

## OFFICIAL-SENSITIVE COMMERCIAL

DocuSigned by:

Frameworks Team

F9CA00ED2018476...

07 June 2023 | 07:4

# Order Form

## Further Competition Order Form

**CALL-OFF REFERENCE:** 706931451

**THE BUYER:** Ministry of Defence

**BUYER ADDRESS:** Army Headquarters, Ramillies Bldg,  
Marlborough Lines, Monxton Road, Andover,  
SP11 8HJ

**SUPPLIER REFERENCE:** RM3808-1686

**THE SUPPLIER:** Vodafone Limited

**SUPPLIER ADDRESS:** Vodafone House, The Connection, Newbury,  
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 23 May 2023  
It's issued under the Framework Contract with the reference number RM3808 for the  
provision of Network Services.

### CALL-OFF LOT(S):

Lot 8: Video conferencing 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 RM3808-1686
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)

OFFICIAL-SENSITIVE COMMERCIAL

**RM3808 Framework Form Template and Crown Copyright 2018**      **OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order Call-Off Schedules)**

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM3808-1686
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 17 (MOD Terms)
  - 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 22 (Supplier-Furnished Terms)
- 7. 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:

**1. Statement of Requirements (additional Schedule)****2. Social Value**

2.1 The Social Value Performance Indicator Targets are determined in the Contractor's tender response for this requirement and set out at Table against the three Social Value Themes; Tackling Economic Inequality, Fighting Climate Change, and Equal Opportunity.

2.2 The Contractor shall report progress against the Social Value Performance Objectives at Table 1 below to the Authority on a quarterly basis.

**Table 1: Social Value Performance Objectives**

<b>Social Value Theme</b>	<b>Reporting Metrics</b>	<b>Performance Indicator Targets</b>
Theme 2 Tackling Economic Inequality	For each of the following categories: <ul style="list-style-type: none"> <li>○ start-ups</li> <li>○ SMEs</li> <li>○ VCSEs; and</li> </ul>	Maintain certification and adherence to cyber security standards including Cyber Essentials

	<ul style="list-style-type: none"> <li>○ mutuals:             <ul style="list-style-type: none"> <li>■ The number of contract opportunities awarded under the contract.</li> <li>■ The value of contract opportunities awarded under the contract in £.</li> <li>■ Total spend under the contract, as a percentage of the overall contract spend.</li> <li>● Percentage of all companies in the supply chain under the contract with a current Cyber Essentials certification. [where relevant]</li> <li>● Number of companies in the supply chain under the contract with a current Cyber Essentials certification. [where relevant]</li> <li>● Percentage of all companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant]</li> <li>● Number of companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant]</li> <li>● Percentage of all companies in the supply chain under the contract to have adopted the National Cyber Security Centre's 10 steps. [where relevant]</li> <li>● Number of companies in the supply chain under the contract to have adopted the National Cyber Security Centre's 10 steps. [where relevant]</li> </ul> </li> </ul>	<p>Plus/ISO27001, the NCSCs' 10 Steps to Cyber Security', the UK Government TCoP and TSRs (compliant by NCSC specified date drafted as 2025).</p> <p>3 C2 General</p> <ul style="list-style-type: none"> <li>• Work with and award contracts to security-vetted suppliers who are certified under Cyber Essentials/Cyber Essentials Plus/ ISO27001 and who adopt the NCSC "10 Steps to Cyber Security" (where relevant)</li> </ul> <p>Maintain certification and adherence to cyber security standards</p> <p>Ongoing management and continual improvement of Vodafone's Information Security Management System</p> <p>Work with and award contracts to security-vetted suppliers</p> <ol style="list-style-type: none"> <li>1. Complete a cyber-security audit with potential suppliers</li> <li>2. Ensure suppliers are certified under Cyber Essentials or Cyber Essentials Plus</li> <li>3. Ensure suppliers adopt the NCSC "10 Steps to Cyber Security" (where relevant)</li> </ol>
<p>Theme 3: Fighting climate change</p>	<ul style="list-style-type: none"> <li>● Number of people-hours spent protecting and improving the environment under the contract, by UK region.</li> <li>● Number of green spaces created under the contract, by UK region.</li> <li>● Annual:</li> </ul>	<p>Number of hours delivery team spent on environmental programmes</p> <p>Reports on the carbon emissions associated with this contract and on the carbon savings enabled through the</p>

