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

**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 [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

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) **[Insert** framework reference number]
3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
4. Framework Special Terms [**Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. Remove this guidance too.]
5. The following Schedules in equal order of precedence:

[**CCS guidance: delete** any highlighted Schedule that is not listed in the final Framework Award Form. **Add** any Joint or Call-Off Schedules that have been added to the final Framework Award Form. You **must** ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at Framework award.]

[**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.]

[**Buyer guidance:** Joint Schedule 7 and Call-Off Schedule 8 contain optional terms which can be switched on by including the wording in the list below. These optional terms are for use where the Call-Off Contract is a Gold Contract only.]

* Joint Schedules for **RM6181**
  + 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)] [including Annex 5 – Optional Terms for Bronze Contracts] ]
  + [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)] [amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule] ]
  + [Call-Off Schedule 9 (Security) ]
  + [Call-Off Schedule 10 (Exit Management) ]
  + [Call-Off Schedule 12 (Clustering) ]
  + [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 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 22 (Lease Terms) ]
  + [Call-Off Schedule 23 (HMRC Terms) ]
  + [Call-Off Schedule 24 (Supplier Furnished Terms)    ]

1. CCS PSC Outsourcing Core Terms (Version 1)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6181**
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:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none)

*Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

*(i) specified in this Contract; or*

*(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

*Special Term 2 – For the period of one year commencing with the Start Date, Clause 2.8 of the Core Terms shall be deleted and replaced with the following:*

* 1. *“The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:*
  2. *verify the accuracy of the Due Diligence Information; or*
  3. *properly perform its own adequate checks,*

*unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure would not have occurred but for an error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Start Date, Clause 2.8 of the Core Terms v3.0.11 shall be reinstated. ”*

*Special Term 3 – Where, within one year of the Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Authority to the Supplier, at the next meeting of the Operational Board (as defined in Call-Off Schedule 15 (Call-Off Contract Management)), the Operational Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Operational Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 34 of the Core Terms.*

[Special Term 4 ]

[None]

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 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 12.2 of the Core Terms.

**[Buyer guidance:** you can change the cap on liability in Clause 12.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

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

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[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 by direct award or if not otherwise 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:

* [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]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles [do not] apply to this Call-Off Contract.

**[Guidance** delete reference to “[do not]” if they apply]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives [do not] apply to this Call-Off Contract.

**[Guidance** delete reference to “[do not]” if they apply]

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]

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].