

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

Order Form Template

CALL-OFF REFERENCE:	CCNE24A01
THE BUYER:	Crown Commercial Service
BUYER ADDRESS	9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP
SUPPLIER REFERENCE	CCNE24A01
THE SUPPLIER:	Cinos Limited
SUPPLIER ADDRESS:	4.9 Frimley 4 Business Park, Frimley, Surrey, GU16 7SG
REGISTRATION NUMBER:	06414023
DUNS NUMBER:	210969666

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th September 2024.

It's issued under the Framework Contract with the reference number RM6116 for the provision of a Customer Service Telephony System.

CALL-OFF LOT(S):
Lot 4c Contact Centre Solutions

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. 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - 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 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 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6116
6. [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:

None

CALL-OFF START DATE: *Monday 16th September 2024*

CALL-OFF EXPIRY DATE: *Tuesday 15th September 2026*

CALL-OFF INITIAL PERIOD: **Two (2) years**

CALL-OFF OPTIONAL EXTENSION PERIOD: **One (1) year**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 Days

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 **£149,711.28**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) for breakdown of charges.

PAYMENT METHOD BY INVOICE

Payment can only be made following satisfactory delivery of:

Pre-agreed certified products and milestone deliverables as detailed at 7.3 Call Off Schedule 20- Specification.

Pre-agreed KPI/SLA measurements as detailed at 15.1 Call Off Schedule 20- Specification.

Agreement by the Buyer, to the completion of each milestone shall be required in writing prior to invoices being raised and payment being made by the Buyer for that milestone.

The Buyer retains the right to pay for a full milestone element for work undertaken where it has resulted in satisfactory completion and has resulted in a milestone being complete as work in progress, to the Buyer.

The Buyer retains the right to pay for a proportion of a milestone for work undertaken where it has resulted in a part complete milestone, as work in progress, to the Buyer.

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Where the Buyer identifies poor performance or consistent service outages in any rolling 4-week period against agreed service delivery and SLAs as detailed at 15.1 Call Off Schedule 20- Specification, the Supplier shall be required to attend a performance review meeting to understand the issues and how they intend to rectify them.

The Buyer will work with the Supplier to resolve any service failures; however, it will remain the Supplier's responsibility to resolve all supplier identified service failure issues to ensure the service is delivered against the agreed SLAs.

Consistent service outages will be defined by more than 1 episode of service outage per week.

Where a consistent service outage takes place, or failure to deliver the required service, CCS reserves the right to terminate the Contract early.

Initial 2 year period

Capital Cost (Professional Services) to be paid on completion of each Milestone 1-4.

All other charges to be paid in monthly instalments in arrears from December 24 – September 26

Extension period (if exercised)

Licences and other ongoing system management, 100% to be paid in 12 monthly instalments in arrears from September 26 - August 27.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACs

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

Framework Ref: RM6116
Project Version: vFinal1.1
Model Version: v3.8

Not applicable

SUPPLIER'S 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

Daily

PROGRESS MEETING FREQUENCY

Weekly initially, moving to quarterly

KEY STAFF

REDACTED TEXT under FOIA Section 40 Personal Information.

REDACTED TEXT under FOIA Section 40 Personal Information.

REDACTED TEXT under FOIA Section 40 Personal Information.

REDACTED TEXT under FOIA Section 40 Personal Information.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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 4 (Call-Off Tender)

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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:	13 th September 2024	Date:	13 th September 2024