



USER GUIDE

Framework Agreement for the Provision of Mobile Voice and Data Communications and Associated Products and Services

This is a Tier 3 Framework

Complexity Level		Timeframe to Contract Finalisation
Tier 1:	Utilities Sign Up	Available immediately
Tier 2:	Direct Drawdown	Available immediately
Tier 3:	Low Complexity Mini-Competition	Up to 10 weeks
Tier 4:	Medium Complexity Mini-Competition	Between 10 and 20 weeks
Tier 5:	High Complexity Mini-Competition	6 months with well-developed specifications



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What is a Framework Agreement?

Framework Benefits

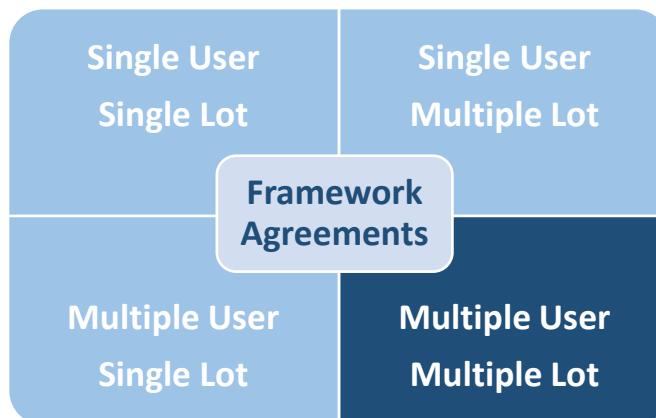
- ✓ Easy access to preselected specialist service providers
- ✓ Flexibility
- ✓ Best practice procurement
- ✓ Agreed terms and conditions
- ✓ Efficiency
- ✓ Value for money
- ✓ Quality of product and services

A framework agreement (“Framework Agreement”) is an agreement between one or more contracting authorities and one or more service providers, establishing the terms governing contracts to be awarded during a given period, which enables contracting authorities to place orders with service providers without running a full tender process.

Framework Agreements are typically based on large volume purchasing requirements and as such are widely used across the Public Sector where aggregation of goods and services greatly enables better value for money.

Different types of frameworks

There are several different types of framework arrangements, as per the Diagram below. This Framework Agreement is a multiple-supplier, multiple lot framework for the supply of mobile voice and data communications and associated products and services (“Framework”).





Why should I use this Framework?

Procurement of Mobile Voice and Data Communications and Associated Products and Services can take significant time and money both for the awarding authority and suppliers.

The Framework for the provision of mobile voice and data communications & associated products and services is fully compliant with procurement regulations. It reduces the time and costs associated with the procurement process by offering a facility that has already been competitively tendered.

It aims to deliver easy access for public service bodies to high-quality mobile voice and data communications, along with efficient and effective services, including technical support services at the best possible price.

The main benefits to you include:

- ✓ **Easy access to pre-selected, specialist suppliers**

The framework provides an easy access route to pre-selected specialist suppliers (Framework Members) who are best placed to supply mobile voice and data communications & associated products and services to public service bodies (Framework Clients).

- ✓ **Flexibility**

This framework reduces the time and cost associated with a full procurement exercise, which in turn allows you to be more flexible with the planning and running of any tender process. For example in the case of Lot 1 there are two mechanisms by which you can access mobile voice and data products and services: (1) If the annual value of your contract is less than €25,000, you can access your required goods and services via direct drawdown which can be activated by using a “Notification to Activate Goods and Services Form” or “NAGSF” or (2) Where the annual value of your contract exceeds €25,000 per annum you can access your required goods and services via mini-competition.

If you have a requirement under Lot 2 for Bulk message services you can use direct draw down which is again activated by using the “Notification to Activate Services Form (NASF). There is no need to run any mini-competitions.



✓ Best Practice Procurement

Each of the suppliers on the Framework have been subject to a rigorous procurement process, ensuring they offer the scope and quality of goods and services you require

✓ Agreed Terms and Conditions

Terms and conditions are already established and agreed for you and the suppliers. This removes the need to re-draft terms for each procurement you undertake. Where you are accessing goods and services via mini-competition (Lot 1 goods and services with a contract value in excess of €25,000 per annum) you have the right to refine, but not fundamentally alter the terms and conditions to take into account any remedies. There are three remedies you will need to review at Mini-Competition stage (see SRFT):

- Liquidated Damages
- Contractor's Limitation on Liability
- Retention for Cause

✓ Efficiency

The Framework removes the need for you to conduct full tender exercises or lengthy supplier evaluations, saving the time and costs associated with procurement exercises. If you are a Framework Client where your annual spend is less than €25,000 per year, you can use the drawdown option, instead of running a mini competition, to get the services you require.

✓ Value for Money

The Framework offers value for money through the establishment of maximum rates for various products and services, which include a range of tariff packages offered by the Framework Members as well as maximum costs for:

- Mobile Device Management
- Help Desk
- On-site Support
- Pooled Data
- Special Equipment

Tariff prices may be further reduced by a Framework Member in response to a Mini-Competition which then becomes the Framework Member's new Effective Prices. Pricing is explained in more detail further on in this User Guide.



The OGP has put a robust contract management process in place that, in particular, will focus on achieving high quality services, best price points, and ensuring that the framework agreement is delivering overall value for money.

✓ **Ability to drawdown individual elements**

Framework Clients have the ability to procure equipment and/or associated services together or individually

✓ **Quality of Products and Services**

The experience, expertise and commitment to quality of the suppliers are assessed at the time of the initial competition. Satisfaction with the suppliers' performance is monitored on an ongoing basis

What is the duration of the Framework?

The Framework commenced on 26th October 2017 and will run for two (2) years with an option to extend for up to twelve (12) months with a maximum of two such extension or extensions.

Individual contracts awarded as part of a Lot 1 mini competition may be for a period of up to 4 years. In the case of a drawdown for Lot 1 and Lot 2, contracts may be for a period of up to 2 years

Who can use this Framework?

The Framework may be used by the following framework clients (“Framework Clients”):

- Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies).



- Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds.
- Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service). HEAnet, its member institutions and subsidiaries, Educational and Training Boards (ETB), ETB schools, primary, post-primary, special schools groups and clusters of schools.
- An Garda Síochana (Police)
- The Irish Prison Service
- The Defence Forces

What Products/Services are covered by this Framework?

The Framework for the provision of Mobile Voice and Data Communications and Associated Products and Services covers the following goods and services:

Lot 1: Mobile voice and data Goods and Services to include:

- Supply of low-/medium-/high-end devices inclusive of monthly service plans/bundles
 - Smartphone devices inclusive of monthly voice, text and data service plans;
 - Talk-and-text devices inclusive of monthly voice and text service plans;
 - Data-only devices inclusive of monthly data service plans.
- Supply of low-/medium-/high-end devices
 - Talk-and-text devices;



- Smartphone devices;
- Data-only devices (routers, USB modems).
- **Supply of SIMs inclusive of monthly service plan bundles**
 - SIMs inclusive of monthly voice and data service plans/bundles for use in Framework Clients' existing devices;
 - Data-only SIMs inclusive of monthly data service plans for use in Framework Clients' existing devices;
 - Data-only SIMs inclusive of monthly data service plans for use in M2M or IoT deployments
- **Additional add-on services**
 - Individual data packages;
 - Pooled data packages;
 - International roaming packages.
- **Online access to billing information and usage monitoring**
- **Device management**
 - Ordering, delivery to customer site, replacement, repairs and ancillary services.
- **Service management**
 - Provisioning, bespoke configuration, adds/moves/changes, unlocking of devices, changes to service plans and /roaming issues.
- **Help-desk services**
 - Dedicated single point of contact;
 - Incident management;
 - Device/service troubleshooting and support.
- **On-site support**
 - Dedicated on-site resource to provide the managed service at the customer site.
- **Mobile Device Management**
- **Accessories**, such as carrier cases, chargers and car phone related products.



Lot 2 – Bulk Text Services (SMS)

- Provision of a central portal for individual agencies to upload a single file (in an agreed format) for bulk transmission. Such a message could involve multiple messages for multiple recipients;
- Provision of a dedicated connection (SMSC or other) for the bulk transfer and receipt of SMS messages;
- Messages originating from third party or international networks will be routed inbound over said connection;
- The connection will facilitate the use of standard long numbers and short numbers, e.g., 5XXXX;
- Framework Clients can add SMS text recipients to the solution;
- Interested parties can self-subscribe to receive SMS alerts/messages;
- SMS text recipients can unsubscribe from the Bulk SMS Service.
- Ability to handle replies from text message recipients.

The Department of Public Expenditure and Reform Circular 15/2011 places certain obligations on Framework Clients with regard to external service delivery. It is the responsibility of any Framework Client, intending to award a Services Contract under this Framework Agreement, to ensure that all relevant obligations in this regard are fully complied with.

How were the Framework Members chosen?

The Framework Agreement members were successful in an open OJEU competition run by the OGP.



Who can provide Goods and Services under this Framework?

Lot 1 (Mobile Voice and Data):

Contracts with an annual value of less than €25,000

OGP will conduct a mini-competition among the Framework Members once every year to select a Framework Supplier to provide mobile voice data products and services to Framework Clients who have maximum annual requirements that are less than €25,000 per annum (based on your purchase of the same or similar products and/or services in the previous 12 months).

Eir is the selected supplier for the Second year, commencing 4th December 2018 to 3rd December 2019.

If your annual contract value is less than €25,000 you can access your required goods and services directly from Eir using the notification to activate Goods and Services form (NAGSF) in Appendix 5.

Please see the section “How do I go about using direct drawdown for Mobile Voice and Data Services?” for further details of the process.

Contracts with an annual value of greater than €25,000

There are three suppliers on the framework for Lot 1 (mobile voice and data services)

Tenderer	
Eir	✓
Three Ireland	✓
Vodafone	✓

All of the Framework Members above can submit tenders as part of Mini-Competition for contracts with an annual value of greater than €25,000 per annum

Lot 2 (Bulk Text Services)

There are five suppliers on the framework for Lot 2 who can provide Bulk Text Services (SMS)



OGP will conduct a mini competition among the Framework Members once every year to select, a Framework Supplier to provide Bulk Text Services (SMS) to Framework Clients.

Vodafone is the selected supplier for the second year, commencing 4th December 2018 to 3rd December 2019.

You can access your required services directly from Vodafone using the Notification to Activate Services Form (NASF) – See Appendix 6

How do I access Goods and Services?

