[GUIDANCE NOTE:

The parties' attention is drawn to the various customer guidance notes highlighted in GREEN and information/schedules to complete and square brackets highlighted in YELLOW in this document.

Before any Call Off Contract is entered, the Customer should ensure that they have read the customer guidance notes, taken any actions necessary and then delete the guidance notes from this document and the square brackets or both the square brackets and the text included in them.

The guidance is not exhaustive and has been included to assist the Customer in completing the required information with sufficient detail.

If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Order Form this will be agreed between the parties.

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12/08/2013

SECTION A

This Order Form is issued in accordance with the provisions of the Managed Email Framework Agreement RM1085. The Supplier shall supply the Services specified below on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”).

**DATE**  **[dd/mm/yyyy]**

**ORDER NUMBER** **[ ]**

**FROM [ ]** **"CUSTOMER"** **[[1]](#footnote-1)**

**TO**  **[ ]** **"SUPPLIER"** **[[2]](#footnote-2)**

SECTION B

1. TERM
   1. Call Off Commencement Date:

[dd/mm/yyyy] **[[3]](#footnote-3)**

* 1. Call Off Expiry Date:

End date of Call Off Initial Period:

[dd/mm/yyyy] **[[4]](#footnote-4)**

End date of Call Off Extension Period:

[dd/mm/yyyy] **[[5]](#footnote-5)**

1. CUSTOMER services REQUIREMENTS

**[Guidance Note: please note that the Framework is enabled to allow your private sector partners to avail of the Services that you are requesting from the Supplier (see section IV of the OJEU Notice).**

**Customers should take care when enabling access for private sector partners and seek legal advice as necessary. Access for private sector partners should not be done in a manner which could give rise to the risk of it constituting the award of unlawful state aid and the particular private sector partners’ access requirements should be consistent with the existing terms of this call off. Any necessary amendments/refinements to such terms should be made in accordance Section 7 of this Order Form.**

**CCS recommends that appropriate agreements are put in place between the Customer and any private sector partners which clearly sets out private sector partners’ obligations with when receiving the Services from the Supplier]**

* 1. Service Package Reference

[Insert the Supplier’s Service Package Unique Reference Number]

* 1. Location/Sites of Delivery

[ ] **[[6]](#footnote-6)**

* 1. Dates for Delivery of the Services

[ ] **[[7]](#footnote-7)**

* 1. Implementation Plan

The outline Implementation Plan has been provided by the Supplier as part of the Service Package. The Customer may add Milestones and Deliverables in Part A of Schedule 4 (Milestones, Customer Responsibilities and Key Personnel) that comply with any limitations declared by the Supplier in the outline Implementation Plan. The Supplier will then deliver the draft Implementation Plan in accordance with the obligations of Clause 6 (Implementation Plan).

* 1. Delay Payments

Delay Payments are not available Direct Award.

* 1. Quality Plans

Quality Plans are not available under Direct Award.

* 1. Service Levels and Service Credits

As described in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) unless otherwise amended by the Service Package.

* 1. Critical Service Level Failure

As described in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) unless otherwise amended by the Service Package.

* 1. Performance Monitoring

As described in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) unless otherwise amended by the Service Package.

* 1. Business Continuity & Disaster Recovery

BCDR is required and is set out in Clause 14 (Business Continuity & Disaster Recovery).

* 1. Records Audit Access and Open Book Data

Full Audit Transparency is not available under Direct Award

* 1. Benchmarking

A Benchmark Review will be conducted in accordance with this Call Off Contract and must be completed no earlier than 17 months from the Call Off Commencement Date and no later than 20 months from the Call Off Commencement Date.

Comparison of Price will use Average Price; and

Comparison of Service Levels will use Mean

1. SUPPLIER’S INFORMATION
   1. Supplier's inspection of Sites, Customer System, Customer Property and Customer Assets

[In Clause 45.5 of the Template Call Off Terms and Call Off Schedule 11 (Exit Management)] **[[8]](#footnote-8)**

* 1. Commercially Sensitive Information

[ ] **[[9]](#footnote-9)**

* 1. Termination on Customer Cause for Failure to Pay an undisputed sum

[In Clause 42.1.1] **[[10]](#footnote-10)**

1. CUSTOMER RESPONSIBILITIES
   1. Customer Responsibilities

[In Part B of Call Off Schedule 4 (Milestones, Customer Responsibilities and Key Personnel)] / [ ] **[[11]](#footnote-11)**

1. CALL OFF CONTRACT CHARGES AND PAYMENT
   1. Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

[In Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)] **[[12]](#footnote-12)**

* 1. The Customer must provide baseline spend information for calculation of savings by the Authority (such as current/last annual contract price for comparable services broken down by line item):

[ ]

SECTION C

1. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS [[13]](#footnote-13)
   1. Call Off Guarantor

