



**Network Services Agreement RM1045  
Framework Schedule 4  
(Template Order Form and Template Call Off Terms) Part 1a**

**Direct Award Order Form**

This Order Form must be used to place a Direct Award under the Network Services Agreement

Before completing this Order Form, please refer to the guidance provided (**How to complete a direct award order form**) which is available from the Crown Commercial Service (CCS) website on the agreement web page: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

**Order Form completion**

The Order Form consists of the following sections, please complete as follows:

**Section A – General information**

The Customer must complete this section for all Orders.

**Section B – Direct Award information**

The Customer must complete this section for all Orders.

**Section C – Location details/requirements**

The Customer must complete this section for all Orders.

**Section D – Call Off Contract award (Direct Award)**

The Customer must complete and sign this section for all Orders before sending the Order Form to the Supplier.

The Supplier must complete the grey boxes in this section and return a copy of the Order Form to the Customer. The Supplier may sign as acknowledgement of receipt of the Order.



## Section A General information

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

For a Direct Award the following appendices may apply to the Call Off Contract:

### Appendix 1 – Testing

Annex 2 Test Certificate

Annex 3 Satisfaction Certificate

- to be completed by both Parties as required throughout the life of the Call Off Contract, where testing has been requested in section B of this Order Form.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 4

### Appendix 2 - Variation Form

- to be used, if required, by both Parties throughout the life of the Call Off Contract.

Reference: Direct Award and Short Form Further Competition Call Off Terms, Schedule 12

The Call Off Terms that will apply to the Call Off Contract are as specified in the Direct Award and Short Form Further Competition Call Off Terms (Framework Schedule 4, part 2).

## Customer details

### Customer Organisation name

London Borough of Havering

### Customer billing address

Your organisation's billing address, please ensure you include a postcode

Mercury House, Mercury Gardens, RM1 3DW

### Customer Representative:

The name of your point of contact for this requirement

Priya Javeri

### Customer Representative contact details

Please provide full address details, email address and telephone number

Town Hall, Main Road, Romford, RM1 3BD, [priya.javeri@onesource.co.uk](mailto:priya.javeri@onesource.co.uk) 01708 434343

## Supplier details



**Supplier name**

The Supplier organisation name. Call Off Contracts must be awarded to the Supplier name as it appears in the Supplier Framework Agreement.

These are available on the agreement webpage, <http://ccs-agreements.cabinetoffice.gov.uk/contracts/m1045>. Please see the documents tab, and refer to Suppliers by lot.

EE Limited

**Supplier address**

The Supplier's registered address, please see the documents tab on the agreement webpage and refer to Suppliers by lot. <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>.

Trident Place, Mosquito Way, Hatfield, AL10 9BW



## Section B Direct Award information

### Customer Order reference number

Please provide a unique reference for this Call Off Contract.

Resign Direct Award

### Service Offer reference

The item number/s for the Service Offer/s (called Supplier item ID in the Catalogue Publication Portal) this can be confirmed by the Supplier if required.

RM1045-LOT6-EE-GENERAL-CATALOGUE

### Description of Services required

Please provide a description of Services required to enable the Supplier to ensure that the requirement is fully provided by the Service Offer selected. Please ensure all required options are listed.

Where additional Testing or Testing as an option is required, please ensure these requirements are clearly listed. Please provide details of quantity required where this is relevant.

#### Voice Only

1101 x Voice only (all inc) with tech fund @ £3.00 - 24 months

1101 x Resign Only No Device Required

#### Voice and Data

556 x Voice only (all inc) with tech fund @ £3.00 - 24 months

556 x Resign Only No Device Required

#### Data Only

1274 x Resign Only No Device Required

Shared Data			
<b>Minimum Connection Period</b>		24 months	
<b>No of Voice Connections</b>		556	
<b>No of Data Only Connections</b>		1274	
<b>Initial tier</b>		1TB	
<b>Enablement Option/Fee</b>		£1.00 per Connection per month	
Shared Data Tier	Monthly Line Rental per month	UK & EU data included per month (4G access)	Total number of Connections
1TB	£6,500.00	Up to 1TB	1830

In the event that the Customer's usage exceeds the highest tier threshold listed above then the Supplier shall charge the Customer 2.5p per MB for the excess usage. Excess usage charges shall be applied as a one off debit on a quarterly basis to the Customer's nominated airtime account.

as more particularly set out in, and subject to, the Service Offer(s).

