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

**Order Form Template**

CALL-OFF REFERENCE: C1000679

THE BUYER: Government Property Agency (The Minister for the

 Cabinet Office on behalf of the Crown

 represented by the Government Property Agency)

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**.

SUPPLIER REFERENCE NS300031\_March 2025

THE SUPPLIER: Cinos Limited

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

REGISTRATION NUMBER: 06414023

DUNS NUMBER: 210969666

SID4GOV ID: 210969666

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5th of February 2025 at Contract Award.

It’s issued under the Framework Contract with the reference number RM6116 for the provision of Audio Visual Technical Consultancy and Commissioning.

CALL-OFF LOT(S):

RM6116: Network Services 3 - Lot 4b

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) RM6116
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6116
	+ 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) (Not Required)
	+ 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 RM6116
	+ 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 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ 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 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6116
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.

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.

CALL-OFF SPECIAL TERMS

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

Special Term 1: Without prejudice to the remaining provisions of this Call-Off Contract, the supplier shall provide the Services in accordance with the following terms: GPA Supplier Assurance Security Schedule Short O\_OS v0.1 2023 (see Buyer’s Security Policy below).

Special Term 2: The Supplier must be accredited to Cyber Essentials Plus and/or ISO27001 Certification.

Special Term 3: The Supplier acknowledges and agrees that it will provide the Services from time to time for the benefit of the end users as notified to the Supplier by the Buyer from time to time. Where the Buyer requires the Supplier to provide the Services, the Parties shall follow the process set out in Call Off Special Schedule 1 (Work Order Process). Where a Work Order has been agreed in accordance with the process set out in Call Off Special Schedule 1 (Work Order Process), the Supplier shall fulfil such Work Order in accordance with this Call Off Contract. For the avoidance of doubt, the scope of works set out in an agreed Work Order shall be considered "Services" for the purposes of this Call Off Contract.

Special Term 4: Service Recipients

"**Service Recipients**" means the end beneficiaries of the Services as further detailed in the Statement of Requirements and as set out in the relevant Work Order.

The Parties agree that the Buyer, on its own behalf and as agent for each of the Services Recipients, shall:

* have conduct of all claims and Disputes and the Buyer shall procure that the Services Recipients do not bring any claim under this Call-Off Contract directly; and
* recover Losses suffered by any of the Services Recipients as if such Losses were suffered or incurred by the Buyer.

Special Term 5:

The Supplier acknowledges and accepts that from the date of signature of this Call-Off Contract the relevant obligations in this Call-Off Contract apply its provision of the Implementation Services and the Call-Off Start Date is the date for the commencement of the Services (notwithstanding the Implementation Services).

CALL-OFF START DATE: **01 May 2025**

CALL-OFF EXPIRY DATE: **30 April 2028**

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months from the Call-Off Start Date

CALL-OFF OPTIONAL EXTENSION PERIOD: Two extension periods up to a maximum of two years each from the expiry of the Call-Off Initial Period (or such Extension Period) being no more than four years in total

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 9 months

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

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 Contract Year is **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

The Maximum charges during the Initial Contract Period is **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

For each extension option the Maximum charges can be increased by **REDACTED TEXT under FOIA Section 43 Commercial Interests**.for a total maximum contract value of **£37,128,343 (ex-VAT)** over the full contract term (7 years).

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment is to be made via BACS transfer once in receipt of a valid invoice.

Payments will be invoiced in accordance with the below:

Professional Services – 50% invoiced on receipt of a valid PO and 50% on invoiced on completion, or valuation agreed by the Buyer.

Hardware – Invoiced on Delivery to the Buyer or to the Supplier (as agreed), or if installation is required, 50% invoiced on delivery to the Buyer and 50% invoiced following successful installation.

Full time equivalent Support – Invoiced Monthly in arrears

Service Management Option A - Service Vouchers - Invoiced in advance for agreed number of service vouchers

Service Management Option B - Full Service Management - Service Desk and Labour Charges - Invoiced Monthly in advance - Licenses and Reporting - Invoiced annually in advance

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

Not applicable.