**RM3808 Framework  
Form Template and  
Crown Copyright 2018**

**OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order  
Call-Off Schedules)**

	<ul style="list-style-type: none"> <li>○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE).</li> <li>○ Reduction in water use arising from the performance of the contract, measured in litres.</li> <li>○ Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes.</li> </ul>	<p>use of Vodafone technology Environmental performance indicators at UK level, including:</p> <ul style="list-style-type: none"> <li>• Business travel</li> <li>• Devices returned (WEEE)</li> <li>• Energy use</li> <li>• Diesel use in generators</li> <li>• Fluorinated gases lost to atmosphere</li> <li>• Network equipment removed</li> <li>• Waste to recycling and energy from waste</li> <li>• Scope 1, 2 and 3 carbon emissions</li> </ul> <p>Annualised contract value as a proportion of total revenue</p>
Theme 4: Equal opportunity	<ul style="list-style-type: none"> <li>● Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>● Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.</li> <li>● Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>● Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>● Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>● Number of disabled people on other training schemes (Level 2,</li> </ul>	<p>Training opportunities available to all employees, including those with routes to progression if appropriate (e.g. apprenticeships) From individual induction and reviewed every 6 months to agree next-level training and qualifications</p> <p>Proactively encourage disabled people to apply for and participate in training</p> <p>All employees encouraged to use Grow with Vodafone performance and leadership platform to access relevant training.</p> <p>Continue to develop people with a disability or health condition</p> <p>Managers will apply the Equality and Diversity standards.</p> <p>Population data on diversity and inclusion,</p>

	3, and 4+) under the contract, by UK region.	such as ethnicity, disability, sexual orientation, gender identity and caring responsibilities against specific contract
--	--	--

- 2.3 The Authority will rate Contractor's progress under each Performance Indicator Target according to scoring methodology in Table 2 below.

**Table 2: Social Value Performance Indicators Scoring Methodology**

<b>Rating</b>	<b>Description</b>	<b>Score</b>
<b>Good (the Required Standard)</b>	The Contractor is meeting or exceeding the PI targets that are set out in Table 1 of this condition. Social Value.	95- 100%
<b>Approaching Target</b>	The Contractor is close to meeting the PI targets that are set out in Table 1 of this condition, Social Value.	90- 94.9%
<b>Requires Improvement</b>	The performance of the Contractor is below that of the PI targets that are set out in Table 1 of this condition, Social Value.	85.1- 89.9%
<b>Inadequate</b>	The performance of the Contractor is significantly below that of the PI targets that are set out in Table 1 of this condition, Social Value.	Below 85%

- 2.4 The Contractor shall present any mitigating evidence for not achieving the Required Standard and present a rectification plan for how the Required Standard will be met during the next reporting period at the Project Review Meeting for the Authority's consideration. The Authority will not unreasonably reject such mitigating evidence. Where the mitigating evidence and rectification plan are acceptable to the Authority, the Contractor shall receive relief from his obligation to meet the Required Standard of the affected PI for the affected period.
- 2.5 Where the Contractor cannot demonstrate to the satisfaction of the Authority, that failure to meet the required standard is reasonable and that the rectification plan gives confidence that the Required Standard will be met during the next reporting period then then obligation to meet the Required Standard remains unaffected. The Authority's decision in this respect will be final.
- 2.6 Subject to 2.5 above, if the Contractor fails to meet the Required Standard in any PI at three consecutive reports, the appropriate senior-level personnel from both parties will meet to discuss a mutually acceptable rectification plan. The Authority shall escalate the issue up to a maximum of 1\* Commercial level.
- 2.7 Where the parties cannot reach an agreement following senior-level escalation, Clause 34 (Resolving disputes) shall be invoked.

