

Crown Commercial Service

Call Off Order Form and Call Off Terms for Goods and/or Services (non ICT)

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Utilities Management Software, Metering and Ancillary Services** dated **23 March 2018**.

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

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

Order Number		UMS_0003_2018
From	("CUSTOMER")	Department for Work and Pensions
To	("SUPPLIER")	SMS Energy Services Ltd

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Date Contract is Recognised by the Customer
1.2.	Expiry Date: End date of Initial Period: Five (5) Years from the Commencement Date End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: Three (3) months

2. GOODS AND/OR SERVICES

2.1	Applicable Lot(s) Lot 1 – Half Hourly Electricity Metering Services X	Lot 1 – Half Hourly Electricity Metering Services
2.2	Provision of Goods (Lots 1-7 ONLY) <u>Lot 1</u> Fiscal Metering Hardware Lease X	Lease – minimum five (5) year term at the end of which customer will own the assets
2.3	Service Requirement (Lot 8 ONLY)	Not Applicable

	Software Functionality Requirements: Visualisation Software Bill Validation Tenant Billing Budget Forecasting Carbon and Compliance Reporting Project Tracking Full Service Provision	
2.4	Hosting Requirement (Lot 8 ONLY) Cloud Based Hosting Supplier Server Based Hosting Customer Server Based Hosting	Not Applicable
2.5	Service Requirement (Lot 9 ONLY) Bill Validation Tenant Billing Budget Forecasting Analysis and Reporting Carbon and Compliance Reporting Supplier Liaison Project Tracking (M&V) Full Service Provision	Not Applicable
2.6	Goods and/or Services required:	See Schedule 2
2.7	Portfolio Site Information:	

3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:	Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards:	Not applicable
4.2	Service Levels/Service Credits: Service Credit Cap (Call Off Schedule 1 (Definitions)): Customer periodic reviews of Service Levels (Clause Error! Reference source not found. of the Call Off Terms):	Not applied Not applied Not applied

4.3	Critical Service Level Failure:	Not applied
4.4	Performance Monitoring:	Not applied
4.5	Period for providing Rectification Plan:	In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:	Not applicable
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms):	Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Not Used	
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	
6.5	Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Five (5) Call Off Contract Years from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:	Not applicable – see 6.5 above
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not applicable – see 6.5 above

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	The sum of £26,475 for MOP services. Payments for lease of meters will be made sepererately in accordance with the Lease Agreement in Annex A.
7.2	Supplier's limitation of Liability	In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms):	Employer Liability Insurance £5,000,000 (five million pounds)

8. TERMINATION AND EXIT

8.1	Termination on material Default	In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period	<p>Clause Error! Reference source not found. of the Call Off Terms</p> <p>Note that separate termination provisions will apply under the Supplier Leasing Agreement. See Supplier Leasing Agreement for those termination provisions.</p>
8.3	Undisputed Sums Limit:	The wording " <i>one month's average Call Off Contract Charges</i> " in Clause Error! Reference source not found. shall be amended to " <i>three month's average Call Off Contract Charges</i> "
8.4	Exit Management:	As per Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not applicable
9.2	Commercially Sensitive Information:	Not applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Recital A
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):	Not required
10.3	Security:	See Schedule 7
10.4	ICT Policy:	Not applied

10.5	Testing:	Not applied
10.6	Business Continuity & Disaster Recovery:	Not applied
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms:	Not applied
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms):	See Clause Error! Reference source not found. – <i>excel .xls format</i>
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer's postal address and email address: Supplier's postal address and email address:	Commercial Directorate, Estates, Quarry House, Leeds, LS2 7UA SMS Prennau House, Copse Walk, Cardiff, CF23 8XH
10.10	Transparency Reports	In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):	Not applicable
10.12	Call Off Tender:	Not applicable
10.13	Form of Supplier Leasing Agreement - attached as Annex A to this Order Form	See Annex A to this Order Form.

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"Review Adjustment Date" has the meaning given to it in paragraph **Error! Reference source not found.** of this Call Off Schedule 3.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract; and
- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.

3.2 The Supplier acknowledges and agrees that:

- 3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 1 to Framework Schedule 3 (Framework Prices and Charging Structure); and
- 3.2.2 subject to paragraph **Error! Reference source not found.** of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. COSTS AND EXPENSES

4.1 The Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

- 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

5. NOT USED

6. PAYMENT TERMS/PAYMENT PROFILE

- 6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

7. INVOICING PROCEDURE

- 7.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
- 7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):
- 7.2.1 contains:
- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
 - (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and
- 7.2.2 shows separately:
- (a) any Service Credits due to the Customer; and
 - (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
- 7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

- 7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

ANNEX 1: CALL OFF CONTRACT CHARGES

The payment for this contract will be £26,475.00 (twenty-six thousand four hundred- and seventy-five- pounds sterling) excluding VAT per annum. Lease payments to be made separately when required.

ANNEX 2: PAYMENT TERMS/PROFILE

The contract charges as defined in ANNEX 1: CALL OFF CONTRACT CHARGES will be invoiced quarterly in arrears.