Accessing Goods and/or Services in an easy simple manner is a core design principle of the Framework

Lot 1 (Mobile Voice and Data)

Contracts with an annual value of less than €25,000

If you require mobile voice and data products and services under Lot 1 and the value of your contract is less than €25,000 per annum (based on your purchase of the same or similar products and/or services in the previous 12 months) you can access your requirements through Direct Draw Down.

Contracts with an annual value of greater than €25,000

If you require mobile voice and data products and services under Lot 1 and the value of your contract is greater than €25,000 per annum (based on your purchase of the same or similar products and/or services in the previous 12 months) you need to conduct a Mini-Competition. Further information is provided on page 16 about running a mini-competition.

Lot 2 (Bulk Text Services)

If you require Bulk Text Services you can access your requirements through Direct Draw Down



How do I go about using Direct Drawdown for Mobile Voice and Data Services?

There are a number of stages to be followed to access goods and services through a direct drawdown:

Step No.	Step
1	Prior to placing your first order with the Framework Supplier, you must complete, sign and email a signed "Notification to Activate Goods and Services Form" (NAGSF) to Eir at governmentmobile@eir.ie who from 4th December 2018 to 3 rd December 2019 are the selected Supplier for drawdown. Eir will sign it and return to you within five days. This will activate your account.
2	Eir will provide assistance to the Framework Clients in selecting, from the range of tariff packages they have on offer, one which best fits the requirements of the Public Sector Body. To discuss your requirements and to review the plans available please contact Eir directly at: Email address: governmentmobile@eir.ie Telephone number: 1 800 200 500
3	Following the discussion that have taken place with Eir you can then order the products and services required by completing the "Purchase Order Form". This form should be submitted directly to Eir. Your order will be acknowledged and a timeframe for delivery will be agreed.
4	Eir will process invoices for orders and ensure the relevant proof of delivery (POD) and matching invoices will be sent by email or post to your accounts department

The Notification to Activate Goods and Services and Purchase Order Forms are available separately in the "How to use this Framework?" section of the website.



The Eir Account Manager is also available to discuss queries and his contact details are:

Contact:	Ken McGrath
Email address:	ken.mcgrath@eir.ie
Telephone number:	085 8567585

How do I go about using Direct Drawdown for Bulk Text Services?

There are a number of stages to be followed to access goods and services through this mechanism:

Step No.	Step
1	Prior to placing your first order with the Framework Supplier, you must complete, sign and email a signed "Notification to Activate Services Form" (NASF) to Stephen.Corbett@vodafone.com at Vodafone (who from 4th December 2018 to 3rd December 2019 are the selected Supplier for drawdown).
2	Vodafone will sign it and return to you within five days. This will activate your account
3	You can then order the goods required by completing "Purchase Order Form" and submitting it to the relevant contact details below.
4	Your order will be acknowledged and a timeframe for delivery will be agreed
5	Vodafone will process invoices for orders and ensure the relevant proof of delivery (POD) and matching invoices will be sent by email or post to your accounts department.

The Notification to Activate Goods and Services and Purchase Order Forms are available separately in the "How to use this Framework?" section of the website.

The Vodafone Account Manager is also available to discuss queries with the contract and his contact details are:

Contact:	Stephen Corbett
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Email address:	Stephen.Corbett@vodafone.com
Telephone number:	+353873799007

How does the pricing work?

Contracts with an annual value of less than €25,000

Details of plans may be obtained by contacting Eir directly at governmentmobile@eir.ie or by ringing 1800 200 500 where they will discuss the various plans and handsets available that best meet your requirements as well as issues such your need to connect to the Government network etc.

Contracts with an annual value of greater than €25,000

While the pricing obtained will be determined as a result of a mini-competition OGP have obtained several innovative benefits for Contracting Authorities within the Framework Agreement.

- **Effective Prices**

The effective price is a term which represents those prices, which include the tariff packages applied to bundles and the costs that were tendered by each Framework Member for admission to Lot 1 of the Framework.

You as Framework Clients may be offered more competitive rates by Framework Members through the Mini-Competition process.

It is expected that prices offered by a Framework Member in response to a Mini-Competition conducted over the Term of the Framework must at all times be equal to or better than the Framework Member's Effective Prices.

- **Price Revisions**

If a Framework Member offers pricing in response to any Mini-Competition conducted under the Lot 1 which are lower than the Effective Prices they offered to be admitted to the framework and which are accepted by a Framework Client this reduced pricing, will



become that Framework Member's new Effective Prices from the next billing period onwards.

The new pricing will apply to all existing and future contracts awarded to that Framework Member in response to a Mini-Competition

NB: This also applies to contracts awarded to Eir via Direct Draw Down by a Framework Client the value of whose contract is less than €25,000 per annum. If Eir offers new effective prices in response to any Mini-Competition which are accepted by a Framework Client, then Eir must charge this effective pricing to all of its then currently contracted Framework Clients and to all other Framework Clients who directly draw down products and services from Eir by means of the NAGSF.

As an example, Organisation A in sourcing for a mobile phone package gets a price of €10, where the current price is €12. This price of €10, becomes the new effective price for that package from the next billing period onwards.

The new pricing will apply to all existing and future contracts awarded to that Framework Member.

How do I run a mini-competition?

