

**Network Services Agreement RM1045
Framework Schedule 4
(Template Order Form and Template Call Off Terms) Part 1a**

Direct Award Order Form

This Order Form must be used to place a Direct Award under the Network Services Agreement

Before completing this Order Form, please refer to the guidance provided (**How to complete a direct award order form**) which is available from the Crown Commercial Service (CCS) website on the agreement web page: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

Order Form completion

The Order Form consists of the following sections, please complete as follows:

Section A – General information

The Customer must complete this section for all Orders.

Section B – Direct Award information

The Customer must complete this section for all Orders.

Section C – Location details/requirements

The Customer must complete this section for all Orders.

Section D – Call Off Contract award (Direct Award)

The Customer must complete and sign this section for all Orders before sending the Order Form to the Supplier.

The Supplier must complete the grey boxes in this section and return a copy of the Order Form to the Customer. The Supplier may sign as acknowledgement of receipt of the Order.

Section A

General information

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

For a Direct Award the following appendices may apply to the Call Off Contract:

Appendix 1 - Testing

Annex 2 Test Certificate
Annex 3 Satisfaction Certificate

- to be completed by both Parties as required throughout the life of the Call Off Contract, where testing has been requested in section B of this Order Form.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 4

Appendix 2 - Variation Form

- to be used, if required, by both Parties throughout the life of the Call Off Contract.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 12

The Call Off Terms that will apply to the Call Off Contract are as specified in the Direct Award and Short Form Further Competition Call Off Terms (Framework Schedule 4, part 2).

Customer details

Customer Organisation name

The Secretary of State for Work and Pensions

Customer billing address

Department for Work and Pensions, PO Box 406, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ. All invoices must also be emailed to: REDACTED

Customer Representative:

REDACTED – Commercial Lead

Customer Representative contact details

Department for Work and Pensions, 2 St Peters Square, Manchester, M2 3AA, REDACTED

Supplier details

Supplier name

Vodafone Ltd

Supplier address

The Supplier's registered address, please see the documents tab on the agreement webpage and refer to Suppliers by lot.
<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>.

Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, Companies House No 1471587

Section B

Direct Award information

Customer Order reference number

Ecm_4974

Service Offer reference

SSO 42

Description of Services required

The Customer is initially committing to the following connections: :

- Mobile Worker (SSO 42)
 - REDACTED voice only connections (subject to fluctuations)
 - Pursuant to section 4 of the Supplementary Components of the Price Card, a Data Sharer with the following components;
 - A Monthly Data Sharer allowance of 6,500 Gb in months 1-6
 - A Monthly Data Sharer allowance of 8,000 Gb in months 7-12
 - A Monthly Data Sharer allowance of 10,000 Gb in months 13-24
 - REDACTED Monthly DS Access Charges per Device (subject to fluctuations)
- REDACTED Field Worker Connections (SSO 42) (subject to fluctuations)

The Parties also agree that:

- There shall be REDCATED for the unlocking of handsets and devices purchased under this or any previous Agreement between the Parties for Mobile Services. Handsets and devices will be unlocked by the Supplier on request REDACTED.
- Schedule 14 (Benchmarking) of Framework Schedule 4 Part 2 (Call Off Terms – Appendix I) shall apply to this Order Form REDACTED.
- REDACTED
- Costs associated with the Benchmarking will be payable in their entirety by the Customer.
- Selection of the Benchmarker will be at the discretion of the Customer, but the Supplier will be given sight of the selection process.

To clarify Schedule 3: Call Off Contract Charges, Payment and Invoicing and the requirements of the Customer;

A valid invoice shall contain the following information;

- the date of the invoice;
- a unique invoice number;
- the invoice period(s) to which the relevant charge(s) relate;
- the reference number for this Agreement;
- the reference number of the purchase order to which it relates (if any);
- the dates between which the Services subject of each of the charges detailed on the invoice were performed;
- the tariffs applied to calculate the Charges;

- the total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Agreement and, separately, any VAT or other sales tax payable in respect of the same;
- the Crown Commercial Service Management Charge, expressed as in invoice line item;
- details of any service credits or similar deductions that shall apply to the charges detailed on the invoice;
- any other adjustment agreed between the Parties as applying to the relevant invoice period;
- reference to any reports required by the Customer in respect of the Services to which the charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services);
- a contact name and telephone number of a responsible person in the Suppliers service desk in the event of administrative queries; and
- the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

Each invoice shall at all times be accompanied by Supporting Documentation to enable the Customer to reasonably assess whether the charges detailed thereon are properly payable. Any assessment by the Customer of the Supporting Documentation shall not be conclusive.

Invoices shall be accompanied by the following Supporting Documentation and Management Information;

- i. billing information to be provided on a calendar month basis, with the start and end date of a calendar month.
 - ii. Billing management information for each type of service charge, including;
 1. Mobile voice services
 2. Mobile data services
 3. All tariff charges, broken out by each of the Suppliers' service types
 4. All call charges, broken out by each of the Suppliers' voice service types
 5. hardware purchases including anything available from the Supplier service catalogue
 6. all professional service activities and related charges
 - *ii. billing management information for each type of service charge shall include as a minimum, with the exception of professional service charges, the following;
 1. Customer staff identification number
 2. Customer staff name
 3. Customer staff cost centre
 4. Customer business unit
 5. Customer site location code
 6. Customer order numbers (for hardware purchases, professional service activities, activation of services, and deactivation of services).
 - iii. billing management information provided in an agreed format that is compatible with the Customers billing system.
 - iv. billing management information for the purchase, activation and deactivation of any service, including professional services, such that it can be used to validate management information associated with the invoice through cross referencing Customer order numbers
- REDACTED

*All information outlined in this section must be provided by the Customer at either order entry point or retrospectively via VCO.

The Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice including information required to enable the Customer to internally or externally cross charge.



- The Supplier shall submit all invoices and Supporting Documentation in such format as the Customer may specify in writing from time to time to the address specified in this Call-Off Form, with a copy (again including any Supporting Documentation) to such other person and at such place as the Customer may notify to the Supplier in writing from time to time.
- All Supplier invoices shall be expressed in pounds sterling or such other currency as shall be permitted by the Customer in writing.
- Where any invoice does not conform to the Customers' requirements set out in this Call Off form, the Customer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the same.
- In respect of each invoice period, the Supplier shall submit to the Customer at the end of each invoice period a report providing details of all invoices raised by the Supplier in that invoice period.

Lot or Lots covered by this requirement

Lot 6

Call Off Commencement Date

The Call Off Commencement Date is the date of dispatch of this signed Order Form. This date can be found in section D of this Order Form.

Call Off Initial Period

24 months

Call Off Extension Period

24 months with 3 months written notice before the end of the Initial Period.

Last price paid

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable).

Please provide any relevant details to explain the figure.

[Click here to enter text.](#)

Implementation Plan required?

A draft Implementation Plan will form part of the Service Offer, if you require the Supplier to provide a plan based on this draft, please select. See clause 6 of the Call Off Terms

Yes ☒ No ☐

Testing

Testing may be included in a Service Offer.

Options for additional Testing, or Testing as an option, may also be described in a Service Offer.



Please indicate if you require any of the described Testing options. These must be included in your 'Description of Services required' section of this form.

If testing is required the forms attached at appendix 1 (Call Off Schedule 4) will be used by both Parties throughout the life of the Call Off Contract.

Testing options are required ☐

Testing options are not required ☒



Service Maintenance Level (SML) required

The Supplier's Service Offer will have a default Service Maintenance Level, options for other SMLs may be available and will be described in the Service Offer. Where options are provided, please indicate the required level. See clause 10 of the Call Off Terms and Schedule 6 of the Call Off Terms.

Service Maintenance Level 1 but Service Credits are not offered in respect of the Services provided under SSO42

Charges

These will either appear as an item price or will be derived from the Price Card attached to the Service Offer. Please note that if a Service Offer is indicated as 'free' this is due to the functionality of the software of the Catalogue Publication Portal. You must identify the relevant options and costs from the Price Card attached.

The following options from the Price Cards have been selected:

- volumes subject to fluctuations

REDACTED						

REDACTED

Total contract value
£2,841,516.00

Scots Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.1

Yes ☐ No ☒

Northern Ireland Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.2

Yes ☐ No ☒

Non-Crown Body?

Please indicate if you are a Crown or non-Crown Body.

See Call Off Schedule 13, clause 2.1.3

Crown Body ☒ Non-Crown Body ☐

Non FOIA Public Body?

Please indicate if you are an FOIA Public Body or non-FOIA Public Body. See Call Off Schedule 13, clause 2.1.4

FOIA Public Body ☒ Non FOIA Public Body ☐

Dispute Resolution – role

Please provide details of the role within your organisation (if different from the contact provided in section A of this form) that would deal with Disputes.

See Call Off Schedule 11, clause 3.1 for details.

Dispute Resolution - arbitration

The default location for arbitration under this framework is London. If you wish to identify a more convenient location (for you and the Supplier) you are able to do so.

See Call Off Schedule 11, clause 6.4.6



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Head of Network Services

Section C

Location details/requirements

Please provide details of all the locations where the Supplier will be required to deliver the Services requested.

For each Site to be covered by this Order Form, please provide the full postal address, including postcode. If a postcode is not available please provide an appropriate reference such as a National Grid reference, which can be found using an internet search such as [Grid Reference Finder](#).

The required date of delivery of the Services must be in accordance with the Outline Implementation Plan described in the Service Offer.

Site address	Site postcode	Required service commencement date
UK Wide coverage		

(Provide further Site details as required)

Section D

Call Off Contract award (Direct Award)

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

Unique Call Off Contract identifier

A unique Order reference number provided by the Supplier for this Call Off Contract.
Project 20386

Supplier Representative

The name of the Supplier point of contact for this requirement
REDACTED

Supplier's Representative

The contact details of the Supplier's representative
Vodafone Ltd, Vodafone House, The Connection, Newbury, RG14 2FN , REDACTED

Dispute Resolution - Supplier

Please provide details of the role within your organisation that would deal with Disputes (if different from the contact given above). See Call Off Schedule 11, clause 3.1 for details.
[Click here to enter text.](#)

Call Off Contract Commencement Date

The commencement date of the Call Off Contract will be the date of dispatch of this signed Order Form by the Customer to the successful Supplier in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

SIGNATURES

For and on behalf of the Customer

Name	REDACTED
Job role/title	Senior Category Manager
Signature	REDACTED
Date of dispatch	28 th March 2018

Please note that if an Order Form is sent to a supplier by post, the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045> should be used.

Please see the documents tab, and refer to Suppliers by lot. This document also provides an email address for each supplier.

For and on behalf of the Supplier

Name	REDACTED
Job role/title	
Signature	REDACTED
Date	28 th March 2018



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Direct Award Order Form
Appendix 1

Appendix I

Schedule 14 (Benchmarking) of Framework Schedule 4 Part 2



CALL OFF SCHEDULE
14.docx

CALL OFF SCHEDULE 12: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

The Secretary of State for Work and Pensions ("**the Customer**")

and

Vodafone Ltd ("**the Supplier**")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:
2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

.....
Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

.....