

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

Order Form

CALL-OFF REFERENCE: C77376

THE BUYER: **Secretary of State for Health and Social Care
whose registered office is at Department of
Health and Social Care**

BUYER ADDRESS 39 Victoria Street, London, SW10 0EU

THE SUPPLIER: Corporate Travel Management (North) Limited

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

REGISTRATION NUMBER: **0488182**

DUNS NUMBER: **213089972**

SID4GOV ID:

CALL-OFF START DATE: **01 August 2022**

CALL-OFF EXPIRY DATE: **01 August 2024**

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: 2 x 12 month options

GO LIVE DATE: **01 August 2022**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 16 May 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	<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 (NOT APPLICABLE)
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 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) Not applicable
 - Joint Schedule 9 (Minimum Standards of Reliability) (Not applicable)

- Joint Schedule 10 (Rectification Plan)
- **Joint Schedule 11 (Processing Data) TBC within 30 days of start date**
- 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 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) PART A

 - Call-Off Schedule 10 (Exit Management)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms) Not applicable

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. **(Not applicable)**

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:

CALL-OFF DELIVERABLES

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

Overseas Points of Sale

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

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,000,000 per annum

CALL-OFF CHARGES

Option A: **Not applicable**

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

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range £2,000,000 - £3,000,000 estimated per annum. (No guarantee of actual spend.)

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

Reimbursable expenses are to be in line with DHSC Travel Policy

PAYMENT METHOD

MB-PaymentQueries@dhsc.gov.uk

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:

Department of Health and Social Care
39 Victoria Street

Westminster
London
SW1H 0EU
MB-PaymentQueries@dhsc.gov.uk

BUYER AUTHORISED REPRESENTATIVE

[Redacted]

39 Victoria Street
Westminster
London
SW1H 0EU

BUYER'S ENVIRONMENTAL POLICY

Environment Act 2021 15 November 2021 available online at: [Environment Act 2021 - Parliamentary Bills - UK Parliament](#)

BUYER'S SECURITY POLICY

Data Protection Policy [version] October 2018: [Data Protection Policy \(publishing.service.gov.uk\)](#)

ICT POLICY

[Information Communications Technology Policy - GOV.UK \(www.gov.uk\)](#)

SUPPLIER AUTHORISED REPRESENTATIVE

[Redacted]

EU Data Protection Officer

[Redacted]

Shire House, Humboldt Street, Bradford, BD1 5HQ

SUPPLIER'S CONTRACT MANAGER

[Redacted]

Shire House, Humboldt Street, Bradford, BD1 5HQ

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly

QUALITY PLANS

Within 30 days of the Start Date

KEY STAFF

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

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

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 10%
The Service Period is: one Month
A Critical Service Level Failure is: to fail to meet 85% of SLA performance for three consecutive months.

ADDITIONAL INSURANCES

Not applicable

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:
	