There are a number of stages you must go through in order to run a Mini-Competition:

On each occasion that you propose to procure goods and/or services under this Framework Agreement, you must complete a Supplementary Request for Tender (SRFT) template document. This applies only in the case of Lot 1, where the annual contract value is greater than €25,000.

The SRFT is in a standard format and designed to make it easy for you to define what you want and for Framework Members to respond to your requirements. The documents can be downloaded from the "How to use this Framework?" section of the website.

The SRFT must include the following (not necessarily in the order below):

- The specification of requirements;



- The scope and terms of the contract to be awarded;
- There are a number of Tariff Packages available from the Suppliers. Not all these packages will suit your needs due to differences in size, location and usage patterns. With this in mind, it is imperative that you perform a detailed analysis to gain a thorough understanding of your voice / telecommunications usage and spend in order to assist you in making the correct decision as to which Supplier and Tariff Package plan to select.
- The deadline (date and time) for the receipt of SRFT responses. You should give an appropriate amount of time to allow the Framework Members adequate time to submit responses;
- The types and levels of insurance required for the contract;
- Any remedies that apply. For example:
 - Liquidated Damages (Section 20 of SRFT)
 - Limitation of Liability (Section 21 of the SRFT)
 - Retention for Cause (Section 22 of SRFT)
- Evaluation Criteria

Evaluation Criteria

You need to set out your Award Criteria. Consider how important each of the Award Criteria are and assign a weighting to each bearing in mind that the sum of these weightings must add up to 100% (or 1000 marks – see ‘Mini-Competition Award Criteria/ range of Scores Available’ in tables below).

Table Ref:	Cost Award Criteria	Weighting (Range)
	Sub Criteria	
Cost (300 – 1000 marks)		
The pricing submission is to be completed in the attached Excel Workbook (Appendix 2)		
	Data only SIMs	0 - 1000
	Voice and Text SIMs	0 - 1000
	Voice, Text and Data SIM (no Handset)	0 -1000



	Voice, Text and Data including handset Package	0 - 1000
	International Calls	0 - 1000
	Roaming Calls	0 - 1000
	Roaming Data	0 - 1000
	Mobile Handset	0 - 1000
	Data Device	0 - 1000
	Associated Phone Products	0 - 1000
	MDM Product - Compatible with offered Phones	0 - 1000
	Dedicated Help Desk	0 - 1000
	On Site Support	0 - 1000
	Pooled Data	0 - 1000
	TDM to IP Conversion Equipment	0 - 1000

Qualitative Award Criteria (0 – 700 marks)

Service Provision and Management

Award Criteria	Sub Criteria	Weighting Range	Minimum Range
	Configuration Management Requirements	0 - 700	
	Facilities for Ordering, Activating and Deactivating Devices and Services	0 - 700	
	Roaming Policies and Services	0-700	
	Mobile Device Disposal Services	0 - 700	
	Mobile Device Management	0 - 700	
	Warranty Requirements	0 - 700	



	Technical Support Requirements	0 - 700	
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Framework Clients should note that, with the exception of cost (which is mandatory) Framework Clients may activate one or more of the Award Criteria and sub criteria set out above and assign marks only within the ranges shown and as appropriate to the specific requirements of their Mini-Competition.

Public Service bodies must set out the sub-criteria relevant to the high level Award Criteria listed. You can select one or more, none or all of the sub-criteria listed above. You may also include any other sub-criteria that you consider relevant to each high level Award Criterion.

Cost may be assigned as the sole Award Criterion or in conjunction with any combination of the remaining Award Criteria as appropriate to the Mini-Competition. The maximum score will be 1000 regardless of the Award Criteria used.

If any Award Criteria are not used the score for that Criterion must be shown as zero (0).

How can I manage my contract?

There are number of contractual elements within the Framework which allow clients to ensure they are receiving an appropriate level of service

Lot 1 (Mobile Voice and Data)

Support

Feature	Support
User Support	8 am – 8 pm (Mon-Fri)
Incident Acknowledgement	< 1 Hour
Telephone Support	< 2 Hours
Repair Time	Next Day



Remedies

Contracts with an annual value of less than €25,000

Three remedies have been populated with the relevant details in the signed Framework Agreement that covers the drawdown. These are:

Contractor's Limitation on Liability

Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(G) (for which no limit applies) or in respect of any breach by the Contractor of its obligations under clause 7, the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 110 per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

Retention for Cause

If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

("the Retention Amount") which Retention Amount shall not at any given time exceed 3 per cent of the Charges. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

Liquidated Damages Claim

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct Two (2) per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of ten (10) per cent of the Charges (or invoice or order) price for the relevant Services (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and

without prejudice to sub-clause



the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

Contracts with an annual value of more than €25,000

Three (3) of the remedies are replicated in the SRFT and must be reviewed by Framework Clients to decide the levels / percentages and values to be inserted into these clauses. The OGP advises Framework Clients to review the risks associated and engage professional advice on same if required to determine the values to be set for your contract.

Lot 2 (Bulk Text Services)

Feature	Support
User Support	8 am – 8 pm (Mon-Fri)
Incident Acknowledgement	< 1 Hour
Telephone Support	< 2 hours
Repair Time	Next Day

Frequently Asked Questions

Question 1:

Do I place orders with the OGP?

