**APPLICABLE FRAMEWORK CONTRACT**

This Simple Order Form is for the provision of the Call-Off Deliverables subject to the Standard Terms set out in Annex A of this schedule. It is issued under the RM6353 Framework Contract. Please see Annex A and Annex B for the list of documents and terms that are incorporated into the Simple Order Form.

**[Buyer guidance:** This Simple 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 hardcopy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block].**

**SECTION 1: CONTRACTING PARTIES**

|  |
| --- |
| **The Buyer Details** |
| Buyer Organisation |  |
| Contact Name |  |
| Job Title |  |
| Buyer Address |  |
| Telephone |  | Email |  |
| Call-Off Reference |  | Date of Order |  |
| **The Supplier Details** |
| Supplier |  |
| Contact Name |  |
| Address |  |
| Telephone |  | Email |  |
| Quotation Reference |  |

**SECTION 2: CALL-OFF DELIVERABLES**

|  |
| --- |
| **Description of Deliverables Required** |
|  |

**SECTION 3: KEY SUPPLIER STAFF (IF APPLICABLE)**

|  |
| --- |
| **Description of Key Supplier Staff** |
|  |

**SECTION 4: CALL-OFF CONTRACT TERM**

|  |
| --- |
| **Call-Off Contract Term** |
| Contract Start Date |  |
| Contract Expiry Date |  |
| Initial Contract Duration |  |
| Extension Options |  |

 **SECTION 5: CALL-OFF CONTRACT CHARGES**

|  |
| --- |
| **Call-Off Contract Charges** |
| Details of the Charges to be paid in respect of the Deliverables outlined in Section 2 |  |
| Total Contract Value |  |
| **Payment Method** |
| Buyer’s Payment Details |  |
| **Buyer’s Invoice Details** |
| Name |  |
| Role |  |
| Email |  |
| Telephone |  |
| Address |  |

**SECTION 6: INCORPORATED TERMS**

|  |  |
| --- | --- |
| **Schedule Ref** | **Incorporated Terms** |
| Joint Schedule 3 (Insurance Requirements) | The Buyer must confirm one of the following statements: |
| 1. That the Buyer has reviewed Joint Schedule 3 and the standard insurance levels apply to the Call-Off Contract
 | **YES / NO** |
| 1. That the Buyer has reviewed Joint Schedule 3 and requires the following Additional Insurances to apply to this Call-Off Contract:
 | **YES / NO** |
| [Insert Additional Insurance details and values] |
| Joint Schedule 11 (Processing Data) | The Buyer must confirm the following statements: |
| 1. That the Buyer has reviewed Joint Schedule 11
 | **YES ☐** |
| 1. That Annex A has been completed by the Controller where applicable
 | **YES ☐** |
| 1. The roles for the processing of data under this Call-Off Contract will be:
 |
| Buyer:  | [Insert Buyer Role] |
| Supplier:  | [Insert Supplier Role] |

**SECTION 7: OPTIONAL TERMS**

Please select any Optional Call-Off Schedules that the Buyer requires to apply to this Call-Off Contract:

|  |  |  |
| --- | --- | --- |
| **Schedule Reference** | **Schedule Description** | **Select** |
| Call-Off Schedule 4 | Call-Off Tender  | ☐ |
| Call-Off Schedule 5 | Pricing Details  | ☐ |
| 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 | ☐ |
| Call-Off Schedule 23 | HMRC Terms | ☐ |

**SECTION 8: DECLARATION**

|  |
| --- |
| **This Simple Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6353 framework** |
| On behalf of the Buyer | Name |  |
| Job Title |  |
| Date |  |
| Signature |  |
| On behalf of the Supplier | Name |  |
| Job Title |  |
| Date |  |
| Signature |  |

**Annex A – Standard Terms**

**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. The Simple Order Form including the Call-Off Special Terms
2. Joint Schedule 1 (Definitions)
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

A) Schedules incorporated into all Call-Off Contracts as standard

* Joint Schedule 1 (Definitions)
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 5 (Corporate Social Responsibility)
* Joint Schedule 6 (Key Subcontractors)
* Joint Schedule 7 (Financial Difficulties)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 11 (Processing Data)
* Call-Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 6 (ICT Services)
1. Call-Off Schedules when detailed in the Order Form or selected by the Buyer in Section 7 of the Order Form as applicable to the Call-Off Contract
* Call-Off Schedule 5 (Pricing Details), if required the Buyer must insert the pricing details relating to the Call-Off into the Schedule
* Call-Off Schedule 7 (Key Supplier Staff), if required Section 3 of the Order Form should be populated
* Call-Off Schedule 14 (Service Levels), if required
* Call-Off Schedule 17 (MOD Terms), if required
* Call-Off Schedule 19 (Scottish Law), if required
* Call-Off Schedule 20 (Call-Off Specification), if required
* Call-Off Schedule 21 (Northern Ireland Law), if required
* Call-Off Schedule 23 (HMRC Terms), if required
* Call-Off Schedule 25 (Supplier Furnished Terms), if required the Supplier should include their Commercial Off The Shelf software licensing terms
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-off Schedule 4 (Call-Off Tender), if required the Buyer must insert the Call-Off Tender into the Schedule

**MAXIMUM LIABILITY**

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

**ADDITIONAL TERMS**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery.

No other Buyer terms may be incorporated into the Order when using Framework Schedule 6B to execute the Call-Off Contract between the Parties. Should the Buyer require any further terms or Schedules to be applied to their Call-Off Contract, Framework Schedule 6 (Order Form) must be used.

**Annex B - Call-Off Special Terms**

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.”

10.7.5

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.