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

**Order Form**

CALL-OFF REFERENCE: CCVC24A01

THE BUYER: Home Office

BUYER ADDRESS **Unit 2 Marsham Street, London SW1P 4DF**

THE SUPPLIER: Cartwright Vehicle Conversions Ltd

SUPPLIER ADDRESS:Sheephouse Wood, Stocksbridge, Sheffield, S36 4GS

REGISTRATION NUMBER: **To be Confirmed**

DUNS NUMBER: 226287343

SID4GOV ID: **To be Confirmed**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **6 January 2025**

It’s issued under the Framework Contract with the reference number RM6244 for the provision of Purchase of Standard and Specialist Vehicles.

CALL-OFF LOT(S):

Lot 10- Conversion of Bespoke and Specialist Vehicles

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) RM6244
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for RM6244

* + 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 CCVC24A01
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security) PART A
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6244
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:

Special Term 1.

Core Term 3.2.3 The Supplier transfers risk of the Goods on Delivery and ownership of the Goods on payment for those Goods.

Special Term 2.

Core Term 3.2.4 Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.

Special Term 3.

Core Term 3.2.10 The Supplier must indemnify the Buyer against the direct costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

Special Term 4.

Core Term 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the in-build vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.

Special Term 5.

Core Term 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

CALL-OFF START DATE: 13 January 2025

CALL-OFF EXPIRY DATE: 12 January 2027

CALL-OFF INITIAL PERIOD: 2 Years

EXTENSION PERIOD: 1+1 Years

CALL-OFF DELIVERABLES

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £500,000.00 (exc VAT)

CALL-OFF CHARGES

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

The Supplier shall have access to and utilise the Framework Support Rate Discounts when purchasing vehicles on behalf of the Buyer. If favourable pricing is available elsewhere the Supplier shall purchase vehicles that ensure the best value for money (VFM) for the Buyer.

All Charges are fixed for the first 12months/1year of the Contract.

Standard costs (as included in Call-Off Schedule 5 (Pricing Details)) will be subject to annual review in line with CPI inflation as published , on the 11th month of each contract year, on [Inflation and price indices - Office for National Statistics (ons.gov.uk)](https://www.ons.gov.uk/economy/inflationandpriceindices).

Parts costs will be subject to annual review, the Supplier will provide detail of cost increases from suppliers, its action for cost increase mitigation and all information the Buyer reasonably requires. Parts costs increases shall be accepted at the Buyers discretion and, in any case, capped in line with CPI inflation as published , on the 11th month of each contract year, on [Inflation and price indices - Office for National Statistics (ons.gov.uk)](https://www.ons.gov.uk/economy/inflationandpriceindices).

In exceptional circumstances, the Supplier may make ad hoc requests for an increase in all or part of the Charges. The Supplier is only entitled to make one (1) exceptional circumstances request in any contract year; any such request shall be submitted in writing to the Buyer at least one (1) month before the date when the Supplier proposes to introduce the changes. The Supplier shall provide the Buyer with all information it reasonably requires and approval shall be granted at the sole discretion of the Buyer.

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:

* Changes to the purchase price of a base vehicle.
* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment within 30 days of receipt of a valid accurate invoice.

All invoices must include as a minimum the date of issue, a detailed breakdown of the charges, the relevant Authorities Purchase Order (PO) number.

Payment will be made by BACS transfer.

The Supplier shall accept a change in payment method upon request by the Authority during the Contract including but not limited to GPC or E Payment Card. The Supplier shall not charge the Authority for any change in payment method.

BUYER’S INVOICE ADDRESS:

The supplier shall submit invoices to the following email address.

Home Office Shared Service Centre

HO Box 5015, Phoenix House, Celtic Springs Business Park

Newport, Gwent NP 9BB

**REDACTED TEXT under FOIA Section 40, Personal Information**

0345 0100125

A copy of any invoices should also be submitted to Vehicle Fleet BF **REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

Included here and also appended at Call-Off Schedule 20



BUYER’S SECURITY POLICY

Included here and also appended at Call-Off Schedule 20



SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

**To be Confirmed**

SERVICE CREDITS

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

The Service Credit Cap is: **£9000**

The Service Period is: one Month

A Critical Service Level Failure is

* failure to achieve, as a minimum, the Inadequate Threshold for any KPI/SLA,
* 3 or more KPIs/SLAs meeting the “Requires Improvement Threshold” in any period,
* An individual KPI/SLA meeting the “Requires Improvement Threshold” for 3 consecutive periods.
* failure to deliver a completed conversion vehicle on time in accordance with the order.

ADDITIONAL INSURANCES

Not applicable, all Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

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)]

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| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: |  | Role: | Commercial Lead |
| Date: | 19/12/24 | Date: | 30/12/24 |