

**DPS SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CONTRACT
TERMS**

Crown Commercial Service

**RM3824 Contract Order Form and RM3824 Contract Terms for Goods and/or
Services (non ICT)**

DPS SCHEDULE 4

RM3824 CONTRACT ORDER FORM AND RM3824 CONTRACT TERMS

PART 1 – RM3824 CONTRACT ORDER FORM

SECTION A

This Contract Order Form is issued in accordance with the provisions of the Dynamic Purchasing System (DPS) Agreement for the provision of **Gas - Automated Reading Services** dated **10/03/2021**.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms.

Order Number	Gas AMR CCR SR502670973
From	Her Majesty's Revenue and Customs (HMRC) (Customer)
To	Energy Assets Ltd (Supplier)

SECTION B

CONTRACT PERIOD

1.1.	Commencement Date: 19/03/2021
1.2.	Expiry Date: End date of Initial Period 18/03/2025 End date of Extension Period (if optioned) 18/03/2026 Minimum written notice to Supplier in respect of extension: 3 months.

GOODS AND/OR SERVICES

2.1	Goods and/or Services required: A brief description of Good and Services required can be found in Contract Schedule 2 Annexes 1 and 2.
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IMPLEMENTATION PLAN

3.1.	Implementation Plan:
	In Contract Schedule 4 (Implementation Plan) The supplier shall provide a draft Implementation Plan for Approval within 30 Working Days from the Contract Commencement Date.

CONTRACT PERFORMANCE

4.1.	Standards: RM3824 HELGA DPS Gas Automated Meter Reading – Specification <ul style="list-style-type: none">• 11.04.01 and 11.04.02 Mandatory Requirements – Regulatory Compliance ISO90001 ISO140001 GDPR compliance Cyber Essentials Attachment 7 – Insurance Requirements Revenue and Tax Compliance Compliant with HMRC Data Standards set out in the Service Order Form Compliant with HMRC Security Standards including Vetting, Data Storage requirements and off-shoring set out in the Service Order form Compliant with WCAG2.1AA data standards including Accessibility Technologies
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4.2 Service Levels:

In Annex 1 of Part A of Contract Schedule
(Service Levels, Service Credits and
Performance Monitoring)

Service Credit Cap (Contract Schedule 1 (Definitions)):

Not applied

Customer periodic reviews of Service Levels:

As per Clause 13.7.1 of the Contract Terms

For the purpose of clause 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed should not exceed 2 in any 12-month period.

4.3 Critical Service Level Failure:

A Critical Service Level Failure shall include any Critical KPIs as specified by the Customer in excess of more than three (3) times in any consecutive period **OR** any four (4) individual Critical KPIs failures in any six (6) month period.

Failure to meet Milestones in accordance with the Implementation plan will be considered a Critical Service Level Failure.

4.4	<p>Performance Monitoring:</p> <p>In Part B of Contract Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Contract Terms</p>

PERSONNEL

5.1	<p>Key Personnel:</p> <p>Supplier: Managing Director Account Manager Operational Manager</p> <p>Buyer (Customer): Estates Director Estates Deputy Director National Utilities Manager</p>
5.2	<p>Relevant Convictions (Clause 27.2 of the Contract Terms):</p>

PAYMENT

6.1	<p>Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)</p>

6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>████████████████████</p> <p>██</p> <p>██████████</p> <p>████████</p> <p>████████</p> <p>██</p>
6.5	<p>Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>4 Contract Years from the Contract Commencement Date plus any subsequent extension period.</p>
6.6	<p>Supplier periodic assessment of Contract Charges (paragraph 9.2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>The anniversary of each Contract Year during the Contract Period</p>
6.7	<p>Supplier request for increase in the Contract Charges (paragraph 10 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Contract Charges: The sum of [REDACTED]
7.2	Suppliers limitation of Liability (Clause 36.2.1 of the Contract Terms); In Clause 36.2.1 of the Contract Terms
7.3	Insurance (Clause 37.3 of the Contract Terms): And in alignment with Attachment 7 – Insurance Requirements

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Contract Terms): In Clause 41.2.1(c) of the Contract Terms
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8.2	<p>Termination without cause notice period (Clause 41.7.1 of the Contract Terms):</p> <p>In Clause 41.7.1 of the Contract Terms</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 42.1.1 of the Contract Terms</p>
8.4	<p>Exit Management:</p> <p>In Contract Schedule 9 (Exit Management)</p>

SUPPLIER INFORMATION

9.1	<p>Suppliers inspection of Sites, Customer Property and Customer Assets:</p> <p>Complete review of the current Gas meters & provision by undertaking site inspections as necessary.</p> <p>On completion issue report to Buyer to inform of relevant matters such as (but not limited to) quality, programme, risks, health & safety, disruption to staff in occupied areas and information requirements.</p>
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9.2	Commercially Sensitive Information: In accordance with Clause 32 and 34
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OTHER CONTRACT REQUIREMENTS

10.1	Recitals (in preamble to the Contract Terms): Recitals B to E
10.2	Contract Guarantee (Clause 4 of the Contract Terms): Not required

10.3	Security: Short form security requirements AND Security Policy
10.4	ICT Policy: Supplier shall be compliant with WCAG2.1AA standards
10.5	Testing: Not applied

<p>10.6</p>	<p>Business Continuity & Disaster Recovery:</p> <p>In Contract Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Contract Schedule 1 (Definitions) the “Disaster Period” shall be</p> <p>10 working days</p>
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<p>10.7</p>	<p>Failure of Supplier Equipment</p> <p>(Clause 32.8 of the Contract Terms:</p> <p>For the purpose of that Clause the value for X shall be [10] and the value for Y shall be 12 months.</p>
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<p>10.8</p>	<p>Protection of Customer Data (Clause 34.2.3 of the Contract Terms):</p> <p>CSV file</p>
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<p>10.9</p>	<p>Notices (Clause 55.6 of the Contract Terms):</p> <p>Customer’s postal address and email address:</p> <p>████████████████████</p> <p>██████████</p> <p>██████████████</p> <p>██████████████████</p> <p>██████████</p> <p>██</p> <p>Suppliers postal address and email address:</p> <p>██████████████████</p> <p>██████████████████</p> <p>██████████</p> <p>██████████</p> <p>██</p>
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10.10	Transparency Reports In Contract Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Contract Schedule 14): <input type="checkbox"/> HMRC Mandatory Terms (Schedule 14)
10.12	Contract Tender: In Schedule 15 (Contract Tender)

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS CONTRACT ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Goods and/or Services in accordance with the terms of the Contract Order Form and the Contract Terms.

The Parties hereby acknowledge and agree that they have read the Contract Order Form and the Contract Terms and by signing below agree to be bound by this Contract.

In accordance with paragraph 7 of DPS Schedule 5 (Call for Competition Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Contract Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	██████████
Signature	██████████
Date	██████████

For and on behalf of the Customer:

Name and Title	██████████
Signature	██████████
Date	██████████