### Lot or Lots covered by this requirement

Lot 6

**Call Off Commencement Date**

The Call Off Commencement Date is the date of dispatch of this signed Order Form. This date can be found in section D of this Order Form.

**Call Off Initial Period**

Any period in months, up to the maximum Call Off initial period of 36 months

24 months

**Call Off Extension Period**

The maximum Call Off Extension Period is 24 months

24 months

**Last price paid**

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable). Please provide any relevant details to explain the figure.

£275,000

**Implementation Plan required?**

A draft Implementation Plan will form part of the Service Offer, if you require the Supplier to provide a plan based on this draft, please select. See clause 6 of the Call Off Terms

Yes  No

**Testing required?**

Testing may be included in a Service Offer. Options for additional Testing, or Testing as an option, may also be described in a Service Offer.

Please indicate if you require any of the described Testing options. These must be included in your 'Description of Services required' section of this form.

If testing is required the forms attached at appendix 1 (Call Off Schedule 4) will be used by both Parties throughout the life of the Call Off Contract.

Testing options are required  Testing options are not required

**Service Maintenance Level (SML) required**

The Supplier's Service Offer will have a default Service Maintenance Level, options for other SMLs may be available and will be described in the Service Offer. Where options are provided, please indicate the required level. See clause 10 of the Call Off Terms and Schedule 6 of the Call Off Terms.

No Service Levels or Service Credits apply to the Service Offer(s).

**Charges**

These will either appear as an item price or will be derived from the Price Card attached to the Service Offer. Please note that if a Service Offer is indicated as 'free' this is due to the functionality of the software of the Catalogue Publication Portal. You must identify the relevant options and costs from the Price Card attached.

As set out in the Service Offer.

**Total contract value**

Please provide the total contract value.

£319,224.00

**Scots Law required?**

Tick as required.  
See Call Off Schedule 13, clause 2.1.1

**Northern Ireland Law required?**

Tick as required.  
See Call Off Schedule 13, clause 2.1.2



<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Non-Crown Body?</b> Please indicate if you are a Crown or non-Crown Body. See Call Off Schedule 13, clause 2.1.3	<b>Non FOIA Public Body?</b> Please indicate if you are an FOIA Public Body or non-FOIA Public Body. See Call Off Schedule 13, clause 2.1.4
<input checked="" type="radio"/> Crown Body <input type="radio"/> Non-Crown Body	<input checked="" type="radio"/> FOIA Public Body <input type="radio"/> Non FOIA Public Body
<b>Dispute Resolution – role</b> Please provide details of the role within your organisation (if different from the contact provided in section A of this form) that would deal with Disputes. See Call Off Schedule 11, clause 3.1 for details.	<b>Dispute Resolution - arbitration</b> The default location for arbitration under this framework is London. If you wish to identify a more convenient location (for you and the Supplier) you are able to do so. See Call Off Schedule 11, clause 6.4.6
As set out in Section A	London



## Section C Location details/requirements

Please provide details of all the locations where the Supplier will be required to deliver the Services requested.

For each Site to be covered by this Order Form, please provide the full postal address, including postcode. If a postcode is not available please provide an appropriate reference such as a National Grid reference, which can be found using an internet search such as Grid Reference Finder.

The required date of delivery of the Services must be in accordance with the Outline Implementation Plan described in the Service Offer.

Site address	Site postcode	Required service commencement date
Town Hall, Main Road, Romford	RM1 3BD	The Minimum Connection Period for each Connection commences on the date that each individual Connection is given access to the network. Devices are Connected upon dispatch of the device to the Customer.

**(Provide further Site details as required)**



## Section D Call Off Contract award (Direct Award)

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form, the appendices to this Order Form, as completed by the Customer and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

<b>Unique Call Off Contract identifier</b> A unique Order reference number provided by the Supplier for this Call Off Contract.
010558 ee5018655
<b>Supplier Representative</b> The name of the Supplier point of contact for this requirement
Charlotte Ayres-Cousins
<b>Supplier's Representative</b> The contact details of the Supplier's representative
Charlotte.ayres-cousins@bt.com
07536 062079
<b>Dispute Resolution - Supplier</b> Please provide details of the role within your organisation that would deal with Disputes (if different from the contact given above). See Call Off Schedule 11, clause 3.1 for details.
As above





**Call Off Contract Commencement Date**

The commencement date of the Call Off Contract will be the date of dispatch of this signed Order Form by the Customer to the successful Supplier in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

**SIGNATURES**

**For and on behalf of the Customer**

Name	Priya Javeni
Job role/title	Director of Technology & Innovation
Signature	
Date of dispatch	31-05-2019

Please note that if an Order Form is sent to a supplier by post, the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045> should be used.

