

Further Competition Order Form

CALL-OFF REFERENCE: RM3808-0722

THE BUYER: Foreign, Commonwealth and Development Office

BUYER ADDRESS: REDACTED

SUPPLIER REFERENCE: RM3808-0722

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS: REDACTED

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 Buyer signature

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

CALL-OFF LOT(S):

Lot 1 Data Access 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

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- (Insurance Requirements) ○ Joint Schedule 4
(Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for framework reference number RM3808
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.5)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call- Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

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“Breakage Costs” means the amounts payable by the Supplier (excluding redundancy costs, but including for example, termination fees) to third parties or any Subcontractor (as applicable) for terminating (in whole or in part as required) its contracts with them as a direct result of the early termination of the Call-Off Contract (in whole or in part).

“Cancellation Event” means:

- (a) the UK Government notifies the Buyer that it is for any reason, including related to COVID-19, cancelling an Event or the Buyer decides to cancel an Event;
- (b) the UK Government notifies the Buyer that it shall be delivering an Event in a different location or the Buyer determines that an Event is to be delivered in a different location, including, in each case, by allowing virtual attendance of delegates; and/or (c) the UK Government notifies the Buyer that it intends to postpone an Event or the Buyer decides to postpone an Event but in either case, the Supplier is unable to accommodate the re-scheduled dates.

“Event” means (as the context requires):

- (a) the United Nations Framework Convention on Climate Change Conference of the Parties 26 due to take place in November 2021;
- (b) the G7 Leader’s Summit due to take place in the summer of 2021; and/or
- (c) any other events notified by the Buyer to the Supplier during the Call-Off Contract Period,

and “Events” shall be construed accordingly.

“Notice of Postponement” means a notice from the Buyer to the Supplier confirming that the Buyer or the UK Government (as the case may be) intends to postpone an Event, which notice shall include details of the proposed re-scheduled dates.

1. COLLABORATION

The Supplier acknowledges that there will be many parties involved in the delivery of the Events and marketing of the Events including but not limited to the Buyer, the United Nations, the UK Government and their respective agents, contractors, the police, other emergency services, sustainability consultants and security firms. The Supplier agrees to cooperate, work with and liaise with those parties in good faith and as reasonably required by the Buyer from time to time.

2. POSTPONEMENT AND CANCELLATION

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2.1 *The Buyer shall, without prejudice to its other rights and remedies (including the right to terminate for convenience in clause 10.3.2 of the Core Terms), have the right to terminate the Call-Off Contract in whole or in part and, for the avoidance of doubt, terminating in part shall include (without limitation) terminating in respect of an Event) immediately and at any time by giving written notice to the Supplier if:*

- (a) any circumstances occur or are considered by the Buyer reasonably likely to occur which the Buyer, acting in good faith, deems are reasonably likely to make an Event unsafe (including terror related circumstances);*
- (b) there is the occurrence of a state event that must take precedence over an Event, the timing of which was unforeseeable by the Parties when the Call-Off Contract was entered into, and that is notified to the Buyer by the UK Government; or*
- (c) a Cancellation Event occurs,*

and any such termination shall take place on the date set out in the Buyer's notice. In such circumstances in addition to clauses 10.5.2 to 10.5.7 (inclusive) of the Core Terms applying the Buyer shall pay the Breakage Costs in accordance with clauses s2.3 to s2.4 (inclusive).

2.2 *If and to the extent the Buyer serves a Notice of Postponement:*

- (a) the Supplier shall meet promptly thereafter with the Buyer to discuss and agree the Buyer's requirements, including the anticipated re-scheduled dates ("**ReScheduled Event Requirements**");*
- (b) the Supplier agrees to use its best endeavours to accommodate the Re-Scheduled Event Requirements; and*
- (c) where the Re-Scheduled Event Requirements can be accommodated by the Supplier, the Parties agree that:*
 - (i) the Re-Scheduled Event Requirements shall be provided under the Call-Off Contract and the Call-Off Contract shall be interpreted in accordance with such Re-Scheduled Event Requirements; and*
 - (ii) the Charges shall not increase and any payments of the Charges paid to the Supplier under this Call-Off Contract at that time shall be automatically rolled forward and be applied in full by way of payment for the Re-Scheduled Event Requirements,*
- (d) where the Re-Scheduled Event Requirements cannot be accommodated by the Supplier, the Buyer shall have the right to terminate the Call-Off Contract (in full or in part) in accordance with clause S2.1(c).*

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2.3 *The Supplier may only recover Breakage Costs which:*

- (a) would not have been incurred had the Call-Off Contract continued until its natural expiry (which shall exclude any committed expenditure that the Supplier has incurred in relation to the purchase of hardware or fixed connectivity for the sole purpose of this Call-Off Contract);*
- (b) are unavoidable, proven, reasonable, and not capable of recovery;*
- (c) are incurred under arrangements or agreements that are consistent with terms that have been entered into in the ordinary course of business, on reasonable commercial terms and which the Supplier can demonstrate are surplus to its requirements after the date of termination;*
- (d) are incurred under arrangements or agreements that are directly associated with the Call-Off Contract;*
- (e) do not relate to contracts or subcontracts with Affiliates of the Supplier ;*
- (f) relate directly to the termination (in whole or in part) of the Call-Off Contract; and*
- (g) are not related to contracts novated or assigned to the Buyer or a third party nominated by the Buyer.*

