

## Direct award Order Form

**CALL-OFF REFERENCE:** RM3808-0941

**THE BUYER:** HM Revenue and Customs (HMRC)

**BUYER ADDRESS:** 100 Parliament Street, London, SW1A 2BQ

**SUPPLIER REFERENCE** RM3808-Lot6-VodafoneLtd-#060 - Vodafone  
Inclusive Value Price Plans

**THE SUPPLIER:** Vodafone Limited

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

**REGISTRATION NUMBER:** 01471587

**DUNS NUMBER:** 226488435

**SID4GOV ID:** Not Applicable

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of issue.

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 & 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

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

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

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- Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM3808-0941
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3. 0.5)
5. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### CALL-OFF SPECIAL TERMS

Not Applicable

**CALL-OFF START DATE** 25 August 2021

**CALL-OFF EXPIRY DATE** Shall be 18 months from the Call-Off Start Date

**CALL-OFF INITIAL PERIOD** Shall be 18 months from the Call-Off Start Date

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

### MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 90 days' prior written notice. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CATALOGUE SERVICE OFFER REFERENCE:** RM3808-Lot6-VodafoneLtd-#060 – Vodafone Inclusive Value Price Plans.

### CALL-OFF DELIVERABLES

Framework Ref: RM3808

Project Version: v1.1

Model Version: v3.2 Vodafone Direct Award Version

The Buyer has opted out of Vodafone Enterprise Spend Manager.

### 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 £138,000.

### CALL-OFF CHARGES

[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]

[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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**Left Chart: NRA and NEA Membership**

Group	NRA (%)	NEA (%)
Rep/Lean Rep	~15	~10
Dem/Lean Dem	~10	~15
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10

**Right Chart: NLRB and NLRB Membership**

Group	NLRB (%)	NLRB (%)
Rep/Lean Rep	~10	~10
Dem/Lean Dem	~10	~10
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10
Mod/Mod-Lib	~10	~10
Mod-Lib/Mod	~10	~10

Group	Yes (%)
Those who have received the investment information	85
Those who have not received the investment information	45

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

Not recoverable

Payment by BACS within 30 days of invoice issue.

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

Not Applicable

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

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

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**GUARANTEE**

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

**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.

**QUALITY PLAN**

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

**MAINTENANCE OF ICT ENVIRONMENT**

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

**BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Part A, the Supplier's BCDR Plan at Annex 1 will apply.

**SECURITY REQUIREMENTS**

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply

**BUYER'S SECURITY POLICY**

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

**INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not Applicable

**CLUSTERING**

Not Applicable

**SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 1.

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

The Service Period is one (1) Month

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

X [REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Monthly

**OPERATIONAL BOARD**

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

**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	