Please see the documents tab, and refer to Suppliers by lot. This document also provides an email address for each supplier.

**For and on behalf of the Supplier**

Name	
Job role/title	
Signature	
Date	



**CALL OFF SCHEDULE 4: TESTING**

**ANNEX 2: TEST CERTIFICATE**

To: EE Limited  
From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

**TEST CERTIFICATE**

Deliverables:

**[Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones]**

We refer to the agreement ("Call Off Contract") relating to the provision of the Services between the [insert Customer name] ("Customer") and EE Limited ("Supplier") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all of Deliverables listed above have been tested successfully in accordance with the Testing Strategy Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule 4 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

**[\*Guidance Note: delete as appropriate]**

Yours faithfully  
[insert Name]  
[insert Position]  
acting on behalf of [insert name of Customer]



Crown  
Commercial  
Service

### ANNEX 3: SATISFACTION CERTIFICATE

To: EE Limited  
From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

#### SATISFACTION CERTIFICATE

Milestone:

**[Guidance Note to Customer: Insert description of the relevant Milestones]**

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and EE Limited ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Testing Strategy Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]\*

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule 4 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)]\*

**[\*Guidance Note: delete as appropriate]**

Yours faithfully  
[insert Name]  
[insert Position]  
acting on behalf of [insert name of Customer]



**CALL OFF SCHEDULE 12: VARIATION FORM**

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("**the Customer**")

and

EE Limited ("**the Supplier**")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

**[Guidance Note: Insert details of the Variation]**

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	



	and stored, any type of Personal Data could be captured or provided inadvertently by the End User. Any access to the content of such communications by the Supplier is strictly in accordance with Law.
Type of Personal Data	<ul style="list-style-type: none"><li>• name;</li><li>• gender;</li><li>• date of birth;</li><li>• email address;</li><li>• address;</li><li>• telephone number;</li><li>• associated persons;</li><li>• contact notes from calls;</li><li>• contact records;</li><li>• family and friends telephone numbers;</li><li>• Personal Data traffic and communications records; and</li><li>• recordings, including mobile voice and text message.</li></ul> <p>This list is not exhaustive as the Customer will specify what Customer Personal Data is Processed.</p>
Categories of Data Subject	<ul style="list-style-type: none"><li>• End Users</li><li>• Third party participants in voice calls or text messages to and from End Users</li></ul>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted six (6) Months after the expiry or termination of the Call off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract.



**SCHEDULE 16: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

**Table 1 – Contract Administration**

Description	Details
Subject matter of the processing	Administering the Call Off Contract and the Services provided under the Call Off Contract.
Duration of the processing	Up to six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable).
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under the Call Off Contract, including: <ul style="list-style-type: none"> <li>• administering, tracking and fulfilling Orders for the Services;</li> <li>• implementing all or any of the Services;</li> <li>• managing and protecting the security and resilience of any Supplier Equipment, the Supplier System and/or the Services;</li> <li>• managing, tracking and resolving Incidents associated with the Services as set out in the Call off Contract;</li> <li>• administering access to online portals relating to the Services;</li> <li>• compiling, dispatching and managing the payment of invoices;</li> </ul>
Type of Personal Data	Contact details (name, business email address, business address, business contact telephone number) of, and communications with, Customer staff concerned with the implementation and management of Services under the Call Off Contract.
Categories of Data Subject	Customer staff concerned with the implementation and management of the Services under the Call Off Contract.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted six (6) Months after the expiry or termination of the Call off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract.

**Table 2 – The Service**

Subject matter of the processing	The provision of the Services under the Call Off Contract.
Duration of the processing	For as long as the Supplier provides the Services and for as long as the Supplier may be required to Process the Personal Data in accordance with Law.
Nature and purposes of the processing	The Services provide the Customer with a mobile wireless communications service. The Supplier Processes any information that is generated by the End User's use of voice mail, voice recording, text messaging features and web browsing. Given that recordings can be made