**Framework Schedule 6b Order Form Template Operating Lease Only**

**(*Leasing and/or Service Requirements under Lots 1 and 2*)**

**Order Form**

| CALL-OFF REFERENCE: | **[Insert** Buyer’s contract reference number] |
| --- | --- |
| THE BUYER: | **[Insert** Buyer’s name] |
| BUYER ADDRESS | [**Insert** business address] |
| THE SUPPLIER: | [**Insert** name of Supplier] |
| SUPPLIER ADDRESS: | [**Insert** registered address (if registered)] |
| REGISTRATION NUMBER: | [**Insert** registration number (if registered)] |
| DUNS NUMBER: | **[Insert** if known] |
| SID4GOV ID: | **[Insert** if known] |

**[Buyer guidance:**

* This Order Form may be used when:
  + Leasing Product(s) under Lots 1 and 2 via an **Operating Lease**, and where you require support services i.e. service and maintenance under Lots 1 and 2.
  + Completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.
* 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 if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

**[insert** “Yes” against the relevant lot number]

| ***Lot Number*** | ***Lot Name*** | ***Relevant (Yes/No)*** |
| --- | --- | --- |
| *1* | *Multifunctional Print Devices (MFDs) and Basic Print Management Software* |  |
| *2* | *Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services* |  |

**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) **RM6174**
3. Framework Special Terms [**Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:

[**Buyer guidance:**

* The end column clearly stipulates which of the Schedules are Mandatory for inclusion within your Call Off Agreement and therefore cannot be deleted. This column also clearly states which of the Schedules you have the option of including or deleting as part of your Call Off Contract.
* **delete** any highlighted Schedules that you do not need for this Call-Off Contract.
* **Add** any additional Schedule needed, providing it is within scope of the framework agreement.
* **Remove** any highlighting remaining before finalising this Order Form.
* **Remove** this guidance too.
* **You must retain all Schedules you select for the full term of your Call-Off Contract as they along with this Order Form make up your formal Contract with the Supplier.**

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
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.]

**Buyers please note:** 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.

* Joint Schedules for **RM6174**

| Joint Schedule 1 | (Definitions) | **Buyer guidance:** This Schedule details all the defined terms stated within the Specification of Requirements for Lots 1, 2, 3 and 4. Shall be used if required. | **Delete if not applicable**  **This Schedule is not Mandatory** |
| --- | --- | --- | --- |
| Joint  Schedule  2 | (Variation Form) | **Buyer guidance:** This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms | **Mandatory Schedule**  **Do not delete** |
| Joint  Schedule  3 | (Insurance Requirements) | **Buyer guidance:** This Schedule definesthe standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the ‘Additional Insurance’ section found further on in this form. | **Mandatory Schedule**  **Do not delete** |
| Joint Schedule  4 | (Commercially Sensitive Information) | **Buyer guidance:** Complete this Schedule when Supplier's Confidential Information has been identified and agreed to by both parties. In this Schedule specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. | **Mandatory Schedule**  **Do not delete** |
| Joint Schedule 5 | Corporate Social Responsibility | **Buyer guidance:** | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Joint Schedule  6 | (Key Subcontractors) | **Buyer guidance:** This Schedule should be incorporated in to the Call-Off where the Supplier is entitled to sub-contract part of its obligations under this Call-Off Contract to Key Subcontractors. Key Subcontractor information should be detailed in the ‘Key Subcontractor’ section found further on in this form. | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Joint Schedule 7 | (Financial Difficulties) | **Buyer guidance:** This Schedule should be considered by Buyer’s who want to monitor the financial standing of the Supplier providing the Call-Off deliverables and describes what happens when a Suppliers credit rating changes | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Joint Schedule 8 | (Guarantee) | **Buyer guidance:** Considered whether the Supplier should provide a Call Off Guarantee on or before the Call Off Commencement Date (and check if the Supplier has procured a Framework Guarantee under the Framework Contract which covers the Call-Off Contract) | [**Delete** if not applicable  or  **insert** details into Annex 1 of Joint Schedule 8  **This Schedule is not Mandatory** |
| [Joint Schedule 9] | (Minimum Standards of Reliability) | **Buyer guidance:** This schedule should be incorporated when a Call-Off contract with an anticipated contract value in excess of £20 Million (excluding VAT) is awarded | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Joint Schedule 10 | (Rectification Plan) | **Buyer guidance:** This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. *The definition of Default can be found in Joint Schedule 1 - Definitions* | **Mandatory Schedule**  **Do not delete** |
| Joint Schedule 11 | (Processing Data) | **Buyer guidance:** Annex 1 of Schedule 11 is to be completed by Buyer’s when Personal Data is processed by Supplier’s. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status | **Mandatory Schedule**  **Do not delete** |
| [Joint Schedule 12] | (Supply Chain Visibility) | **Buyer guidance:** This schedule should be considered when Buyer’s require the Supplier to report on Supply Chain Opportunities throughout the duration of the Call-Off Contract | **Delete if not applicable**  **This Schedule is not Mandatory** |
| [Joint Schedule 13] | (Continuous Improvement) | **Buyer guidance:** This schedule is to be considered when Buyer’s require the Supplier to identify new or potential improvements in relation to the Deliverables as set out in this Call-Off Contract | **Delete if not applicable**  **This Schedule is not Mandatory** |
| [Joint Schedule 14] | (Benchmarking) | **Buyer guidance:** This schedule is to be considered where Buyer’s require the Supplier to complete periodic reviews of the Call-off deliverables to ensure they represent Value for Money throughout the term of they Contract | **Delete if not applicable**  **This Schedule is not Mandatory** |
| [Joint Schedule 15] | (Key Supplier Staff) | **Buyer guidance:** This schedule is to be completed by Buyer’s where Key roles of Supplier Staff have been identified by the Buyer and Supplier | [**Delete** if not applicable  **or**  **insert** details of Buyer/Supplier Key Roles into Annex 1 of Joint Schedule 15  **This Schedule is not Mandatory** |

