Direct Award Order Form

CALL-OFF REFERENCE: CON\_7190- MVD1/0912241

THE BUYER: Department for Energy Security & Net Zero (DESNZ)

BUYER ADDRESS 22 – 26 Whitehall, London, SW1A 2EG

SUPPLIER REFERENCE NG100038691

THE SUPPLIER: Virgin Media Business Limited

SUPPLIER ADDRESS: 500 Brook Drive, Reading, United Kingdom, RG2 6UU

REGISTRATION NUMBER: 01785381

DUNS NUMBER: -----------------------

SID4GOV ID: -----------------------

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the latest date of signature below.

It’s issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):

Lot 1 – Mobile Voice and 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) RM6261
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6261
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for RM6261
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer) Part C & E
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security) Part A
	+ Call-Off Schedule 11 (Installation Works)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 20 (Specification)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6261
3. 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. The Suppliers Service Description for Lot 1 Mobile Voice and Data Services Catalogue shall apply to this Call-Off Contract.
2. The parties agree that the Supplier may bill the Buyer for the Charges through its Affiliate, Telefonica UK Limited, acting as the Suppliers billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of the Contract.

CALL-OFF START DATE: 14 days from the latest date of signature

CALL-OFF EXPIRY DATE: The day prior to the third anniversary of the Call-Off Start Date

CALL-OFF INITIAL PERIOD: 36 months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 periods of 12 months

If the Buyer wishes to invoke the extension above, it may do so only in multiples of 12 months, and provided that it does not exceed the total Call-Off Optional Extension Period set out above.

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 days

CALL-OFF DELIVERABLES

**Mobile Services:** as detailed in the Supplier’s Mobile Voice and Data Services Catalogue, the Mobile Services tariff options selected by the Buyer are detailed in the Call-Off Charges section below.

The same deliverables are also detailed in the Supplier’s Lot 1 Capture Requirements (CR) Form that accompanies this Call Off Contract.

Mobile Expense Management (mandatory base service) including Triggered Alerts

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 **£381,552.96.**

**CALL-OFF CHARGES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tariff | Quantity of Voice Connections at Start Date | Charge per SIM Card/Group Shared Data Bundle Before Discount | Charge per SIM Card/Group Shared Data Bundle After Discount | Total Monthly Charge |
| Shared Voice & Data  | ----------------------- | ----------------------- | ----------------------- | ----------------------- |
| Shared Data Only | ----------------------- | ----------------------- | ----------------------- | ----------------------- |
| Shared Data Allowance 40TB | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

**Platinum Reporting Pack**

The Supplier O2 Service Delivery Manager will provide the Platinum Reporting pack in XLS on a monthly basis. This will show a high level Account Summary and Trend Information. This pack also provides a monthly snapshot of all The Buyer’s connections on the O2 network as provided by The Supplier and includes the following:

* Base Report; current connections with device, user, and tariff information. This includes, for example, the SIM associated user, mobile number, contract start date, device make, model and IMEI, tariff, subscription cost.
* Top Ten Users; shows Top 10 spenders and users for several call types.
* Monthly New Connections; newly connected subscribers in the current calendar month.
* Monthly Disconnections; all disconnected subscribers in the current calendar month.
* Current Active Bars; current connections, current service bars and the date added.
* Current Active Services; current connections and current receiving services.
* Hardware Spend; hardware orders raised in the last calendar month.
* Call Analysis; shows the types of calls and the amount of usage/spend for each one.
* International & Roamed Analysis - Breaks down roamed and international usage into specific countries

The Charges payable in respect of the Platinum Reporting are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Quantity** | **Monthly Recurring Charge Before Discount (£)** | **Monthly Recurring Charge After Discount (£)** |
| Platinum Reporting | ----------------------- | ----------------------- | ----------------------- |

1 To be invoiced monthly

**Service Delivery Manager**

The Service Delivery Manager has the following responsibilities:

