



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

General Further Competition Order Form

This Order Form must be used to run a General Further Competition under the Network Services Agreement

Before commencing a General Further Competition and completing this Order Form, please refer to the guidance ([How to complete a general further competition order form](#)) provided 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 the blue boxes in this section before issue to Suppliers.
The Supplier must complete the grey sections as part of the General Tender Response.

Section B – Details of the requirement

The Customer must complete this section before issue to Suppliers.

Section C – Location details/requirements

The Customer must complete this section before issue to Suppliers.

Section D - Milestone plan

The Customer to complete this section, if required, before issue to Suppliers.

Section E - Compatibility information

The Customer to complete this section, if required, before issue to Suppliers.

Template Call Off Terms

The Customer must amend the template Call Off Terms as required. The revised terms must be issued to Suppliers with the Order Form.

Section F – Supplier response

The Supplier must complete this section for submission as part of the General Tender Response.

Section G - Call Off Contract award

The Supplier must complete the grey boxes in this section.

The Supplier must complete details in the signature box and **sign** before submitting a General Tender Response.

The Customer must complete and sign this section to award a Call Off Contract to the successful Supplier.



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 and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

The Call Off Terms that will apply to the Call Off Contract are as specified in the Template Call Off Terms (Framework Schedule 4, Part 2). The only amendments that can be made, by the Customer, to the Call Off Terms are those identified in sections B and D of this Order Form, or where permitted in the Template Call Off Terms.

Customer details

Customer Organisation name

Department for Work and Pensions

Customer billing address

Your organisation's billing address, please ensure you include a postcode
Department for Work and Pensions, PO Box 406SSCL, Phoenix House, Celtic Springs Business Park, Newport.
NP10 8FZ. Email: APinvoices-DWP-U@sscl.gse.gov.uk

Customer Representative

The name of your point of contact for this requirement

~~Amy Wheeldon — Commercial Lead~~[REDACTED]

Customer Representative details

Please provide full address details, email address and telephone number

~~[REDACTED] Amy Wheeldon, Email: Amy.Wheeldon@dwp.gsi.gov.uk, Tel: 07766505815~~

Supplier details

Supplier name

The Supplier organisation name, exactly as it appears on the Framework Agreement. A document listing all Supplier names and registered addresses has been provided for Customers on the agreement web page.

Vodafone Limited

Supplier address

The Supplier's registered address

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

Supplier Representative

The name of the Supplier point of contact for this requirement

~~[REDACTED] Jason Tierney~~

Supplier reference number

A unique number provided by the Supplier at the time of the General Tender Response. This number should be reported in the financial MI return.

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Section B Details of the requirement

The following details form the basis of a Request for Proposal (RFP) which will be used to award a Call Off Contract.

Suppliers must refer to the Statement of Requirements (SoR) attached (which will form schedule 2, annex 1 of the Call Off Terms) when preparing their General Tender Response.

Customer project reference

Please provide a project reference, this will be used in Management Information provided by Suppliers to assist CCS with Framework management.

Bravo Project Number: 21274

Customer Statement of Requirements (SoR) reference

Details of the requirements are detailed in the following documents, the documents may be subject to change therefore the latest version should be referenced: RM1045 Further Competition Document for DWP NGN Procurement v1.0, NGN Technical Requirements v2.0, General Service Obligations v2.0 . All relevant documentation can be found in the Call Off Schedule 2: Services, Annex 1 & 2 – appended to Section F of this Order Form.

Closing date for Supplier responses

Friday 24th August 2018 (Please refer to timetable in General Further Competition Document for more detail.)

Lot or Lots covered by this requirement

Lot 4 – Inbound Calls

eAuction

Please indicate if you are proposing to utilise an electronic reverse auction following an initial full evaluation of all Supplier General Tender Responses. Framework Schedule 5 (Call Off Procedures) paragraph 5 (E-Auctions) outlines the requirements for an eAuction under the agreement.

Yes No

Last price paid

Not applicable

Call Off Commencement Date

The Call Off Commencement Date is the date of signature by both parties of this Order Form.

Call Off Initial Period

Any period in Months, up to the maximum Call Off Initial Period of 60 Months.

24 Months

Call Off Extension Period

The maximum Call Off Extension Period is 24 Months.

12 months plus 12 months

Implementation Plan required?

Tick as required. See clause 7 of the Call Off Terms

Yes No

Quality Plan required?

Tick as required. See clause 8 of the Call Off Terms

Yes No



Please note

Selecting, or ticking 'yes' to any of the following options may have cost implications and limit the ability of some Suppliers to respond to your request for a General Tender Response. Please ensure you read the 'How to run a General Further Competition' guidance which is available on our agreement web page. Details of the implications and risks of the following options are outlined in this guidance.

