

Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award) Lot 2

Order Form

CALL-OFF REFERENCE: **CPD4122233**

THE BUYER: Department for Levelling Up Housing and Communities (DLUHC)

BUYER ADDRESS DLUHC, Ground Floor, Rosebrae Court, Woodside Ferry Approach, Birkenhead CH41 6DU

THE SUPPLIER: Corporate Travel Management

SUPPLIER ADDRESS: Shire House, Humboldt Street, Bradford, BD1 5HQ

REGISTRATION NUMBER: **00488182**

DUNS NUMBER: **213089972**

SID4GOV ID: **N/A**

CALL-OFF START DATE: 28/11/2022

CALL-OFF EXPIRY DATE: 27/11/2025

CALL-OFF INITIAL PERIOD: 3 years

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 x 1 year

GO LIVE DATE: Estimated as 27/01/2023 (which is 4 weeks before expiry of the termination assistance on the current contract).
Once the exact Go Live date is known the contract will be amended accordingly.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 28 November 2022.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions, Lot 2.

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	<input type="checkbox"/>	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	<input checked="" type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	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:
 - Joint Schedules for RM6217:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6217:
 - 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)

- Call-Off Schedule 9A (Security)
- Call-Off Schedule 10 (Exit Management)
- 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 20 (Call-Off Specification)

5. The Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

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:

- (a) make changes to the Order Form Template;*
- (b) create new Call-Off Schedules;*
- (c) exclude optional template Call-Off Schedules; and/or*
- (d) 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 *“in 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.”.

CALL-OFF DELIVERABLES

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

Overseas Points of Sale

NA

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,183,311.00.

CALL-OFF CHARGES

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

[REDACTED]

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range £363,343 - £2,576,028.

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

BACS

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:

[REDACTED]

[REDACTED]

[REDACTED]

BUYER AUTHORISED REPRESENTATIVE**For Travel only**

[REDACTED]

[REDACTED]

Emergency Accommodation only

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Greening Government Commitments Annual Report [April 2020]

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf

BUYER'S SECURITY POLICY

See Call-Off Schedule 9A

ICT POLICY

See Call-Off Schedule 6

SUPPLIER AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each week

PROGRESS MEETING FREQUENCY

Quarterly

QUALITY PLANS

Within 30 days of the Start Date

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Buyers are not permitted to share any CTM commercially sensitive information outside of the scope of the remit in implementing the account which includes but not limited to the following areas – CTM Pricing Schedule, Business Continuity and Security related documents. Please refer to your CTM Client Manager for further guidance.

SERVICE CREDITS

In accordance with schedule 14 (service credits). Part A: Services Levels and Service Credits table

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

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:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	General Manager	Role:	Deputy Director Commercial
Date:	28/11/2022	Date:	29/11/2022

CTM USE ONLY

The Customer must provide the following information to the Supplier upon signing the Contract Agreement, to assist the successful set up and implementation of this new account for Commercial Agreement RM6217.

Customer Name: - _____

Your Name: - _____

Email domains needed _____

Key Customer Contacts for this Contract			
Name	Position	Telephone	Email
[REDACTED]	HR Policy Officer	[REDACTED]	[REDACTED]
[REDACTED]	HR Policy Lead	[REDACTED]	[REDACTED]
[REDACTED]	Head of HR Operations	[REDACTED]	[REDACTED]

Customer address, including postcode

Dept Levelling Up Housing & Communities
Rosebrae Court, Woodside Ferry Approach
Birkenhead
CH41 6DU
Tel: [REDACTED]

Billing Address (if different)

[REDACTED]

SECTION A - SERVICE REQUIREMENTS:

The Services required from Commercial Agreement Lot 2 are:-

To be bookable Online	Yes	No	No – Confirm reason that the service is not required
Rail	Yes		
Air	Yes		
Accommodation	Yes		
Eurostar	Yes		
International Vehicle Hire (Authority approval required)		No	
Taxi	Yes		
Airport Parking		No	
Coach Tickets		No	
Car Hire		No	
Ferries*	Yes		
Eurotunnel*	Yes		
Serviced Apartments*		No	

***Bookings can be requested online but will be facilitated offline by the CTM Operational teams**

To be bookable Offline	Yes	No	No – Confirm reason that the service is not required
Rail	Yes		
Air	Yes		
Accommodation	Yes		
Eurostar	Yes		
Group accommodation	Yes		
Long stay accommodation	Yes		

International Vehicle Hire (Authority approval required)		No	
Airport Lounges		No	
Airport parking		No	
Coach Tickets		No	
Group Booking Service (with individual PNR)	Yes		
Group Booking Service (without individual PNR)	Yes		
Season Tickets	Yes		
Transport for London bookings	Yes		
Meet and Greet Service	Yes		
Book for third party travellers		No	
Visa's	Yes		
Passport	Yes		
Coach hire with driver		No	
Ferry Bookings	Yes		
Car Hire		No	
International Rail	Yes		
Eurotunnel	Yes		
Special assistance for exceptional circumstances, e.g. escorted travellers, unaccompanied minors or an accompanied traveller service requirement for visually impaired travellers		No	
Travel Service Implants		No	
Additional Requirements as per framework supporting ancillary services (including but not limited to duty of care, risk alerts, mobile trip booking, Traveller tracking)			

