**FRAMEWORK SCHEDULE 4**

**[TEMPLATE] SHORT CALL OFF ORDER FORM**

|  |
| --- |
| **GUIDANCE NOTE:**  The Parties' attention is drawn to the various guidance notes and information/schedules in square brackets to complete/settle prior to signing the Call Off Contract, which are highlighted in YELLOW in this document.  Before any Call Off Contract is entered, the Customer should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).  The guidance notes have been included to assist the Customer in completing the required information with sufficient detail, but are not exhaustive.  If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Call Off Order Form and Template Call Off Terms prior to those becoming the Call Off Contract, this will be agreed between the parties.  Delete this page before entering the Call Off Contract. |

0)

aNNEX 1 TO PART 1 – [TEMPLATE] SHORT CALL OFF ORDER FORM

|  |
| --- |
| **GUIDANCE NOTE:**  In completing the Template Short Call Off Order Form, Customers must ensure that they are act in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33. In particular, Customers entering into the Call Off Contract following a direct award should complete the Template Short Call Off Order Form without modification to the Template Call Off Terms governing the provision of the Services; and by inserting or confirming only those sections which are necessary for the Call Off Contract to be formed without re-opening competition.  A copy of the governing RM3820 framework agreement is available on request from CCS. Please contact CCS on [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk) to request a copy. |

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **Spend Analysis and Recovery Services 2 (RM3820)** dated **16/01/2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

|  |  |  |
| --- | --- | --- |
| Order Number | **[ ]** | **GUIDANCE NOTE:** include order number. |
| From | **[ ]**  **("CUSTOMER")** | **GUIDANCE NOTE:** specify the full name of the Customer and the Customer Representative. |
| To | **[ ]**  **("SUPPLIER")** | **GUIDANCE NOTE:** specify the full name of the Supplier and the Supplier Representative. |

SECTION B

1. call off contract period

|  |  |  |
| --- | --- | --- |
|  | **Commencement Date**: **[ ]** | **GUIDANCE NOTE:** insert the commencement date for the Initial Period. |
|  | **Expiry Date**:  End date of Initial Period **[ ]**  End date of Extension Period **[ ]**  Minimum written notice to Supplier in respect of extension: **[ ]** | **GUIDANCE NOTE:** insert the expiry date for the Initial Period; the expiry date of any Extension Period; and the minimum period of written notice to be given to the Supplier where the Call Off Contract is to be extended from the expiry of the Initial Period (it is suggested that for long term contracts this should normally be no less than 3 months). |

1. Services

|  |  |  |
| --- | --- | --- |
| 2.1. | **Services required**:  In Annex 1 of Call Off Schedule 2 (Services) (at the end of this document) | **GUIDANCE NOTE:** include in Annex 1 of Call Off Schedule 2 (Services) a description of the Services required under this Call Off Contract. Details of all the Services available at framework level can be found in Part A of Framework Schedule 2 (Services). |

1. Implementation Plan – not applied
2. contract performance

|  |  |  |
| --- | --- | --- |
| **4.1** | **Service Levels/Service Credits**:In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) (at the end of this document)  **Service Credit Cap:** Not applied  **Customer periodic reviews of Service Levels:** Not applied | |
| **4.2** | **Critical Service Level Failure**:  **[**Not applied**]**  **[**OR**]**  **[*Other*]** | **GUIDANCE NOTE:** This provides the Customer with a right to retain and deduct Call Off Contract Charges as compensation or terminate the Call Off Contract for material Breach if there is a Critical Service Level Failure.  If Critical Service Level Failure is required, populate the specific instances which shall constitute Critical Service Level Failure. |
| **4.3** | **Performance Monitoring:** As per Part B of Schedule 6 of the Call Off Terms (Service Levels, Service Credits and Performance Monitoring) | |
| **4.4** | **Period for providing Rectification Plan:** As per Clause 38.2.1(a) of the Call Off Terms | |

1. personnel – not applied
2. PAYMENT

|  |  |  |
| --- | --- | --- |
| **6.1** | **Call Off Contract Charges (including any applicable discount(s), but excluding VAT):**  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) (at the end of this document) | **GUIDANCE NOTE:**  Insert the applicable Call Off Contract Charges in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).  The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure). |
| **6.2** | **Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):**  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) (at the end of this document) | **GUIDANCE NOTE:**  Insert details of the payment terms/profile in Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). |
| **6.3** | **Reimbursable Expenses**: Not permitted | |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): **[ ]** | |
| **6.5** | **Call Off Contract Charges fixed for:** The duration of this call off agreement | |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  **[ ]** of each Call Off Contract Year during the Call off Contract Period | **GUIDANCE NOTE:**  Insert the dates in each Call Off Contract Year on which the Supplier is obliged to carry out periodic assessments of the Call Off Contract Charges with a view to reducing them. |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges**: Not Permitted | |

1. LIABILITY and insurance

|  |  |
| --- | --- |
| **7.1** | **Supplier’s limitation of Liability:** In Clause 36.2.1 of the Call Off Terms |

1. supplier information

|  |  |  |
| --- | --- | --- |
| **8.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  **[ ]** | **GUIDANCE NOTE:** Consider if inspection of the Sites by the Supplier is required.  Insert any issues raised by the Supplier in respect of any aspects of the Sites, Customer Assets, Customer Property that may affect the provision of the Services and any agreed action to be taken in respect thereof. |
| **8.2** | **Commercially Sensitive Information**:  **[ ]** | **GUIDANCE NOTE:** Specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it |

1. OTHER CALL OFF REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **9.1** | **Recitals:** Recital A | |
| **9.2** | **Security**: Select short form security requirements | |
| **9.3** | **Protection of Customer Data**:  **[ ]** | **GUIDANCE NOTE:** If required from the outset, specify the format for the Supplier to supply the Customer Data to the Customer when needed. |
| **9.4** | **Notices:**  Customer’s postal address and email address: **[ ]**  Supplier’s postal address and email address: **[ ]** | **GUIDANCE NOTE:** Specify the postal address and email address of both the Customer and the Supplier for the purpose of serving notices. |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

Annex 1 of Call Off Schedule 2 (Services)

|  |
| --- |
| **GUIDANCE NOTE:**  Include here a description of the Services required under this Call Off Contract. Details of all the Services available at framework level can be found in Part A of Framework Schedule 2 (Services). |

Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

| Service Levels | | | |
| --- | --- | --- | --- |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold |
| Accurate and timely billing of Customer | Accuracy /Timelines | at least 98% at all times | [ ] |
| Access to Customer support | Availability | at least 98% at all times | [ ] |
| Complaints Handling | Availability/Timelines | At least 98% at all times | [ ] |
| provision of specific Services | Quality | at least 98% at all times | [ ] |
| Timely provision of the Services [\*\* hours a day, \*\* days a week.] | Services Availability | at least 98% at all times | [ ] |

Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

|  |
| --- |
| **GUIDANCE NOTE:**  Insert the applicable Call Off Contract Charges here. The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure). |

Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

|  |
| --- |
| **GUIDANCE NOTE:**  Insert details of the payment terms/profile. |