**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Water Supply and Sewerage Services to eligible non-household customers in accordance with the Water Act 2014 dated **8th July 2020**

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.

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| Order Number | **TBA** |
| From | **H M Revenue and Customs**  **("CUSTOMER")** |
| To | **Castle Water Limited**  **("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: 1st September 2020 |
|  | **Expiry Date**:  End date of Initial Period 31st August 2022  End date of Extension Period 31st August 2023  Minimum written notice to Supplier in respect of extension: **30 days** |

1. goods and/or Services

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| 2.1. | **Goods and/or Services required**:  As per Call Off Schedule 2 Services |

1. Implementation Plan

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| **3.1.** | **Implementation Plan**:  **Transition from the incumbent Supplier shall be completed by the 1st September 2020**  **Access to the Suppliers’ portal and any relevant information shall be available to the Customer by 1st September 2020. Failure to provide access from this date will be a material default.** |

1. contract performance

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| **4.1.** | **Standards**:  **None in addition to those stipulated at Clause 11 Standard and Quality of Framework RM3790 Terms and Conditions** |
| **4.2** | **Service Levels/Service Credits**:  In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)  **Service Credit Cap** (Call Off Schedule 1 (Definitions)):  Not applied  **Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off 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 the service credit value as specified within Annex 1 to Part A: Service Levels and Service Credits Table |
| **4.3** | **Critical Service Level Failure**:  **Example:** In relation to a loss of service a Critical Service Level Failure shall include a delay in producing **accurate billing** ordered by the Customer in excess of twenty-four (24) hours more than once in any three (3) Month period or more than three (3) times in any rolling twelve (12) Month period. |
| **4.4** | **Performance Monitoring:**  In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 38.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**:  A List of key personnel shall be maintained where requested by the Customer, who shall provide a list of the roles. |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):  The Customer must outline in writing, any applicable Relevant Convictions in advance of them needing to be applied. |

1. PAYMENT

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| **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)  As Per the Suppliers response at eAuction dated 29th April 2020 |
| **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** | **Reimbursable Expenses**:  Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):   |  | | --- | | **Castle Water Limited** | | XXXXXXXXXXXXXXXXXXXXXXX | |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  **Maximum of 2 years** Call OffContract Years from the Call Off Commencement Date |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  1st June of each Call Off Contract Year during the Call off Contract Period |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £595,500.63  **As per the Suppliers Response at eAuction dated 29th April 2020** |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  In Clause 36.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):  **None in addition to those outlined in Clause 31 (Insurance) of the Framework Agreement** |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)):  In Clause 41.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1 of the Call Off Terms):  In Clause 41.7.1 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 42.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management) |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Access to the Customers property and Customer assets are subject to Approval from the Customer. Approval shall outline any necessary security arrangements needed to attend any Customer Premises. |
| **9.2** | **Commercially Sensitive Information**:  **As per the Suppliers response dated (ENTER DATE)** |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: **29th April 2020**  **[**Recital D - date of receipt of Call Off Tender:  **13th August 2020** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements – Schedule 7 Paragraphs 1-5 |
| **10.4** | **ICT Policy:**  Not applied |
| **10.5** | **Testing**:  Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery**)**  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be **Customer to determine** |
| 10.7 | Failure of Supplier Equipment (Clause 32.8 of the call off Terms:  For the purpose of that Clause the value for 2 shall be and the value for Y shall be 12 months |
| **10.8** | **Protection of Customer Data** (Clause 34.2.3 of the Call Off Terms): |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address:  FAO: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXX  Supplier’s postal address and email address:   |  | | --- | | **Castle Water Limited** | | XXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXX | |
| **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):** |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender)  Suppliers Response |

**FORMATION OF CALL OFF CONTRACT**

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

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

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

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| **For and on behalf of the Supplier:** | |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |