

**PART 1 – PS18260 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 PS18260 – Department for Business, Energy and Industrial Strategy – Emergency Consumer Advice Line dated 12<sup>th</sup> March 2019.

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	PS18260
From	Department for Business, Energy and Industrial Strategy (BEIS) ("CUSTOMER")
To	Sitel UK Limited, Earlsdon Park, 53 – 55 Butts Road, Coventry, CV1 3BH ("SUPPLIER")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 01/04/2019
1.2.	Expiry Date:  End date of Initial Period 31/03/2020  End date of Extension Period N/A  Minimum written notice to Supplier in respect of extension: N/A

**2. GOODS AND/OR SERVICES**

2.1	<b>Goods and/or Services required:</b>  The Office for Product Safety and Standards was created in January 2018 by the Department for Business, Energy and Industrial Strategy, to enhance protections for consumers and the environment, and drive increased productivity, growth and business confidence.  Safety and Standards is responsible for building national capacity for product safety and for the development of products that support small business growth and implement the Industrial Strategy vision of simplifying regulation.
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Safety and Standards work at the front line with businesses, local and national regulators and consumers to improve regulatory protections and support compliant businesses.

### **Alms**

The purpose of this tender exercise is to ensure that in the event of a non-routine product safety incident or other periods of increased demand, the Office for Product Safety and Standards is able to quickly scale up its emergency call handling operations to process commensurate levels of consumer enquiries, providing accurate advice and reassurance to consumers.

### **Objectives**

- To provide the Office for Product Safety and Standards with a well-managed and efficient call centre service to support its existing helpdesk in the event of a non-routine product safety incident or period of increased demand in another of its regulatory workstreams.
- To receive and log telephone calls from consumers, providing accurate advice and reassurance to protect the public and maintain confidence in the regulatory system.
- To work in conjunction with the business to ensure staff are effectively briefed on new updates, Q&As and effectively deal with issues relating to performance or incorrect information.

### **Background**

Safety and Standards' existing helpdesk is its main public-facing element. This team of approx. fifteen staff receives enquiries relating to product safety, but also in relation to a number of other workstreams representing Safety and Standards' areas of regulatory responsibility.

Correspondence ranges from enquiries about legislation and policy, to reports of alleged unsafe products. These may originate from several sources, including consumers, local authorities, and business.

The helpdesk has sufficient capacity to process business-as-usual levels of enquiries. In the event of a significant incident or large-scale product recall however, there is likely to be increased consumer awareness of associated risks. In those circumstances it is anticipated that volumes of calls from affected consumers or businesses (eg. Consumer who believe they have, or may have, products affected by a recall), will significantly increase, possibly beyond the capacity of the helpdesk.

The call centre team will be expected to understand Q&As relating to any incident and they should also have an understanding of the role of Safety and Standards, Trading Standards and other relevant operational partners in relation to product safety. The team will be provided with briefing materials.

They will be required to deal with any call queries accurately and to conclusion. We would expect all calls to be monitored and recorded from a performance perspective and regularly checked by managers for quality assurance, including accuracy and dealing with the call to conclusion.

### **Scope**

**Included**

- The service provider will provide their own premises at which the call handlers will be based
- The service provider will supply all of their own hardware (telephones, IT)
- Service provider will provide management and QA of calls.
- The service provider will provide a SPOC and liaison point for issues for resolution.

**Excluded**

- Any specialist technical knowledge of product safety or other regulations on the part of the call handlers – they will be fully briefed and skilled on the nature of the advice to be given as an incident arises
- The service provider's call handlers working from the same Birmingham location as Safety and Standards existing helpdesk – it is expected that they will remain based at the service provider's usual premises

**Requirement**

This emergency consumer advice line is only required in the event of a non-routine incident (such as a large-scale product recall) or period of significantly increased demand which exceeds the capacity of Safety and Standards existing helpdesk. As the timing and scale of such incidents cannot be accurately forecast, the arrangement being sought is one where for an agreed flat rate, the service provider maintains the capacity to establish a helpline and quickly scale up as required.

