

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

*If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the Signature block***

*It is essential that you, as the Buyer, complete the information required in any Call-Off Schedule which you have indicated in this Order Form applies to the Call-Off Contract (see Call-Off Incorporated Terms section below), then **you must send the completed Call-Off Schedule(s) with the Order Form to the Supplier***

## Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/22/1400
THE BUYER:	NHS Arden and Greater East Midlands Commissioning Support Unit
BUYER ADDRESS	St John's House, East Street, Leicester LE1 6NB
THE SUPPLIER:	Corporate Travel Management
SUPPLIER ADDRESS:	Shire House, Humboldt Street, Bradford, BD1 5HQ
REGISTRATION NUMBER:	<b>00488182</b>
DUNS NUMBER:	<b>213089972</b>
SID4GOV ID:	<b>N/A</b>
CALL-OFF START DATE:	2 <sup>nd</sup> February 2023
CALL-OFF EXPIRY DATE:	1 <sup>st</sup> February 2027
CALL-OFF INITIAL PERIOD:	3 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	1 Year
GO LIVE DATE:	2 <sup>nd</sup> February 2023

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 19<sup>th</sup> Jan '23

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:**

<b>Column 1</b>		<b>Column 2</b>
<b>LOT NUMBER AND DESCRIPTION</b>	<b>Tick as applicable</b>	<b>SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS</b>
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 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6217:
  - Call-Off Schedule 1 (Transparency Reports)
  - 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 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)

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**

**N/A**

## **MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£125,000** *Estimated Charges in the first 12 months of the Contract.*

## **CALL-OFF CHARGES**

**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 £500k for total contract.

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.

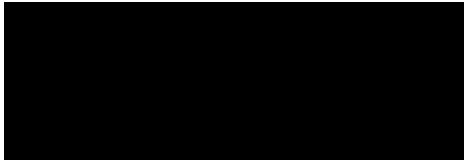
The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

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:**

NHS Arden and GEM CSU  
ODE Payables M405  
Shared Business Service  
Phoenix House  
Topcliffe Lane  
Wakefield  
WF3 1WE

[sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

**BUYER AUTHORISED REPRESENTATIVE****BUYER'S ENVIRONMENTAL POLICY**

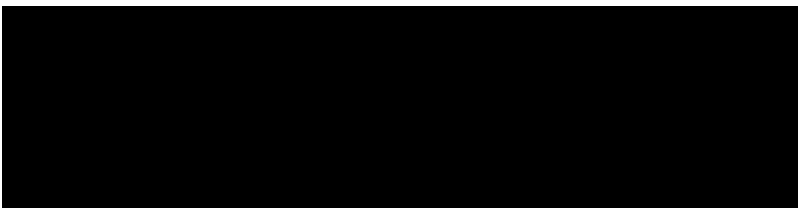
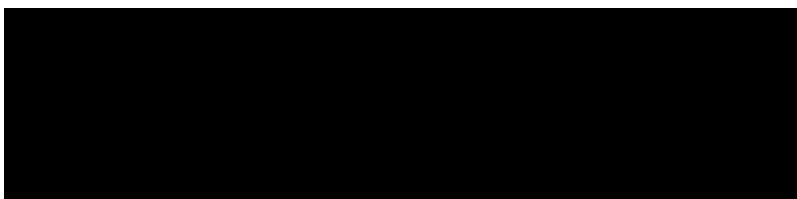
<https://www.ardengemcsu.nhs.uk/>

