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

[Buyer guidance: When a Call-Off Contract is awarded in accordance with the Further Competition Procedure as detailed in Framework Schedule 7, the Order Form at Part A to this Schedule is to be used. When a Call-Off Contract is awarded without holding a Further Competition Procedure and using direct award as detailed in Framework Schedule 7 (Call-Off Award Procedure), the Order Form at Part B to this Schedule is to be used.]

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: [Insert Buyer’s contract reference number]

THE BUYER: [Insert Buyer’s name]

BUYER ADDRESS [Insert business address]

SUPPLIER REFERENCE [Insert Supplier’s reference number]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

SID4GOV ID: [Insert if known]

[Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then you must send the updated Schedule with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It’s issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):

[Insert the relevant lot numbers or insert Not applicable]

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) RM6261
3. Framework Special Terms [Buyer guidance: This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. Remove this guidance too.]
4. The following Schedules in equal order of precedence:

[CCS guidance: delete any highlighted Schedule that is not listed in the final Framework Award Form. Add any Joint or Call-Off Schedules that have been added to the final Framework Award Form. You must ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at Framework award.]

[Buyer guidance: delete any highlighted Schedules that you do not need for this Call-Off Contract. Add any additional Schedule needed, providing it is within scope of the framework agreement. Remove any highlighting remaining before finalising this Order Form. Remove this guidance too.]

* Joint Schedules for RM6261
  + 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 8 (Guarantee)
  + 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 RM6261
  + 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) (ONLY OPTIONAL FOR LOT 2, NOT TO BE USED FOR LOT 1)
  + [Call-Off Schedule 11 (Installation Works)
  + [Call-Off Schedule 12 (Clustering)
  + [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 17 (MOD Terms)
  + [Call-Off Schedule 18 (Background Checks)
  + [Call-Off Schedule 19 (Scottish Law)
  + [Call-Off Schedule 20 (Call-Off Specification)
  + [Call-off Schedule 21 (Northern Ireland Law)
  + [Call-off Schedule 22 (Lease Terms)
  + [Call-Off Schedule 23 (HMRC Terms)
  + [Call-Off Schedule 24 (Supplier Furnished terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6261
3. [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.]

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:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: [Inset Day Month Year]

CALL-OFF EXPIRY DATE: [Inset Day Month Year]

CALL-OFF INITIAL PERIOD: [2 Years, 0 Months]

CALL-OFF OPTIONAL EXTENSION PERIOD [Inset Years/ Months/ Not Applicable]

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION [Insert minimum period of notice]

CALL-OFF DELIVERABLES

[Buyer guidance: complete option A or, if Deliverables are too complex for this form, use option B and Call-Off Schedule 20 instead. Delete the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[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.

[Buyer guidance: you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

[Buyer guidance: Use option A or, if the charging model is too complex to detail in this form or must be embedded, use option B and Call-Off Schedule 5 instead. Delete the option that is not used.]

[Option A: Insert the Charges for the Deliverables]

[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)]

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:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[Insert None or insert Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[Insert payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER’S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER’S ENVIRONMENTAL POLICY

[Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Call-Off Schedule X]]

SECURITY REQUIREMENTS

[**Buyer guidance:** Review Call-Off Schedule 9 (Security)]

[**Insert** In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies]

[**Or Insert** In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies]

BUYER’S SECURITY POLICY

[Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SUPPLIER’S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

KEY STAFF

Buyer guidance: Review Call-Off Schedule 7 (Key Supplier Staff)] [Insert Not Applicable] Or

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

[Insert contract details]

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert Not applicable or insert Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

[Insert Not applicable]

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

The Service Credit Cap is: [Insert £value].

The Service Period is: [Insert duration: one Month]

A Critical Service Level Failure is: [Buyer to define]

ADDITIONAL INSURANCES

[Insert Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[Buyer guidance: Buyers may request Joint Schedule 8 (Guarantee) where the Supplier demonstrates a Moderate-High or High overall business risk, and/or a High Risk of financial failure, according to the Dun & Bradstreet annual assessment.]

