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

**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, when 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 **RM6342** for the provision of [**Insert** name of goods and services].

CALL-OFF LOT(S):

***[Buyer Guidance:*** *tick the applicable Lot(s) in the table immediately below. The Lot(s) selected will determine which paragraph(s) of Schedule 20 (Call-Off Specification) apply to the Call-Off Contract created by this Order Form.]*

|  |  |  |
| --- | --- | --- |
| **LOT NUMBER AND DESCRIPTION** | **Tick as applicable** | **SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS** |
| **Lot 1:** UK & Overseas 0 Booked Business Travel, Approved Civilian Programmes and Emergency Response Solutions | ☐ | (Mandatory Service Requirements All Lots)(Mandatory Service Requirements: Lots 1)(Lot 1: **6 - 6.449.9**) |
| **Lot 2:** UK-Booked National and International Business Travel | ☐ | (Mandatory Service Requirements All Lots)(Mandatory Service Requirements: Lots 2)(Lot 2: **7 - 7.772**) |
| **Lot 3:** Venue Find & Supporting Services for Meetings, Conferences & Events | ☐ | (Mandatory Service Requirements All Lots)(Mandatory Service Requirements: Lots 3)(Lot 3: **8 - 8.81**) |
| **Lot 4:** Venue & Vessel Accommodation & Wraparound Services | ☐ | (Mandatory Service Requirements All Lots)(Mandatory Service Requirements: Lots 4)(Lot 4: **9 - 9.65**) |

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.

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:

This contract has been categorised as a Gold contract in accordance with the Cabinet Office Contract Tiering Tool

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **[RM6342]**
3. The following Schedules in equal order of precedence:

[**Buyer guidance: 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.]

* Joint Schedules for **RM6342**
	+ 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 **[Insert** Call-Off reference number]
	+ 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)
	+ [Call-Off Schedule 9b (MOD Security) ]
	+ Call-Off Schedule 10 (Exit Management)
	+ [Call-Off Schedule 12 (Clustering) ]
	+ [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 17 (MOD Terms) ]
	+ Call-Off Schedule 18 (Background Checks)
	+ [Call-Off Schedule 19 (Scottish Law) ]
	+ [Call-Off Schedule 20 (Call-Off Specification)
	+ [Call-Off Schedule 21 (Northern Ireland Law)  ]
	+ [Call-Off Schedule 23 (HMRC Terms) ]
	+ [Call-Off Schedule 24 (Corporate Resolution Planning) ]
	+ Call-Off Schedule 25 (Managed Service Drawdown)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6342**

If Call-Off Schedule 9B (MOD Security) is incorporated into this Order Form, then Call-Off Schedule 9A (Security) shall not apply to the Call-Off Contract.

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**

[Buyer Guidance: insert any additional special terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none. Note, if you intend to amend Schedule 20 (Call-Off Specification) then any such amendments (whether such amendments modify or supplement such schedule) should be included here as they take precedence over Schedule 20 (Call-Off Specification)]

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 - Further Competition) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Direct Award). 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 4.5(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 removal of their activity in connection to this call of contract 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 last line
* Clause 14.4 shall be amended by the inclusion of the words “(including, but not limited to, the Supplier System as defined in Call-Off Schedule 6 )” 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 START DATE: **[Inset** Day Month Year]

CALL-OFF EXPIRY DATE: **[Inset** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF OPTIONAL EXTENSION PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: 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 **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

[Option A: Insert the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: 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)]

[**Delete** if not used: 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]
* [Variation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method stipulated by the Buyer in the Order Form.

The Supplier must facilitate any change of payment method requested by the Buyer on reasonable notice to the Supplier during the term of any Call-Off Contract and for the avoidance of doubt any such change shall not be subject to the provisions of Clause 24.

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

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’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]

KEY ROLES

|  |  |
| --- | --- |
| Supplier Framework Manager | [**Insert** name]**[Insert** role] [**Insert** email address]**[Insert** address]**[Insert** contract details] |
| Supplier Marketing Contact | [**Insert** name]**[Insert** role] [**Insert** email address]**[Insert** address]**[Insert** contract details] |
| Project Manager | [**Insert** name]**[Insert** role] [**Insert** email address]**[Insert** address]**[Insert** contract details] |
| Implementation Manager | [**Insert** name]**[Insert** role] [**Insert** email address]**[Insert** address]**[Insert** contract details] |
|  |  |

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

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]

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

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)]

|  |  |
| --- | --- |
| **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].