreed during the contracting phase.	Confirmed.	
6	You stated the following:  6.12.4 in the Statement of Requirements - The Supplier will provide subsequent copies of paper bills and credit notes at no charge for each end user once a month upon request.  Please can this be removed or " applies in exceptional circumstances" caveat added	This remains as specified – note "upon request".	
7	Please can you provide confirmation of connection break down needed for: - FSA, 250 connections unaccounted for in breakdown - Rochdale, you stated all connections are voice only or payu in the additional info... how many are data? - Six Town, no breakdown	Attachment 6 – Contracting Authorities Additional Information has been updated with this information. Please find this in v2.0	
8	Can CCS confirm Europe Zone 1-3 is based on EU countries only?	Confirmed.	

Industry Clarification Questions and Answers  
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9	Regarding PAYG users. Inputting the rate card for pence per minute into the price sheet will over inflate the overall bid TCV. Can CCS provide a separate sheet for the basic call tariff to ensure there isn't confusion between the rate cards to inclusive calls and text and PAYG?	Attachment 4 – Price Schedule has been updated. Please note the changes in the Instructions tab and also that the PAYG prices must now be input in the Supplementary Pricing Catalogue, section C.	
10	Please confirm the Call-Off Contract extension period is for exactly 12 months, i.e. no less than 12 months.	Confirmed.	
11	Can you please confirm whether any of the schedules have been amended and if so which ones and where.	Joint Schedule 11 has been amended – it is now a blank template for completion following Award, with agreement between the Supplier and each Contracting Authority. No other schedules have been amended. For clarity, the schedules that need completion following Award have been listed in Attachment 1 at sections 1.2.3.2 and 1.2.3.3.	
12	The inclusion of six optional schedules may be price impacting (and in the case of Call Off Schedule 10 we do not believe it is necessary as transition of mobile users is dealt with in the regulated PAC code regime). Would the Buyers be comfortable removing all Optional Schedules?	Six optional schedules have not been included – please clarify which schedules you refer to?	
13	We note Joint Schedule 5 (Corporate Social Responsibility) has moved in the order of precedence from near the bottom to just after Joint Schedule 4, so it now has equal order of precedence to the majority of Joint and Call Off Schedules. Would you accept it being moved back to where the CCS Call Off Contract template originally states it (after Core Terms)?	Joint Schedule 5 is in the same position it has been for all of the National Further Competitions run on RM3808. The position and order of precedence of all Joint Schedules and Call Off Schedules is the same as all other National Further Competitions that have been run on RM3808.	
14	We note several of the Buyers have included their own Environmental policy. Inclusion of a Buyer's Environmental Policy is price impacting. In order to lower costs, are Buyer's happy to i) remove the need for the Environmental Policy altogether or ii) include a statement in the order form that the Buyer's Environmental Policy is for guidance	This is a standard customer option for Further Competitions run under RM3808 Network Services 2, and will apply to this Further Competition.  Bury Council have confirmed that their Environmental Policy can be removed.	