[Insert Not applicable

or insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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

SOCIAL VALUE COMMITMENT

[Insert Not applicable or insert 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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

PART B: Direct Award Order Form Template

CALL-OFF REFERENCE: [Insert Buyer’s contract reference number]

THE BUYER: [Insert Buyer’s name]

BUYER ADDRESS [Insert business address]

SUPPLIER REFERENCE [Insert Supplier’s reference number]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

SID4GOV ID: [Insert if known]

[Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then you must send the updated Schedule with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It’s issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):

[Insert the relevant lot numbers or insert Not applicable]

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) RM6261
3. Framework Special Terms [Buyer guidance: This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. Remove this guidance too.]
4. The following Schedules in equal order of precedence:

[CCS guidance: delete any highlighted Schedule that is not listed in the final Framework Award Form. Add any Joint or Call-Off Schedules that have been added to the final Framework Award Form. You must ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at Framework award.]

[Buyer guidance: delete any highlighted Schedules that you do not need for this Call-Off Contract. Add any additional highlighted Joint Schedule needed, providing it is within scope of the framework agreement. Add any additional highlighted Call-Off Schedule needed ONLY when the additional Call-Off Schedule is included as an option in your procurement exercise. Remove any highlighting remaining before finalising this Order Form. Remove this guidance too.]

* Joint Schedules for RM6261
  + 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 8 (Guarantee)
  + 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 RM6261
  + 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 12 (Clustering)
  + [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 17 (MOD Terms)
  + [Call-Off Schedule 18 (Background Checks)
  + [Call-Off Schedule 19 (Scottish Law)
  + [Call-Off Schedule 20 (Call-Off Specification)
  + [Call-off Schedule 21 (Northern Ireland Law)
  + [Call-off Schedule 22 (Lease Terms)
  + [Call-Off Schedule 23 (HMRC Terms)
  + [Call-Off Schedule 24 (Supplier Furnished terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6261
3. [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.]

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:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: [Inset Day Month Year]

CALL-OFF EXPIRY DATE: [Inset Day Month Year]

CALL-OFF INITIAL PERIOD: [2 Years, 0 Months]

CALL-OFF OPTIONAL EXTENSION PERIOD [Inset Years/ Months/ Not Applicable]

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION [Insert minimum period of notice]

CALL-OFF DELIVERABLES

[Buyer guidance: complete option A and insert the details of the Deliverables, or, if they are too complex for this form, use option B and Call-Off Schedule 20 instead. Delete the option that is not used You must not include any Deliverables that are not included within the Suppliers’ Compliance Requirements Matrix and Supplier Prospectus.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[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.

[Buyer guidance: you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

[Buyer guidance: Use option A or, if the charging model is too complex to detail in this form or must be embedded, use option B and Call-Off Schedule 5 instead. Delete the option that is not used.]

[Option A: Insert the Charges for the Deliverables]

[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)]

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:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[Insert None or insert Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[Insert payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER’S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER’S ENVIRONMENTAL POLICY

[Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Call-Off Schedule X]]

SECURITY REQUIREMENTS

[**Buyer guidance:** Review Call-Off Schedule 9 (Security)]

[**Insert** In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies]

[**Or Insert** In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SUPPLIER’S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

KEY STAFF

Buyer guidance: Review Call-Off Schedule 7 (Key Supplier Staff)] [Insert Not Applicable] Or

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

[Insert contract details]

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert Not applicable or insert Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

[Insert Not applicable]

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

The Service Credit Cap is: [Insert £value].

The Service Period is: [Insert duration: one Month]

A Critical Service Level Failure is: [Buyer to define]

ADDITIONAL INSURANCES

[Insert Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[Buyer guidance: Buyers may request Joint Schedule 8 (Guarantee) where the Supplier demonstrates a Moderate-High or High overall business risk, and/or a High Risk of financial failure, according to the Dun & Bradstreet annual assessment.]

[Insert Not applicable

or insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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

SOCIAL VALUE COMMITMENT

[Insert Not applicable or insert 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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[Buyer guidance: execution by seal / deed where required by the Buyer].