

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2021

Order Form and Call-Off Schedules

Order Form

| | |
|----------------------|---|
| CALL-OFF REFERENCE: | CH1365 |
| THE BUYER: | Companies House, on behalf of the Secretary of State for Business and Trade |
| BUYER ADDRESS | Companies House Crown Way, Maindy, Cardiff, CF14 3UZ |
| THE SUPPLIER: | Serco Limited |
| SUPPLIER ADDRESS: | Serco Limited Serco House, 16 Bartley Wood Business Park Bartley Way Hook, RG27 9UY |
| REGISTRATION NUMBER: | 00242246 |
| DUNS NUMBER: | 216308056 |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Friday 17th November 2023.

It's issued under the Framework Contract with the reference number RM6181 for the provision of Contact Centre Services.

CALL-OFF LOT(S):
Lot 1

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

Crown Copyright 2021

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 **CH1365**
 - Joint Schedule 1 (Definitions)1
 - 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)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **CH1365**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 Call-off-tender-v3.1
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Change Control Process)
6. CH-1365 CCS Core Terms FINAL.docx
7. 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.

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

Crown Copyright 2021

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:*

2.8 “The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or*
 - (b) 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 – The Fixed Fees Costs are not subject to a structured review process under this contract but may be varied because the actual (invoiced) volume of Voice Calls or Email Processing, or the mutually agreed anticipated volume forecasts of Voice Calls or Email Processing, exceed those originally projected by more than [REDACTED] of the baseline forecast. The baseline is the volume of Voice Calls and Emails as set out in the Core Tab of the Bidders Pricing Workbook provided by the Buyer at tender and the Fixed Fee Costs are those provided by the Supplier as part of their tender response. For the avoidance of doubt, the Supplier's baseline Fixed Fee Costs will not be reduced should Voice Call and Email volumes fall below the baseline volumes figures provided by the Buyer at tender.

Should the Supplier and CH Business Contract Manager mutually agree that volume forecasts for either Voice Calls and/or Email Processing for the remainder of the contract or for a period greater than two consecutive months will exceed those baseline volumes by greater than [REDACTED] then the Supplier may request an adjustment to their Fixed Cost rate. The Fixed Cost Adjustment Table within the fixed cost tab of the Bidders Pricing Workbook will be used to determine the amount the fixed costs are adjusted by.

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

Crown Copyright 2021

Any such change must be mutually agreed by both the Supplier and CH Business Contract Manager, both acting reasonably, at the weekly Staff Ramp Up – Ramp Down meeting. If the Parties, acting in good faith, agree to an adjustment to the Fixed Fee Costs this will be only by means of a Contract Variation (CCN) signed and agreed by both parties. The CCN will either contain a mutually agreed time period for the adjustment to the Fixed Fee Costs, or a mutually agreed review date to determine whether the adjustment remains relevant.

For the avoidance of doubt, should volumes revert back to the baseline, Companies House may request that both parties mutually agree a pathway back to the baseline Fixed Cost.

Special Term 4 –

[REDACTED]

Special Term 5 –

[REDACTED]

[REDACTED]

CALL-OFF START DATE: Friday 17th November 2023

IMPLEMENTATION PERIOD Monday 16th October 2023 to Friday 16th February 2024

SERVICE COMMENCEMENT DATE Monday 19th February 2024

CALL-OFF EXPIRY DATE: Sunday 16th November 2025

CALL-OFF INITIAL PERIOD: Monday 19th February 2023 to Sunday 16th November 2025

EXTENSION PERIOD

0 – No option to extend past Call off expiry date

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

Crown Copyright 2021

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 are [REDACTED] including implementation costs. For the avoidance of doubt, the Estimated Charges are for first 12 months of the Contract (calculated from February 2024 to January 2025).

The Year 2 estimated charges are [REDACTED] (calculated from February 2025 to November 2025 including the optional IDV service).

Estimated whole life value of the contract is £9,544,470.42, including implementation costs, the optional IDV service and excluding any TUPE and redundancy costs. TUPE and redundancy costs will be invoiced separately.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) and Appendix B Pricing Schedule Serco Limited v1.7 contained within the schedule. 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:

- **Specific Change in Law**
 - **Benchmarking using Call-Off Schedule 16 (Benchmarking)**
- Or**
- **Via a Change Control Process following Call Off Schedule 25 including a Joint Schedule 2 (Variation Form).**

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made to the Supplier by automated payment mechanism (BACS).

BUYER'S INVOICE ADDRESS:

The Supplier shall submit invoices electronically by email to:

[REDACTED]

COLLABORATIVE WORKING PRINCIPLES

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

FINANCIAL TRANSPARENCY OBJECTIVES

Framework Ref: RM6181

Project Version: v2.0

Model Version: v3.7

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

Crown Copyright 2021

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Companies House Environmental Policy 2023 contained within Call-Off Schedule 20 (Call-Off Specification) Appendix 9 Sustainability Policies of the Service Statement

BUYER'S SECURITY POLICY

See document titled Call-Off Schedule 9 (Security) Annex Supplier Security Policy.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

MOBILISATION PROGRESS REPORT FREQUENCY

Weekly

MOBILISATION PROGRESS MEETING FREQUENCY

Weekly or more frequent as required and requested by the Buyer Contract Manager.

KEY STAFF

See details in Call-Off Schedule 7 (Key Supplier Staff)

Both parties have agreed to update this schedule in the event of any changes to key staff during the contract term.

KEY SUBCONTRACTOR(S)

N/A

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

Crown Copyright 2021

COMMERCIALLY SENSITIVE INFORMATION

The information set out in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

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

The Service Credit Cap is: [REDACTED] of the total invoice value (Excluding Vat) for the Variable Fees for all Channels for the whole month that Service Credits apply.

The Service Period is: one Month

A Critical Service Level Failure is: those indicated in Call Off Schedule 14 (Service Levels) as a critical service level.

ADDITIONAL INSURANCES

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

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: |
|---|--|

Redacted