* Call-Off Schedules for **RM6174**

| Call-Off Schedule 1 | (Transparency Reports) | **Buyer guidance:** This Schedule is to be populated by Buyer’s and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract | **Mandatory Schedule**  **Do not delete** |
| --- | --- | --- | --- |
| Call-Off Schedule 2 | (Staff Transfer) | **Buyer guidance:** This schedule sets out the provisions of Staff transfer.  Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2. | **Mandatory Schedule**  **Do not delete** |
| Call-Off Schedule 5 | (Pricing Details) | **Buyer guidance:** This schedule is to be populated by Buyers with the applicable Call-Off Contract Charges. | **Mandatory Schedule**  **Do not delete**  **[Insert/embed** applicable Pricing details into Call-Off Schedule 5 (Pricing Details)] |
| Call-Off Schedule 6 | (ICT Services) Section | **Buyer guidance:** This Schedule sets out the requirement to which theSupplier are to comply with the Buyer’s *ICT Policy (ensure it is handed over to the Supplier before the Commencement Date)*  **and / or**  The Buyer requires the supplier is tocreate and maintain a rolling schedule of planned maintenance to the ICT Environment. | **Mandatory Schedule**  **Do not delete**  **[insert** details into Annex 1 of Call-Off Schedule 6] |
| [Call-Off Schedule 8] | (Business Continuity and Disaster Recovery) | **Buyer guidance:** This schedule is to be considered if Buyer’s require Suppliers to prepare and deliver a Business Continuity and Disaster Recovery Plan in connection with providing the deliverables under this Call-Off Contract | **Delete if not applicable**  **This Schedule is not Mandatory**  ***N.B if amendments to the Schedule are required insert details into Call-*Off Schedule 8** |
| Call-Off Schedule 9 | (Security) | **Buyer guidance:** Buyer’s need to consider and select either the short form (Part A of Schedule 9 (Security) or long form terms (Part B of Schedule 9).  Buyers can also choose to insert their Security Management Plan into Annex 2 of Call-Off Schedule 9 or provide details of where the Security Management Plan can be found. | **Mandatory Schedule**  **Do not delete**  **[insert** details into Annex 2 of Call-Off Schedule 9] |
| Call-Off Schedule 10 | (Exit Management) | **Buyers Guidance:** (Exit Management). Call Off Schedule 10 is likely to be relevant in the context of procuring Services or Goods and Services rather than Goods only. Supports Buyers and Suppliers in devising and agreeing an exit strategy and Contract end. | **Mandatory Schedule**  **Do not delete**  **[insert** details into highlighted sections of Call-Off Schedule 10] |
| Call-Off Schedule 11 | (Installation Works) | **Buyer Guidance Note:** This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer’s during the Call-Off Contract term | **Mandatory Schedule**  **Do not delete** |
| [Call-Off Schedule 12] | Clustering) | **Buyer Guidance Note:** This Schedule is to be completed when various Contracting Authorities want to join with the Buyer to contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts | **Delete if not applicable**  **Or**  **[insert** details into Annex A of Call-Off Schedule 12]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 13] | (Implementation Plan and Testing) | **Buyer Guidance Note:** This schedule is to be completed if an Implementation Plan and/or Testing is required. Populate all required Annexes within Call-Off Schedule 13 | **Delete if not applicable**  **Or**  **[insert** details into relevant Annexes of Call-Off Schedule 13]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 14] | (Service Levels) | **Buyer Guidance Note:** This schedule is to be completed if specific Service Levels are required against the Call-Off deliverables. Populate Annex A within Call-Off Schedule 14 | **Delete if not applicable**  **Or**  **[insert** details into Annex A of Call-Off Schedule 14]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 15] | (Call-Off Contract Management) | **Buyer Guidance Note:** This schedule is to be completed when Buyer’s want to use specific Contract Management process. | **Delete if not applicable**  **Or**  **[insert** details into Annex A of Call-Off Schedule 15]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 17] | (MOD Terms) | **Buyer Guidance Note:** This schedule should be incorporatedwhen specific MOD Terms are required. | **Delete if not applicable**  **Or**  **[insert** details into Annex 1 of Call-Off Schedule 17]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 18] | (Background Checks) | **Buyer Guidance Note:** This Schedule should be incorporated where Buyer’s require Supplier Staff to be vetted before working on this Call-Off Contract. | **Delete if not applicable**  **Or**  **[insert** details into Annex 1 of Call-Off Schedule 18]  **This Schedule is not Mandatory** |
| [Call-Off Schedule 19] | (Scottish Law) | **Buyer Guidance Note:** This schedule should be incorporatedwhen Scottish Law is required | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Call-Off Schedule 20 | (Call-Off Specification) | **Buyer Guidance Note:** This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges. | **Mandatory Schedule**  **Do not delete**  **[insert** details into Call-Off Schedule 20 (Call-Off Specification)] |
| Call-Off Schedule 21 | (Northern Ireland Law) | **Buyer Guidance Note:** This schedule should be incorporatedwhen Northern Ireland Law is required | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Call-Off Schedule 23 | (HMRC) Section 10.11 | **Buyer Guidance Note:** This schedule should be incorporatedwhen specific HMRC terms are required | **Delete if not applicable**  **This Schedule is not Mandatory** |
| Call-Off Schedule 24 | (Operating Lease) | **Buyer Guidance Note:** This schedule should be incorporated when an Operating Lease is required. | **Mandatory Schedule**  **Do not delete** |
| [Call-Off Schedule 26] | Supplier Furnished Terms | **Buyer Guidance Note:** See the definitions of the Supplier Software, Customer Software and Third Party Software and consider Clause 13 of Call-Off Schedule 25. If necessary, insert details of any specific software packages that the Supplier will use to provide the Services in this Finance Lease Agreement | **Delete if not applicable**  **Or**  **[insert** details into the relevant Annex of Call-Off Schedule 26]  **This Schedule is not Mandatory** |