Industry Clarification Questions and Answers  
RM3808 - CCIS21A38 Mobile Voice & Data Aggregation  
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	only? Affected Buyers are: Bury Council, Rochdale Borough Council, UK Export Finance and West Lindsey District Council.	West Lindsey District Council and Rochdale Borough Council have confirmed that they would be satisfied to include a statement in the order form that the Buyer's Environmental Policy is for guidance only.  An update on UK Export Finance will follow.	
15	Paragraph 5.3 of Attachment 3 says Contracting Authorities can nominate any date in the 3 month period from date of Award as the Start Date. Please can the Contracting Authorities confirm they will work with the Supplier to agree a Start Date which needs to take into account any tariff build/implementation/transition.	The Start Date will be discussed following Award in the initial meetings between the Supplier, each Contracting Authority and CCS. The Start Date will not take into account the tariff build. As per the Statement of Requirements 6.10.2 the Supplier must complete the tariff build within 8 weeks from Award.	
16	Paragraph 6.2 of Attachment 3 references "the Compliance and Mandatory Requirements" as referenced in the Order Form. We have not been able to locate this definition or its location in the Order Form. Please can you highlight what it means and where it is.	The definitions for Compliance Requirement and Mandatory Requirement can be found in Section 4 of the Statement of Requirements (Definitions Section). The reference within the Order Form is the Call Off Deliverables.	
17	Paragraph 6.11.3 of Attachment 3 refers to "Performance Review Meetings" yet this is not defined anywhere. Please can you confirm what is required from such meetings.	The revised Statement of Requirements v2.0 has been uploaded. The term "performance review meeting" is not a defined term. These meetings will be used for the Contracting Authorities and the Supplier to review the NFC137 contract.	
18	Paragraph 18.1 of Attachment 3 refers to "Contract Review meetings" yet this is not defined anywhere. Please can you confirm what is required from such meetings.	The revised Statement of Requirements v2.0 has been uploaded. The term "contract review meeting" is not a defined term. These meetings will be used for the Contracting Authorities and the Supplier to review the NFC137 contract.	
19	We note that Progress Meeting Frequency has been selected by all Buyers as "Monthly in line with Section 8.1 of the Statement of Requirements" however Section 8.1 only covers management information/reporting. If each Buyer requires a monthly Progress Meeting, please can they all confirm that these meetings are	Progress Meetings via video call and/or telephone are acceptable given COVID-19 limitations at the moment.	

Industry Clarification Questions and Answers  
RM3808 - CCIS21A38 Mobile Voice & Data Aggregation  
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	acceptable via a video call and/or telephone given Covid limitations in face to face meetings.		
20	<p>With regards to Joint Schedule 11, Buyers are purchasing connectivity services from Supplier (if successful in tender). In order to provide connectivity services, Supplier processes two categories of data: (1) operational data, (2) traffic data. Supplier is an independent data controller in respect of each category of data. This is well established in law and regulatory body guidance. In practice, Supplier will take decisions about the data needed to allow this to happen and the way in which such data is processed – accordingly, it is controller in respect of such data. This is quite nicely explained in the Data Protection Directive under Recital 47 (although this has been replaced by GDPR, the principle has not changed under the new law). We’ve underlined the section which relates directly to the Supplier’s position as Data Controller:</p> <p>'Whereas where a message containing personal data is transmitted by means of a telecommunications or electronic mail service, the sole purpose of which is the transmission of such messages, the controller in respect of the personal data contained in the message will normally be considered to be the person from whom the message originates, rather than the person offering the transmission services; whereas, nevertheless, those offering such services will normally be considered controllers in respect of the processing of the additional personal data necessary for the operation of the service.'</p> <p>Supplier does not have a Personal Data relationship with the information that is sent by a User across its network. Supplier is neither a controller nor a processor in respect of the data transmitted via the service; it is merely in possession of a data packet that contains personal data (see paragraph 34 of The ICO’s guidance note,</p>	<p>There will be no changes made to Clause 14.1 of the Core Terms. There will be no changes made to the structure of Joint Schedule 11. Please be reminded that Joint Schedule 11 has been published as a template to be completed following Award with the agreement of the Supplier and each Contracting Authority.</p> <p>Please note that the proposed Joint Schedule 11 attached is blank – please can this be resubmitted for reference.</p>	

