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

***[Buyer guidance:*** *before sending this Order Form for signing, remove all buyer and CCS guidance notes – these are those notes highlighted in green]*

***[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 you, as the Buyer, complete the information required in any Call-Off Schedule which you have indicated in this Order Form applies to the Call-Off Contract (see Call-Off Incorporated Terms section below), then* ***you must send the completed Call-Off Schedule(s)*** *with the Order Form to the Supplier]*

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract internal 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]

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]

***[Buyer Guidance:*** *If there is an implementation plan, selection option A. If there is no implementation plan, select option B and insert the go-live date. Refer to the definition of “Go Live” in Joint Schedule 1 (Definitions) for the context in which this date is used.*

GO LIVE DATE: [Option A: **Insert** as specified in the Implementation Plan (if applicable)] or [Option B: **Insert** Day Month Year].

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Deliverables and dated [**Insert** date of issue].

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

**CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:**

*[****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.]*

|  |  |  |
| --- | --- | --- |
| **Column 1** | | **Column 2** |
| **LOT NUMBER AND DESCRIPTION** | **Tick as applicable** | **SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS** |
| Lot 1: Booking Solutions UK Points of Sale – Low Touch | ☐ | Paragraph 3 (Mandatory Service Requirements All Lots)  Paragraph 4 (Mandatory Service Requirements: Lots 1-3)  Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch) |
| Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch | ☐ | Paragraph 3 (Mandatory Service Requirements All Lots)  Paragraph 4 (Mandatory Service Requirements: Lots 1-3)  Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch) |
| Lot 3: Booking Solutions Specialist Needs | ☐ | Paragraph 3 (Mandatory Service Requirements All Lots)  Paragraph 4 (Mandatory Service Requirements: Lots 1-3)  Paragraph 7 (Lot 3: Booking Solutions Specialist Needs) |
| Lot 4: Booking Solutions Venues & Events | ☐ | Paragraph 3 (Mandatory Service Requirements All Lots)  Paragraph 8 (Lot 4: Booking Solutions Venues & Events) |

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.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. 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.]*
4. 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.* ***Remove*** *any highlighting remaining before finalising this Order Form*.]

* Joint Schedules for RM6217:
  + 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 RM6217:
  + 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) [PART A] or [PART B]

***[Buyer Guidance:*** *if Schedule 9A is incorporated into the Call-Off Contract, select whether Part A (Short Form) or Part B (Long Form) applies by deleting the one that does not apply.]*

* + Call-Off Schedule 10 (Exit Management)
  + 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 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 9B (MOD Security)]
  + [Call-Off Schedule 17 (MOD Additional and Data Processing Terms]

1. The Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6217
3. [Call-Off Schedule 4 (Call-Off Tender) provided 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.]

If the Buyer is the Ministry of Defence (MOD) then Call-Off Schedule 9B (MOD Security) and Call-Off Schedule 17 (MOD Additional and Data Processing Terms) shall be deemed to be incorporated into this Order Form. The Parties agree that 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/performance.

**CALL-OFF SPECIAL TERMS**

*[****Buyer Guidance: no*** *further Special Terms may be included in this Order Form. If the Buyer requires Special Terms it may only do so by following the further competition procedure and using the further competition order form]*

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 - Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition). If allowed by the Regulations, the Buyer can:*

* 1. *make changes to the Order Form Template;*
  2. *create new Call-Off Schedules;*
  3. *exclude optional template Call-Off Schedules; and/or*
  4. *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 4.3(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 termination 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 “i*n the Contract Year in which termination occurs*” will be added before the words “*if the Contract*” in the second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference “3.2.10” is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* 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 DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification).

**Overseas Points of Sale**

***[Buyer guidance:*** *select option A if this is either a Lot 1 procurement or the Lot 2 service requirements set out in Paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) of Call-Off Schedule 20 (Call-Off Specification) do not apply to any countries other than the United Kingdom.]*

[Option A: **Insert** Not Applicable.]

***[Buyer guidance:*** *selection option B where this is a Lot 2 procurement and the Lot 2 service requirements set out in Paragraph 6 (Booking Solutions UK & overseas points of sale - high touch) of Call-Off Schedule 20 (Call-Off Specification) will apply to points of sale located in countries other than the United Kingdom. For the Lot 2 service requirements to apply, the applicable countries must be listed below. Where option B is selected, you will need to consider including any applicable local amendments in Annex 2 (Local Amendments) of Call-Off Schedule 20 (Call-Off Specification). Refer to Paragraphs 6 (Booking Solutions UK & overseas points of sale - high touch) of Call-Off Schedule 20 (Call-Off Specification) for further information.]*

[Option B: **List** the applicable countries.]

**MAXIMUM LIABILITY**

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)]

[**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)]

**CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

***[Buyer Guidance:*** *state the anticipated potential value of the Call-Off Contract (this can be expressed as a range) over the Call-Off Period]*

The total anticipated potential value of the Call-Off Contract is in the following potential range [**insert** range].

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

**REIMBURSABLE EXPENSES**

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

**PAYMENT METHOD**

[**Insert** payment method(s) e.g. BACS and necessary details]

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

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for 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 AUTHORISED REPRESENTATIVE**

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**BUYER’S ENVIRONMENTAL POLICY**

***[Buyer Guidance:*** *if appending the environmental policy to this Order Form add an appendix 1 after the signature block and include the applicable environmental policy.]*

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

**or insert:** [Appended at Appendix 1 to this Order Form and such Appendix is incorporated into this Order Form]

**BUYER’S SECURITY POLICY**

***[Buyer Guidance:*** *if appending the security policy to this Order Form add an appendix after the signature block, include the applicable security policy and insert the appendix number below (this will either be 1 or 2, depending on whether an environmental policy is included also).]*

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

**or insert:** [Appended at Appendix [X] to this Order Form and such Appendix is incorporated into this Order Form]

***[Buyer Guidance:*** *if appending the ICT policy to this Order Form add an appendix after the signature block, include the applicable ICT policy and insert the appendix number below (this will either be 2 or 3, depending on whether an environmental policy is included also).]*

**ICT POLICY**

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

**or insert:** [Appended at Appendix [X] to this Order Form and such Appendix is incorporated into this Order Form]

**SUPPLIER 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]

**QUALITY PLANS**

**[Insert timescale for development of Quality Plans:** within [X] [days][weeks][Months] of the Start Date]

**KEY STAFF**

***[Buyer Guidance:*** *if Call-Off Schedule 7 (Key Supplier Staff) applies this section needs completing. If the above schedule is not applicable, then insert “none”]*

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]

**KEY SUBCONTRACTOR(S)**

***[Buyer Guidance:*** *if Joint Schedule 6 (Key Subcontractors) applies this section needs completing. If the above schedule is not applicable, then insert “none”]*

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

**COMMERCIALLY SENSITIVE INFORMATION**

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

**SERVICE CREDITS**

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 Guarantor to guarantee their performance using the form of guarantee in Annex 1 of Joint Schedule 8 (Guarantee)

**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 3 (Continuous Improvement) and/or 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.]*