Private Air Chartering		No	
Private Boat Chartering		No	
Private Helicopter Chartering		No	
Crisis management services Including:	Yes		
Special Projects			
Emergency Accommodation	Yes		
MEDVAC Services			Discuss
Security and risk management services			

Insert here any non-mandatory online and/or offline which you would like to discuss with the CTM during Implementation:

SECTION B – PAYMENT OPTIONS REQUIREMENTS:

Payment Options	<input type="checkbox"/> Corporate payment cards <input type="checkbox"/> Billing to project and or cost centre <input type="checkbox"/> Lodge cards / enhanced lodge cards <input type="checkbox"/> X Consolidated invoice accounts, for example 10 or 30 days <input type="checkbox"/> Individual and / or single bill back, for example not consolidated invoices <input type="checkbox"/> Payment on departure by Traveller for accommodation bookings
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Invoicing Options	<input type="checkbox"/> N/A <input type="checkbox"/> Weekly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Weekly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Monthly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Monthly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Other
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SECTION C - TRAVEL POLICY & PROCESS REQUIREMENTS:

The Customer must provide contact details of the individual/s that are to receive the agreed invoice (if applicable). The Supplier shall email all invoices. Please complete the table below.

Email Address	Finance Contact Name	Telephone Number
[REDACTED]	[REDACTED]	[REDACTED]

The Customer must list all mandatory cost codes, purchase order numbers or any other codes that need capturing: **Please complete the table below.**

Code Fields title: (e.g. Cost Centre, PO Number etc.)	Mandatory Field: (Yes/No)	Format: (e.g. Validation table, Mask, Drop down). <i>*Please also provide any list of codes.</i>	Shown on Invoice?	Additional comments
Booking from which location	Yes	Dropdown	Yes	
Cost Centre	Yes	Validation List	Yes	
Please confirm trip has been authorised please type yes to proceed	Yes	Mask	Yes	

Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any policies on class of rail travel?	Yes
If Yes, please specify:	Standard class only. Specific policies required for specific individuals
Do you have a preferred default method for rail ticket fulfilment?	Yes
If Yes, please specify:	<input type="checkbox"/> Customer onsite Printer (own) <input type="checkbox"/> Customer onsite Printer (New/Suppliers) <input type="checkbox"/> Ticket on Departure <input type="checkbox"/> First Class Post <input type="checkbox"/> Second Class Post <input type="checkbox"/> Print at Home/Self Print <input type="checkbox"/> Collection at Station Window <input type="checkbox"/> Recorded or Special Delivery Post <input type="checkbox"/> Courier Service <input type="checkbox"/> Smartcard / Bar Code / Smart Phone Application <input type="checkbox"/> Other
Do you wish to purchase or lease desktop or kiosk printers?	No
If Yes, please specify: i.e. The number, type, whether purchases or leased and location of the printers.	N/A
Do you require maintenance contracts associated with either purchased, leased or Customer Owned ticket printers?	N/A
If Yes, please specify:	N/A
Do you have any policies on class of air travel?	Yes
If Yes, please specify: e.g. do not display / provide first class air fares	The option of first class needs to be included to allow first class travel, for example for those that may require a reasonable adjustment that cannot be accommodated in standard or economy class or are disabled or have a requirement that cannot be accommodated in standard or economy class (covered by the Equality Act 2010)

Do you have any policies on flight duration? If Yes, please specify below*	No
Do you have any policies on accommodation? If Yes, please specify below**	Yes Capped hotel rates as follows: £110 per night in London £85 per night outside London
Do you want the Supplier to operate a rate cap management policy?	Yes
If Yes, please specify:	Please see below
Do you require the exclusion of sale of certain routes or airlines? Locations or accommodation providers?	No
If Yes, please explain the reasons behind such exclusion:	N/A
Do you require pre-trip authorisation?	No
If Yes, please specify:	N/A
Do you require a bespoke automated attendant model and/or interactive voice response telephone script?	No
If Yes, please specify:	N/A
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile?	No
If Yes, please specify:	N/A
Have you provided a copy of your Travel Policy?	No
Any other policy requirements? If Yes, please specify:	N/A
Any other special booking requirements? If Yes, please specify:	N/A

Flight Duration Policy*

Flight Duration in hours	Class of Travel Permitted	Comments

Accommodation Spend Limits**

Location	Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments
London	£110	[REDACTED]	
Outside of London	£85	[REDACTED]	
Other major cities (up to 5)	N/A	N/A	

Rate Cap Management Policy***

An example policy may be to use a Green, Amber and Red approach as above. Please note use of a Red policy may restrict people booking hotels when prices fluctuate.

1. **Green** – Anything under the hotel policy cap is within policy and can be booked
2. **Amber** – Anything over the hotel policy cap can be booked, but the booker will have to provide a reason code to explain why they are booking over an agreed rate.
3. **Red** - Anything over the cut-off cap will be restricted and cannot be booked