No. Once you have submitted the Notification to Activate Goods and Services form (NAGSF) to Eir then you can place orders directly with them.

Question 2:

What is a Mini-Competition?

A mini-competition is a tender process conducted amongst the Framework Members who have been awarded a place on the Framework. A mini-competition is initiated through the issue of a Supplementary Request for Tender (SRFT) to these Framework Members. The OGP will facilitate such competitions by:



- providing template documentation;
- assisting with the process of drafting the SRFT; and
- communicating with Framework Members on your behalf (including issuing SRFTs, requests for clarification, issue of notifications).

Question 3:

Do I need to run a Mini-Competition in order to establish a contract under this Framework Agreement Lot 1, where my annual spend on Mobile Voice & Data Service is greater than €25,000 per year?

Yes. If you wish to place a contract under the framework you will need to undertake a Mini-Competition which the suppliers appointed to the framework will tender for.

Question 4:

Do I need to run a Mini-Competition in order to establish a contract under this Framework Agreement for Lot 1, where my annual spend on Mobile Voice & Data Service is less than or equal than €25,000 per year?

No. As and when you have requirements for the Goods and Services with an annual value of less than €25,000, you can drawdown the Goods and Services by serving a formal written notification (“Notification to Activate Goods and Services Form” or “NAGSF”), on the Framework Suppler who has been awarded the contract for this business by OGP.

For the period 4th December 2018 to 3rd December 2019 this Framework Member is Eir. OGP will select the Framework Supplier for the under €25k annual contract value business each year.

Question 5:

Do I need to run a Mini-Competition in order to establish a contract under this Framework Agreement for Lot 2 – Bulk SMS Services?

No. As and when you have requirements for Bulk SMS Services, you can drawdown the Goods and Services by serving a formal written notification (“Notification to Activate Services Form” or “NASF”) on the Framework Suppler who has been awarded the contract for this business by OGP.

For the period 4th December 2018 to 3rd December 2019 this Framework Member is Vodafone. Each year OGP will select the Framework Supplier for this annual contract business.



Question 6:

In a Mini-Competition how much can we adjust the Award Criteria to suit our individual needs?

We have built flexibility into the Mini-Competition criteria so that you can adjust the criteria (within the ranges set out in this user guide) to be the most appropriate fit for you. This could include further defining the sub-criteria, and adjusting weightings. You must declare all your evaluation criteria in the SRFT.

Question 7:

Can I request a specific brand to be responded to only at the Mini-Competition stage?

No – Specifications must be generic.

Question 8:

Do I have to tender at Mini-Competition stage for devices and services?

Framework Clients may run SRFT's for either:

- Devices and services;
- Device only;
- Services only.

Question 9:

What are the remedies and what do I need to do?

The remedies are contained in Appendices 7 & 7A, Schedule A: Terms & Conditions, Section 5, of the published framework RFT.

Three (3) of the remedies are replicated in the SRFT and must be reviewed by Framework Clients to decide the levels / percentages and values to be inserted into these clauses. The OGP advises Framework Clients to review the risks associated and engage professional advice on same if required to determine the values to be set for your contract.

NB: This is not a requirement where the drawdown option is being used, as the three remedies have been populated with the relevant details in the signed Appendix 7A, that covers the drawdown.

Remedy 1 – Liquidated Damages



Schedule A: Remedies H

Without prejudice to any general right to damages under this Agreement where the Contractor does not deliver the ordered amount within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [number] per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [number] per cent of the Charges (or invoice or order) price for the relevant Goods (the “Liquidated Damages Threshold”).

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and;
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor

Remedy 2 – Limitation of Liability

Schedule A: Remedies E

Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Contractor’s aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (Per cent will be detailed at SRFT stage) (whichever is higher) under this Agreement] regardless of the number of claims.

Remedy 3 – Retention for Cause

Schedule A: Remedies F

If for any reason the Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due (“the Retention Amount”) which Retention Amount shall not at any given time exceed (Percent will be detailed at SRFT stage). In such event the Client shall identify the particular Goods and Services with which it is dissatisfied together with the reasons for such dissatisfaction; payment of the Retention Amount will be made upon replacement and/or remedy of the said Goods and Services as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this SC 3 shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement

Question 10:



Do we have to inform Framework Members of insurance requirements? And if we do how do we decide on the types and levels required?

Yes you must inform Framework Members of your insurance requirements.

Framework Clients must assess the risks associated with the goods and / or services they are procuring under the SRFT and consult with their own insurance advisors or the States Claims Agency as appropriate.

Question 11:

If a Public Service Body (PSB) is changing Service Provider what is the process involved?

The process involved is as outlined for each of the Service Providers in Appendices of this User Guide. The process is the same for both drawdown and mini competitions.

Contact Us

If you have any questions about this Framework Agreement or would like to know more, please contact us at the following:



support@ogp.gov.ie



076 100 80 00



Office of Government Procurement
3A Mayor Street Upper
Dublin 1
D01 PF72



Appendix 1, Eir Porting Process - Mobile

Overview

The following provides public service bodies (PSB) the necessary information required to enable on-boarding of a new mobile contract with Eir Business. The process is broken into the following steps:

Mobile Transition Activity Plan: outline of the steps required when activating a new mobile contract.

Mobile Post Transition Activity Plan: following porting activity, there is a follow up meeting to review agency on-boarding experience and to address any open queries.

