

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

## Order Form

CALL-OFF REFERENCE: **ITT\_1375**

THE BUYER: **Department for Energy Security and Net Zero**

BUYER ADDRESS: **3-8 Whitehall Place, London SW1A 2JP**

THE SUPPLIER: **Hinduja Global Solutions UK Limited (HGS)**

SUPPLIER ADDRESS: **Eleventh Floor West, Vantage, Great West Road, Brentford, London TW8 9AJ**

REGISTRATION NUMBER: **[REDACTED]**

DUNS NUMBER: **[REDACTED]**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **29<sup>th</sup> April 2024**.

It's issued under the Framework Contract with the reference number RM6181 for the provision of **The Provision of Warm Home Discount Contact Centre 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 Lot 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 8 (Guarantee) – Not Required
- 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 Lot 1**

- 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)
- 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 20.1 (Specification\_Attachment-3.1-CRM-System-Requirements-2024-2025)

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- Call-Off Schedule 20.2 (Specification\_Attachment-3.2-Statement-of-Requirements-Short-Guide)

### 6. CCS PSC Outsourcing Core Terms (Version 2)

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*

*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.*

#### Special Term 4

*Where in 11.1.2 of the Core Terms shall be amended as follows:*

*The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 6 Months' written notice before the Contract expires. Both parties shall by mutual agreement agree the extension of the contract by a further 12 months period.*

CALL-OFF START DATE: **20<sup>th</sup> May 2024**

CALL-OFF EXPIRY DATE: **13<sup>th</sup> October 2026**

CALL-OFF INITIAL PERIOD: 29months

#### 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 Charges used to calculate liability for the total contract is **£6,914,422.33.**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£3,573,936**

The Estimated Year 2 Charges used to calculate liability in the second Contract Year is **£3,655,891**

#### CALL-OFF CHARGES

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

The total price of the contract is **£5,531,537.86 excluding VAT**. The charges used to calculate the price for the contract can be found in Call-Off Schedule 5 (Pricing Details)

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Monthly in arrears

**BUYER'S INVOICE ADDRESS:**



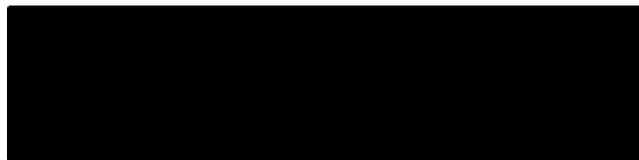
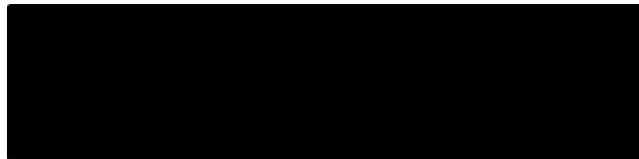
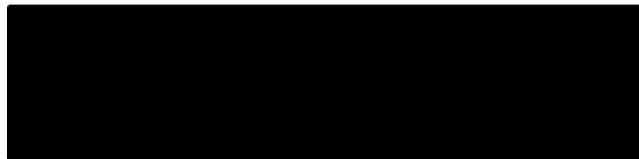
**COLLABORATIVE WORKING PRINCIPLES**

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

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**BUYER'S AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

Available online at:

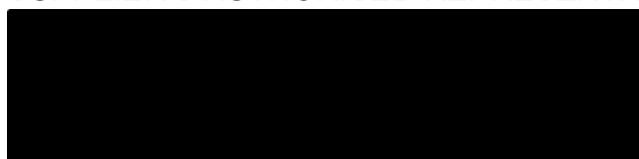
<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

**BUYER'S SECURITY POLICY**

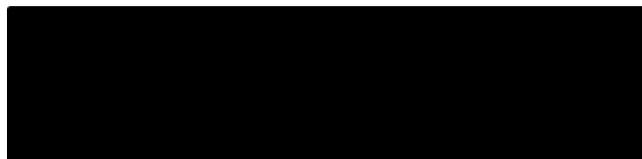
Available online at:

<https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



## SUPPLIER'S CONTRACT MANAGER



## PROGRESS REPORT FREQUENCY

Appended at Call-Off Schedule 20

On the first Working Day of each calendar month

## PROGRESS MEETING FREQUENCY

**Weekly**

Quarterly on the first Working Day of each quarter

## KEY STAFF



## KEY SUBCONTRACTOR(S)

**N/A**

## COMMERCIALLY SENSITIVE INFORMATION

As 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 as set out in Call-Off Schedule 14 (Service Levels).

The Service Period is as set out in Call-Off Schedule 14 (Service Levels)

A Critical Service Level Failure is:

1. **System outages:** prolonged downtime of the telephony service or internet outages that prevent calls or IVR from being received or processed (2 hours or more).
2. **Inadequate Staffing:** Insufficient number of staff available to handle calls, leading to long wait times.
3. **Lack of Training:** Operators or helpline staff who are not adequately trained to handle specific types of queries, resulting in poor quality of service or incorrect information being provided.
4. **Data Breaches:** Security failures that lead to unauthorised access to confidential caller information, misuse of data, unauthorised copying of data, comprising privacy and trust.

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5. **Fraud:** to any intentional misrepresentation or deceitful conduct by parties responsible for the service, aimed at gaining unauthorised benefits or causing harm.

### ADDITIONAL INSURANCES

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): and in addition:

1. The Supplier shall commit to ensuring all directly employed Agents are paid in line with the then current UK Real Living Wage.
2. The Supplier shall also ensure its Subcontractors pay their employees engaged in providing the Deliverables and based in the UK the then current UK Real Living Wage.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	16/05/2024	Date:	16/05/2024