

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: **C316081**

THE BUYER: THE SECRETARY OF STATE FOR HEALTH AND  
SOCIAL CARE, ACTING AS PART OF THE  
CROWN THROUGH DEPARTMENT OF HEALTH  
AND SOCIAL CARE

BUYER ADDRESS 39 VICTORIA STREET, WESTMINSTER,  
LONDON, SW1H 0EU

SUPPLIER REFERENCE NG100045952  
MVD2/0212241

THE SUPPLIER: Virgin Media Business Limited

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

REGISTRATION NUMBER: 01785381

DUNS NUMBER: 289824328

SID4GOV ID: 289824328

#### 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 2: MOBILE VOICE AND DATA SOLUTIONS

**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)
3. RM6261 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 7 (Financial Difficulties)
    - 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) Parts C and E
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A
    - Call-Off Schedule 9 (Security) Part A
    - Call-Off Schedule 10 (Exit Management)
    - 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 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6261
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.

- **REDACTED**

CALL-OFF START DATE: 10<sup>th</sup> December 2024

CALL-OFF EXPIRY DATE: 9<sup>th</sup> December 2026

CALL-OFF INITIAL PERIOD: 2 Years (24 Months)

CALL-OFF OPTIONAL EXTENSION PERIOD: Additional 2 X 12 Months (24 Months)

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION:**  
The Buyer shall not issue a notice for without reason termination in the first Calendar Year of the Call-Off Contract i.e. until 10<sup>th</sup> December 2025.

The Buyer shall, by giving the Supplier not less than 3 months' notice, be entitled to issue a without reason termination in the remaining Call-Off Initial Period i.e. between 10<sup>th</sup> December 2025 until 9<sup>th</sup> December 2026 and (if invoked) during the Call-Off Optional Extension Period i.e. between 10<sup>th</sup> December 2026 and 9<sup>th</sup> December 2028

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 5 (Pricing Details).

**REDACTED**

#### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms (as amended by the Framework Special Terms).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£413,093.40**

#### **CALL-OFF CHARGES**

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

#### **REDACTED**

The total expected Charges during the Call-Off Initial Period are as follows:

<b>Item / term</b>	<b>TCV</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>

<b>TOTAL TCV</b>	<b>£510,469.80</b>
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- **REDACTED**

The total expected Charges during the Call-Off Extension Period (assuming the full extension is invoked by the Buyer) are as follows:

<b>Item / term</b>	<b>TCV</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>TOTAL TCV</b>	<b>£436,288.80</b>

\*Revised Charges to be reviewed prior to the Call-Off Optional Extension Period in accordance with Call-Off Schedule 5.

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:

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

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

BACS Transfer

#### BUYER'S INVOICE ADDRESS:

All invoices must be sent to MB-PaymentQueries@dhsc.gov.uk.

All invoices must quote a valid DHSC purchase order number and be addressed as below:

Accounts Payable – Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU  
United Kingdom

The Buyer shall provide purchase order numbers to the Supplier in a timely manner. If the Buyer does not provide the Supplier with a PO number in a timely manner, the Supplier shall be entitled to issue an invoice without a purchase order number, which the Buyer must pay in accordance with the terms of the Call-Off Contract.

#### BUYER'S AUTHORISED REPRESENTATIVE

**REDACTED**

#### BUYER'S ENVIRONMENTAL POLICY

Not Applicable

The Supplier confirms that the data centres used for managing mobile data are ISO 14001 accredited.

#### SECURITY REQUIREMENTS

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

#### BUYER'S SECURITY POLICY

Not Applicable

The Supplier confirms that the proposed services are in scope of the Supplier's ISO27001 certification.

Supplier also hold certifications such as Cyber Essentials+, and associated policies which underpin the proposed services.

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

**REDACTED**

**REDACTED**

**PROGRESS REPORT FREQUENCY**

In accordance with RM6261 Call off Schedule 15 call off Contract Management v1.0

**PROGRESS MEETING FREQUENCY**

In accordance with RM6261 Call off Schedule 15 Call off Contract Management v1.0

**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

**REDACTED**

**COMMERCIALLY SENSITIVE INFORMATION**

The following is the Supplier's Commercially Sensitive Information:

- Call-Off Order Form, including:
  - Call-Off Schedule 4 (Call-Off Tender)
  - Call-Off Schedule 5 (Pricing Details)
  - All Supplier's policies.

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**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).