

Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award)

Order Form

CALL-OFF REFERENCE: PROC 499-2022

THE BUYER: The Competition and Markets Authority

BUYER ADDRESS The Cabot, 25 Cabot Square, London, E14 4QZ

THE SUPPLIER: Agiito Ltd

SUPPLIER ADDRESS: Meridian Court, Stanier way, Wyvern Business Park, Derby, DE21 6BF

REGISTRATION NUMBER: 01094729

DUNS NUMBER: Not known

SID4GOV ID: Not known

CALL-OFF START DATE: 8 March 2023

CALL-OFF EXPIRY DATE: 7 March 2024

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 8 March 2023.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale – Low Touch	X	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch)
Lot 3: Booking Solutions Specialist Needs	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	X	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “column 2” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. Framework Special Terms.
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6217:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - 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 RM6217:

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- 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 9A (Security) PART A
- 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 23 (HMRC Terms)

5. The Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

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/performance.

CALL-OFF SPECIAL TERMS

N/A

CALL-OFF DELIVERABLES

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

Overseas Points of Sale

Option A

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £396,000.

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)]

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

BACS

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

BUYER'S INVOICE ADDRESS:

Finance Team
invoices@cma.gov.uk

BUYER AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

Available upon request from CMA.

ICT POLICY

Available upon request from CMA

SUPPLIER AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Quarterly

QUALITY PLANS

N/A

KEY STAFF

[REDACTED]



KEY SUBCONTRACTOR(S)

As per Key Subcontractor Schedule

COMMERCIALLY SENSITIVE INFORMATION

As per Commercially Sensitive Information Schedule

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is limited in each contract year to the total annual transaction fees value.

The Service Period is Quarterly

A Critical Service Level Failure is: Portal unavailable, supplier unavailable for offline contact.

ADDITIONAL INSURANCES

Not applicable

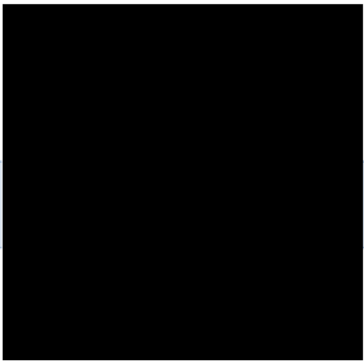
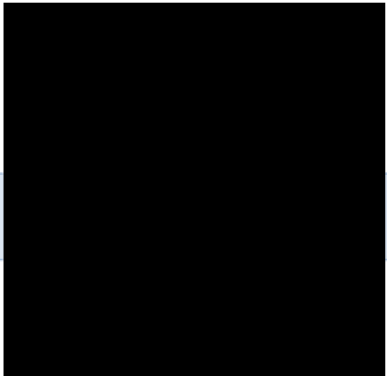
GUARANTEE

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 3 (Continuous Improvement) and/or Call-Off Schedule 4 (Call-Off Tender).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	08/03/2023