Industry Clarification Questions and Answers  
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<p>'Data controllers and data processors: what the difference is and what the governance implications are' <a href="https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf">https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf</a>). Therefore, these types of information are not relevant to information that is required for Annex A, which is the document that defines the relationship between the Parties only.</p> <p>As Supplier is considered a Data Controller, this therefore needs to be reflected in the contract as follows:</p> <ul style="list-style-type: none"> <li>• Clause 14.1 of the Core Terms be updated so that Joint Schedule 11 only applies to the information which the Supplier is acting as a Processor under GDPR by changing the phrasing as follows: "The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11."</li> <li>• Joint Schedule 11 Annex A will need to be amended to reflect the processing position of the solution each Buyer is purchasing, and the fact that in providing a connectivity Service Supplier is acting as an independent Controller for Operational and Traffic Data. The Supplier would like to propose an updated Joint Schedule 11 Annex A to this effect as attached.</li> </ul> <p>Please can the Buyers are confirm they are comfortable with the above approach.</p>		
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**\* Please ensure you are familiar with the instructions found in the Bid Pack and in the Instructions tab before completing this template.**

**TOTAL  
PRICE**

**£70,451.10**

**TOTAL CONTRACTING  
AUTHORITY CEILING  
PRICE:**

**£234,520.08**

TOTAL
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	£70,451.10
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Please ensure you are familiar with the instructions found in the Bid Pack and in the instructions tab before completing this template.

NFC137 Supplementary Pricing Catalogue

Bidder's Supplementary Pricing

Please populate this tab (worksheet) with Services in addition to those listed in your Supplier Pricing Cat, and which will apply to this Call-Off Contract. Note that the successful bidder's pricing will appear in the Call-Off Contract.

The Services below in Section A and C MUST be completed as a minimum with actual prices - not words (with the exception of World Wide Voice & Data Bolt-Ons which requires additional content). Your tender may be rejected if you do not populate Section A and Section C.

The Services within Section B can be added to, amended or deleted and replaced as appropriate.

SECTION A

Call / Message Charges		
Non Geographic Calls (084)	Per Minute	
Non Geographic Calls (087)	Per Minute	
Non Geographic Calls (0800)	Per Minute	
Non Geographic Calls (09)	Per Minute	
Directory Enquiry Call	Per Minute	
Premium Rate Call	Per Minute	
Premium Rate Message	Per Message	
Personal Numbering (070) Call	Per Minute	
Personal Numbering (070) Message	Per Message	

Out of bundle over usage Charges		
Data Bolt-On (per connection)	Per MB	
Shared Data Bolt-On	Per GB	

Coverage Solutions		
Signal boosters for 4-8 users	Per Unit	
Signal boosters for 9-15 users	Per Unit	
Signal boosters for 16-24 users	Per Unit	
Signal boosters for 25-34 users	Per Unit	
Signal boosters for 35 users +	Per Unit	

Device Insurance Options		
Insurance	Per Device per Month	

World Wide Voice & Data Bolt-Ons					
Enter name of Bolt-On	Enter cap for Calls & SMS	Enter cap for data MB/GB	Location coverage i.e. World Wide, North America	Time period i.e. daily, weekly, monthly	£
Global Daily Business Traveller Roaming Bolt-On Zone B	200 SMS / 200 Mins	500MB	Australia, Brazil, Canada, Isle of Man	Daily	
Global Daily Business Traveller Roaming Bolt-On Zone C	20 SMS / 10 Mins	50MB	Afghanistan, Albania, Angola, Antigua, Barbados	Daily	
Global Daily Business Traveller Roaming Bolt-On Zone D	5 SMS / 5 Mins	5MB	Algeria, Andorra, Angola, Argentina, Armenia	Daily	

Bidders can add rows as required

Any out of bundle over-usage charges to be charged at the rates stated in the Supplier Pricing Cat

SECTION B

Additional		
Mobile Extension	Per Unit	
Mobile Device Management (MDM)	Per Unit	
Professional Services	Per Day	