Additional Standards (Quality Plan) required?

See clause 8 of the Call Off Terms.

Yes No

Please state with brief description
Only standard obligations should apply.

Milestone plan required?

Tick as required. See clause 6 of the Call Off Terms. See section D of this form, please complete the table.

Yes No

Service compatibility assessment required?

Tick as required. See clause 7.1.4 (c) to (k) of the Call Off Terms and Section E of this form which requires you to provide additional information.

Yes No

Testing required?

Tick as required. See clause 9 of the Call Off Terms

Yes No

Bespoke information security management systems (ISMS) required?

Tick as required. See call-off Schedule 7

Yes No

Customer Security Policy or ICT Policy to apply?

Tick as required. See call-off Schedule 7 and clauses 7.1.3 and 8.3.3 of the Call Off Terms for references. **Authority specific security requirements are documented in the NGN Technical Requirement Document.**

Yes No

Perpetual licences required?

Tick as required. See clause 30.8 of the Call Off Terms.

Yes No

Exit provisions apply?

Tick as required. See clause 42.5 of the Call Off Terms.

Yes No

Service Maintenance Level (SML) option

Indicate required Service Maintenance Level (SML), or state that your SML requirements are detailed in your attached Statement of Requirements, as described at Section B of this document.

See clause 10 of the Call Off Terms and Call Off Schedule 6.

Level 4 save that Schedule 6 of the Call Off Terms shall be amended as per the amended Schedule 6 of the document appended below. In the event of any conflict between the Service Maintenance Levels set out in the Service Terms appended to Section F of this Order Form and the amended Schedule 6 document below, the Schedule 6 document below shall prevail.



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Bespoke Service Period

The standard period is one Month.

Please specify any different requirement here. See Call Off Schedule 1 (Definitions) [Click here to enter text.](#)

Benchmarking required?

Tick as required. See clause 23 of the Call Off Terms and Call Off Schedule 14.

Yes No

Benchmarker name

[Click here to enter text.](#)

Benchmarker address

[Click here to enter text.](#)

Comparison of price

 Please see Call Off Schedule 14

[Click here to enter text.](#)

Comparison of Service Levels

 Please see Call Off Schedule 14

[Click here to enter text.](#)

Benchmarker frequency

Please see Call Off Schedule 14, and detail required changes to the frequency described.

[Click here to enter text.](#)

Additional performance monitoring requirements?

Tick as required. See Call-Off Schedule 6, Annex 1 to part B

Yes No

Additional performance monitoring requirements

Please provide details of requirements

[Click here to enter text.](#)

Bespoke Service Credit Cap?

Tick as required. See definition of Service Credit Cap in Call Off Schedule 1 (Definitions).

Yes No

New Service Credit Cap

Please provide the revised Service Credit Cap.

means:

- (a) in the period from the Call Off Commencement Date to the end of the first Call Off Contract Year thirty five per cent (35%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract up to the end of the month in respect of which Service



Credits are accrued; and

(b) during the remainder of the Call Off Contract Period, thirty five per cent (35%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued;

Appointment of Key Personnel?

Tick as required. See clause 24 of the Call Off Terms

Yes No

Continuous improvement required?

Tick as required. See clause 15 of the Call Off Terms.

Yes No

Full Audit transparency required?

Defined as Auditor access to those elements set out in clause 18.2.2 (r).

Tick as required. See clause 18 of the Call Off Terms. If required, please provide additional information in your SOR.

Yes No

Supplier business continuity and disaster recovery (BCDR) plans

Standard Supplier plan to apply?

See clause 12 of the Call Off Terms and Schedule 8 of the Call Off Terms.

Yes No

Bespoke BCDR Plan required?

Tick as required. See clause 12 of the Call Off Terms.

If required, please provide additional information in your SOR.

Yes No

Call-off Guarantor required?

Tick as required. See clause 4.1 of the Call Off Terms

Yes No

Financial distress provisions required?

Tick as required. See clause 20 of the Call Off Terms and Schedule 5 of the Call Off Terms.

Yes No

Rating Agency 1

Please give name of required Rating Agency, see Call Off Schedule 5.

[Click here to enter text.](#)

Rating Agency 1 - Credit Rating Threshold

Please state the minimum credit rating level, see Call Off Schedule 5

[Click here to enter text.](#)

Rating Agency 2

Please give name of required Rating Agency, see Call Off Schedule 5.

[Click here to enter text.](#)

Rating Agency 2 - Credit Rating Threshold

Please state the minimum credit rating level, see Call Off Schedule 5

[Click here to enter text.](#)

Payment terms/profile required?