Mobile Transition Activity Plan

Eir Business strives to ensure each user transitions to our network as seamlessly as possible. To facilitate this, each and every customer that joins our network has their transition fully managed end to end. This approach to network migration ensures minimal disruption to business and a successful project outcome.

The process is managed by our highly experienced transition team and is broken into the following stages as illustrated in the below figure:





Planning

Planning is a key part of the process and is focused on building an accurate manifest of users prior to commencement of porting. eir Business will work closely with The Public Service Body from initiation right through to successful implementation.

Information Gathering and Validation

We collect information on your existing mobile estate and end users. Typical information gathered includes mobile numbers, names, locations, device type, restrictions and profiles. eir Business will take this raw data and build a database of your estate. This can also be taken as an opportunity to review and clean up any out of date information.

Once complete, the Public Service Body will have an accurate and refreshed record of all users.

Scheduling Porting Times

Once all users and their locations have been identified, devices are ordered and we can agree porting dates for PSB staff. The schedule will largely depend on the number of locations and amount of users at each location. While our preference is for face-to-face migration, in some circumstances equipment can be couriered direct to end users, along with a welcome pack, instructions and a contact number for assistance.

Communications

Once the schedule has been agreed, your eir Business Account Team will work with you to draft a communication to PSB agency staff. This can be tailored to your organisations requirements and normally takes the form of two emails and a welcome pack. The first email is a general update to staff, letting them know about the upcoming changeover. A second email is then sent to each individual; this has more specific information on where to collect new equipment, when to arrive, what to bring, how the process will be implemented and who to contact if there are any issues.

Offsite Staging

Pre-configuration of devices will be completed off-site, ensuring a rapid and seamless experience for end users. Our pre-configuration services include handset customisation and MDM enrolment (where applicable). Our commissioning team will work with the PSB Customer to ensure all required applications such as email and MDM and all device configurations are documented and, a standard pre-loading procedure is developed, to ensure a consistent service when on-site. Off-site staging tasks include but are not limited to:

- Packaging new SIM cards and/or accessories with devices.
- MDM client installation and configuration.
- Enterprise email configuration.
- PIN configuration.
- App configuration.
- Device settings configuration.



The goal of the off-site staging will be to have each device configured for the agency to a point where the end-user simply has to enter their network credentials to complete the handset setup.

On-Site Transition Team

Our Transition Team will arrive to site with the handsets and SIM cards for each user. As end-users arrive and are provided with new SIM cards and devices, the Transition Team will submit their number for porting.

The Transition Team will provide data transfer services (contacts, photos etc.), where a user receives a new phone and, can assist the end-user with initial setup and general queries related to their new device. If end-users opt to keep their existing device, the eir Business Transition Team will unlock these devices. If MDM is required, our transition team ensure MDM is activated for each end-user.

Additionally while on-site our transition team will advise end-users on how to complete the porting process, once their existing number is fully ported to eir's network. Note: Their existing SIM will continue to work until porting has occurred.

Welcome SMS

Once ported to eir a welcome SMS message is forwarded to all end-users confirming relevant customer service contacts

Welcome Pack

Each user will additionally receive a welcome pack as part of the transition. This pack includes important information, phone quick-start guide, contact details for assistance and any other general information you would like to include.

Mobile Post Transition Activity Plan

Once all end-users of the PSB Customer have ported successfully to eir the following steps are actioned by the transition team to complete the transition to eir.

A follow up call will be made 5 days after porting, to each end-user, to confirm subscriber satisfaction. If there are any problems highlighted, they will be addressed at this time.

First Invoice Review & Bill Optimiser Training (On-site or via WebEx)

One of our Mobile Specialists will review the first invoice with the PSB Customer to ensure all aspects of the account are setup to your satisfaction. This provides an opportunity to better understand your bill presentation.

Our Mobile Specialise will also provide training on our Bill Optimiser portal, so PSB Customers can view their mobile usage on-line and generate any required reports

Handover to Care



Post successful completion of first bill review with the PSB Customer, the eir Transition Team will handover Service Management to our in-life care team, based in Citywest. This typically happens 3-4 weeks after porting has completed.

Eir Contact Information	Phone	Email
Government Sales Desk	1800 200 500	governmentmobile@eir.ie
Government Mobile Service Centre	1921	eirmobileforbusiness@eir.ie
Government Mobile Service Centre After Hours	1800 255 255	Please Call out of hours 1800 255 255
Ken McGrath - Head of Government Sales	085 8567585	ken.mcgrath@eir.ie
Eamon Howe - Program Manager	085 7117710	eamon.howe@eir.ie



Appendix 2, Three Porting Process - Mobile Voice and Data

For “on-boarding” a new account to Three we would do the following:

- Agree account manager for the new account
- Agree support structure and contacts for the account
- Agree appropriate tariffs for the account from the response submitted
- Agree hardware/ devices required for the account
- Request unlock codes from current provider if required
- Agree authorised contacts
- Agree if a CPN/ Quintum transition is required
- Consider APN requirements
- If MDM is required agree the number of licenses required and the build time

Service Transition/ Porting - we will leverage the experience and track records of our certified and accredited project and transition teams to seamlessly migrate your mobile service to Three.