SECTION C

Pay as You Consume Tariff Prices	
Tariff Description (Voice usage)	
Calls to Mobile same network	
Calls to Mobile same network and same account	
Calls to Mobile other networks	
Calls to local fixed lines	
Calls to national fixed lines	
Voicecall Calls	
Mobile Originating Roamed Calls (Europe Zones 1-3)	
Mobile Originating Roamed Calls (North America 5)	
Mobile Originating Roamed Calls (Rest of World 4, 6, 7)	
Mobile Terminating Roamed Calls (Europe Zones 1-3)	
Mobile Terminating Roamed Calls (North America 5)	
Mobile Terminating Roamed Calls (Rest of World 4, 6, 7)	
Calls from UK to Europe Zones 1-3	
Calls from UK to North America 5	
Calls from UK to Rest of World 4, 6, 7	
Tariff Description (SMS usage)	
SMS Messages (UK)	
Multimedia Message (UK)	
SMS Messages to (Europe Zones 1-3)	
SMS Messages to (North America Zone 5)	
SMS Messages to (Rest of World Zone 4, 6, 7)	
International Multimedia Messages	
Roaming SMS Messages (Europe Zones 1-3)	
Roaming SMS Messages (North America 5)	
Roaming SMS Messages (Rest of World 4, 6, 7)	
Roaming Multimedia Messages	
International Data Roaming	
Data Roaming Europe (Zones 1-3)	
Data Roaming Rest of World (Zones 4-7)	

Contracting Authority Food Standards Agency

Current provider Daisy (EE network)

**CONTRACTING  
AUTHORITY  
CEILING PRICE:  
SUPPLIER BID:**

**£234,520.08  
£70,451.10**

Tariff Description (Connections and Bolt-Ons)	Volume
<b>Base Connections</b>	1,200
All Inclusive Voice/SMS Tariff (including £50 equipment credit)	
All Inclusive Voice/SMS Tariff	1 200
Data 1GB	
Data 2GB	
Data 3GB	
Data 4GB	
Data 5GB	
Data 8GB	
Data 10GB	
Data 16GB	
Data 20GB	
Data 60GB	
150GB Shared Data Bolt-On	
250GB Shared Data Bolt-On	
350GB Shared Data Bolt-On	
500GB Shared Data Bolt-On	
750GB Shared Data Bolt-On	
1TB Shared Data Bolt-On	
1.5TB Shared Data Bolt-On	
2TB Shared Data Bolt-On	
2.5TB Shared Data Bolt-On	
3TB Shared Data Bolt-On	1
3.5TB Shared Data Bolt-On	
4TB Shared Data Bolt-On	
4.5TB Shared Data Bolt-On	
5TB Shared Data Bolt-On	
5.5TB Shared Data Bolt-On	
6TB Shared Data Bolt-On	
6.5TB Shared Data Bolt-On	
7TB Shared Data Bolt-On	
7.5TB Shared Data Bolt-On	
8TB Shared Data Bolt-On	
8.5TB Shared Data Bolt-On	
9TB Shared Data Bolt-On	
9.5TB Shared Data Bolt-On	
10TB Shared Data Bolt-On	
<b>Tariff Description (Voice usage)</b>	<b>Annual Volumes (Minutes)</b>
Calls to Mobile same network	61,603
Calls to Mobile same network and same account	12
Calls to Mobile other networks	63,531
Calls to local fixed lines	36,205
Calls to national fixed lines	0
Voicemail Calls	19 240
Mobile Originating Roamed Calls (Europe Zones 1-3)	281
Mobile Originating Roamed Calls (North America 5)	0
Mobile Originating Roamed Calls (Rest of World 4 6 7)	0
Mobile Terminating Roamed Calls (Europe Zones 1-3)	0
Mobile Terminating Roamed Calls (North America 5)	0
Mobile Terminating Roamed Calls (Rest of World 4, 6, 7)	0
Calls from UK to Europe Zones 1-3	283
Calls from UK to North America 5	0
Calls from UK to Rest of World 4, 6, 7	0
<b>Tariff Description (SMS usage)</b>	<b>Annual Volumes (Per Message)</b>
SMS Messages (UK)	8,829
Multimedia Message (UK)	
SMS Messages to (Europe Zones 1-3)	
SMS Messages to (North America Zone 5)	
SMS Messages to (Rest of World Zone 4, 6, 7)	
International Multimedia Messages	
Roaming SMS Messages (Europe Zones 1-3)	22
Roaming SMS Messages (North America 5)	0
Roaming SMS Messages (Rest of World, 4, 6, 7)	0
Roaming Multimedia Messages	0
<b>International Data Roaming</b>	<b>Annual Volume (Per MB)</b>
Data Roaming (Europe Zones 1-3)	160,095
Data Roaming Rest of World (Zones 4-7)	42

