**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:** Remove this section following completion

**Key:**

1. *Sections Highlighted in Yellow are guidance notes and should be removed by the Buyer before publication/ return to CCS*
2. *Sections highlighted in Green are for the Buyer to populate*
3. *Sections highlighted in Blue are for the Supplier to populate*

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

It’s issued under the Framework Contract with the reference number RM6305 National Fuels 3 Agreement for the provision of Biomass. As stated within the Site Addition Template

CALL-OFF LOT(S):

**[Insert** the region(s) of your requirement(s)]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  | **Lot Number** | **Lot Description** | **Relevant (Yes/ No)** |  |
|  | 3 | Biomass - Scotland North | Yes / No |  |
|  | 3 | Biomass - Scotland West | Yes / No |  |
|  | 3 | Biomass - Scotland Central | Yes / No |  |
|  | 3 | Biomass - Scotland South | Yes / No |  |
|  | 3 | Biomass - England North West | Yes / No |  |
|  | 3 | Biomass - England North East | Yes / No |  |
|  | 3 | Biomass - England Midlands | Yes / No |  |
|  | 3 | Biomass - England East Anglia | Yes / No |  |
|  | 3 | Biomass - England London & South East | Yes / No |  |
|  | 3 | Biomass - England South | Yes / No |  |
|  | 3 | Biomass - England South West | Yes / No |  |
|  | 3 | Biomass - South Wales | Yes / No |  |
|  | 3 | Biomass - North Wales | Yes / No |  |
|  | 3 | Biomass - Northern Ireland | Yes / No |  |
|  |  |  |  |  |

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. **RM6305** Joint Schedule 1 (Definitions and Interpretation)
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. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:

[**Buyer guidance:** The schedules highlighted in yellow may not be required for a Biomass contract. You will need to do to your own due diligence and review before you **delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed (i.e. Call-Off Schedule 25), 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 **RM6305**
  + 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 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 Buyer’s contract 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)]
  + [Call-Off Schedule 9 (Security)]
  + [Call-Off Schedule 10 (Exit Management)]
  + [Call-Off Schedule 11 (Installation Works)]
  + [Call-Off Schedule 12 (Clustering)]
  + [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) N/A]
  + [Call-Off Schedule 23 (HMRC Terms)]
  + [Call-Off Schedule 24 (Corporate Resolution Planning]
  + [Call-Off Schedule 25 ()]

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6305**
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:

[The following three special terms have been incorporated by CCS into the framework schedule 6 for the supply of Biomass. If you have additional special terms to add, please start from Special Term 4]

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

SPECIAL TERM 1

Clause 3.2.11 of the Core Terms is amended to read as follows:

“The Buyer may cancel any order or part order of Goods which has not been Delivered provided the Buyer gives the Supplier not less than 24 hours notice. If the Buyer gives less than 24 hours notice then it will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.”

SPECIAL TERM 2

Clause 10.2.2 of the Core Terms is amended to read as follows:

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days’ written notice.”

SPECIAL TERM 3

Clause 10.5 of the Core Terms is amended to read as follows:

“**10.5 When the supplier can end or suspend the contract**

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate or suspend a Call-Off Contract if the Buyer fails to pay an undisputed invoice sum due within 30 days of the date of the Reminder Notice.”

[None]

CALL-OFF START DATE: **[Insert** Day Month Year]

CALL-OFF EXPIRY DATE: **[Insert** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

Deliverables are listed in the Site Addition Template

DELIVERY TERMS

Buyer Guidance: For Buyers to specify the required delivery terms and specify in this section of this Order Form.

Buyers to add details in the delivery terms above as per the site addition list including delivery requirements

|  |  |
| --- | --- |
| Standard 3 working days: | Yes/ No |
| AM or PM deliveries: | AM/ PM |
| Scheduled orders: | Yes/ No |

Standard 3 working days: delivery within 3 working days from the point of order

AM or PM deliveries: if required, the buyer can specify AM or PM delivery preference

Scheduled orders: if required, the buyer can arrange deliveries in advance specifying the required scheduled of orders in this section of the framework schedule. Buyers will need to ensure that the information provided here correlates with the data provided in the Site Addition Template

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**[Buyer guidance:** you can change the cap on liability 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

Prices charged to the Buyer under this contract will be made up of the following:

* Supplier Margin (Fixed for the duration of this Call-Off Contract)
  + Prices in GBP per tonne including the cost to deliver to the locations stated in the Site Addition Template
* CCS Management Fee (Fixed for the duration of this Call-Off Contract at 1% of spend)

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Indexation]
* [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]

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 or, N/A]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter or, N/A]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]

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** 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 stated within the suppliers Framework Tender Response **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) or **Insert** Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | … | Signature: | … |
| Name: | … | Name: | … |
| Role: | … | Role: | … |
| Date: | DD/MM/YYYY | Date: | DD/MM/YYYY |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].