**Order Form and Call-Off Schedules**

CALL-OFF REFERENCE: CCBP22A02

THE BUYER: Crown Commercial Service

BUYER ADDRESS 9th floor,

The Capital Building,

Old Hall Street,

Liverpool L3 9PP

THE SUPPLIER: Arvato Limited

SUPPLIER ADDRESS:One Fleet Place,

London,

EC4M 7WS

REGISTRATION NUMBER:​03923307

DUNS NUMBER: 239334993

SID4GOV ID:​03923307

APPLICABLE FRAMEWORK CONTRACT RM6181 Outsourced Contact Centre and Business Services

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 22nd February 2023.

It’s issued under the Framework Contract with the reference number RM6181 for the provision of the Provision of Commercial Finance FVRA Service for Crown Commercial Service.

CALL-OFF LOT:

Lot 2: Business 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 includes 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 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 8 (Guarantee)
  + 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 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + 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 20 (Call-Off Specification)

1. CCS PSC Outsourcing Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6181**
3. Call-Off Schedule 4 (Call-Off Tender)

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 – For the period of one year commencing with the Start Date, Clause 2.8 of the Core Terms shall be deleted and replaced with the following:*

* 1. *“The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:*
  2. *verify the accuracy of the Due Diligence Information; or*
  3. *properly perform its own adequate checks,*

*unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure would not have occurred but for an error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Start Date, Clause 2.8 of the Core Terms v3.0.11 shall be reinstated.”*

*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.*

CALL-OFF START DATE: Wednesday 22nd February 2023

Please note that The Contracting Authority will work with the Supplier to find a suitable start date for delivery of the service to allow sufficient time to mobilise and for a pilot to take place so that both parties can be comfortable with the output prior to service commencement.

CALL-OFF EXPIRY DATE: Wednesday 21st February 2024

CALL-OFF INITIAL PERIOD: One year with an option to extend by two sets of one-year periods

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is a maximum of £1,500,000.00 (excluding VAT).

If the Contract is to be extended, any increase to the costs will be agreed with the Contracting Authority and the Supplier. The use of Joint Schedule 2 Variation Form will detail this variance to the Contract.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Electronic Invoices should be submitted to the following email address for request for payment: supplierinvoices@crowncommercial.gov.uk

BUYER’S INVOICE ADDRESS:

Crown Commercial Service

Room 1B31, Concept House

Cardiff Road

Newport

NP10 8QQ

COLLABORATIVE WORKING PRINCIPLES

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

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER’S AUTHORISED REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

To be provided by the Contracting Authority at Contract kick-off meeting

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**Redacted under FOIA section 40, Personal Information**

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Contracting Authority:

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

Supplier:

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Bid Submissions

Anything further to be provided by Supplier at Contract Award

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels.

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

To be provided by Supplier at the Contract Start Up Meeting if required

SOCIAL VALUE COMMITMENT

Please refer to Call off Schedule 4: Call off Tender

| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| --- | --- | --- | --- |
| Signature: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Name: | **Redacted under FOIA section 40, Personal Information** | Name: | **Redacted under FOIA section 40, Personal Information** |
| Role: | **Redacted under FOIA section 40, Personal Information** | Role: | **Redacted under FOIA section 40, Personal Information** |
| Date: | 20/02/2023 | Date: | 21/02/2023 |