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

### **PART A: Supplier BCDR Plan**

#### **1. BCDR Plan**

- 1.1 Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
  - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 1.3.2 the recovery of the Deliverables in the event of a Disaster.

## **PART A: ANNEX 1 Supplier BCDR Plan**





# Business Continuity & DR Policy

Gamma handles the telecommunications services of a vast number of UK businesses from FTSE 100 Financial institutions and Public Sector organisations to small legal practices and as such the integrity of our services is paramount.

Security and service assurance is therefore inherent in the architecture of Gamma's network, support systems, organisational structure and business processes.

To comply with ISO22301, Gamma must ensure that all aspects of business continuity which relate to the in scope products are controlled as described in the standard – namely “to counteract interruptions to business activities and to protect critical business processes from the effects of major failures of information systems or disasters and to ensure their timely resumption.”

Key to our success in attaining ISO22301 certification are our proven processes for business continuity addressing:

- the information security requirements needed for the organisation's business continuity
- the identification of events that can cause interruptions to business processes, along with the probability and impact of such interruptions and their consequences for information security
- the implementation of developed plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes
- the identification of priorities for testing and maintenance
- the regular testing and updating of our plans to ensure that they are up to date and effective

In the event of a disruption affecting our business we therefore invoke these tried and tested processes in order to ensure that the services to our customers continue to be delivered.

The objective of Gamma's Business Continuity Management Plan (BCP) is to provide guidance to Gamma management for the restoration of facilities and critical business processes across Gamma's business locations.

The BCP defines, at a high level, the recovery procedures required to continue/restore core services in the event of a disaster.



Gamma's BCP is split into the following phases:

- Contingency Strategy  
Control of all processes and procedures associated with the BCP
- Classifying the Event  
Identification and classification of an event
- Recovery  
Recovery from an event
- Testing  
Continual reassessment of the BCP and associated processes and procedures.

Specifically our contingency strategy focuses on:

- immediate welfare of staff employed at the service site;
- assessing the workload requirements for each function;
- establishing priorities for, and allocate the use of, technological and human resources;
- delegating responsibilities for critical recovery procedures of each functional service area;
- central control of recovering operations;
- communicating the status of the event to customer representatives, management and alternate sites.

The circumstances which impact the operations of Gamma sites have been identified to include disruptions resulting from; natural, environmental, and/or threatening events.

The service operations that might be impacted by the above disaster scenarios have been identified as follows:

- loss of facilities;
- loss of personnel;
- loss of IT / Communications systems;
- loss of utilities;
- loss of network.





The procedures for dealing with any of these scenarios are documented in our BCP and associated documents.

A key factor in ensuring business continuity is the continuous identification and assessment of risk and taking appropriate action to mitigate against said risk. We do this through a governance structure as set out below:

- Quality Steering Group – a monthly review of overall service performance and service improvement plans.
- Capacity Planning Forum – monthly session whereby the utilisation of every network component is reviewed against planning rules and the sales forecast.
- Change Control Board – Weekly meeting to review every planned change to ensure best practice is followed.
- Security and Risk Management meeting – Monthly forum that continuously looks ahead at potential risks and threats to our services and takes action to mitigate as deemed necessary.

This policy will be reviewed on an annual basis.

Signed



By

Position

CEO

Date

12<sup>th</sup> January 2021