

PART A: Further Competition Order Form

CALL-OFF REFERENCE: PROC 400-2022 Mobile voice and data services
 BUYER: Competition and Markets Authority
 BUYER ADDRESS: The Cabot, 25 Cabot Square, London, E14 4QZ
 SUPPLIER REFERENCE: RM3808-1516
 THE SUPPLIER: Vodafone Ltd
 SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN
 REGISTRATION NUMBER: 569953277
 DUNS NUMBER: 22-648-8435
 SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14/12/2022
 It's 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
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3808
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 5 (Corporate Social Responsibility)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)

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- Call-Off Schedules for PROC 400-2022
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 6 (ICT Services) o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery) o Call-Off Schedule 9 (Security) o Call-Off Schedule 11 (Installation Works) o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)

- 4. CCS Core Terms (version 3.0.5) including the Framework Special Terms.
- 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

The following Special Terms are incorporated into this Call-Off Contract:

- 6. Vodafone Business Mobile Exit Process
 - In replace of Call-Off Schedule 10 (Exit Management) this has been simplified with an industry standard of providers requirements set by OFCOM for number porting of sims between providers.

CALL-OFF START DATE 14/12/2022

CALL-OFF EXPIRY DATE 13/12/2024

CALL-OFF INITIAL PERIOD 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 1x 12-month periods

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Three (3) months minimum period of notice

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PROC 400-2022 Mobile voice and data services Draft Schedule 6 (Order Form and Call-Off Schedules)

CALL-OFF DELIVERABLES

Call-off deliverables:

Spend Manager Usage

Limits:

The Buyer has opted in to Vodafone Enterprise Spend Manager: Opt in All- Individual Usage & Group Data Sharer;

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

Deliverable 1: NS2 InclValue 3.75GB 36m Sharer; Quantity 1000

Optional Deliverables:

Optional Deliverable 1: NS2 InclValue 2.5GB 1m Sharer; charge per unit per month [REDACTED]

Optional Deliverable 2: NS2 Public MBB 5GB 1M Sharer; charge per unit per month [REDACTED]

For further details in Call-Off Schedule 20 (Call-Off Specification) & RM3808 Call-Off Schedule 5 (Pricing Details)

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 £42,600

CALL-OFF CHARGES

Deliverable 1: NS2 InclValue 3.75GB 36m Sharer; Quantity 1000, Charge per unit [REDACTED]

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 Total Contract Value is £85,200

The Contract Minimum Spend £72,420

Plus options for an additional 12 month and option to grow the sims to meet CMAs need See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Not recoverable

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PAYMENT METHOD

- The frequency of invoicing is monthly in arrears
- All supplier invoice to include breakdown of services and period being charge and quoting a valid CMA Purchase Order (PO).
- Payments will be made via BACS

BUYER'S INVOICE ADDRESS

Accounts Payable
invoices@cma.gov.uk The
Cabot
25 Cabot Square,
London,
E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

Not Applicable

QUALITY PLAN

Not Applicable

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PROC 400-2022 Mobile voice and data services Draft Schedule 6 (Order Form and Call-Off Schedules)

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

Security Policy Compliance required:

Not Applicable

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 A (Short Form Service Levels and Service Credits)

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

The Service Period is one (1) calendar month

PERFORMANCE MONITORING

Additional performance monitoring required:

Appended at Call-Off Schedule 14 Part C Annex 1

SUPPLIER'S AUTHORISED REPRESENTATIVE



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[Redacted]

SUPPLIER’S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

On the 1st Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly Service Review, weekly calls on request

OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed below:

- Members: Vodafone Account Team, CMA to confirm
- Frequency: Monthly
- Location: MS Teams or at CMA Location
- Start Date: Commence month after achievement of all milestones.

KEY STAFF

In accordance with Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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PROC 400-2022 Mobile voice and data services Draft Schedule 6 (Order Form and Call-Off Schedules)

