

Framework Schedule 6

Order Form

CALL-OFF REFERENCE: CCPF22A01

THE BUYER: Department for Business Energy & Industrial Strategy

BUYER ADDRESS 1 Victoria St, London SW1H 0ET

THE SUPPLIER: Serco Limited

SUPPLIER ADDRESS: Serco House, 16 Bartley Wood Business Park, Hook, Hampshire, RG27 9UY

REGISTRATION NUMBER: 242246

DUNS NUMBER: 216308056

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Dec 16th 2022.

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

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 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - 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 CCPF22A01
 - 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 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 20 (Specification)
- CCS PSC Outsourcing Core Terms (Version 2.0)

No other Supplier terms are part of the Call-Off Contract. This includes any terms written on the back of, added to, or presented at the time of delivery of the Order Form. The call-off schedules and joint schedules for Year 1 (5th December 2022 to 31st October 2023 inclusive) shall be considered a 'light touch' version of the original contract terms due to the emergency nature of the contract which has been taken over by the Supplier from the incumbent supplier that had gone into liquidation. It is agreed that the Parties would need to agree an extension and variation for Contract Year 2 (1st November 2023 to 31st October 2024 inclusive) as per Special Term 2 below.

The Parties shall agree and implement any changes in the call-off schedules and joint schedules via the Variation procedure if successful in discussions in April 2023

as per Special Term 2 below.

CALL-OFF SPECIAL TERMS

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

Framework Ref: RM6181

Project Version: v2.0

Model Version: v3.7

Special Term 1: Reimbursement for Expenses and Disbursements

The Buyer shall only be liable to reimburse the Supplier for expenses or disbursements that are:

- (i) specified in this Contract; or*
- (ii) approved by the Buyer prior to the Supplier incurring such expenses or disbursements. The Supplier shall not invoice the Buyer for any other expenses or disbursements.*

Special Term 2: Contract Year 2 Negotiations

The Parties shall meet a reasonable time before the expiry of the Call-Off Contract (31st October 2023, being the end of Contract Year 1), and in any event no later than 1st April 2023, to negotiate an extension to the Call-Off Contract using the Variation Procedure. In negotiating, the Parties shall have regards to the following (non-exhaustive) items: any operational changes to the Services, Actual and anticipated Call Volumes and any indexation applicable to the Supplier's costs of operating the Services. For the avoidance of doubt the Parties acknowledge and agree that the Authority's intention would be to reintroduce binding Service Levels and Service Credits and utilise the standard provisions in the Call Off Schedules and Joint Schedules as a starting position. In the event that the Parties are unable to agree an extension on terms for Contract Year 2 by 30th April, then either party may serve a formal written notice to the other party to terminate the Agreement without further liability provided that such notice shall be served no later than 14th May 2023. Upon service of such notice the Agreement shall naturally expire on 31st October 2023.

Special Term 3: Right to Terminate

The Buyer shall have the right to terminate this Contract on October 31, 2023, if any of the following occur:

- (i) a change in departmental policy that results in the scheme no longer existing or undergoing a major overhaul that alters the operating model of the existing contract;*
- (ii) a political change in the direction of the department;*
- (iii) a change in budgets that supersedes the intended spend.*

CALL-OFF START DATE: 5th December 2022

CALL-OFF EXPIRY DATE: 31st October 2024, subject to Special Term 2 above

CALL-OFF INITIAL PERIOD:
Not applicable

CALL-OFF DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

Subject to clause 11.3 and 11.4 of the Core Terms, but notwithstanding clause 11.5 of the Core Terms, the Supplier's limitation of liability under this Call-Off Contract, for any and all losses, damages and other liability (excluding that which may not be

limited by law) howsoever arising and whether in contract, tort (including negligence), misrepresentation, restitution or otherwise shall be limited to 100% of the Charges paid or payable under the Call-Off Contract.

The price for Year 1 is: £1,574,109.52 (ex VAT). The Charges used to calculate the price for the first Contract Year can be found in Call -Off Schedule 5 (Pricing Details). The price for Year 2 shall be agreed between Buyer and Supplier by way of Variation.

CALL-OFF CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

any expenses incurred during delivery of the service will be paid in line with the Authority's travel and subsistence policy.

PAYMENT METHOD

Monthly in arrears

BUYER'S INVOICE ADDRESS:

Department for Business, Energy & Industrial Strategy, 1 Victoria Street, London SW1H 0ET.

COLLABORATIVE WORKING PRINCIPLES

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

FINANCIAL TRANSPARENCY OBJECTIVES

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

Framework Ref: RM6181
Project Version: v2.0
Model Version: v3.7

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

To be confirmed post Contract Award

BUYER'S SECURITY POLICY

[REDACTED]

Monthly audits.

Data is considered to be OFFICIAL SENSITIVE for small amounts of data; and
OFFICIAL SENSITIVE for aggregated amounts of information.

See details in Order Schedule 9 (Security).

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

To be confirmed

PROGRESS MEETING FREQUENCY

To be confirmed

KEY STAFF

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As listed in Joint Schedule 4.

Framework Ref: RM6181

Project Version: v2.0

Model Version: v3.7

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

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Commercial Pricing

SERVICE CREDITS

Not applicable for

Contract Year 1

ADDITIONAL INSURANCES


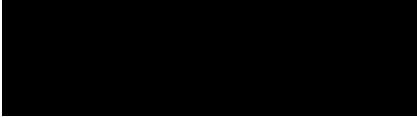
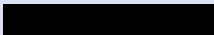



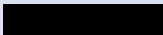
Not applicable

GUARANTEE

N/A for Contract Year 1.

SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	