

## Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition)

CCS CALL-OFF REFERENCE: CCYZ21A01

DWP CALL-OFF REFERENCE: 23337

THE BUYER: Department for Work and Pensions

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: CLARITY TRAVEL LIMITED

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

REGISTRATION NUMBER: 07413801

DUNS NUMBER: 216951075

CALL-OFF START DATE: 16<sup>th</sup> December 2202

CALL-OFF EXPIRY DATE: 26<sup>th</sup> February 2025 (2 Years from the Go-Live Date)

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year, 0 Months

GO LIVE DATE: 27<sup>th</sup> February 2023

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated the 16<sup>th</sup> December 2022. 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:

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	✖	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3)

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		Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
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), as amended (as the case may be) by the Call-Off Special Terms.

**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 and Call-Off Special Schedules.
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)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6217:
    - Call-Off Schedule 1 (Transparency Reports)

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- Call-Off Schedule 2 (Staff Transfer) - Only the following parts of this Schedule shall apply to this Call Off Contract: Part C (No Staff Transfer on the Start Date) & Part E (Staff Transfer on Exit)
  - 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 12 (Clustering) – **NOT USED**
  - 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) – **NOT USED**
  - Call-Off Schedule 19 (Scottish Law) – **NOT USED**
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law) – **NOT USED**
  - Call-Off Schedule 23 (HMRC Terms) – **NOT USED**
5. The Core Terms (version 3.0.11)
  6. Joint Schedule 5 (Corporate Social Responsibility) RM6217
  7. Call-Off Schedule 4 (Call-Off Tender) provided 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/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:*

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- (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."*

## **Special Term 1**

A new paragraph 3A shall be added to Call-Off Schedule 9A (Part A: Short Form Security Requirements) as follows:

**"3A Cyber Essentials Scheme**

**3A.1** The Supplier shall obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Deliverables during the Contract. The

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Cyber Essentials Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

3A.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Contract Period after the first date on which the Contractor was required to provide a Cyber Essentials Certificate in accordance with paragraph 4A.1 (regardless of whether such failure is capable of remedy) shall constitute a material Default of this Contract.”

**Special Term 2**

A new paragraph 4A shall be added to Call-Off Schedule 9A (Part A: Short Form Security Requirements) as follows:

“4A Security Audit and Assistance

4A The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the “Information Security Questionnaire”) at least annually or at the request of the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.”

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification) as amended and/or supplemented by this Order Form (in accordance with the Call-Off Special Terms).

**Overseas Points of Sale**

Not Applicable.

**MAXIMUM LIABILITY**

1. The limitation of liability for the Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**CALL-OFF CHARGES**

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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:

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

**CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

The total anticipated potential value of this Call-Off Contract is up to a maximum of £30,000,000. The extension period has been included in this value.

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 (or bind the Buyer in any way) in relation to any minimum committed spend, volume or otherwise and such anticipated potential value will not be considered when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment on departure, bill back and or payment card.

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 be prepared to use electronic purchase to pay (P2P) routes, including Catalogue and e-Invoicing. Suppliers must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service Suppliers and systems.

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 AND EMAIL ADDRESS:****REDACTED TEXT under FOIA Section 40, Personal Information****REDACTED TEXT under FOIA Section 40, Personal Information****BUYER AUTHORISED REPRESENTATIVE****REDACTED TEXT under FOIA Section 40, Personal Information****BUYER'S ENVIRONMENTAL POLICY**

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The Supplier shall produce a Sustainable Development Policy Statement and Sustainable Development Plan within 6 (six) months of the Commencement Date and every Twelve (12) months thereafter.

Refer to Call-Off Schedule 20 - Specification

## **BUYER'S SECURITY POLICY**

DWP Procurement: security policies and standards – 9/04/18 - Last Updated 27/01/22

Available online at: <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

## **BUYER'S VETTING REQUIREMENTS**

All Supplier Staff assigned to this Contract shall be vetted in accordance with HMG's Baseline Personnel Security Standard (BPSS). BPSS comprises verification of the following four main elements:

- Identity
- Nationality and Immigration Status (including an entitlement to undertake the work in question)
- Employment history (past 3 years)
- Criminal record (unspent convictions only)

The Supplier shall provide a Contractor's Declaration within 4-weeks of the start of the Contract, in order to confirm that they have undertaken the necessary actions as part of implementation activity and then annually within one month of the end of each calendar year (e.g. by 31st January for year ending 31st December)

[Government baseline personnel security standard - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/bpss)

## **ICT POLICY – DWP Information Management Policy 9 (DWP Acceptable Use Policy/ DWP Information Security Policy)**

Through effective information management, DWP will comply with the following obligations:

The [Public Records Act \(link is external\)](#)([link is external](#)).

The [Data Protection Act \(DPA\) 2018 \(link is external\)](#)([link is external](#)).

[The General Data Protection Regulation \(GDPR\) \(link is external\)](#).([link is external](#))

The [Civil Service code \(link is external\)](#)([link is external](#)): (states you must keep accurate official records and handle information as openly as possible within the legal framework).

## **SUPPLIER AUTHORISED REPRESENTATIVE**

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**SUPPLIER'S CONTRACT MANAGER**

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

**PROGRESS REPORT FREQUENCY**

Refer to Call-off Schedule 1-Transparency Reports

Refer to Call-off Schedule 15 – Call-Off Contract Management

**PROGRESS MEETING FREQUENCY**

Refer to Call-off Schedule 15 – Call-Off Contract Management

**KEY STAFF**

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

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**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Contracting Authority: Key Staff

Supplier: Proposal and Pricing schedule and the Clarity SRMO document (security risk management overview document)

**SERVICE CREDITS**

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

**CRITICAL SERVICE FAILURE**

The following service levels from Call-off Schedule 14 (Service Levels) are deemed Critical Service Levels.

- SL1 - Online Booking System and mobile booking app availability
- SL4 - Telephone answering times



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- SL4 A - Real-time assistance service
- SL6 - Accuracy of documentation

Failure to meet any of these service levels on four consecutive occasions will be deemed a critical service failure.

**SERVICE PERIOD**

A Service Period is a Calendar month.

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

The Supplier must have a Guarantor to guarantee their performance using the form of guarantee in Annex 1 of Joint Schedule 8 (Guarantee)

**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)

Post Contract Signature, both parties will utilise the Suppliers response to the Technical Social value question to establish a social value key performance indicator, along with reporting metrics. This will be in addition to the SLA's highlighted in Call-Off Schedule 14.

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:	Clarity Crown Contract Manager	Role:	Head of Commercial Category
Date:	13 <sup>th</sup> Jan 2023	Date:	16 <sup>th</sup> January 2023