NOT APPLICABLE

* 1. Key Personnel

[In Part C of Call Off Schedule 4 (Milestones, Customer Responsibilities and Key Personnel)] **[[14]](#footnote-14)**

* 1. Staff Transfer

Clause 27.2 applies; Clause 27.1 and Clause 27.3 do not apply for Direct Award.[[15]](#footnote-15)

1. FORMATION OF Direct award CALL OFF CONTRACT
   1. In accordance with paragraph 7.1 of Framework Schedule 5 (Call Off Procedure), the Call Off Contract shall be formed when the Customer signs and sends this Order Form to the Supplier. The Supplier shall acknowledge receipt of this Order Form by promptly signing and returning a copy of it to the Customer.

|  |  |
| --- | --- |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Supplier:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

1. [Guidance Note: Include Customer contract reference number and contact details (including postal and email addresses- see Clause 55.6 of the Template Call Off Terms), details of Customer Representative (see Clause 19.3 of the Template Call Off Terms), and/or other Customer profile information as appropriate.] [↑](#footnote-ref-1)
2. [Guidance Note: Include Supplier’s contact details (including postal and email addresses - see Clause 55.6 of the Template Call Off Terms), details of Supplier Representative (see Clause 19.2 of the Template Call Off Terms), Supplier’s account manager and/or other Supplier profile information as appropriate] [↑](#footnote-ref-2)
3. [Guidance Note: Insert the commencement date for this Call Off Contract. It is strongly advisable that the Call Off Commencement Date should coincide with the formation of the Call Off Contract in accordance with section 8 of the Order Form. For the avoidance of doubt, the Customer can request that certain Deliverables (e.g. delivery times of Services) take place on dates after the Call Off Commencement Date e.g. see Clause 8.2 of the Template Call Off Terms] [↑](#footnote-ref-3)
4. [Guidance Note: Insert the date on which the Call Off Initial Period is to expire. Note the Call Off Initial Period for Direct Award is three (3) years] [↑](#footnote-ref-4)
5. [Guidance Note: Insert the date on which any Call Off Extension Period is to expire. Note the maximum permitted duration of the Call Off Contract Period for Direct Award is 5 years (3 years Call Off Initial Period plus 2 year Call Off Extension Period). See Clause 5 (Call Off Contract Period) for further details] [↑](#footnote-ref-5)
6. [Guidance Note: Include details of where the Services must be Delivered and any related instructions] [↑](#footnote-ref-6)
7. [Guidance Note: Specify the date(s) and the time(s) or time period(s) when the Services must be Delivered taking into account the draft Implementation Plan included in the Service Package.] [↑](#footnote-ref-7)
8. [Guidance Note: See Clauses 2, 29 and 30 of the Template Call Off Terms. Consider if inspection of the Sites by the Supplier is required. Insert any issues raised by the Supplier in respect of any aspects of the Sites, Customer Assets, Customer Property or Customer System being unsuitable for the provision of the Services and any action which is to be taken in respect thereof] [↑](#footnote-ref-8)
9. [Guidance Note: Include any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. This may have been set out in the Supplier’s tender. This will be relevant in e.g. assisting the Customer in respect of compliance with FOIA] [↑](#footnote-ref-9)
10. [Guidance Note: insert in Clause 42.1.1 of the Template Call Off Terms amount equivalent to one (1) month’s average Call Off Contract Charges] [↑](#footnote-ref-10)
11. [Guidance Note: See Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and the guidance therein. Add any other Customer Responsibilities agreed between the Parties] [↑](#footnote-ref-11)
12. [Guidance Note: Insert details of the Call Off Contract Charges and payment terms/profile in Annexes A and B of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and settle all other information in square brackets in that Call Off Schedule. The Call Off Contract Charges should be compliant with Framework Schedule 3 (Charging Structure) and Customers are also referred to Framework Schedule 5 (Call Off Procedure). If an Implementation Plan is included, consider whether Milestone Payments should be added, staged and linked to the Achievement of particular Milestones (see the guidance in Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)). Also consider with Clauses 36.2.1(b) and 36.2.2 of the Template Call Off Terms and insert sum in the definition of Estimated Year 1 Call Off Contract Charges in Call Off Schedule 1 (Definitions)] [↑](#footnote-ref-12)
13. [Guidance Note: Consider the list of further contractual requirements set out in this paragraph, as indicated in each sub-paragraph and the footnotes therein. Then populate and/or settle this paragraph 6 according to your requirements. Customers placing multiple Orders of the same nature which contain the same requirements may decide to populate/settle this information once and repeat it in respect of future Orders] [↑](#footnote-ref-13)
14. [See Clause 25 of the Template Call Off Terms and include any Key Personnel (and their Key Roles) in Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)] [↑](#footnote-ref-14)
15. [Guidance Note: If a Customer requires Staff Transfer provisions other than Clause 27.2, a Further Competition must be conducted] [↑](#footnote-ref-15)