BUYER’S SECURITY POLICY

GPA Supplier Assurance Security Schedule Short O\_OS v0.1 2023 (see the embedded Schedule below).



SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

SERVICE (MANAGEMENT) REPORT FREQUENCY

Monthly: By the 10th Working Day of the following month.

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

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**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Schedule 5 - Pricing Details, Contractual Documents

All submitted bid documents / proposals.

SERVICE CREDITS

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

The Service Credit Cap is: As defined in Call-Off Schedule 14 (Service Levels).

The Service Period is: one Month

A Critical Service Level Failure is:

• Failure to achieve the required performance threshold for the ‘Reporting’ service level for in three or more separate (consecutive and/or non-consecutive) months during any 12-month rolling period; and/or

• failure to achieve the required performance threshold for the ‘Response and resolution targets’ service level for in three or more separate (consecutive and/or non-consecutive) months during any 12-month rolling period; and/or

• failure to achieve the 99.99% ‘Service Availability’ threshold in three or more separate (consecutive and/or non-consecutive) months during any 12-month rolling period.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in reference to the social value proposal detailed in Call-Off Schedule 4 (Call-Off Tender), to finalise the social value Key Performance Indicators included in Schedule 20 (Specification) in conjunction with the Buyer, within 90 days of the contract signature date, or as agreed with the Buyer, and thereon comply with the agreed commitments.

|  |  |
| --- | --- |
| **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: | Executive Director  | Role: | Head of Commercial |
| Date: |  | Date: |  |

**CALL OFF SPECIAL SCHEDULE 1 – WORK ORDER PROCESS**

1. **Definitions**

**"Work Order"** means a work order containing the information set out in Appendix A to this Call Off Special Schedule 1 which records the particular services required in relation to a particular removal/relocation;

**"Work Order Services"** means the services as set out in the relevant Work Order

1. **Work Order Services**

The Buyer and the Supplier may, during the Contract Period, from time to time enter into one or more Work Orders for the provision of the Services which contains at least the information set out in Appendix A.

1. **Work Order requests**
	1. From time to time the Buyer may require that the Supplier provides a proposal in respect of a particular removal/relocation.
	2. Subject to paragraph 3.3, following receipt of a request as referred to in paragraph 3.1, the Supplier shall prepare and deliver to the Buyer a draft Work Order.
2. **Draft Work Order**
	1. The Supplier shall include in every draft Work Order at least the following information:
		1. a statement confirming its ability to comply with the Work Order, provided that, where the Supplier is unable to fully comply with the Work Order, the Supplier shall give full details as to how and why its ability to comply is limited and any proposals to address that inability;
		2. the proposed timetable for execution of the Work Order including the date of the relevant activities thereunder (including the date and time of completion); and
		3. such other information as may be requested in the Work Order request submitted by the Buyer.
	2. The Buyer shall evaluate the draft Work Order and may then:
		1. request clarifications to the draft Work Order (in which case, the provisions of paragraph 4.3 shall apply); or
		2. propose amendments to the draft Work Order (in which case, the provisions of paragraph 4.3 shall apply); or
		3. indicate its intention to accept the draft Work Order (in which case, the provisions of paragraph 4.4 shall apply); or
		4. indicate its intention to (i) reject the draft Work Order or (ii) withdraw its request for a Work Order (and, in either case, the provisions of paragraph 4.4 shall apply).
	3. Where the Buyer requests clarifications or proposes amendments to any draft Work Order, the Supplier shall respond to such clarifications within three (3) Working Days following receipt, and the Supplier shall provide an amended draft Work Order as part of such clarifications.
	4. Unless otherwise agreed by the Buyer, all draft Work Orders (and amendments thereto) shall be valid for a period of one hundred and eighty (180) days from delivery to the Buyer and shall expire unless made binding on the Parties. Where the Buyer wishes to accept any Work Order, such acceptance shall not be binding on the Parties until the Work Order is signed by both partes.
	5. All Work Orders will be part of and subject to the terms and conditions of this Call-Off Contract. If there is any conflict between the terms specified in a Work Order and any other provision of this Call-Off Contract, then for the purposes of the relevant Work Order only, the terms of the Work Order shall prevail.
3. **Delivery of Work Orders**
	1. The Supplier shall deliver agreed Work Orders in accordance with the relevant Work Order and in accordance with the provisions of this Call Off Contract.
	2. The Supplier shall deliver Work Order Services:
		1. in accordance with to a pricing mechanisms contained in Call-Off Schedule 5 (Pricing Details) as selected in the Work Order, provided always that:
			1. the Supplier shall provide such information in respect of the pricing applicable to any Work Order as the Buyer may reasonably request (which may include full details of how the pricing has been calculated with reference to costs incurred by the Supplier, any margin or risk premium, and any other factor affecting the price to be paid by the Buyer); and
			2. the Supplier shall in no circumstances be entitled to any Charges under a Work Order for activities that are required to be performed by the Supplier under any other Work Order or otherwise under this Call-Off Contract (and where the Supplier will receive an efficiency saving as a result of the allocation of activity across Work Orders the Supplier shall be required to offer an equitable reduction in the associated Charges to reflect such saving).