Tick as required. See paragraph 4 of Call Off Schedule 3.

Yes No

Bespoke liability limits?

Tick as required. See clause 33.2.1 of the Call Off Terms.

Yes No

Liability limits

Please provide the revised liability limit(s)

[Click here to enter text.](#)



Bespoke insurance requirements?

Tick as required. See clause 34 of the Call Off Terms.

Yes No

Insurance requirements

Please provide details of your additional insurance requirements

[Click here to enter text.](#)

Relevant Convictions apply?

Tick as required. See clause 25.2 of the Call Off Terms.

Yes No

Personal Data within UK only?

Tick as required. See clause 31.7.4.4 of the Call Off Terms.

Yes No

Additional clause "Security measures" required?

See Call Off Schedule 13, clause 2.2.1

Yes No

Additional clause "Access to MOD sites" required?

See Call Off Schedule 13, clause 2.2.2

Yes No

Additional clause "Other" required?

See Framework agreement, Schedule 5, clause 4.1

Please state with brief description

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



Section C Location details/requirements

Please provide details of all the locations where the Supplier will be required to deliver the Service/s requested (this will be necessary for Suppliers to provide accurate quotations).

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 Ordnance Survey National Grid reference, which can be found using an internet search such as [Grid Reference Finder](#).

Site address	Site postcode	Required service commencement date
Various contact centres across the UK, Data centre locations North East England – UK wide coverage.	N/a	TBA

(Provide further Site details as required)



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Section D Milestone plan

Please complete where specific Milestones, Milestone Payments or Delay Payments are required.

Please define the relevant Milestones (time or activity based) e.g. stage payments.

Under each Milestone add the detail which describes the Milestone to Suppliers in terms of time, responsibilities, value as appropriate.

Milestone								
Deliverables								
Duration								
Milestone date								
Time of the essence? (Y or N)								
Customer responsibilities								
Milestone Payments								
Delay Payments								



Section E Compatibility information

This section is relevant where you have indicated that a service compatibility assessment required.

See question in section B.

Clause 7.1.4 (c) to (k) of the Call Off Terms refers.

Please provide additional information as required.

Customer Software

[Click here to enter text.](#)

Customer System

[Click here to enter text.](#)

Customer Property

[Click here to enter text.](#)

Customer Assets

[Click here to enter text.](#)



Section F Supplier response

Suppliers - use this section to provide any details that may be relevant to the General Tender Response. Please ensure that you attach your detailed response which will form Schedule 2, Annex 2 and Schedule 3 of the Call Off Terms

Commercially Sensitive Information

Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

[Click here to enter text.](#)

Items	Duration of Confidentiality
Contractor's Charges including tender responses, rate cards and any volume and utilisation discounts provided	Term plus 6 years
Breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits	Term plus 6 years
How any payments due to Vodafone on termination of the whole or any part of the Contract have been or will be calculated but excluding the actual amounts of such payments	Term plus 6 years
Any financial data relating to Vodafone's business as a whole including the financial standing of Vodafone provided in connection with this Agreement, including but not limited to any information relating to Financial Distress reporting.	Term plus 6 years
Liability and Indemnities; including the amount of any caps, any unlimited heads of losses and any excluded heads of losses.	Term plus 6 years
The cover and amounts of Vodafone's Insurances.	Term plus 6 years
How any Service Credits are financially calculated under the Agreement, but excluding the details regarding the applicable service thresholds, or any performance related information or requirements, or information relating to the actual amounts of any Service Credits paid or credited to the Customer Authority.	Term plus 6 years
Technical details of Vodafone's network (including topology, network diagrams, detailed network coverage, route maps, Vodafone's Points of Presence and/or street furniture/chambers etc.)	Term plus 6 years
Design documents relating to the Services and any notes or minutes of technical design meetings held in relation to the aforementioned but excluding any documents set out in the Agreement as being Deliverables to the Customer Authority.	Term plus 6 years
Any Contractor proposals in response to Change Requests to the extent that the information falls within one of the other items set out in this table and Innovation Proposals provided under the Agreement (including in a response to a Change Request).	Term plus 6 years
Staff information generally including personal details and details of any Key Personnel.	Term plus 6 years.
Vodafone's own Business Continuity Plan, Business Incident Plans, and Disaster Recovery Manuals and Procedures, Security Plan and Related Business Security Processes but excluding any Customer Authority specific plans or procedures to be provided by Vodafone under the Agreement.	Term plus 6 years.

