

# Direct Award Order Form Template

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**CALL-OFF REFERENCE:** TBC

**THE BUYER:** Defra

**BUYER ADDRESS:** Suite D, Unex House, Bourges Boulevard,  
Peterborough, PE1 1NG

**SUPPLIER REFERENCE** 2387521917

**THE SUPPLIER:** Wavenet Limited

**SUPPLIER ADDRESS:** One Central Boulevard, Blythe Valley Business  
park, Solihull, West Midlands, B90 8BG

**REGISTRATION NUMBER:** 03919664

**DUNS NUMBER:** 239297489

**SID4GOV ID:** 239297489

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19/08/20. It is issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

## CALL-OFF LOT(S):

Lot 6

## 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 1 (Definitions)

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
  
- Joint Schedule 8 (Guarantee)
  
- Joint Schedule 9 (Minimum Standards of Reliability)
  
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
  
- Call-Off Schedules for [TBC Call-Off reference number]
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 12 (Clustering)
  - 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 16 (Benchmarking)
  - 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)

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 when the Call-Off Contract is awarded through a direct award procedure.

### **CALL-OFF START DATE**

01/09/20

**CALL-OFF EXPIRY DATE**

31/08/23

**CALL-OFF INITIAL PERIOD**

3 years

**CALL-OFF OPTIONAL EXTENSION PERIOD**

24 months, 12 months at a time

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

30 days

**CATALOGUE SERVICE OFFER REFERENCE:** RM3808 - Lot 06 - Wavenet - 003

**CALL-OFF DELIVERABLES**

573 \* Voice and Data Sims

Monthly Rental = [REDACTED]

573\* 3GB Data connection aggregated (total data pool 1719 GB)

Total Monthly Rental = [REDACTED]

The Buyer's data usage will be reviewed quarterly by Wavenet. If needed, higher data bands are available at the following prices:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Data will roll over to next gigabit shared data allowance once data pool has reached its full usage. E.G. once 1719GB is used and The Buyer will roll over to 4gb per connection giving a data pool of 2,292GB and the cost shown above.

**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 £63,603

**CALL-OFF CHARGES**

  
**REIMBURSABLE EXPENSES**

Not recoverable

**PAYMENT METHOD**

Monthly in arrears

**BUYER'S INVOICE ADDRESS:**

[Accounts-Payable.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**STAFF TRANSFER**

Not applicable

**QUALITY PLAN**

Not applicable

**MAINTENANCE OF ICT ENVIRONMENT**

Not applicable

**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)

**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 4

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]  
[Redacted]

**SUPPLIER'S CONTRACT MANAGER**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**PROGRESS REPORT FREQUENCY**

On the fifth Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the fifth Working Day of each quarter

**OPERATIONAL BOARD**

Not applicable

**KEY STAFF**

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V1.0 12082019

Not applicable

**KEY SUBCONTRACTOR(S)**

EE

**COMMERCIALLY SENSITIVE INFORMATION**

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	1 <sup>st</sup> September 2020	All pricing information contained within the Supplier's response to the Customer's General Further Competition (all versions and any documentation supporting the Supplier's response ("Supplier Response") and contained within this Order Form	Contract Duration
2	1 <sup>st</sup> September 2020	All commercial information (including any commercial models and discounts offered), technical and operational information contained within the Supplier's Response (all versions and documentation supporting the Supplier's Response) and contained within this GFC Order Form.	Contract Duration
3	1 <sup>st</sup> September 2020	All personal data (including any personal data and employee data contained within the Supplier Response (all versions and documentation supporting the Supplier Response) and contained within this Order Form.	Contract Duration
4	1 <sup>st</sup> September 2020	All information which relates to the Supplier's suppliers, subcontractors and customers within the Supplier's Response (all versions and documentation supporting the Supplier's) and contained within this Order Form.	Contract Duration

<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:	13/08/20	Date:	18/08/20