**Framework Schedule RM6217 (Order Form and Call-Off Schedules – Direct Award)**

**Order Form – Department for Education** Including – Education and Skills Funding Agency, Institute for Apprenticeship, Standard Testing Agency, Teaching Regulation Agency

CALL-OFF REFERENCE: **con\_13884 – Travel and Venue Services RM6217**

THE BUYER: **Secretary of State for Education**

BUYER ADDRESS xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

THE SUPPLIER: **Calder Conferences**

SUPPLIER ADDRESS:xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

REGISTRATION NUMBER:3702902

DUNS NUMBER: 237077883

SID4GOV ID:237077883

CALL-OFF START DATE: 1st June 2022

CALL-OFF EXPIRY DATE: 28th February 2026

CALL-OFF INITIAL PERIOD: 4 years

CALL-OFF OPTIONAL EXTENSION PERIOD: 0 months

GO LIVE DATE: Transitioning from RM6016 on 1st June 2022.

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Deliverables and dated 1st June 2022.

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 | ☐ | 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 | ☐ | 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 | ☐ | 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:
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:*

* 1. *make changes to the Order Form Template;*
  2. *create new Call-Off Schedules;*
  3. *exclude optional template Call-Off Schedules; and/or*
  4. *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 “i*n 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*.”.

1. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
2. The supplier must be able to receive/process card payments from the DfE.
3. Adhere to the specified billing cycle (ideally 22nd – month 1 – 21st month 2).
4. The Consolidated Invoice for the billing period need to be sent by email into xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx by the 22nd of the Month.
5. Submit the transactional payment from supplier’s internal system into Smart Data OnLine (SDOL) with 6 Level Accounting information (4 as a minimum, Cost Centre, Activity, Analysis, GL Account code).
6. Line level SDOL transaction payment details must match the Consolidated invoice value.
7. All Cost must be processed in the correct Billing period.
8. Incorrect charges/corrections notified by booker or Supplier must be amended and processed within SDOL by the end following two month billing Cycle (credit notes) . If this can not be met, notification needs to go to xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
9. Line level SDOL transaction payment details must match the Consolidated invoice value.
10. Both parties to provide 60 days notice in writing in the event any of the above needs to change.
11. Provide dedicated operational contact(s) for the account contact name, contact details (telephone, email address) both Finance and Contract Manager.
12. Provide details of the escalation process and resolution timescales.

**CALL-OFF DELIVERABLES**

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

**Overseas Points of Sale**

Not Applicable

**MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

(financial year 2019) xxxxxxxxxxx

**CALL-OFF CHARGES**

Free of charge

**CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

*state the anticipated potential value of the Call-Off Contract (this can be expressed as a range) over the Call-Off Period* Demand led, non-specific

The total anticipated potential value of the Call-Off Contract is in the following potential range [not specified].

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**

Not applicable

**PAYMENT METHOD**

Current Payment Options: - Government payment card – billing to project and/or cost centre

Current Invoice Option: Monthly Consolidated invoice – 10 day settlement terms

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:**

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

No postal invoices accepted

**BUYER AUTHORISED REPRESENTATIVE**

Xxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxx

**BUYER’S ENVIRONMENTAL POLICY**

**N/A**

**BUYER’S SECURITY POLICY**

******

**ICT POLICY**

Not applicable – this is not an online solution

**SUPPLIER AUTHORISED REPRESENTATIVE**

Xxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxx

**SUPPLIER’S CONTRACT MANAGER**

Xxxxxxxxxxxxxxx

Xxxxxxxxxxx

Xxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxx

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month on a quarterly basis

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter or other, as agreed with Calder Operation Director, xxxxxxxxxxxxx

**QUALITY PLANS**

Please see attached Service Levels - to be agreed in the first month of transitioning with Calder Operations Director

**KEY STAFF**

Xxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxx

**KEY SUBCONTRACTOR(S)**

Xxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxx

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: Uncapped

The Service Period is: One Month

A Critical Service Level Failure is:

* Supplier inability to provide venue/end supplier options
* Supplier being unavailable for offline contact
* Supplier unable to provide suitable and accurate management information

**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)]

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | xxxxxxxxxxxxxxxxx | Signature: | xxxxxxxxxxxx |
| Name: |  | Name: |  |
| Role: | xxxxxxxxxxxxxxxxxxxx | Role: | xxxxxxxxxxxxxxxxx |
| Date: |  | Date: |  |