### 3.Site Access

**RM3808 Framework Form Template and Crown Copyright 2018**      **OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order Call-Off Schedules)**

3.1 Subject to clause 3.1.1 below the Authority will grant access to the Contractor to the Military Courts at Bulford Camp and Catterick for the purpose of installation, support and maintenance of the video conferencing and recording solution

3.1.1 The Authority reserves the right to refuse access to MoD Bulford Camp or MoD Catterick to any Contractor personnel who are not SC cleared or have failed Security Clearance checks.

3.1.2 Notwithstanding the provisions at clause 3.1.1 above, the Contractor will not be held liable for a failure to deliver his contracted services arising as a consequence of a failure by the Authority, to supply access to MoD Bulford Camp or MoD Catterick, provided the contractor has taken all reasonable steps to mitigate the impact of such a failure.

3.2 The Contractor's staff will need to obtain temporary security passes to access the two Court Centres, both for initial installation, training and technical support. The contractor will be required to contact the customer prior to arrival at Bulford and Catterick. Failure to do so may result in admittance onto the camp being delayed.

**CALL-OFF START DATE**      From date of signature of both parties

**CALL-OFF EXPIRY DATE**      5 Years from Call Off Start Date

**CALL-OFF INITIAL PERIOD**      5 Years

**CALL-OFF OPTIONAL EXTENSION PERIOD**      Not Applicable

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

30 days.

**CALL-OFF DELIVERABLES****Option A:**

Key Milestones	Description	Timeframe or Delivery Date
1	Installation of Video Conferencing equipment and commissioned	14 <sup>th</sup> July 2023
2	User Acceptance Testing of Equipment	31 <sup>st</sup> July 2023
3	Certification for full court usage	15 <sup>th</sup> August 2023
4	Training and Infrastructure testing	22 <sup>nd</sup> August 2023
5	Delivery of ongoing support	Contract end date

**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 £150,000 inclusive of VAT.

**RM3808 Framework Form Template and Crown Copyright 2018**      **OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order Call-Off Schedules)**  
**CALL-OFF CHARGES**

**Option B:** See details in Call-Off Schedule 5 (Pricing Details)

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**

Payments will be made via CP&F with invoices submitted by the supplier to EXOSTAR against the relevant Purchase Order raised post contract award by Army Commercial.

Payment can only be made following satisfactory delivery of pre-agreed certified products/deliverables and upon receipt of an invoice that provides a detailed elemental breakdown of work completed and associated costs.

Any invoices submitted should break down costs according to labour and delivery for each event.

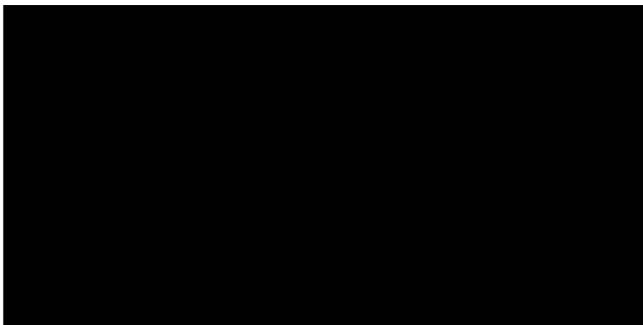
As stated above, invoices must be submitted for payment electronically to the EXOSTAR system (access will be granted to the winning supplier post contract award). Should the supplier wish to send a physical invoice to accompany the electronic invoice they are free to do so with the understanding that we are only able to pay electronic invoices.

