

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

CALL-OFF REFERENCE: **Project_3087**

THE BUYER: **Trade Remedies Authority**

BUYER ADDRESS North Gate House, 21-23 Valpy Street, Reading,
RG1 1AF

SUPPLIER REFERENCE Project_3087 TRA Meeting Room phase 2

THE SUPPLIER: Avoira Limited

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **27/02/2024**.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 4b Digital Communications Services

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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) RM6116
3. Framework Special Terms:
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4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6116
 - 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 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 11 (Installation Works)
 - 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 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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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 – Application of RM6116-NS3-Framework Award Form vFinal v1.1-1
10. Framework Special Terms – where relevant to the agreed Terms in this Order Form.

Special Term 1	A new Clause 2.11 shall be added to the Core Terms: "The Supplier shall operate the Catalogue in accordance with the ITT Specification document (Specification)."
Special Term 2	Clause 3.2.11 of the Core Terms shall be deleted and replaced with the following: "Not used."
Special Term 3	Clause 3.2.2 of the Core Terms shall be deleted and replaced with the following: "Not used."
Special Term 4	Clause 7.4 of the Core Terms shall be deleted and replaced with the following: "If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises and say why access is required"
Special Term 5	Clause 8.7 of the Core Terms shall be deleted and replaced with the following: "The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, those warranties and indemnities provided by third parties that are specifically associated with and particular to the Deliverables provided to the Buyer. Where any such warranties are held on trust, the Supplier shall enforce such warranties as required by the Buyer on the Buyer's behalf in order to provide the Services and shall do so in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier."
Special Term 6	Core Terms Clause 11.2 – amend "£5 million" to "£1 million".
Special Term 7	Clause 14.1 of the Core Terms shall be deleted and replaced with the following: "The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data)."

Special Term 8	Core Terms Clause 24.2 – add the following additional text at the end of the Clause : “If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the
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Model Version: v3.8

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	Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."
Special Term 9	Core Terms – add the following provision: "36. Telecoms Expense Management The Supplier shall provide without charge to a TEM Provider nominated by the Buyer the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential)."
Special Term 10	Joint Schedule 5 – Corporate Social Responsibility The application of clause 3.1.8 within Joint Schedule 5 - Corporate Social Responsibility applies only in respect of Lot 1aQ
Special Term 11	Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following: "Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater)."

CALL-OFF START DATE: **27/02/2024**CALL-OFF EXPIRY DATE: **27/02/2025**CALL-OFF INITIAL PERIOD: **12 months**CALL-OFF OPTIONAL EXTENSION PERIOD: **12 months**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 90 days

See Framework Special Term 11:

*Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following:**"Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater)."*

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

Option B: 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 11.2 of the Core Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£14,110.11.**

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- [Specific Change in Law]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[Redacted]

North Gate House, 21-23 Valpy Street, Reading, RG1 1AF

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

North Gate House, 21-23 Valpy Street, Reading, RG1 1AF

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Security policy framework: protecting government assets 1.3 December 2022
available online at: <https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]



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PROGRESS REPORT FREQUENCY

As stated in RM6116-Call-Off-Schedule-15-Call-Off-Contract-Management-vFinal

PROGRESS MEETING FREQUENCY

As stated in RM6116-Call-Off-Schedule-15-Call-Off-Contract-Management-vFinal

KEY STAFF



KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

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 4 (Call-Off Tender).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	27/02/2024	Date:	27/02/2024