**BUYER'S SECURITY POLICY**

<https://www.ardengemcsu.nhs.uk/>

**ICT POLICY**

<https://www.ardengemcsu.nhs.uk/>

**SUPPLIER AUTHORISED REPRESENTATIVE****SUPPLIER'S CONTRACT MANAGER**

**PROGRESS REPORT FREQUENCY**

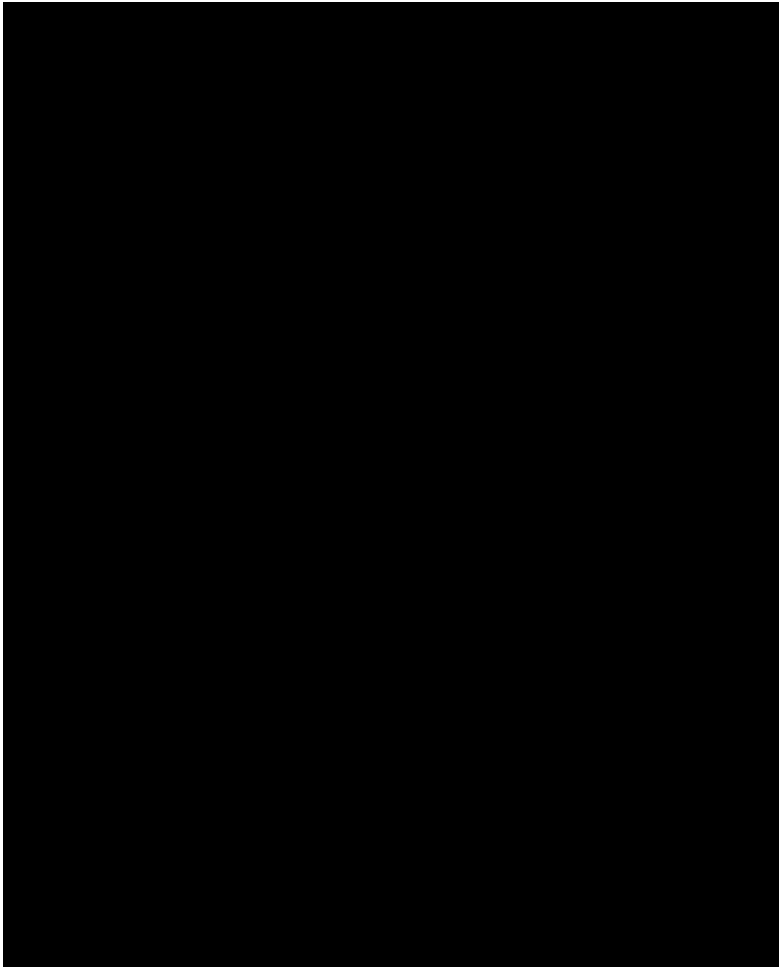
On the first Working Day of each week.

**PROGRESS MEETING FREQUENCY**

Quarterly

**QUALITY PLANS**

Within 30 days of the Start Date

**KEY STAFF****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:		Signature:	
Name:		Name:	
Role:	Chief Operating Officer	Role:	Managing Director
Date:	19 Jan 2023	Date:	23 January 2023

*To be completed by client (pick list)*

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
██████████	██████████ ██████████ ██████████	██████████	██████████
██████████	██████████ ██████████	██████████	██████████
██████████	██████████ ██████████	██████████	██████████

Customer address, including postcode  
 Cardinal Square  
 10 Nottingham Road  
 Derby  
 DE1 3QT

**Billing Address (if different)**

NHS Arden and GEM CSU  
 ODE Payables M405  
 Shared Business Service  
 Phoenix House  
 Topcliffe Lane  
 Wakefield  
 WF3 1WE

Invoices: [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

**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	x		
Air	x		
Accommodation	x		
Eurostar	x		
Car Hire		x	
Taxi	x		
Airport Parking	x		
Coach Tickets	x		
Car Hire		x	
Ferries *	x		
Eurotunnel*	x		
Serviced Apartments*	x		

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

<b>To be bookable Offline</b>	<b>Yes</b>	<b>No</b>	<b>No – Confirm reason that the service is not required</b>
Rail	x		
Air	x		
Accommodation	x		
Eurostar	x		
Group Bookings	x		
Car Hire	x		
Airport Lounges		x	
Airport parking	x		
Coach Tickets	x		
Season Tickets	x		
Meet and Greet Service		x	
Book for third party travellers	x		
Visa's and passport	x		
Coach hire with driver	x		

Ferry Bookings	x		
International Rail	x		
Eurotunnel	x		
Special assistance for exceptional circumstances, e.g. escorted travellers, unaccompanied minors or an accompanied traveller service requirement for visually impaired travellers	x		
Travel Service Implants		x	
Additional Requirements as per framework  supporting ancillary services (including but not limited to duty of care, risk alerts, mobile trip booking, Traveller tracking	x		
Private Air Chartering		x	
Private Boat Chartering		x	
Private Helicopter Chartering		x	
Crisis management services Including:	x		
Special Projects	x		

Emergency Accommodation	x		
MEDVAC Services	x		
Security and risk management services	x		

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"/> Consolidated invoice accounts, for example 10 or 30 days
Invoicing Options :	<input type="checkbox"/> Monthly Consolidated Invoice - 30 Day Settlement Terms

### **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 Escalation Contact Name	Telephone Number
██████████	████ ██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████

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:


Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any policies on class of rail travel?	
If Yes, please specify:	
Do you have any policies on class of air travel?	
If Yes, please specify: e.g. do not display / provide first class air fares	
Do you have any policies on flight duration? If Yes, please specify below*	
Do you have any policies on accommodation?  If Yes, please specify below**	



Do you want CTM to operate a rate cap management policy?	
If Yes, please specify:	Please see below
Do you require the exclusion of sale of certain routes or airlines? Locations or accommodation providers?	
If Yes, please explain the reasons behind such exclusion:	
Do you require pre-trip authorisation?	
If Yes, please specify:	
Have you provided a copy of your Travel Policy?	
Any other policy requirements? If Yes, please specify:	
Any other special booking requirements? If Yes, please specify:	

### 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			

Outside of London			
Other major cities (up to 5)			

### 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.