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. Services required [[6]](#footnote-6)

[In Call Off Schedule 2 (Services)]

* 1. PSN Compliance [[7]](#footnote-7)

[ ]

* 1. Location/Sites of Delivery

[ ] **[[8]](#footnote-8)**

* 1. Dates for Delivery of the Services

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

* 1. Implementation Plan

To be provided by Supplier pursuant to Clause 6 of the Call Off Contract]

|  |  |
| --- | --- |
| [ ] | No |
| [ ] | Yes |

**[[10]](#footnote-10)**

* 1. Time of the Essence

Is Time of the Essence in relation to clause 6.2.3

|  |  |
| --- | --- |
| [ ] | No |
| [ ] | Yes |

Please tick appropriate box.**[[11]](#footnote-11)**

* 1. Standards

[In Call Off Schedule 7 (Standards)] **[[12]](#footnote-12)**

* 1. Service Levels and Service Credits

[In Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)] **[[13]](#footnote-13)**

* 1. Critical Service Level Failure

[In Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)] **[[14]](#footnote-14)**

* 1. Performance Monitoring

[In Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)] [[15]](#footnote-15)

* 1. Period for providing the Rectification Plan

[In Clause 38.1.3(a) of the Template Call Off Terms] **[[16]](#footnote-16)**

* 1. Exit Management

[ ] **[[17]](#footnote-17)**

* 1. Quality Plan

[In Clause 10.2 of the Template Call Off Terms] **[[18]](#footnote-18)**

* 1. Supplier Software, Customer Software and Third Party Software

[In Call Off Schedule 9 (Supplier Software, Customer Software and Third Party

Software)] **[[19]](#footnote-19)**

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)] **[[20]](#footnote-20)**

* 1. Commercially Sensitive Information

[ ] **[[21]](#footnote-21)**

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

[In Clause 42.1.1] **[[22]](#footnote-22)**

* 1. Maximum Price Provisions for Further Competitions

[Supplier to identify Service Package where the provisions apply, or provide explanation of why no Service Package meets the requirement] **[[23]](#footnote-23)**

1. CUSTOMER RESPONSIBILITIES
   1. Customer Responsibilities

[In Part B of Call Off Schedule 4 (Milestones, Customer Responsibilities and Key Personnel)] / [ ] **[[24]](#footnote-24)**

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)] **[[25]](#footnote-25)**

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

[ ]

SECTION C

1. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS [[26]](#footnote-26)
   1. Call Off Guarantor

[ ] **[[27]](#footnote-27)**

* 1. Key Personnel

[In Part C of Call Off Schedule 4 (Milestones, Customer Responsibilities and Key Personnel)] **[[28]](#footnote-28)**

* 1. Staff Transfer

[In Clause 27 of the Template Call Off Terms and Call Off Schedule 12 (Staff Transfer)] **[[29]](#footnote-29)**

* 1. Relevant Convictions

[ ] **[[30]](#footnote-30)**

* 1. Maintenance of the ICT Environment

[ ] **[[31]](#footnote-31)**

* 1. Protection of Customer Data

[ ] **[[32]](#footnote-32)**

* 1. Limitations on Liability

[In Clause 36 of Template Call Off Terms] [[33]](#footnote-33)

* 1. [Insurance]

[ ] **[[34]](#footnote-34)**

* 1. Termination without cause notice period

[In Clause 41.6 of the Template Call Off Terms] **[[35]](#footnote-35)**

* 1. BCDR Plans

Does Schedule 10 Business Continuity and Disaster Recovery apply (Y/N)

|  |  |
| --- | --- |
| [ ] | No |
| [ ] | Yes – Provide BCDR Requirements below |

Please tick appropriate box.

BCDR Requirements:

[In Clause 14.1 of the Template Call Off Terms] [[36]](#footnote-36)

* 1. Records Audit Access and Open Book Data[[37]](#footnote-37)

Full Audit Transparency required (Y/N)

|  |  |
| --- | --- |
| [ ] | No |
| [ ] | Yes |

Please tick appropriate box.

* 1. Benchmarking[[38]](#footnote-38)

The Customer requires the right to Benchmark (Y/N)

|  |  |
| --- | --- |
| [ ] | No |
| [ ] | Yes |

Please tick appropriate box.

If Yes

|  |  |
| --- | --- |
| Benchmarker Name: | [ ] |
| Benchmarker Address: | [ ] |

Comparison of price will be made by:

|  |  |
| --- | --- |
| [ ] | Average Price |
| [ ] | Upper Quartile |

Please tick appropriate box.

Comparison of Service Levels will be made by:

|  |  |
| --- | --- |
| [ ] | Mean |
| [ ] | Median |

Please tick appropriate box.