**APPENDIX A - WORK ORDER TEMPLATE**

**SERVICES**

**Background:**

This Work Order is made under the Call-Off Contract between the Government Property Agency (the “**Buyer**”) and [***Enter Supplier Name***] (the “**Supplier**”) dated *[****Enter date of Call-Off Contract****]* (the “**Call-Off Contract**”)

**Instructions:**

**All** Sections must be completed

Words defined in the Call-Off Contract have the same meanings in this Work Order. Unless expressly set out otherwise in this Work Order, the default position under the Call-Off Contract will apply.

**OCCUPIER (SERVICE RECIPIENT): [GPA to insert]**

**CONTACT DETAILS AT OCCUPIER: [GPA to insert]**

**1. BUYER REQUIREMENT**

***[Drafting note: The Buyer shall detail the outcomes sought from the Supplier, detailing time constraints, deadlines and any other relevant information.]***

|  |
| --- |
| The Supplier shall provide the Services including those set out in Call Off Schedule 20 and in relation to this particular Work Order shall also provide the following:[TBD]  |

**2. SUPPLIER PROPOSAL & PERSONNEL**

***[Drafting note: Supplier shall detail the proposal which demonstrates that it fully understands the Buyer Requirement, the proposed approach to delivery and the Supplier Personnel who will be assigned to delivery of the Work Order.]***

|  |
| --- |
|  Supplier Proposal Supplier Delivery Approach Supplier Personnel  |

**3. INTELLECTUAL PROPERTY RIGHTS**

***[Drafting note: Supplier shall detail the New IPR and/or specially written software that will be created as a result of the the Buyer Requirement for this Work Order.]***

|  |
| --- |
| In accordance with Section 9 of the CCS Core Terms(version 3.0.11), the following New IPR and/or specially written software will be created by the supplier as a result of completing the below deliverables:* [New IPR or specially written software created]
* [New IPR or specially written software created]
 |

**4. BUYER POLICIES**

***[Drafting Note: Buyer to detail the Policies which will be appropriate and applied in delivery of this Work Order.]***

| **Buyer Policy** | **Reason for Application** |
| --- | --- |
|  |   |
|  |  |
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**5. ADDITIONAL INFORMATION**

***[Drafting Note: To the extent any further information is required, to be included here.]***

|   |
| --- |
|  |
| [***Other relevant information***] |
| [***Other relevant information***] |
| [***Other relevant information***] |

**6. AUTHORISATION**

The Parties agree to this Work Order being an agreed Work Order in accordance with the Call-Off Contract.

The Buyer hereby authorises the Supplier to commence work as set out in this Work Order and in accordance with the Call-Off Contract, the provisions of this Work Order and the issue of a duly authorised purchase order.

|  |  |
| --- | --- |
| *Authorisation (Buyer)**……………………………………………………………………**Signature* *…………………………………………………………………....**Name* | *Authorisation (Supplier)**……………………………………………………………………**Signature* *…………………………………………………………………....**Name* |