

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

## **Order Form**

CALL-OFF REFERENCE: **C70885**

THE BUYER: **UK Health Security Agency**

BUYER ADDRESS Nobel House, 17 Smith Square, London SW1P 3HX

THE SUPPLIER: Corporate Travel Management (North) Limited

SUPPLIER ADDRESS: Shire House, Humboldt Street, Bradford, West Yorkshire BD1 5HQ

REGISTRATION NUMBER: 00488182

DUNS NUMBER: 213089972

SID4GOV ID: **N/A**

CALL-OFF START DATE: **03 October 2022**

CALL-OFF EXPIRY DATE: **30 September 2025**

CALL-OFF INITIAL PERIOD: **Three Years (Thirty-Six Months)**

CALL-OFF OPTIONAL EXTENSION PERIOD: **One Year (Twelve months)**

GO LIVE DATE: 03 October 2022

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Deliverables and dated 14 September 2022

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

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**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 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 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)

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- 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

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:

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*“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**

Option B: All countries worldwide.

**MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2.5m**

**CALL-OFF CHARGES**

Copy of CTM  
Framework Schedule

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**CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

The total anticipated potential value of the Call-Off Contract is in the following potential range £7.5m – £24m.

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**

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:**

[Redacted]

**BUYER AUTHORISED REPRESENTATIVES**

[Redacted]

[Redacted]

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**BUYER'S ENVIRONMENTAL POLICY**

Appended at Appendix 1 to this Order Form and such Appendix is incorporated into this Order Form

**BUYER'S SECURITY POLICY**

N/A

**ICT POLICY**

N/A

**Buyers International Travel Policy**

Appended at Appendix 1 to this Order Form and such Appendix is incorporated into this Order Form

**Buyers Expenses Policy**

Appended at Appendix 1 to this Order Form and such Appendix is incorporated into this Order Form

**SUPPLIER AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

On the first Working Day of each week during implementation.

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**PROGRESS MEETING FREQUENCY**

Weekly during implementation with the option to increase frequency, if necessary

**QUALITY PLANS**

Within 30 days of the Start Date

**KEY STAFF**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**KEY SUBCONTRACTOR(S)**

None

**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.

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**SERVICE CREDITS**

In accordance with schedule 14 (service credits). Part A: Services Levels and Service Credits table

**ADDITIONAL INSURANCES**

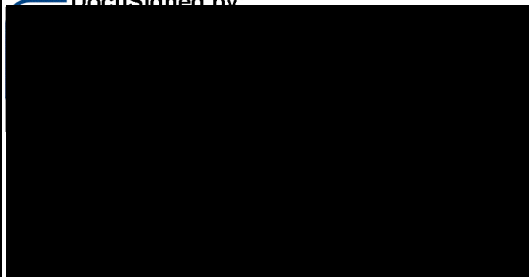
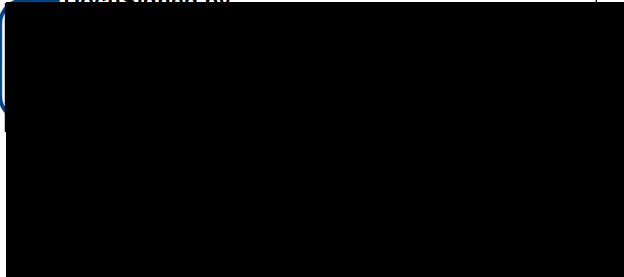
N/A

**GUARANTEE**

Not applicable

**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:
<div>DocuSigned by: </div> <div>Date Signed: 14/09/2022</div>	<div>DocuSigned by: </div> <div>Date Signed: 14/09/2022</div>



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Appendix 1

UKHSA Policy Documents

Environmental Policy



environmental-policy.pdf

Expenses Policy



UKHSA  
Expenses-policy-v1-

International Travel Policy



international-travel-policy.pdf

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**CTM USE ONLY**

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

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Billing Address (if different)

**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	Y		
Air	Y		
Accommodation	Y		
Eurostar	Y		
International Vehicle Hire (Authority approval required)	Y		
Taxi	Y		
Airport Parking		N	
Coach Tickets	Y		
Car Hire	Y (as a secondar y resource)		We have a Framework agreement with Enterprise

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Ferries *	Y		
Eurotunnel*	Y		
Serviced Apartments*		N	

