# **Direct Award Order Form Template**

[**Buyer guidance:** When a Call-Off Contract is awarded in accordance with the Further Competition Procedure as detailed in Framework Schedule 7, the Order Form at Part B to Framework Schedule 6 (Order Form Template and Call-Off Schedules) is to be used.

# **Direct award Order Form Template**

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

**THE BUYER:** [**Insert** Buyer’s name]

**BUYER ADDRESS:** [**Insert** business address]

**SUPPLIER REFERENCE [Insert** Supplier’s reference number**]**

**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, the text below starting from “Applicable Framework Contract”, and up to but not including the Signature Block, must be copied into the electronic order form.

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 RM3808 for the provision of Network Services.

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

**[Insert** the relevant lot numbers]

**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) RM3808
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 highlighted Joint Schedule needed. **Add** any additional highlighted Call-Off Schedule needed **ONLY when** the additional Call-Off Schedule is included as an option set out in the Suppliers’ Service Offer. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

Joint Schedules for framework reference number RM3808

* + 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 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) ]
1. CCS Core Terms (version 3.0.5)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. [Call-Off Schedule 22 (Supplier-Furnished Terms) ]
4. [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**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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

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

**CALL-OFF INITIAL PERIOD** **[Insert** Years/Months/Not Applicable]

**CALL-OFF OPTIONAL EXTENSION PERIOD** **[Insert** Years/Month/Not Applicable]

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

[**Insert** minimum period of notice]

**CATALOGUE SERVICE OFFER REFERENCE**: **[Insert** Service Offer reference]

**CALL-OFF DELIVERABLES**

**[Buyer guidance:** **complete** option A and insert the details from the Suppliers’ Service Offer 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. You must not include any Deliverables that are not included within the Suppliers’ Service Offer]

[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.

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 from the Suppliers’ Service Offer]

[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 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

**REIMBURSABLE EXPENSES**

Not recoverable

**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]]

**ADDITIONAL INSURANCES**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**GUARANTEE**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**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)]

**STAFF TRANSFER**

**[Buyer guidance:** Review Call-Off Schedule 2 (Staff Transfer)]

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

[**Delete** if not applicable to the Call-Off Contract]

[Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)]

[Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]

[Part C (No Staff Transfer On Start Date)]

[Part D (Pensions)]

[ - Part D Annex D1 (CSPS) ]

[ - Part D Annex D2 (NHSPS) ]

[ - Part D Annex D3 (LGPS) ]

[ - Part D Annex D4 (Other Schemes) ] D1 (CSPS), D2 (NHSPS), or D3 (LGPS)].

Part E (Staff Transfer on Exit) will apply to every Contract.

**QUALITY PLAN**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**MAINTENANCE OF ICT ENVIRONMENT**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier’s BCDR Plan at Annex 1 will apply.

**SECURITY REQUIREMENTS**

[**Buyer guidance**: Review Call-Off Schedule 9 (Security)]

[**Or** **Insert** In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply]

[**Or** **Insert** In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) to apply]

**BUYER’S SECURITY POLICY**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

[**Buyer guidance**: Review Call-Off Schedule 9 (Security). Where Part A (Short Form Security Requirements applies insert ‘Not Applicable’. Where Part B (Long Form Security Requirements) applies a bespoke ISMS option is not available when the Call-Off Contract is awarded through a direct award procedure]

[**Insert** Not Applicable]

[**Or** **Insert** In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.]

**CLUSTERING**

**[Buyer guidance**: Review Call-Off Schedule 12 (Clustering)]

[**Insert** Not Applicable]

**[Or Insert** Deliverables shall also be provided for the benefit of the following Cluster Members:

[Name of Customer Member 1] [Services to be provided] [Duration] [Special Terms]
[Name of Customer Member 2] [Services to be provided] [Duration] [Special Terms]]

**SERVICE LEVELS AND SERVICE CREDITS**

**[Buyer guidance**: Review Call-Off Schedule 14 (Service Levels); Call-Off Schedule 14 Part B **ONLY** applies when the Call-Off Contract is awarded through a direct award procedure. Review the Service Maintenance Levels within the Suppliers’ Service Offer]

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is **[Insert** Level 1/Level 2/Level 3/Level 4]

The Service Credit Cap isin accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

**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]

**OPERATIONAL BOARD**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

**KEY STAFF**

**[Buyer guidance:** Review Call-Off Schedule 7 (Key Supplier Staff)]

**[Insert** Not Applicable]

Or

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**KEY SUBCONTRACTOR(S)**

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

**COMMERCIALLY SENSITIVE INFORMATION**

[**Insert** Not applicable]

[**Or Insert** Supplier’s Commercially Sensitive Information]

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