**CALL-OFF SPECIAL TERMS**

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

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

**SECTION B**

**1. Call-Off Contract Period**

| CALL-OFF START DATE:  (The initial contract period excluding extension options) | **[Inset** Day Month Year]  ***[Buyer Guidance:*** *proposed delivery of the Goods*  Example 3 year initial contract period] |
| --- | --- |
| CALL-OFF EXTENSION PERIOD OPTIONS:  (State the options to extend) | **[Insert** Years, Months]  ***[Buyer Guidance:*** *Example 2 year option to extend, which takes this up to 5 year contract term e.g.* ***1 + 1]*** |
| CALL-OFF EXPIRY DATE: | **[Inset** Day Month Year]  ***[Buyer Guidance:*** *Must include initial contract period and all extension options allowed. Example based on 5 Year –* ***3 +1+1*** |
| MINIMUM WRITTEN NOTICE TO SUPPLIER  IN RESPECT OF EXTENSION: | **[Insert** Months]  *[****Buyer Guidance:***  *3/6 months prior to initial Call off Contract period end]* |

**2. Contract Performance**

| STANDARDS AND QUALITY  [**Insert** any particular standards that should apply to this Call-Off Contract]  **[AND/OR]**  [**Insert** number of working days within which Quality Plans must be developed by the Supplier] | **Buyer Guidance:**   * *See Paragraph 6 of Call-Off Schedule 6 (ICT Services). Specify any particular standards that should apply to this Call-Off Contract.* * *Also see Paragraph 6.1 of Call-Off Schedule 6 (ICT Services). Specify whether Quality Plans are required and the time period, in working days of the Call-Off Start date, in which the Suppler shall develop them.* ***Delete*** *options not used.]* |
| --- | --- |

| SERVICE CREDITS  **[Insert** Not applicable]  **or**  **insert** Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).  The Service Credit Cap is: **[Insert** £value].  The Service Period is: **[Insert duration:** one Month]  A Critical Service Level Failure is: [**Buyer** to define] | **Buyer Guidance:**   * *Please note, Service Credits will not be required in all contracts, but the higher the value, complexity or importance of the contract, the more likely that Service Credits will apply.* * *If you want Service Credits to apply under your Call Off Contract, refer to Call-Off Schedule 14 (Service Levels) for further information on how to calculate the basis on how they shall apply.* * *Insert the details of how and when the Service Credits shall apply under your Call Off Contract* ***here*** *along with any formulas to be used.* |
| --- | --- |