**BUYER'S INVOICE ADDRESS**

Ministry of Defence

Army Headquarters, Ramillies Bldg, Marlborough Lines, Monxton Road,  
Andover, Hants, SP11 8HJ

**BUYER'S AUTHORISED REPRESENTATIVE**



Marlborough Lines, Monxton Road,

**BUYER'S ENVIRONMENTAL POLICY**

online at: <https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

**RM3808 Framework Form Template and Crown Copyright 2018**      **OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order Call-Off Schedules)**

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in 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)

Part E (Staff Transfer on Exit)

**QUALITY PLAN**

The Supplier must provide the Buyer with a Quality Plan within 30 Working Days

**MAINTENANCE OF ICT ENVIRONMENT**

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within 20 Working Days

**BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier's BCDR Plan at Annex 1 will apply

**SECURITY REQUIREMENTS**

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

**BUYER'S SECURITY POLICY**

Security Policy Compliance required:

**Not Applicable**

**INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.

**RM3808 Framework  
Form Template and  
Crown Copyright 2018**

**OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order  
Call-Off Schedules)**

## **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 4.

The Service Credit Cap is: 35% in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is a recurrent period of one month during the call off period.

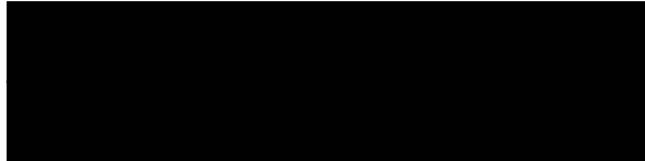
## **PERFORMANCE MONITORING**

Additional performance monitoring required:

Yes

Appended at Call-Off Schedule 14 Part C Annex 1

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**



tion, Newbury, Berkshire, RG14 2FN

## **SUPPLIER'S CONTRACT MANAGER**

James Barton VBSE Lead for Defence

james.barton@vodafone.com

Vodafone Limited, Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

## **PROGRESS REPORT FREQUENCY**

Annual Performance report on system availability and usage submitted to the Authority on either a PDF or Excel file.

Monthly management information on system usage on either a PDF or excel file.

**RM3808 Framework Form Template and Crown Copyright 2018**      **OFFICIAL-SENSITIVE COMMERCIAL Schedule 6 (Order Call-Off Schedules)**

**PROGRESS MEETING FREQUENCY**

In accordance with Statement of Requirement attendance at contract review meetings will be at the supplier’s own expense. It is expected that these reviews will be weekly for the first 6 months, monthly from 6 months until 12 months of the contractor and then every 4 months until month 24 of the contract, finally every 6-months thereafter until contract expiration. Dates and locations will be confirmed post contract award however there may be a requirement to attend these meetings remotely.

The Contractor shall ensure that the meeting at a minimum will contain information on performance of the contract and reviews of the architecture.

**OPERATIONAL BOARD**

Not Applicable

**KEY STAFF**

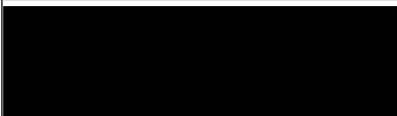
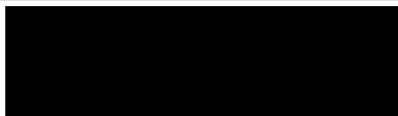
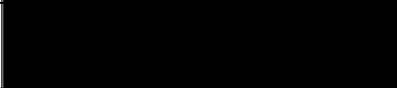
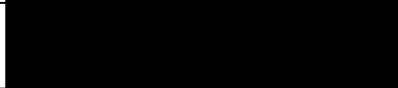
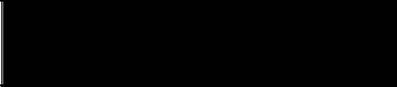
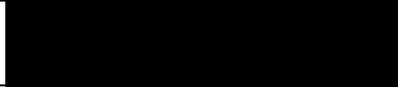
Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Call off Schedule 5 (Pricing details)

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	