

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

CALL-OFF REFERENCE:	British Cattle Movement Service (BCMS) Self Service Line (SSL
THE BUYER:	The Department for Environment, Food and Rural Affairs on behalf of the Rural Payments Agency
BUYER ADDRESS	Nobel House, 17 Smith Square, London, SW1P 3JR
SUPPLIER REFERENCE	RM6116-Lot 4b-Maintel-0097225
THE SUPPLIER:	Maintel Europe Limited
SUPPLIER ADDRESS:	160 Blackfriars Road, London SE1 8EZ
REGISTRATION NUMBER:	2665837
DUNS NUMBER:	770275246
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/04/2024 It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services

CALL-OFF LOT(S):
Lot 4b: Digital Communication Services

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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) RM6116
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - 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)
 - Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
 - [[Call-Off Schedule 9 (Security Part A Only)
 - Call-Off Schedule 11 (Installation Works)]
 - [Call-Off Schedule 14 (Service Levels)]
 - [Call-Off Schedule 20 (Call-Off Specification)]
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6116

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: 01/04/2024

CALL-OFF EXPIRY DATE: 31/03/2025

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD Two (2) periods of twelve (12) months

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MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Not applicable

CATALOGUE SERVICE OFFER REFERENCE

RM6116-Lot 4b-Maintel-0097225

CALL-OFF DELIVERABLES VIA DIRECT AWARD

_RM6116-Lot%204b-
Maintel-0097225%20



Copy of 0097225
Rural Payments Agen

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 £101,610.00 in the first 12 months of the Contract.

CALL-OFF CHARGES***Agreed charges:***

	Includes	Charge (£) per month
Monthly Management Fee	150,000 transactions pcm	

Additional charges:

	Range	Charge (pence per transaction)
Additional Transactions	Per transaction over the 150,000 allowance per month	

- The monthly management fee (set out above) includes up to 150,000

transactions. Any minutes which exceed 150,000 transactions will be charged

at a rate call.

- The above prices are based on a contract term of six (12) months minimum

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plus an optional two (2), Twelve (12) month extensions. In the event the contract

term does not match the above exactly, the prices may be amended

- The Supplier shall be paid monthly in arrears
- All pricing is exclusive of VAT

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

- [Indexation]
- [Specific Change in Law]

Maintel reserves the right to increase the Call-Off Charges payable on each anniversary of the Call-Off Start Date by the percentage increase in Consumer Price Index (published by the Office of National Statistics) in the preceding 12 month period.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

The Buyer shall make payment, within thirty (30) days of their receipt of invoice. A purchase order shall be received for this Call Off Contract. Where there is no purchase order received from the Buyer; the Supplier shall not commence any Services and shall have no liability for same.

BUYER'S INVOICE ADDRESS:

RPA Procure to Pay

PO BOX 790

Newport

NP10 8FZ

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Manager

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY



defra-sustainable-it
-strategy.pdf

BUYER'S SECURITY POLICY

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Call-Off Schedule 26
- Defra Group Securit

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Government & Education Government & Education Vertical

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Account Director

[REDACTED]

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

Eckoh UK Limited a company incorporated in England and Wales whose registered number is 02796531

COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information is defined in Joint Schedule 4 (Commercially Sensitive Information).

The information contained within this document, or subsequently provided, whether verbally or in documentary form, is confidential to the Supplier and is provided to the Buyer only. It shall not be published, disclosed or reproduced wholly or in part to any other party without our prior written consent. The Supplier should be notified of all requests for disclosure of Supplier supplied information under the Freedom of Information Act.

SERVICE CREDITS

The Service Levels set out in Call Off Schedule 14 shall not apply to this Call Off Contract. The following service levels, shall apply:

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Error Severity	Initial Response Goal	Target Fix Time	Activity	Resolution Method
Serious (24/7 Support)	1 hours	4 Hours	Continuous effort	patch/ work around
Service Affecting	4 Business Hours	8 Business Hours	Continuous during Business Hours	patch/ work around
Minor	48 Business Hours	3 months	As required	As needed

Definitions

“**Business Hours**” are 0900-1800 GMT, Monday to Friday excluding UK Public Holidays.

“**Excused Performance Problem**” means any force majeure event and/or any act or omission which is beyond the direct control of the Subcontractor (Eckoh).

“**Minor**” means faults always affect less than 1% of calls or affect more calls but do not cause the absence of any significant function of the service – that is, affected calls can still progress to obtain the relevant information in the normal way.

“**Serious**” means faults affect over 10% of calls at any time and cause the absence of a significant function of the service. Examples include, without limitation, the loss of payment functions, the loss of DTMF functions, the loss of the entire Service.

“**Service Affecting**” means faults affect over 1% of calls at any time and cause the absence of a significant function of the Service as provided in the definition of Serious faults above.

Service Availability

The Subcontractor service availability (as set out in section 5.3 of the Service Offer) shall apply and is set out below for ease of reference:

Service Level Description	Availability Rate
ACCEPTABLE	100% - 99.01%
MARGINAL	99.00% - 97.01%
UNSATISFACTORY	95% or less

The Key Subcontractor ('Eckoh') platform is built from highly resilient components and is spread across two geographically separate Sites each providing resilient solutions for communications and power. The platform provides an availability figure of 99.9% availability 24 hours a day, 7 days a week, 365 days a year (“**Available Hours**”), in terms of its capability to manage calls.

Availability will be measured over a rolling three (3) month period.

Availability for the relevant three (3) month period will be calculated using the following formula: % Availability = $(1 - (a / b)) \times 100$ where:

a = total hours the platform was unavailable during the Available Hours in the relevant three (3) months (excluding the time in respect of scheduled maintenance and time relating to an Excused Performance Problem)

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b = number of Available Hours during the relevant three months.

The Supplier and Subcontractor will not be responsible for any unavailability to the extent that such is attributable to:

- An act or omission by a third party;
- The Buyer's failure to perform any of its responsibilities set out in this Call Off Contract; or acts, errors, omissions, or breaches of this Call Off Contract;
- Infringement of third party IP rights by the Buyer;
- Wilful misconduct or breaches of law by the Buyer or a third party;
- Service or resource reductions requested or approved by the Buyer; or
- Any Excused Performance problem
- The Supplier and/or Subcontract may, on giving the Buyer as much notice as is reasonable, in the circumstances:
- Suspend the Services or change the technical specification of the Services, if deemed necessary to comply with any order, instruction or request of a regulatory body;
- Temporarily suspend the Services because of an emergency or for scheduled maintenance or improvements to the Services or the platform (as set out in the Service Offer);
- Give the Buyer instructions which it believes are necessary for reasons of health, safety or the quality of any hosted Service.
- For the avoidance of doubt, no Service Credits shall be applied to this Call Off Contract.

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	<div>DocuSigned by: </div>
Name:		Name:	
Role:	Chief Growth Officer	Role:	Senior Category Officer
Date:	05/02/2024	Date:	05/03/2024