In the event the helpline is activated, the service provider will charge additional costs based on the scale of the service and pre-agreed cost-recovery rates.

The requirements for scaling up the service are:

- 24 hours from notification by Safety and Standards to scale up to two call handlers
- 48 hours from notification by Safety and Standards to scale up to five call handlers
- Two weeks from notification by Safety and Standards to scale up to 30 call handlers

These call handlers will be ring-fenced to the service supporting Safety and Standards..

In the event of an incident requiring the scaling up of the service, Safety and Standards will work with the service provider to ensure that all their call handlers are fully briefed and provide advice in line with any key campaign messages.

The details of calls received should be logged, with the following data being captured as a minimum:

- Location of caller
- Product type
- Product manufacturer

	<ul style="list-style-type: none"> <li>• Any reported issues with product</li> <li>• Outcome of call/advice given</li> </ul> <p>Safety and Standards will be provided with daily reports summarising this data, with the raw data to be shared on request.</p> <p>Specific service level agreements (SLAs) may be put in place when an incident occurs that requires scaling up of the service. Any such SLAs will be agreed between Safety and Standards and the service provider.</p> <p><b>Timetable</b></p> <p>The requirements for scaling up the service are detailed above.</p> <p>Further milestones may be agreed as part of an Incident-specific service level agreement.</p>
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### 3. IMPLEMENTATION PLAN

<b>3.1.</b>	<p><b>Implementation Plan:</b></p> <p>Not applied</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>see Clause 11 (Standards)</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p> <p><b>Service Credit Cap (Call Off Schedule 1 (Definitions)):</b></p> <p>Not applied</p> <p><b>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>

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

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> REDACTED – Sitel REDACTED – BEIS REDACTED - BEIS
<b>5.2</b>	<b>Relevant Convictions (Clause 27.2 of the Call Off Terms):</b> N/A

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges (Including any applicable discount(s), but excluding VAT):</b> The total value of this contract shall not exceed £99,950.00 excluding VAT
<b>6.2</b>	<b>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</b> Payment of the system set up will be made upon completion via BACs and following receipt of invoice. Payment of the standing Monthly charge for the facility of the Emergency Consumer Advice line will be made monthly in arrears via BACs and following receipt of Invoice. All charges are in line with AW5.2 Price Schedule (See Appendix 1)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</b> Department for Business, Energy and Industrial Strategy (BEIS) c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF Email: finance@services.ukpbs.co.uk
<b>6.5</b>	<b>Call Off Contract Charges fixed for 12 months</b> paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> N/A
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</b> Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> REDACTED
<b>7.2</b>	<b>Supplier's limitation of liability (Clause 36.2.1 of the Call Off Terms);</b> In Clause 36.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> Clause 37.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default (Clause 41.2.1(c) of the Call Off Terms):</b> Clause 41.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period (Clause 41.7.1 of the Call Off Terms):</b> In Clause 41.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 42.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

**9. SUPPLIER INFORMATION**

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

**10. OTHER CALL OFF REQUIREMENTS**

<b>10.1</b>	<b>Recitals (in preamble to the Call Off Terms):</b> Recital C - date of Issue of the Statement of Requirements: <b>10 January 2019</b> Recital D - date of receipt of Call Off Tender: <b>30 January 2019</b>
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short Form Requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms):</b> Not applied
<b>10.8</b>	<b>Protection of Customer Data</b> Clause 34.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices (Clause 55.6 of the Call Off Terms):</b>

	<p><b>Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET</b></p> <p><b>Supplier's postal address and email address:</b></p> <p><b>Sitel UK Limited, Earlsdon Park, 53 – 55 Butts Road, Coventry, CV1 3BH</b></p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.11</b>	<p><b>Alternative and/or additional provisions (Including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b></p> <p>N/A</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>As per the below - <b>REDACTED</b></p>

**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.**

**For and on behalf of the Supplier:**

<b>Name and Title</b>	
<b>Signature</b>	
<b>Date</b>	

**For and on behalf of the Customer:**

<b>Name and Title</b>	
<b>Signature</b>	
<b>Date</b>	

**REDACTED**