Key Personnel

Please see Customer response in section B to confirm if required. See clause 24 of the Call Off Terms for details

Key Role	Key Personnel Name	Key Personnel telephone number	Key Personnel email address



Complaint handling

Please provide details of a single contact who will be responsible for Complaint handling as detailed in clause 53 of the Call Off Terms.

Name of key contact	[REDACTED] Jason Tierney
Job role	DWP Client Director
Telephone number	[REDACTED] +44 7717 488506
Email address	[REDACTED] jason.tierney@vodafone.com
Postal address	Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN



Supplier Equipment

Please detail any equipment that will be necessary to provide the services requested by the customer.
See clause 29 of the Call Off Terms

N/A

Due Diligence response information

Please include any information that you wish to make the Customer aware of in accordance with clause 2 of the Call Off Terms.

N/A

Call Off Guarantor

Where the Customer has requested a Call Off Guarantor in section B of this form please provide the **full legal name** and **registered address** of the Call Off Guarantor.

Please include any information that you wish to make the Customer aware of in accordance with clause 4.1 of the Call Off Terms.

Note, where the Customer has requested a Call Off Guarantor in section B of this form, the award of a Call Off Contract is conditional upon receipt of an executed Call Off Guarantee from the Call Off Guarantor on a form set out by the Customer or the form provided in Framework schedule 11 (as specified by the Customer) and a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

Rating Agency information

Please provide the ratings using the Rating Agencies identified (if appropriate) by the Customer in section B of this form, in accordance with Call Off Schedule 5.

Rated Organisation	Credit rating agency 1:		Credit rating agency 2:	
	Credit Rating (Long Term)	Credit Rating Threshold	Credit Rating (Long Term)	Credit Rating Threshold
Supplier				
Call-off Guarantor To be provided if a Call Off Guarantor has been requested by the Customer in section B and the details have been provided above.				
Framework Guarantor Where the Supplier has a Framework Guarantor the full legal name and registered address is to be provided:				



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Performance Monitoring & Reporting

Please provide details (3.1.1 to 3.1.5) as required in part B of call-off Schedule 6 paragraph 1.2.

N/A

Total contract value

Please provide an estimated total value (for the Initial Call Off Period) as detailed in your attached response to the Customer's Statement of Requirements.

£34,500,000

If you wish to provide a summary breakdown of the total contract value, please add details.

1. Call Off Contract Charges – Call Off Schedule 3 Annex 1 and 2



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2. Supplier's Response / Service Terms - Call Off Schedule 2 Annex 2



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3. Original Tender Submission and Supplier Responses

For reference purposes, a file containing the original tender submission and Supplier's Response (Schedule 2) is appended below. However, since these documents were issued, certain requirements and responses have been superseded and changes agreed between the parties in accordance with the remainder of the terms of this Order Form. If there is any conflict between the documents set out in the file below and the remainder of this Order Form (including appended documents), the terms of the remainder of the Order Form (including appended documents) will prevail.



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4. Additional Agreement Terms

- The Supplier shall develop .WAV file upload functionality to the Service as soon as reasonably possible, no later than 31 July 2019;



- The parties agree that a subset of supporting documentation will be created, maintained and regularly reviewed at governance forums to support the Service. This will contain supplementary information – including but not limited to KPIs, Service Credit calculations, a Service Catalogue, Performance reports, and Operational process documents. This documentation will be owned by the Supplier but agreed collaboratively.
- [With regard to Transferring Former Supplier Employees \(clause 25.3\), the parties have agreed to vary the Call Off Terms. The amended Call Off Terms are attached in the document below. In the event of any conflict between this clause 25.3 and the original Call Off Terms, clause 25.3 in the document below shall prevail:](#)



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Section G Call Off Contract Award

Customer organisation: see section A
 Customer project reference see section B
 Supplier name see section A
 Unique Call Off Contract identifier see section A

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 and the Call Off Terms (together referred to as the “Call Off Contract”) for the duration of the Call Off Contract Period.

The Customer confirms that no amendments other those identified in sections B and D of this form have been made to the Template Call Off Terms.

Call Off Contract Commencement Date

The Call Off Contract Commencement Date 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 behalf of the Supplier (to be signed once Call Off Order Form agreed between the parties)

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Customer (at Call Off Contract award)

Name	
Job role/title	
Signature	
Date of dispatch	

Please note that if an Order Form is sent to a supplier by post (See Framework Schedule 5 for details) the Order Form should be sent to the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>.

Please see the documents tab and refer to Suppliers by lot, this document also provides an e-mail address for each supplier.

For Supplier use



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Unique Call Off Contract identifier

A unique number provided by the Supplier at the time of Call Off Contract award. This number must be reported in the financial MI return.

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