

PART B: Direct award Order Form Template

CALL-OFF REFERENCE:	British Cattle Movement Service (BCMS) Self Service Line (SSL) – P-31347
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	RM3808-Lot 4-Maintel- 0091849b
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 16 March 2023..

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 4: Inbound telephony services

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) RM3808*
3. *The following Schedules in equal order of precedence:*

Joint Schedules for framework reference number RM3808

- *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 RM3808-Lot 4-Maintel- 0091849b*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 6 (ICT Services)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Call-Off Schedule 9 (Security)*
 - *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. 0.4)*
- 5. *Joint Schedule 5 (Corporate Social Responsibility)*

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 1 April 2023

CALL-OFF EXPIRY DATE 30 September 2023

CALL-OFF INITIAL PERIOD 6 months

CALL-OFF OPTIONAL EXTENSION PERIOD Two (2) periods of three (3) months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

N/A

CATALOGUE SERVICE OFFER REFERENCE: RM3808-Lot 4-Maintel- 0091849b

CALL-OFF DELIVERABLES

The following Service Offer shall be applied:



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 **£113,520**

CALL-OFF CHARGES

The Following Call Off Charges shall be applied:

	Includes	Charge (£) per month
Monthly Management Fee	[REDACTED]	[REDACTED]

Additional Charges:

	Range	Charge (pence per transaction)
Additional Transactions	[REDACTED]	[REDACTED]

- The monthly management fee (set out above) includes up to [REDACTED] transactions. Any minutes which exceed [REDACTED] transactions will be charged at a rate of [REDACTED] per call.
- The above prices are based on a contract term of six (6) months minimum plus an optional two (2), three (3) month extensions. In the event the contract term does not match the above exactly, the prices may be amended accordingly.
- The Supplier shall be paid monthly in arrears, with the first payment due by 30th April 2023
- All prices are exclusive of VAT.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

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:

APinvoices-RPA-U@gov.sscl.com

RPA Procure to Pay
PO Box 790
Newport
NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Defra Sustainable IT Strategy:



defra-sustainable-it
-strategy.pdf

Online:

[Greening government: ICT and digital services strategy 2020 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/greening-government-ict-and-digital-services-strategy-2020-to-2025)

[Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/commitments/greening-government-commitments-2021-to-2025)

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

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part C (No Staff Transfer On Start Date)
Part E (Staff Transfer on Exit) will apply to every Contract.

QUALITY PLAN

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

MAINTENANCE OF ICT ENVIRONMENT

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

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY

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

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND 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:

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)

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);

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

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- 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.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OPERATIONAL BOARD

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

KEY STAFF

Not Applicable

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).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendices:


The following Core Terms, Joint and Call-Off Schedules and the information contained within, shall be incorporated and form the Call-Off Contract alongside the Call-Off Order Form.

Core Terms



Core Terms
v.3.0.5.pdf

Joint Schedules

Joint Schedule 1 (Definitions)	Joint Schedule 2 (Variation Form)
RM3808_Joint Schedule 1_Definition	RM3808_Joint Schedule 2_Variation
Joint Schedule 3 (Insurance Requirements)	Joint Schedule 4 (Commercially Sensitive Information)
	280327 Joint Schedule 4 v1.docx
Joint Schedule 6 (Key Subcontractors)	Joint Schedule 10 (Rectification Plan)
RM3808_Joint Schedule 6_Key Subcc	RM3808_Joint Schedule 10_Rectifica
Joint Schedule 11 (Processing Data)	
2330327 Joint Schedule 11 v1.docx	

Call Off Schedules

<i>Call Off Schedule (1) (Transparency Reports)</i>	<i>Call-Off Schedule 2 (Staff Transfer)</i>
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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RM3808_Call-Off Schedule 1_Transpare	RM3808_Call-Off Schedule 2_Staff Tran
<i>Call-Off Schedule (6) ICT Services</i>	Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
RM3808_Call-Off Schedule 6_ICT Servic	230327 Call Off Schedule 8 v1.docx
Call-Off Schedule 9 (Security)	<i>Call-Off Schedule (11) (Installation Work)</i>
RM3808_Call-Off Schedule 9_Security v	RM3808_Call-Off Schedule 11_Installati
Call-Off Schedule 14 (Service Levels)	<i>Call-Off Schedule 20 (Call-Off Specification)</i>
RM3808_Call-Off Schedule 14_Service L	221219 Call Off Schedule 20.docx