**Framework Schedule 6b (Order Form Template and Call-Off Schedules) for Lot 4**

**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 RM6353 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) RM6353
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: 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 RM6353
	+ 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** 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)
	+ 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 23 (HMRC Terms)
	+ Call-Off Schedule 24 (Corporate Resolution Planning
	+ Call-Off Schedule 25 (Supplier Furnished Terms)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6353
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

Clause 3.1.2 of the Core Terms is amended to read as follows:

“The Supplier must provide the Deliverables with a warranty of at least 12 months from Delivery against all obvious defects.”

Special Term 2

Where the Goods are rented or leased, Clause 3.2 of the Core Terms will not apply.

Special Term 3

Clause 3.2.2 of the Core Terms is amended to read as follows:

“All manufacturer warranties covering the Goods must either be assignable to the Buyer on request, and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free.”

Special Term 4

Clause 3.2.3 of the Core Terms is amended to read as follows:

“The Supplier transfers ownership of the Goods on payment for those Goods.”

Special Term 5

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

“The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order provided the Supplier takes all reasonable steps to minimise these costs.”

Special Term 6

Clause 3.2.12 of the Core Terms is amended to read as follows:

“The Supplier must at its own cost repair, replace or substitute any Goods that the Buyer rejects because they don’t conform to Clause 3.”

Special Term 7

Clause 4.9 of the Core Terms is deleted.

Special Term 8

Clause 4.10 of the Core Terms is deleted.

Special Term 9

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 or liability by giving the Supplier not less than 180 days’ written notice within the first 12 months of the Call-Off Start Date and 90 days written notice thereafter.”

Special Term 10

Clause 11.2 of the Core Terms is amended to read as follows:

“Each Party’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form.”

Special Term 11

Clause 16.1 of the Core Terms is amended to read as follows:

“The Supplier must tell the Relevant Authority within 2 (two) Working Days if it receives a Request For Information.”

Special Term 12

Clause 14(6) of the Core Terms is amended to read as follows:

“14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may:

1. tell the Supplier to restore or get restored Government Data as soon as practicable but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issues, whichever is earlier; or
2. in the event the Supplier does not comply with Clause 14.6(a) above restore the Government Data itself or using a third party.

Special Term 13

The Core Terms are amended to include the following new clause:

“10.9 Terminating the contract for Default

10.9.1 The Buyer agrees that the Supplier shall be given the opportunity to remedy a remediable Default prior to a right of termination arising.

10.9.2 The Buyer will only exercise its right to terminate for a Default which is either:

(i) not remediable; or

(ii) if remediable, is not corrected to the satisfaction of the Buyer within 10 days of receipt of a written request from the Buyer to do so or, if there is one, is not corrected in accordance with an accepted Rectification Plan.”

Special Term 14

Clause 10.4.1(h) of the Core Terms is amended to read as follows:

(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing (unless the Change of Control of the Supplier results in the Control of the Supplier remaining with any entity which controls, is controlled by, or is under common control of the Supplier’s parent company).

Special Term 15

The Core Terms are amended to include the following new clause:

14.9 The Buyer agrees and consents to the Supplier anonymising and analysing non-personal telematics data collected during the Call-Off Contract for use in benchmarking activities only.

Special Term 16

The Core Terms are amended to include the following new clauses:

6.9 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

1. complies with the Supplier’s operating procedures; and
2. does not unreasonably disrupt the Supplier or its provision of the Deliverables.

6.10 The Buyer must give the Supplier 10 Working Days’ notice of a scheduled Audit.

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

**[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:** 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

**[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:

* [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]

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]

**[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** 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].