

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

### Order Form

CALL-OFF REFERENCE:	2017
THE BUYER:	The Government Actuary's Department
BUYER ADDRESS	Finlaison House, 15-17 Furnival Street, London, EC4A 1AB
THE SUPPLIER:	GBT TRAVEL SERVICES UK LIMITED
SUPPLIER ADDRESS:	5 Churchill Place, Canary Wharf, London, E14 5HU
REGISTRATION NUMBER:	08774160
DUNS NUMBER:	219743793
SID4GOV ID:	Not applicable
CALL-OFF START DATE:	26 February 2023
CALL-OFF EXPIRY DATE:	25 February 2026
CALL-OFF INITIAL PERIOD:	Three Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Two years
GO LIVE DATE:	26 February 2023

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated **26<sup>th</sup> February 2023**.

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 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 checked="" 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.

## 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 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 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)

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.

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**

Not Applicable

## **MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is estimated at £1k.

## **CALL-OFF CHARGES**

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: £50-60k annually per calendar year.

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**

None

## **PAYMENT METHOD**

Consolidated monthly invoice to be issued. Payment to be made via BACS on a monthly basis.

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:**

Nicola Melgarejo  
Accounts Payable Officer  
Accounts.payable@gad.gov.uk  
Finlaison House, 15-17 Furnival Street, London, EC4A 1AB

## **BUYER AUTHORISED REPRESENTATIVE**

Catherine Vercnocke  
Head of Finance  
Catherine.vercnocke@gad.gov.uk  
Finlaison House, 15-17 Furnival Street, London, EC4A 1AB

## **BUYER'S ENVIRONMENTAL POLICY**

Not applicable

## **BUYER'S SECURITY POLICY**

Not applicable

## **ICT POLICY**

Not applicable

## **SUPPLIER AUTHORISED REPRESENTATIVE**

Natalie Wyeth  
Client General Manager  
Natalie.wyeth@amexgbt.com  
5 Churchill Place, Canary Wharf, London, E14 5HU

## **SUPPLIER'S CONTRACT MANAGER**

Natalie Wyeth  
Client General Manager  
Natalie.wyeth@amexgbt.com  
5 Churchill Place, Canary Wharf, London, E14 5HU

## **PROGRESS REPORT FREQUENCY**

Quarterly on the first Working Day of each quarter

## **PROGRESS MEETING FREQUENCY**

Monthly on the first Working Day of each month

## **QUALITY PLANS**

As per above

## **KEY STAFF**

Natalie Wyeth  
Client General Manager  
Natalie.wyeth@amexgbt.com  
5 Churchill Place, Canary Wharf, London, E14 5HU

## **KEY SUBCONTRACTOR(S)**

None

## **COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

## **SERVICE CREDITS**

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

The Service Credit Cap is: £500

The service period is: One Month at the start of the contract annual year anniversary

A Critical Service Level Failure is:

where a service level falls below 70% of target, and/or, a service level target has not been achieved for four consecutive months (including the one month grace period defined in Call Off Schedule 14).

Service Credit Payment Exclusions / Mitigation.

Service credits will not apply should any of the following criteria be triggered:

- 3rd Party Supplier Failure: including but not limited to GDS /Trainline system failure, Airline going into administration , accommodation venue closing GAD IT failure
- Exceptional Events outside of GBT control (E.G. Storms / Worldwide events/Death of Monarchy/ strikes) - to be agreed with customer as required

Service credits will be suspended for one month from go-live and annually thereafter each contract start anniversary date.

## **ADDITIONAL INSURANCES**

Not applicable

## **GUARANTEE**

Not applicable

## **SOCIAL VALUE COMMITMENT**

Not applicable

**Framework Schedule 6A (Order Form Template and Call-Off Schedules – Direct Award)**  
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	 <small>John Lyons (Feb 16, 2023 14:08 GMT)</small>	Signature:	
Name:	John Lyons	Name:	Indrani Banerjee-Jones
Role:	VP/GM Global Clients	Role:	Director of Finance and Operations
Date:	Feb 16, 2023	Date:	27/01/2023









# RM6217-Framework-Schedule-6A-Order-Form-Template-Direct-Award GAD\_SIGNED (1)

Final Audit Report

2023-02-16

Created:	2023-02-16
By:	Andrew Chandler (andrew.chandler@amexgbt.com)
Status:	Signed
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## "RM6217-Framework-Schedule-6A-Order-Form-Template-Direct-Award GAD\_SIGNED (1)" History

-  Document created by Andrew Chandler (andrew.chandler@amexgbt.com)  
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