* 1. Accountability for the delivery of the Services to the Buyer;
	2. Owning and managing the customer service relationship with the Buyer;
	3. Owning, managing, and resolving any issues and escalations relating to the Services; and
	4. Holding monthly service review meetings with the Buyer’s nominated points of contact to review Service performance.

|  |  |  |  |
| --- | --- | --- | --- |
|  **Professional Service** | **Number of Days** | **Monthly Recurring Charge Before Discount (£)** | **Monthly Recurring Charge After Discount (£)** |
| Service Delivery Manager | ----------------------- | ----------------------- | ----------------------- |

1 To be invoiced monthly

**Telecoms Expense Management Charges**

The Charges relating to Telecoms Expense Management Services are as detailed below:

*Telecoms Expense Management Charges*

|  |  |  |  |
| --- | --- | --- | --- |
|  **Type of Product** | **Product** | **Quantity** | **Monthly Recurring Charge (per Connection)** |
| **Reporting** | ----------------------- | ----------------------- | ----------------------- |

Any additional connections to the Telecoms Expense Management Service shall be provided free of charge.

The Buyer may cancel the Telecoms Expense Management Services during the Call-Off Contract Period by giving the Supplier at least 90 days’ written notice, but where it does so the Buyer shall pay to the Supplier the Charges that would have been payable for the remainder of the Call-Off Initial Period or Call-Off Optional Extension Period (if selected).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bolt-On Name** | **Charge Frequency** | **Product Family** | **Charge per Bolt-on Before Discount** | **Charge per Bolt-on After Discount** |
| 24 Hour Rest Of World Pass | ----------------------- | ----------------------- | ----------------------- | ----------------------- |
| 30 Day Rest Of World Pass | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

The Supplier will apply the following discounts to its invoices in respect of the Charges payable under this Call-Off Contract relating to the Service Delivery Manager pursuant to the Memorandum of Understanding between the Supplier and Crown Commercial Services. No other Charges under this Call-Off Contract will benefit from the discounts listed below:

MOU powered discounts for Shared Data Bundle:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Confirmation ID** | **Confirmation Code** | **Type of Discount** | **One-off discount (%)** | **Monthly discount (%)** |
| ILC-R-1791 | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

**MOU powered discounts for 24 Hour Rest of World Pass:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Confirmation ID** | **Confirmation Code** | **Type of Discount** | **One-off discount (%)** | **Monthly discount (%)** |
| ILC-O-3400 | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

**MOU powered discounts for 30 Day Rest of World Pass:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Confirmation ID** | **Confirmation Code** | **Type of Discount** | **One-off discount (%)** | **Monthly discount (%)** |
| ILC-O-2424 | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

**MOU powered discounts for Platinum Reporting Pack:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Confirmation ID** | **Confirmation Code** | **Type of Discount** | **One-off discount (%)** | **Monthly discount (%)** |
| ILC-R-10000 | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

**MOU powered discounts for Service Delivery Manager:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Confirmation ID** | **Confirmation Code** | **Type of Discount** | **One-off discount (%)** | **Monthly discount (%)** |
| ILC-R-10000 | ----------------------- | ----------------------- | ----------------------- | ----------------------- |

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER’S INVOICE ADDRESS:

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BUYER’S AUTHORISED REPRESENTATIVE

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BUYER’S ENVIRONMENTAL POLICY

Not Applicable

SECURITY REQUIREMENTS

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

SUPPLIER’S AUTHORISED REPRESENTATIVE

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SUPPLIER’S CONTRACT MANAGER

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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

**Telefonica UK Limited**

500 Brook Drive, Reading, United Kingdom, RG2 6UU

Company number: 01743099

**Nuvoli Limited**

Home Farm House, Church Road, Elford, Staffordshire, B79 9DA

Company Number: 07639315

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

BUYERS DATA PROTECTION OFFICER

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