**3. Liability and Insurance**

| 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 is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here] | **[Buyer guidance:**   * *You can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]* |
| --- | --- |

| ADDITIONAL INSURANCES  [**Insert** Not applicable  **or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ] | **Buyer Guidance:**   * *Include any specific insurance policies required which have not been specified in Joint Schedule 3 Insurance Requirements* |
| --- | --- |

**4. Buyer Information**

| BUYER’S INVOICE ADDRESS  **Insert** name]  **[Insert** role]  [**Insert** email address]  **[Insert** address] |  |
| --- | --- |

| BUYER’S AUTHORISED REPRESENTATIVE  [**Insert** name]  **[Insert** role]  [**Insert** email address]  **[Insert** address] | **[Buyer Guidance:**   * *Specify your postal address and email address for the purpose of serving notices under the Call-Off Contract as required under Clause 25 of the Core Terms.]* |
| --- | --- |

| PAYMENT METHOD  [**Insert** payment method(s) and necessary details] | **[Buyer Guidance:**   * *Buyer to insert details of their chosen payment method* |
| --- | --- |

**5. Supplier Information**

| SUPPLIER’S AUTHORISED REPRESENTATIVE  [**Insert** name]  **[Insert** role]  [**Insert** email address]  **[Insert** address] | **[Buyer Guidance:**   * *Specify the Suppliers postal address and email address for the purpose of serving notices under the Call Off Contract as required under Clause 25 of the Core Terms.]* |
| --- | --- |

| SUPPLIER’S CONTRACT MANAGER  **Insert** name]  **[Insert** role]  [**Insert** email address]  **[Insert** address] |  |
| --- | --- |

| SUPPLIER REQUIREMENTS  **Supplier's inspection of Sites, Customer Property and Customer Assets:**  **[Insert details]** | [**Buyer Guidance:**   * *see Call-Off Schedule 11 (Installation) and consider if inspection of the Sites by the Supplier is required.* * *Insert any issues raised by the Supplier in respect of any aspects of the Sites, Buyer Assets or Buyer Property that may affect the provision of the Goods and/or Services and any agreed action to be taken in respect thereof.]* |
| --- | --- |

| FAILURE OF SUPPLIER EQUIPMENT  **[Not applied]**  **[**OR**]**  **[**For the purpose of that Clause the value for X shall be [*insert number of Service Failures*] and the value for Y shall be [*insert number of months*]**]** | [**Buyer Guidance**   * See Paragraph 12.18 of Call-Off Schedule 25 (Finance Lease Terms) which allows the Customer to request the replacement of any Supplier Equipment if it causes ‘X’ number of Service Failures within ‘Y’ months. * Specify if the Paragraph should apply and, if so, populate the values for ‘X’ and ‘Y’ referred to in Paragraph 12.18. |
| --- | --- |

**6. Other Call-Off Requirements**

| TERMINATION WITHOUT CAUSE NOTICE PERIOD  **[**I**nsert** as per Clause 10.2.2 of the Core Terms]  **[Or Insert** The period of thirty (30) Working Days in Clause 10.2.2 of the Core Terms shall be amended to **[XX]]** | [**Buyer Guidance:**   * *Confirm the minimum number of Working Days that should be the notice period in respect of termination without cause. It is suggested that in long term contracts this should be a minimum of* ***30 Working Days.*** |
| --- | --- |

| UNDISPUTED SUMS LIMIT  **[Insert** as per Clause 10.5 of the Core Terms**]**  **[Or Insert** The wording “worth over 10% of the annual Contract Value” in Clause 10.5 of the Core Terms shall be amended to [ ]**]** | **[Buyer Guidance:**   * *Consider Clause 10.5 of the Core Terms in respect of the Supplier’s right to terminate the Call-Off Contract for undisputed sums which have not been paid by the Buyer.* * *Insert an appropriate sum that should be the “Undisputed Sums Limit”. It is suggested that this should normally be the equivalent to one (1) month’s average Charges.]* |
| --- | --- |

| TRAINING  **[Insert** Not applicable**]**  **[**or**]**  **[Insert** Training requirements**]** | **Buyer Guidance:**   * *Insert details of any training that the Customer requires the Supplier to provide to the Customer's staff in relation to the operation of the Goods or the provision of the Services.* |
| --- | --- |

| SOCIAL VALUE COMMITMENT  [**Insert** Not applicable  **or**  **insert** 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 4 (Call-Off Tender)] | **Buyer Guidance:**   * *Refer to Framework Schedule 1 (Specification) which details Social Value priorities and recommends you to agree proportionate and appropriate commitment to your priorities during the Call-Off Contract.* |
| --- | --- |

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

[**Buyer guidance:** execution by seal / deed where required by the Buyer].