

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

Order Form

CALL-OFF REFERENCE:	CCTS22B05
THE BUYER:	HM Treasury
BUYER ADDRESS	<i>Redacted Text Under FOIA Section 40, Personal Information</i>
THE SUPPLIER:	The Contact Company LTD
SUPPLIER ADDRESS:	Queensgate Grange Road East, BIRKENHEAD England CH41 5FD
REGISTRATION NUMBER:	05548951
DUNS NUMBER:	347472842

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables detailed Attachment 3 – Statement of Requirements.

It's issued under the Framework Contract with the reference number **RM6181** for the provision of a Public Enquiry Line & Switchboard Service.

CALL-OFF LOT(S):

Lot 1: Contact Centres

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) **RM6181**
3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
4. Framework Special Terms
5. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6181**

- Joint Schedule 1 - Definitions
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 - Corporate Social Responsibility
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)] [including Annex 5 – Optional Terms for Bronze Contracts]
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- **Call-Off Schedules for RM6181**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 - Call off Tender
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule]
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)

6. CCS PSC Outsourcing Core Terms (Version 1)
7. Joint Schedule 5 (Corporate Social Responsibility)

8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

NOT USED

- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Service)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 12 (Clustering)
- Joint Schedule 8 (Guarantee)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-off Schedule 21 (Northern Ireland Law)
- Call-Off Schedule 22 (Lease Terms)
- Call-Off Schedule 23 (HMRC Terms)
- Call-Off Schedule 24 (Supplier Furnished Terms)

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

The following Special Terms are incorporated into this Call-Off Contract:

Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract; or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

Special Term 2 – NOT USED

Special Term 3 – Where, within one year of the Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Authority to the Supplier, at the next meeting of the Operational Board (as defined in Call-Off Schedule 15 (Call-Off Contract Management)), the Operational Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Operational Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 34 of the Core Terms.

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CALL-OFF START DATE:	23 rd December 2022
CALL-OFF EXPIRY DATE:	22 nd December 2024
CALL-OFF INITIAL PERIOD:	2 Years
CALL-OFF OPTIONAL EXTENSION:	2 periods of 1 year (2+1+1)

CALL-OFF DELIVERABLES

The supplier shall provide and operate a comprehensive Public Enquiries Call Handling and Switchboard service as stated in the Statement of Requirement, to receive and direct enquires from members of the public attempting to contact HM Treasury.

The supplier should be prepared to identify and work with the Buyer to undertake necessary functionality, compatibility and acceptance testing as part of the implementation process to enable either access or migrate telephone numbers into their system. This will enable the transfer of calls to either Ministerial Offices or individual HMT delegates.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 12.2 of the Core Terms.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The maximum contract value is £93,500.00.

If the option to extend the contract is implemented by the Buyer, the Supplier may request a price increase to reflect the effects of inflation and National Living Wage (NLW) in accordance with the provisions of Framework Schedule 3.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- The effects of inflation and National Living Wage (NLW), as per above.
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

The call pricing rate will be fixed for the first 2 years following the Start Date. After this, prices can only be adjusted on each following year anniversary (the date of each such anniversary is also a "**Review Date**", in accordance with the above.

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The Supplier shall give the Buyer at least 3 months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time, it will only be able to request an increase prior to the next Review Date.

Any notice requesting an increase shall include:

- i. a list of the Prices to be reviewed;
- ii. for each Price under review, written evidence of the justification for the requested increase including a breakdown of the profit and cost components that comprise the relevant price.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoicing and payment will be under the Buyers standard Terms. The Supplier will invoice monthly, on the first working day of the month.

Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

No invoice will be authorised without an associated purchase order number

BUYER'S INVOICE ADDRESS:

Email address: Redacted Text Under FOIA Section 40, Personal Information

Address: Redacted Text Under FOIA Section 40, Personal Information

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles do apply to this Call-Off Contract.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

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BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

Information Security Policy Framework, 26/06/2021. Available online at:

Framework Ref: RM6181

Project Version: v2.1

Model Version: v3.7

[Information Security Policy Framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Text Under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

To be confirmed on contract commencement

PROGRESS REPORT FREQUENCY

On the fifteenth (15th) Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first (1st) Working Day of each quarter

KEY STAFF

To be confirmed on contract commencement

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits do not apply to this Call-Off Contract.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:

For and on behalf of the Buyer:

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Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	