

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

Order Form

CALL-OFF REFERENCE: C143188

THE BUYER: NHS England (NHSE)

BUYER ADDRESS Wellington House, 133-155 Waterloo Rd, London SE1 8UG

THE SUPPLIER: Corporate Travel Management (North) Ltd (CTM)

SUPPLIER ADDRESS: PO Box 312, Ait House, 16 Eldon Place, Bradford BD1 1PL

REGISTRATION NUMBER: 00488182

DUNS NUMBER: 213089972

SID4GOV ID:

CALL-OFF START DATE: 27th February 2023

CALL-OFF EXPIRY DATE: 26th February 2024

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 2 x 12 months

GO LIVE DATE: 27th February 2023 as specified in the Implementation Plan.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 27/02/2023.

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	<input type="checkbox"/>	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 checked="" 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	<input type="checkbox"/>	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 7 (Financial Difficulties)
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9A (Security) PART B
 - 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)
5. The Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

If the Buyer is the Ministry of Defence (MOD) then Call-Off Schedule 9B (MOD Security) and Call-Off Schedule 17 (MOD Additional and Data Processing Terms) shall be deemed to be incorporated into this Order Form. The Parties agree that if Call-Off Schedule 9B (MOD Security) is incorporated into this Order Form, then Call-Off Schedule 9A (Security) shall not apply to the Call-Off Contract.

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

The clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

Clause 2.4 shall be deleted and replaced with the following wording:

“If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition). If allowed by the Regulations, the Buyer can:

- (a) make changes to the Order Form Template;*
- (b) create new Call-Off Schedules;*
- (c) exclude optional template Call-Off Schedules; and/or*
- (d) use Special Terms in the Order Form to add or change terms.”*

Clause 3.1.2 does not apply to the Call-Off Contract;

Clause 3.2 does not apply to the Call-Off Contract;

Clause 4.3(a) shall be deleted and replaced with the following wording:

“exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice”

Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: *“including arising out of or in connection with the termination of their employment and/or the exercise of the Buyer’s right under Clause 7.2”*;

Clause 10.6.3(b) shall be amended so that the words *“in the Contract Year in which termination occurs”* will be added before the words *“if the Contract”* in the second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference “3.2.10” is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* after the words “Supplier system”;

Clause 14.8(c), shall be deleted and replaced with the following wording: *“must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”*;

A new Clause 15.8 shall be added at the end of Clause 15 as follows:

“15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of its Intellectual Property Rights.”.

CALL-OFF DELIVERABLES

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

Overseas Points of Sale

Option B: The option is for deliverables is worldwide. Schedule 20 is only applicable when point of sale is offshore. On the occasion where point of sale is offshore, Supplier will advise of relevant local amendments.

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£9,344,198 plus VAT**

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range, up to £9,344,198 for the first 12 months then up to £9,344,198 for each optional subsequent 12 month period.

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

None

PAYMENT METHOD

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:

NHS England
X24 Payables K005
PO Box 312
Leeds
LS11 1HP

BUYER AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Title: Greener NHS, available on line at [Greener NHS \(england.nhs.uk\)](https://www.england.nhs.uk/greener-nhs/)

BUYER'S SECURITY POLICY

Data Protection Policy available at [NHS England report template - data icon](#)

Information Security Policy available at [information-security-policy-v4.0.pdf \(england.nhs.uk\)](#)

SUPPLIER AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Within the first 10 Working Days of each calendar month or as otherwise agreed.

PROGRESS MEETING FREQUENCY

Quarterly on a mutually agreed Day of each quarter.

QUALITY PLANS

The Supplier shall develop the Quality Plans within 30 Working Days of the Start Date.

KEY STAFF

As above

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Commercial information (pricing) as detailed in Schedule 5

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 10% of the monthly transaction fees.
The Service Period is: One Month.
A Critical Service Level Failure is: 10% service credit cap reached for three consecutive months.

ADDITIONAL INSURANCES

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Supplier Signature:		Buyer Signature:	
Name:	██████████	Name:	
Role:		Role:	
Date:	27/02/2023	Date:	27/02/2023

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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Call-Off Schedule 5 (Pricing Details)

**RM6217 - Travel and Venue
Solutions
Lot 2 - Booking Solutions UK &
Overseas Points of Sale**

		Corporate Travel Management (North) Limited
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		UK				
Pricing Group	Line Item	Booking Type & Transaction Description	Unit	ONLINE Service Fee	OFFLINE Service Fee	IMPLANT Service Fee
		Rail				
Group 1	■	[REDACTED]	■		■	■
	■	[REDACTED]	■	■	■	■
	■	[REDACTED]	■		■	■
	■	[REDACTED]	■	■	■	■

A						
B						
C						

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Discount Table: Discounts Offer based on Aggregated Framework Spend.

Tier	Framework spend	Discount
1		
2		