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

**Order Form**

CALL-OFF REFERENCE: CCFI25A02

THE BUYER: REDACTED TEXT under FOIA Section 40, Personal Information

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER ADDRESS:REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER:REDACTED TEXT under FOIA Section 40, Personal Information

DUNS NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15th May 2025

It’s issued under the Framework Contract with the reference number RM6248 Payment Solutions 2 for the provision of Procurement Cards.

CALL-OFF LOT(S):

Lot 1: Procurement Cards

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) RM6248 Payment Solutions 2
3. Framework Special Terms.
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6248 Payment Solutions 2
  + 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 RM6248 Payment Solutions 2
  + 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 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 14 (Service Levels)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 24 (Lot 1 Procurement Card Terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6248 Payment Solutions 2
3. 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. Notwithstanding the exclusion of any Supplier terms forming part of the Call-Off Contract, where the Buyer will receive any Services from the Supplier relating to Lot 1 (Procurement Cards) (as more particularly described in Framework Schedule 1 (Specification), the Buyer acknowledges and agrees that the Supplier as a Card Issuer may require either: (a) the Buyer to enter into any Payment Instrument Product Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms); and / or (b) any Buyer Personnel to complete additional Cardholder Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms), in order to receive and / or have access to Procurement Cards issued by the Supplier.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 19th May 2025

CALL-OFF EXPIRY DATE: 18th May 2027

CALL-OFF INITIAL PERIOD: Two (2) years

CALL-OFF EXTENSION PERIOD:

This Call-Off Contract can be extended by the Buyer for two (2) periods of up to twelve (12) months (2+1+1)

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 2 months of the Contract is £127,000.00 excluding VAT

CALL-OFF CHARGES

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

The maximum contract value shall not exceed £508,000.00 excluding VAT and including all extension options.

There is no minimum guarantee of spend via Procurement Cards during any year of the contract. Spend may vary depending on the Customer’s prevailing needs and may reflect any spending restraints they are subjected to.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Council’s standard payment terms are 30 days from receipt / date of invoice or 10 days for Small Medium Enterprises (SME’s)

No Invoices will be accepted from any Supplier without an official written order from us and the order number in full being quoted on all invoices.

Invoices should be submitted:

* Monthly
* in UK Pounds Sterling
* accompanied by a full breakdown of charges relating to the goods /services provided by the Supplier.

**Failure to do so may lead to a delay in payment**

All payments will be made by BACS

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

N/A

BUYER’S SECURITY POLICY

Details available online at: <https://www.derby.gov.uk/council-and-democracy/data-protection/information-security/>

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)

REDACTED TEXT under FOIA Section 43 Commercial Interests.

COMMERCIALLY SENSITIVE INFORMATION

REDACTED TEXT under FOIA Section 43 Commercial Interests.

SERVICE CREDITS

Not applicable]

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: | 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: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |  |
| Date: | REDACTED TEXT under FOIA Section 40, Personal Information | Date: | REDACTED TEXT under FOIA Section 40, Personal Information |  |