1. ADDITIONAL AND/OR ALTERNATIVE CLAUSES [[39]](#footnote-39)
   1. Supplemental requirements to the Call Off Terms

[ ]

* 1. Amendments to/refinements of the Call Off Terms

[ ]

* 1. Alternative and/or Additional Clauses (select from Call Off Schedule 15 (Alternative and/or Additional Clauses))

[ ]

1. FORMATION OF Further competition 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.] In accordance with Procurement Policy Note 01/14, if the Customer is a Crown Body add the text “acting as part of the Crown” after “CUSTOMER” [↑](#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 maximum permitted duration of the Call Off Contract Period in the definition of Call Off Contract Period and see also Clause 5 (Call Off Contract Period) of the Template Call Off Terms] [↑](#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 in the definition of Call Off Contract Period and see also Clause 5 (Call Off Contract Period) of the Template Call Off Terms] [↑](#footnote-ref-5)
6. [Guidance Note: Include a description of the Services required under this Call Off Contract in Call Off Schedule 2 (Services). Details of all the Services can be found in Part A of Framework Schedule 1 (Services and Key Performance Indicators).] [↑](#footnote-ref-6)
7. [Guidance Note: Customer to detail the extent in terms of scope and timing to which the services are to be PSN compliant. [↑](#footnote-ref-7)
8. [Guidance Note: Include details of where the Services must be Delivered and any related instructions] [↑](#footnote-ref-8)
9. [Specify the date(s) and the time(s) or time period(s) when the Services must be Delivered. See also Clause 6.2.3 of the Template Call Off Terms in relation to time of Delivery. Consider if you should make 'time of the essence” in respect of any delivery dates] [↑](#footnote-ref-9)
10. [Guidance Note: See Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and the guidance set out therein. Consider if you need an Implementation Plan. If so, and if you include Delay Payments in the Implementation Plan, see also Clause 6.1.9(b)(ii) and settle the time period stated in square brackets therein. Please also consider whether the Implementation Plan should contain testing provisions and if so whether the Supplier should supply a draft Test Strategy Plan as part of the Implementation Plan or use Call Off Schedule 5 (Testing)] [↑](#footnote-ref-10)
11. [Indicate for the purposes of Milestone Dates as to whether time is of the essence] [↑](#footnote-ref-11)
12. [See Clause 10 of the Template Call Off Terms and the definition of Standards. Consider whether you need any additional standards. If necessary, set them out in Call Off Schedule 7 (Standards).] [↑](#footnote-ref-12)
13. [Guidance Note: Key Performance Indicators are included in Framework Schedule 1 (Services and Key Performance Indicators) and are for the Authority to monitor performance of the Framework Agreement. These are not the same as Service Levels which are a performance management tool for Customers at call off stage and are linked to payment. See Clause 12 of the Template Call Off terms and Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) for further information. If Service Credits are required, populate the Service Levels/Service Credits table in Annex 1 of Part A of that Call Off Schedule and the definition of Service Credit Cap in Call Off Schedule 1 (Definitions).] [↑](#footnote-ref-13)
14. [Guidance Note: See Clause 13 and Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) of the Template Call Off Terms. If you require specific instances of Critical Service Level Failures (i.e. limb “b” of the definitions), define them in Annex 2 to Part A of that Call Off Schedule] [↑](#footnote-ref-14)
15. [Guidance Note: See Clause 18.3 (Performance Monitoring) and Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). If you have specified any additional or alternative monitoring requirements during a Further Competition Procedure, include them in Annex 1 of Part B of that Call Off Schedule] [↑](#footnote-ref-15)
16. [Guidance Note: See Clause 38.2.1(a) of the Template Call Off Terms and settle the period within which the Supplier should provide a Rectification Plan when the Customer elects to follow the Rectification Plan Process] [↑](#footnote-ref-16)
17. [Guidance Note: See Clause 45.5 of the Template Call Off Terms and Call Off Schedule 11 (Exit Management). In accordance with the guidance set out in Call Off Schedule 11 (Exit Management), consider refining and/or deleting the Call Off Schedule as per your requirements] [↑](#footnote-ref-17)
18. [Guidance Note: See Clause 10.2 of the Template Call Off Terms and populate the period time for Supplier to produce a Quality Plan ] [↑](#footnote-ref-18)
19. [Guidance Note: See the definitions of the Supplier Software, Customer Software and Third Party Software and consider Clause 33. If necessary, insert details of any specific software packages that the Supplier will use to provide the Services in Call Off Schedule 9 (Supplier Software, Customer Software and Third Party Software)] [↑](#footnote-ref-19)
20. [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-20)
21. [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-21)
22. [Guidance Note: 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-22)
23. [Guidance Note: The Supplier must provide information pursuant to the obligations described in paragraph 2 (Maximum Price Provision for Further Competitions) in Framework Schedule 3 (Framework Prices)] [↑](#footnote-ref-23)
24. [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-24)
25. [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-25)