- **Three will** provide an experienced and accredited Prince II / PMP Project Manager who will have overall responsibility for a successful and seamless migration.
- **Three will** conduct a number of transition workshops to scope user requirements, hardware approach, billing, reporting, etc.
- **Three will** deliver onsite user-specific porting clinics with a number of porting technicians split across all of your locations.
- **Three will** provide an in-building solution if mobile coverage is a challenge due to building materials or distance from the nearest cell.
- **Three will** utilize our investment in Apple DEP and Samsung Knox for a seamless device rollout, where required
- **Three will** look after MDM configuration on handsets.
- **Three will** ensure all users receive agency-specific information and a migration pack to ensure a seamless end user experience.



Appendix 3, Vodafone Porting Process – Bulk Text Services

Please see below a guide for “on boarding” a new account to Vodafone for Lot 2 (Bulk Text Services):

- You can request from your account manager a Bulk SMS account. They will arrange with you a call to discuss your needs.
- After this they will provide you with:
 - a link to Vodafone’s bulk SMS portal: <http://bulktext.vodafone.ie/>
 - an order form
- You should follow the URL link to create your account online. Here you will click ‘Create Account’ and set up your preferred email and password combo. The account creation is instant. Once created you will receive a welcome email and an attached User Guide.
- This account creation will also give you access to 25 free credits. To purchase more credits, complete the order form provided giving the email address you registered with and how many credits you wish to purchase. Once completed send back to your account manager.
- All credits will be added to the bill of a mobile number agreed between you and the account manager.
- Support for bulk text is managed by a dedicated team, you can email them for support at: bulktext.ie@vodafone.com

Appendix 4, Vodafone Porting Process – Mobile

What is Porting?



What is porting?



Porting is the term used to describe the transfer of your mobile phone number from one carrier network to another, i.e.. from your current provider to Vodafone.

Vodafone will notify your current provider that you are moving to the Vodafone network. This process takes up to 24 hours, depending on the network you are coming from. During this time you will stay connected to your existing provider.

You will receive an SMS (text message) advising you of the approximate time of your port 24 hours in advance. You will also be briefed verbally and receive a booklet at the onsite days outlining the process. You will need to have your new Vodafone SIM with you when the port is taking place. You will also be required to be in the Republic of Ireland on the transition date. Users travelling will be ported at a later date.

Your Questions Answered



Will I be able to keep my existing number?

Yes, you will keep your existing mobile number.



What about all the information on my phone?

If you are retaining your existing handset, all your information such as contacts, text messages, email and media will be retained on your existing device.



However, if you are getting a new phone, please ensure you back up your personal content and media.



Supporting you through the porting process

Vodafone have a dedicated support team in place during the transition period. This team will be available 9am – 5pm Monday to Friday.

In the unlikely event that you encounter any problems with the porting of your number to Vodafone, please contact the Vodafone Transition Team on +353 (0)1 2037698 who will work with you to resolve any issues.



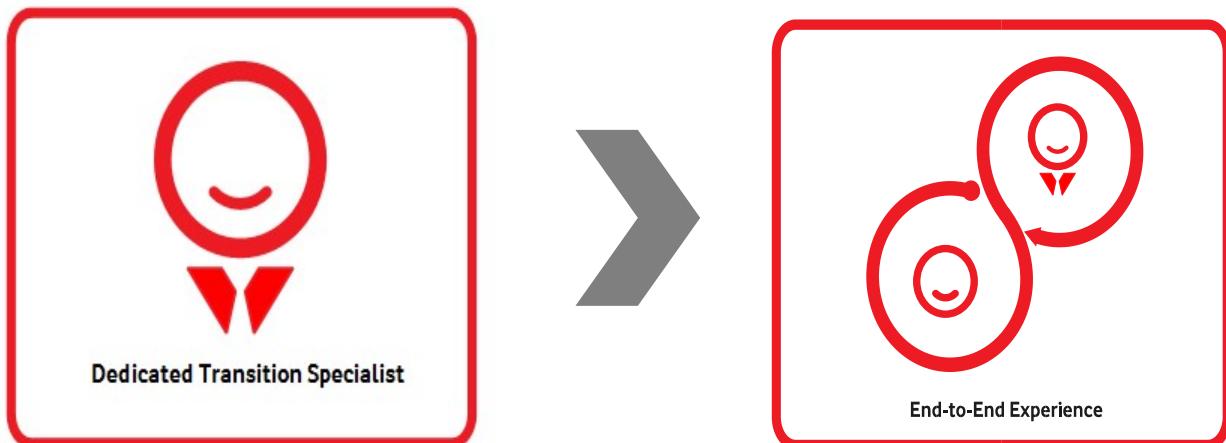
What do I need to do on the day of the transfer?

Make sure that you have your new Vodafone SIM with you.