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

To be bookable Offline	Yes	No	No – Confirm reason that the service is not required
Rail	Y		
Air	Y		
Accommodation	Y		
Eurostar	Y		
Group accommodation	Y		
Long stay accommodation	Y		
Car Hire	Y		
Airport Lounges		N	
Airport parking		N	

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Coach Tickets	Y		
Group Booking Service (with individual PNR)	Y		
Group Booking Service (without individual PNR)	Y		
Season Tickets	Y		
Transport for London bookings	Y		
Meet and Greet Service		N	
Book for third party travellers	Y		
Visa's	Y		
Passport	Y		
Coach hire with driver	Y		
Ferry Bookings	Y		
International Rail	Y		
Eurotunnel	Y		
Special assistance for exceptional circumstances, e.g. escorted travellers, unaccompanied minors or an accompanied traveller service requirement for	Y		

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visually impaired travellers			
Travel Service Implants	Y		
Additional Requirements as per framework  supporting ancillary services (including but not limited to duty of care, risk alerts, mobile trip booking, Traveller tracking	Y		
Private Air Chartering		N	
Private Boat Chartering		N	
Private Helicopter Chartering		N	
Crisis management services Including:	Y		
Special Projects	Y		
Emergency Accommodation	Y		
MEDVAC Services	Y		
Security and risk management services	Y		

Insert here any non-mandatory online and/or offline which you would like to discuss with the CTM during Implementation:

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**SECTION B – PAYMENT OPTIONS REQUIREMENTS:**

Payment Options :	XCorporate payment cards XBilling to project and or cost centre XLodge cards / enhanced lodge cards XConsolidated invoice accounts, for example 10 or 30 days XIndividual and / or single bill back, for example not consolidated invoices
Invoicing Options :	<input type="checkbox"/> Fortnightly Consolidated Invoice - 30 Day Settlement Terms

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**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 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:



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Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any policies on class of rail travel?	Y
If Yes, please specify:	See expenses policy.
Do you have a preferred default method for rail ticket fulfilment?	Y
If Yes, please specify:	<input type="checkbox"/> Ticket on Departure <input type="checkbox"/> First Class Post <input type="checkbox"/> Print at Home/Self Print <input type="checkbox"/> Collection at Station Window <input type="checkbox"/> Smartcard / Bar Code / Smart Phone Application
Do you wish to purchase or lease desktop or kiosk printers?	N
If Yes, please specify: i.e. The number, type, whether purchases or leased and location of the printers.	

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Do you require maintenance contracts associated with either purchased, leased or Customer Owned ticket printers?	N
If Yes, please specify:	
Do you have any policies on class of air travel?	Y
If Yes, please specify: e.g. do not display / provide first class air fares	Do not display/provide business or first class air fares.
Do you have any policies on flight duration? If Yes, please specify below*	Y  Flights of over eight hours may be considered for an upgrade. This includes two consecutive long flights under the eight-hour limit.
Do you have any policies on accommodation?  If Yes, please specify below**	Y  See expenses policy.
Do you want the Supplier to operate a rate cap management policy?	Y
If Yes, please specify:	HMRC Rates
Do you require the exclusion of sale of certain routes or	N

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airlines? Locations or accommodation providers?	
If Yes, please explain the reasons behind such exclusion:	
Do you require pre-trip authorisation?	International: Y Domestic: N
If Yes, please specify:	For international flight bookings, the booker must provide an OTA number.  Anything above policy cap rates will need approval.
Do you require a bespoke automated attendant model and/or interactive voice response telephone script?	N
If Yes, please specify:	
Do you require the facility to book valuable or sensitive items on flight or rail bookings?	N
If Yes, please specify:	
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile?	Y

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If Yes, please specify:	Third party travellers will not have a known profile.
Have you provided a copy of your Travel Policy?	Y
Any other policy requirements? If Yes, please specify:	Expenses Policy
Any other special booking requirements? If Yes, please specify:	No

## Flight Duration Policy\*

Flight Duration in hours	Class of Travel Permitted	Comments:
8+ (total flight time)	Premium Economy	Refer to International Travel Policy.

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Accommodation Spend Limits\*\*

Location :	Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments :
London	See Expenses Policy		
Outside of London	See Expenses Policy		
Other major cities (up to 5)	See Expenses Policy		

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.

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