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

**Order Form**

CALL-OFF REFERENCE: SR2249436460

THE BUYER: HM Revenue & Customs (HMRC)

BUYER ADDRESS xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

THE SUPPLIER: Sonic Communications (Int) Limited

SUPPLIER ADDRESS:xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

REGISTRATION NUMBER:xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19th February 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**

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) – *Not Applicable*
  + Joint Schedule 7 (Financial Difficulties) -*Not Applicable*
  + Joint Schedule 8 (Guarantee) – *Not Applicable*
  + Joint Schedule 9 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **SR2249436460**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + 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 12 (Clustering) – *Not Applicable*
  + 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) – *Not Applicable*
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 19 (Scottish Law) – *Not Applicable*
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-off Schedule 21 (Northern Ireland Law) – *Not Applicable*
  + Call-Off Schedule 23 (HMRC Terms)

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: **20th February 2025**

CALL-OFF EXPIRY DATE: **19th February 2026**

CALL-OFF INITIAL PERIOD: **1 Year (12 months)**

CALL-OFF DELIVERABLES

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 isxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

The total value of the contract is £115,000 (Exc VAT).

CALL-OFF CHARGES

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:

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

SAP Ariba Invoicing

BUYER’S INVOICE ADDRESS:

The Accounts Payable Team

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

BUYER’S AUTHORISED REPRESENTATIVE

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

BUYER’S ENVIRONMENTAL POLICY

Not Applicable

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9 - Security

SUPPLIER’S AUTHORISED REPRESENTATIVE

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SUPPLIER’S CONTRACT MANAGER

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

KEY SUBCONTRACTOR(S)

Not Applicable - Due to the sensitivity of the requirement, the Supplier cannot utilise subcontractors in the provision of this contract**.**

COMMERCIALLY SENSITIVE INFORMATION

Appended in Joint Schedule 4 - Commercially Sensitive Information

SERVICE CREDITS

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

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | xxxxxxxxxxxxxxxxxxxxx | Signature: | xxxxxxxxxxxxxxxxxxxxxx |
| Name: | xxxxxxxxxxxxxxxxxxxxx | Name: | xxxxxxxxxxxxxxxxxxxxxx |
| Role: | xxxxxxxxxxxxxxxxxxxxx | Role: | Xxxxxxxxxxxxxxxxxxxxxx |
| Date: | xxxxxxxxxxxxxxxxxxxxx | Date: | xxxxxxxxxxxxxxxxxxxxxx |