**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form (Lots 1 and 2)**

CALL-OFF REFERENCE: Buyer’s contract reference number 22 049

THE BUYER: **CHESHIRE EAST BOROUGH COUNCIL**

BUYER ADDRESS Westfields, Floor 1, Middlewich Road, Sandbach CW11 1HZ

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]

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 **RM6017** for the provision of Three franking machines, on a lease and service basis to support the mail activities of the Buyer, at each of the three given locations.

CALL-OFF LOT(S):

[**Insert** “Yes” against the relevant Lot from the table below. **Remove** this guidance when complete.]

|  |  |  |
| --- | --- | --- |
| **Lot Number** | **Lot Description** | **Relevant (Yes / No)** |
| 1 | Low to Medium Volume Franking Machines and Associated Consumables | No |
| 2 | Franking Machines, Mailroom Equipment and Associated Consumables | Yes |

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) **RM6017**
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. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Call-Off Schedule 22 (Lease Terms)
* Call-Off Schedule 23 (Franking Meter Terms)
1. The following Schedules in equal order of precedence:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract – please refer to RM6017 guidance documents for further information. **Add** any additional Schedule needed, providing it is within scope of the Framework Contract. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **RM6017**
	+ 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)
	+ Joint Schedule 13 (Continuous Improvement)
	+ Joint Schedule 14 (Benchmarking)
* Call-Off Schedules for **[Insert** Call-Off reference number]
	+ Call-Off Schedule 1 (Transparency Reports)
	+ 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 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6017**
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. ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: 23/09/2022

CALL-OFF EXPIRY DATE: 22/09/2027

CALL-OFF INITIAL PERIOD: 60 Months

CALL-OFF DELIVERABLES

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 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:

* [Specific Change in Law]
* [Benchmarking using Joint Schedule 14 (Benchmarking)]
* Price Control Agreement (USO)

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

FRANKING METER TERMS - PRE-PAID POSTAGE:

**[Insert** Not applicable **or insert**:

The Authorised Deposit is: **[Insert** £value].

The refund trigger amount required in accordance with Paragraph 5.2.6 of Call-Off Schedule 23 (Franking Meter Terms) is **[Insert** £value]].

FRANKING METER TERMS – POSTAGE IN ARREARS:

[**Insert** Not applicable **or insert**:

The Credit Limit Amount is: [**Insert** £value].

BUYER’S INVOICE ADDRESS:

**CHESHIRE EAST BOROUGH COUNCIL**, Cheshire Share Services Payments Section, Purchasing & Exchequer, PO Box 3655, CH1

All invoice should be sent, quoting a valid purchase order number (PO Number0, to:

[supplier@ecwip.co.uk] or [Cheshire East Council, Cheshire Shared Services

Payments Section, Purchasing & Exchequer, PO Box 3655, Chester, CH1 9PP**]**

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your Supplier Contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [supplier@ecwip.co.uk] or by telephone [01244 972 511] between 09:00 – 17:00 Monday to Friday.

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

Dave Bennett

Support Manager

Dave.Bennett@chershireeast.gov.uk

Westfields, Floor 1, Middlewich Road, Sandbach CW11 1HZ

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:** e.g. on the first Working Day of each Month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** e.g. quarterly on the first Working Day of each quarter]

BUYER’S OPERATIONAL BOARD MEMBERS

[**Insert** name]

[**Insert** role]

[**Insert** email address]

[**Insert** address]

[**Delete** if not used]

SUPPLIER’S OPERATIONAL BOARD MEMBERS

[**Insert** name]

[**Insert** role]

[**Insert** email address]

[**Insert** address]

[**Delete** if not used]

OPERATIONAL BOARD PLANNED START DATE

[**Insert** planned start date by which the Operational Board will be established dd/mm/yyyy]

[**Delete** if not used]

OPERATIONAL BOARD MEETINGS FREQUENCY

[**Insert** meeting frequency]

[**Delete** if not used]

OPERATIONAL BOARD MEETINGS LOCATION

[**Insert** meeting location]

[**Delete** if not used]

KEY STAFF

[**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]

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]].

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].