**Crown Commercial Service**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Call Off Order Form for Corporate Finance Services Two**

**RM6169**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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 any updated Schedule(s)** 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 is issued under the Framework Contract with the reference number RM6169 for the provision of corporate finance services.

**CALL-OFF LOT(S):**

[**Insert** the relevant lot number(s)]

**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) RM6169
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 RM6169 Corporate Finance Services 2**
  + 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)
  + Joint Schedule 8 (Guarantee)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* **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 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 19 (Scottish Law)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 21 (Northern Ireland Law)

1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6169
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. ]

[Special Term 2. ]

[Special Term 3. ]

[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 11.2 of the Core Terms.

**[Buyer guidance:** In the Call-Off Special Terms, you can change the cap on liability detailed in Clause 11.2 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 (Pricing Details) 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)]

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)

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**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4

**PAYMENT METHOD**

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

**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 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** Not applicable **or insert** report frequency:e.g.First Working Day of each month]

**PROGRESS MEETING FREQUENCY**

**[Insert** Not applicable **or insert** meeting frequency**:** e.g. First Working Day of each month]

**KEY STAFF**

[**Insert** name]

[**Insert** role]

[**Insert** email address]

[**Insert** address]

**KEY SUBCONTRACTOR(S)**

[**Insert** Not applicable **or insert** Key Subcontractor(s) registered name)]

**COMMERCIALLY SENSITIVE INFORMATION**

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

**SERVICE CREDITS**

[**Insert** Not applicable **or insert** 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)

**BUYER’S ENVIRONMENTAL and SOCIAL VALUE POLICY**

[**Insert details** [Document name] [version] [date] [available online at:] **or insert:** [Appended at Call-Off Schedule X]]

**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)]

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