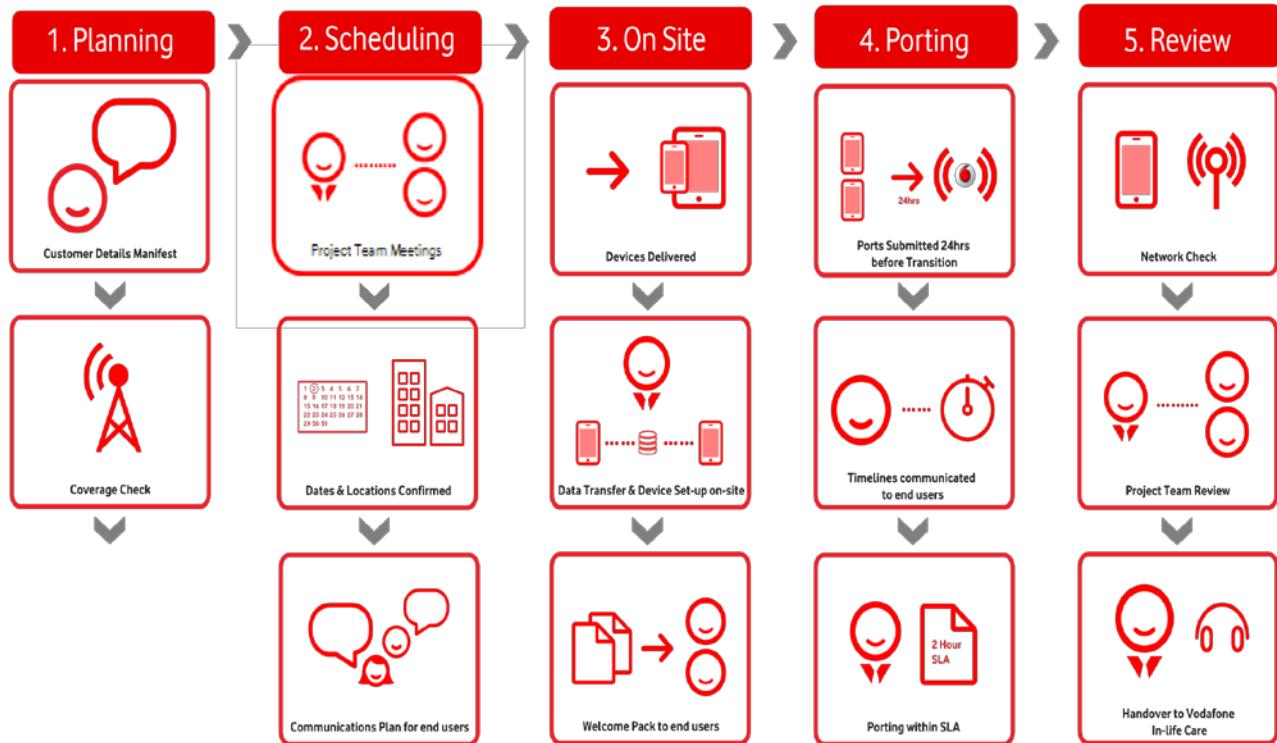
Make a note of any existing voicemail messages as these will not be transferred to Vodafone.

N.B. Porting cannot take place if you are travelling abroad so please notify the Vodafone Transition Team on +353 (0)1 2037698 if you will be out of the country and we will reschedule your port.

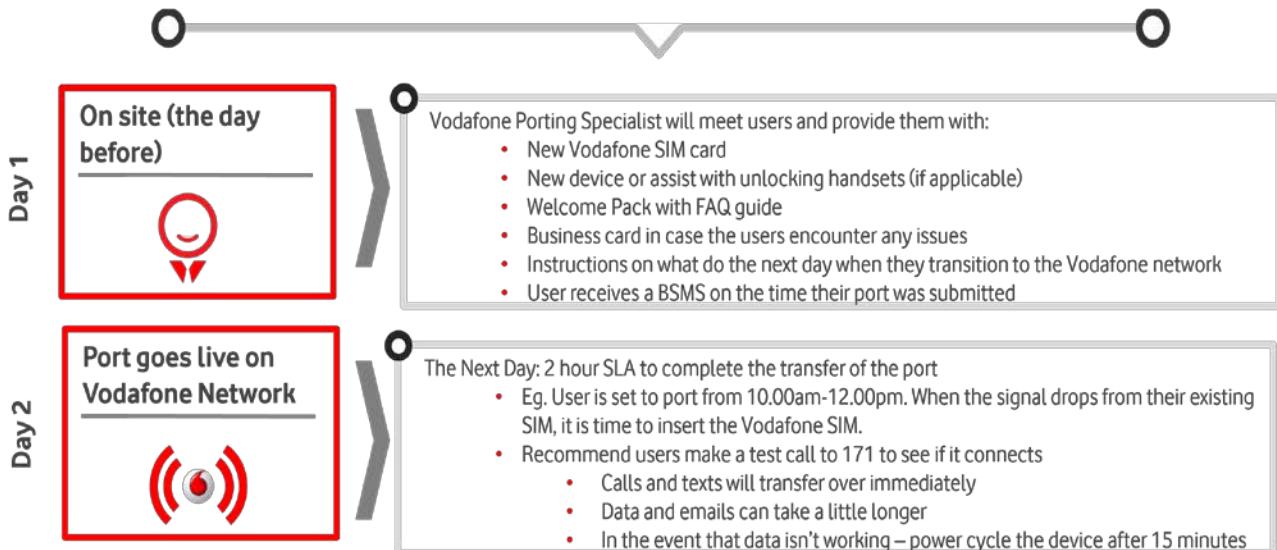
Moving to Vodafone



Vodafone Porting Process



Key Milestones and Updates



We will provide regular updates following scheduled porting days so progress is clearly outlined.

Support Documentation and Communications



Support Documentation & Comms

