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

**Order Form**

CALL-OFF REFERENCE: CCIT23A73

THE BUYER: Government Recruitment Service – Cabinet Office

BUYER ADDRESS 70 Whitehall, London, SW1A 2AS

THE SUPPLIER: Gatenby Sanderson Ltd

SUPPLIER ADDRESS:14 King Street

Leeds, LS1 2HL

REGISTRATION NUMBER:04451141

DUNS NUMBER: 424635477

SID4GOV ID:TBC at award

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 27 November 2023

It’s issued under the Framework Contract with the reference number **RM6290** Framework Contract Reference number] for the provision of SCS Assessments - SCS3 and SCS4.

**CALL-OFF LOT(S):**

Lot 2

**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) **RM6290**
3. Framework Special Terms; Terms 1 to 4
4. The following Schedules in equal order of precedence:

* Joint Schedules for **RM6290**
  + Joint Schedule 1Definitions
  + Joint Schedule 2 Variation Form
  + Joint Schedule 3 Insurance Requirements
  + Joint Schedule 4 Commercially Sensitive Information
  + Joint Schedule 5 Corporate Responsibility
  + Joint Schedule 6 Key Subcontractors
  + Joint Schedule 7 Financial Difficulties
  + Joint Schedule 8 Guarantee
  + Joint Schedule 10 Rectification Plan
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **RM6290**
  + 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
  + Schedule 9 Security Management (Supplier led-assurance)
  + Call-Off Schedule 10 Exit Management
  + Call-Off Schedule 12 Clustering
  + Call-Off Schedule 13 Implementation Plan and Testing (if applicable)
  + 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

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 - Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Service Provider. This Call Off Contract shall not restrict Contracting Authorities from acquiring similar, equal or like goods and/ or services from other entities or sources.

Special Term 2 - No Guarantee of Volumes or Spend

No guarantee is given by the Buyer in respect of either volumes, the levels or aggregate value of the Services, which the Buyer shall require the Service Provider to provide during the Call Off Contract. Any levels or aggregate values of Services referred to in the contract or Schedules are indicative only and shall not be binding on the Buyer.

Special Term 3 - Termination without cause

The Buyer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Framework Agreement).

Special Term 4 - Termination Assistance Period

The Buyer reserves the right to implement a Termination Assistance Period which shall commence from the contract end date, and will run for a period of 3 months (with a possible extension of a further 3 months) as detailed in Order Schedule 10 – Exit Management

CALL-OFF START DATE: 8 January 2024

CALL-OFF EXPIRY DATE: 7 January 2026

CALL-OFF INITIAL PERIOD: 2 years

CONTRACT VALUE £780,000.00

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification) and the SOR document linked to this procurement.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is£400,000.00 **(**Estimated Charges in the first 12 months of the Contract).

**CALL-OFF CHARGES**

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

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment will be made by BACS within 30 days of receipt of a valid invoice.

Invoices should be submitted electronically to the required address at the relevant customer finance team.  The supplier will establish these on contract award.

**BUYER’S INVOICE ADDRESS:**

**Redacted under FOIA section 40, Personal Information**

**BUYER’S AUTHORISED REPRESENTATIVE**

**Redacted under FOIA section 40, Personal Information**

**BUYER’S SECURITY POLICY**

See schedule 9

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**Redacted under FOIA section 40, Personal Information** [

**SUPPLIER’S CONTRACT MANAGER**

**Redacted under FOIA section 40, Personal Information** [

**PROGRESS REPORT FREQUENCY**

Monthly MI reporting; Please see section 8 of the SOR, to be provided monthly (the second full week of the calendar month

**PROGRESS MEETING FREQUENCY**

Monthly: meeting between the Buyer and the Supplier a minimum of monthly (the third full week of the calendar month)

Quarterly: Meeting between the Buyer and the Supplier to conduct a quarterly review each quarter (timing to be agreed on contract mobilisation)

**KEY STAFF**

**Redacted under FOIA section 40, Personal Information**

**KEY SUBCONTRACTOR(S)**

**Redacted under FOIA section 40, Personal Information**

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 TBC at award

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

**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:** | |
| Signature: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Name: | **Redacted under FOIA section 40, Personal Information** | Name: | **Redacted under FOIA section 40, Personal Information** |
| Role: | **Redacted under FOIA section 40, Personal Information** | Role: | **Redacted under FOIA section 40, Personal Information** |
| Date: |  | Date: |  |