2.4 *The Supplier agrees:*

- (a) to use all reasonable endeavours to minimise and mitigate the Breakage Costs;*
- (b) that the amount of the Breakage Costs shall be reduced or extinguished to the extent that the Supplier otherwise receives the financial benefit of any other remedy under the Call-Off Contract or otherwise so that there is no double counting;*
- (c) that any Breakage Costs paid to it shall be in full and final settlement of all and any claim, demand and/or proceedings of the Supplier in relation to termination by the Buyer pursuant to clause S2 and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination; and*
- (d) that the Breakage Costs payable by the Buyer shall not in any event exceed the amount that can be evidenced by the Supplier to the Buyer's reasonable satisfaction.*

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3. FORCE MAJEURE

- 3.1** *For the purposes of this Call-Off Contract only, the Parties acknowledge and agree that COVID-19 and the exit of the United Kingdom from the European Union shall both be excluded from the definition of, and shall not constitute, a Force Majeure Event (as defined in Joint Schedule 1 to this Call-Off Contract).*
- 3.2** *Clause 20 (Circumstances beyond your control) in the Core Terms shall, for the purposes of this Call-Off Contract only, be deleted and replaced with clause S3.3 below.*
- 3.3** *The Affected Party shall as soon as reasonably practicable upon the occurrence of the Force Majeure Event, issue a Force Majeure Notice to the other Party stating the nature of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform its obligations under this Call-Off Contract. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract to the extent that such delay or failure is a result of the Force Majeure Event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the duration of such Force Majeure Event. If the Affected Party has given notice of a Force Majeure Event to the non-affected Party in accordance with this clause S3.3 and the Force Majeure Event prevents the Affected Party from performing its material obligations under the Call-Off Contract for a period in excess of 1 month (or if the Force Majeure Event occurs within 1 month of the start of an Event or during an Event, then such period as may be determined by the Buyer), the nonaffected Party may terminate the Call-Off Contract with immediate effect by notice in writing. In the event of termination under this clause S3.3, the Buyer shall have no obligation to make any further payments to the Supplier, save for payments that became properly due and payable prior to the effective date of termination as set out in the notice to terminate.*

CALL-OFF START DATE: The date of Buyer signature

CALL-OFF EXPIRY DATE: 1 year after the Call-Off Start Date

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONAL EXTENSION PERIOD

Not Applicable

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MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Subject to S2 above (Postponement and Cancellation), the minimum period shall be as per Clause 10.3.2 of the Core Terms.

CALL-OFF DELIVERABLES

The Deliverables shall be as described in in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 4 (Call-Off Tender).

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 Contract Charges used to calculate liability in the first Contract Year is £874,116.87

CALL-OFF CHARGES

The total Charges for the Events are £874,116.87 which breaks down per Event as follows:

G7: £414,068.37

COP 26: £445, 048.50

Estimated Construction Costs: £15,000

See further details in Call-Off Schedule 5 (Pricing Details).

In respect of each Event:

- Ninety (90)% of the Charges for that Event shall be payable to the Supplier upon successful completion of the Implementation Plan and Testing for that Event; and
- Ten (10)% of the Charges for that Event and the finalised construction costs (pro-rated for each Event), shall be retained by the Buyer until completion of the relevant Event and shall become payable provided the Deliverables have been supplied by the Supplier in accordance with the terms of this Call-Off Contract and, in particular, in compliance with the Service Levels. Where there is any non-compliance with the Service Levels, the Buyer shall be entitled to reduce the 10% charges sum by the amount of service credits that

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are payable in accordance with Call-Off Schedule 14, and then pay the Supplier the remaining sum.

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.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS: REDACTED

BUYER'S AUTHORISED REPRESENTATIVE: REDACTED

BUYER'S ENVIRONMENTAL POLICY

See Call-Off Schedule 20 (Call-Off Specification)

ADDITIONAL INSURANCES

Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £ten million (£10,000,000) for a single event or a series of related events and in the aggregate.

Additional employers' liability insurance with a minimum limit of £five million (£5,000,000) for a single event or a series of related events and in the aggregate.

Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £ten million (£10,000,000) for a single event or a series of related events and in the aggregate.

Product liability insurance cover all risks in the provision of Goods and Services under the Call-Off Contract, with a minimum limit of £ten million (£10,000,000) for each individual claim

GUARANTEE

Not applicable

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SOCIAL VALUE, SUSTAINABILITY AND VALUE IN KIND COMMITMENTS

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value, sustainability and value in kind requirements and commitments in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 4 (Call-Off Tender).

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply: Part C (No Staff Transfer On Start Date)

QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within 10 Working Days of the Call-Off Start Date.

MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within 10 Working Days of the Call-Off Start Date.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier shall prepare and deliver a bespoke BCDR Plan for the Buyer's written approval at least 7 Working Days following the Call-Off Start Date. This shall cover each Event.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies

BUYER'S SECURITY POLICY

Not Applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

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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). Schedule 14 Part B (Long Form Service Levels and Service Credits) shall not apply.

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

The required Service Levels are set out in Call-Off Schedule 14 (Service Levels)

The Service Period is 30 days

PERFORMANCE MONITORING

See the Statement of Requirements at Call-Off Schedule 20 (Call-Off Specification)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

See the Statement of Requirements at Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY

See the Statement of Requirements at Call-Off Schedule 20 (Call-Off Specification)

OPERATIONAL BOARD

See the Statement of Requirements at Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF

Please see Call-Off Schedule 7

KEY SUBCONTRACTOR(S)

BT Openreach

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	30 March 2021 12:58 BST	Date:	30 March 2021 15:56 BST

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