

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

Order Form

CALL-OFF REFERENCE: CCTM 22A01

THE BUYER: Home Office

BUYER ADDRESS 2 Marsham Street, London SW1P 4DF

THE SUPPLIER: Corporate Travel Management (North) Limited
SUPPLIER ADDRESS: Shire House, 2 Humboldt Street
Bradford BD1 5HQ

REGISTRATION NUMBER: 00488182

DUNS NUMBER: 213089972

SID4GOV ID: N/A

CALL-OFF START DATE: 26/02/2023

CALL-OFF EXPIRY DATE: **26/02/2025**

CALL-OFF INITIAL PERIOD: Two (2) Years

CALL-OFF OPTIONAL EXTENSION PERIOD: One (1) Year

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 21/02/2023

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	<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 1 (Definitions)
 - 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)
 - (AMENDED VERSION)
 - 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) ● CallOff
- 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) ○ CallOff Schedule 13
 - (Implementation Plan and Testing) ○ CallOff Schedule 14
 - (Service Levels) ○ CallOff Schedule 15 (Call-
 - Off Contract Management) ○ Call-
 - Off Schedule 16 (Benchmarking) ○
 - Call-Off Schedule 18 (Background Checks) ○ Call-Off
 - Schedule 20 (Call-Off Specification)

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;

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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

Option A: Not Applicable.

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is REDACTED TEXT under FOIA Section 43 Commercial Interests

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 £1,593,535,200 exc VAT

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

Payment can only be made following satisfactory delivery of Services in accordance with this Contract.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs and clearly state the purchase order number. This must be sent to the contract lead to approve.

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 CallOff Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

CTM will invoice the buyer on a weekly basis

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 43 Commercial Interests

BUYER AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information
Commercial Lead - Procurement

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

[Environmental principles policy statement - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

ICT POLICY

<https://www.gov.uk/government/publications/homeofficeinformationmanagement-policy>

SUPPLIER AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the last Working Day of each calendar month

PROGRESS MEETING FREQUENCY

On the first Working Day of each quarter

QUALITY PLANS

Not Applicable

KEY STAFF

None

KEY SUBCONTRACTOR(S)

TBC at contract Award

COMMERCIALLY SENSITIVE INFORMATION

Supplier's commercial information

SERVICE CREDITS

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

The Service Credit Cap is: 100% Supplier Profit per month.

The Service Period is: One Month

A Critical Service Level Failure is: See Schedule 14 (Service Levels).

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)]

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:	REDACTED TEXT under FOIA Section 40, Personal Information	Role:	REDACTED TEXT under FOIA Section 40, Personal Information
Date:	01 st March 2023	Date:	24 th March 2023