26. [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-26)
27. [Guidance Note: See Clause 4, Clause 41.1 and Clause 45.1 of the Template Call Off Terms. Consider whether the Supplier should provide a Call Off Guarantee on or before the Call Off Commencement Date. If so, set out the details of the Call Off Guarantor] [↑](#footnote-ref-27)
28. [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-28)
29. [Guidance Note: Clause 27 of the Template Call Off Terms and Call Off Schedule 12 (Staff Transfer) relates to the transfer of any employees to the Supplier (incoming and outgoing) in respect of the provision of Services. If the Employment Regulations apply on the Call Off Commencement Date: the Customer should “switch on” Clause 27.1 and delete Clauses 27.2 and 27.3. The Customer should also select whether Part A (where the Customer’s own staff are to transfer) and/ or Part B (where the Customer’s incumbent supplier’s staff are to transfer) of Call Off Schedule 12 (Staff Transfer) apply. If the Employment Regulations do not apply on the Call Off Commencement Date the Customer should switch on Clause 27.2 and delete Clauses 27.1 and 27.3. If the position is unclear the Customer should switch on Clause 27.3 and keep Clauses 27.1 and 27.2 in square brackets. The Customer will have to make an assessment on the Employment Regulations position after the Call Off Contract has been formed. Similarly, the Customer to refine Call Off Schedule 12 (Staff Transfer) in this respect as well, deleting those parts that are not applicable. Part D will always be applicable.] [↑](#footnote-ref-29)
30. [Guidance Note: Consider if Clause 26.2 of the Template Call Off Terms should apply. See the definition of Relevant Convictions in Call Off Schedule 1 (Definitions) and, if required, set out specific Relevant Convictions. Include in a separate Call Off Schedule if necessary and cross refer to it here. Delete definitions of Conviction and Relevant Conviction from Call Off Schedule 1 (Definitions) if Clause 26.2 of the Template Call Off Terms is not used] [↑](#footnote-ref-30)
31. [Guidance Note: See Clause 32 of the Template Call Off Terms and consider if required. If so, specify the details relevant details. For example, the period within which the Supplier should submit a draft Maintenance Schedule for Approval and any other relevant instructions to the Supplier. Delete the definitions of Maintenance Schedule, Permitted Maintenance and Emergency Maintenance from Call Off Schedule 1 (Definitions) if Clause 32 of the Template Call Off Terms is not used] [↑](#footnote-ref-31)
32. [Guidance Note: See Clause 34.3.3 of the Template Call Off Terms. If required from the outset, specify here the format for the Supplier to supply the Customer Data to the Customer when needed; or make provision in Call Off Schedule 8 (Security Management) and cross refer to it here] [↑](#footnote-ref-32)
33. [Guidance Note: See Clause 36 of the Template Call Off Terms and consider if the default financial limits of liability set therein are appropriate in respect of your requirements. See also Clauses 36.2.1(b) and 36.2.2 of the Template Call Off Terms] [↑](#footnote-ref-33)
34. [Guidance Note: See Clause 37 of the Template Call Off Terms. If stipulated during a Further Competition Procedure, include your requirements to the Supplier to effect and maintain insurance and any specific minimum insurance policies here or set out in a separate Call Off Schedule if necessary and cross refer to it here] [↑](#footnote-ref-34)
35. [Guidance Note: See Clause 41.6 of the Template Call Off Terms. Consider if you require a different notice period in respect of termination without cause] [↑](#footnote-ref-35)
36. [Guidance Note: See 14.1 of the Template Call Off Terms. If the Customer has BCDR requirements they will be required to provide the information necessary to enable the BCDR plan to be generated by the Supplier so as to populate the schedule. [↑](#footnote-ref-36)
37. Guidance Note: Clause 20 Records, Audit Access and Open Book Data sets out the provisions as to what Audit Access will be granted to verify the Call Off Agreement. If Customers require Full Audit Transparency the appropriate check box should be selected. [↑](#footnote-ref-37)
38. Guidance Note: Schedule 17 (Benchmarking) sets out the provisions should Customers wish to elect to undertake Benchmarking during their Call Off Agreement. The requirements in this form need to be settled if Benchmarking is to be applied. [↑](#footnote-ref-38)
39. [Guidance Note: Include any other amendments and/or refinements to the Template Call Off Terms prior to those becoming the Call Off Terms. Paragraph 7.3 of the Template Call Off Form deals with those default Additional or Clauses as set out in Call Off Schedule 15 of the Template Call Off Terms (Alternative and/or Additional Clauses). Customers should state here which ones apply, if any. Paragraphs 7.1 and 7.2 of the Template Call Off Form enable Customers to insert new provisions and amend current provisions respectively. Note that any such additions and/or changes must always be in accordance with the Law and the requirements of Framework Schedule 5 (Call Off Procedure). If you place repeat Orders of the same nature which contain the same requirements, consider creating a customised set of amended and/or refined Template Call Off Terms or a Call Off Schedule containing those amendments or refinements to the existing Template Call Off Terms (including incorporating any Alternative or Additional Clauses from Call Off Schedule 15 (Alternative and/or Additional Clauses)) which you can use with every Order] [↑](#footnote-ref-39)