DS339-20 FRAMEWORK SCHEDULE 5

**ORDER FORM AND CALL-OFF TERMS AND CONDITIONS - PART 1 – ORDER FORM**

This Order Form is issued subject to the provisions of the Framework Agreement entered into between Devon and Somerset Fire and Rescue Authority and the Contractor on [DATE] ("Framework Agreement"). The Contractor agrees to supply the Goods and/or Services specified below and subject to the terms of this Contract. For the avoidance of doubt, this Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

This Order Form outlines the Good and Services to be supplied and performance monitoring processes that are applicable to the Contract. The Contract shall be formed once both Parties have signed the Order Form.

**SECTION ONE – DETAILS OF CONTRACTING PARTIES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CONTRACTING AUTHORITY** | | | | | |
| Contracting Authority Name: |  | | | | |
| Address: |  | | | | |
| **CONTRACTOR** | | | | | |
| Contractor Name: |  | | Company Reg. No.: | |  |
| Registered Address: |  | | | | |
| General Telephone: |  | General e-mail Address: | |  | |

**SECTION TWO – CONTACT DETAILS OF CONTRACTING PARTIES**

|  |  |  |
| --- | --- | --- |
|  | **CONTRACTING AUTHORITY** | **CONTRACTOR** |
| **Primary Contact** | | |
| Name: |  |  |
| Job Title: |  |  |
| Contact Address: |  |  |
| Telephone Number/s: |  |  |
| E-mail Address: |  |  |
| **Secondary Contact** | | |
| Name: |  |  |
| Job Title: |  |  |
| Contact Address: |  |  |
| Telephone Number/s: |  |  |
| E-mail Address: |  |  |
| **Escalation Contact** | | |
| Name: |  |  |
| Job Title: |  |  |
| Contact Address: |  |  |
| Telephone Number/s: |  |  |
| E-mail Address: |  |  |
| **Payment and Invoice Queries Contact** | | |
| Name: |  |  |
| Job Title: |  |  |
| Contact Address: |  |  |
| Telephone Number/s: |  |  |
| E-mail Address: |  |  |
| **Contact for Transfer of Personal Data** (see Data Protection clause 39.14 of the Call-Off Terms) | | |
| Name: | Not required |  |
| Job Title: |  |
| Contact Address: |  |
| Telephone Number/s: |  |
| E-mail Address: |  |
| **Notices** – In accordance with clause 6 of the Call-Off Terms, notices shall be delivered to the following | | |
| Name: |  |  |
| Contact Address: |  |  |
| E-mail Address: |  |  |

**SECTION THREE – DETAILS OF GOODS AND SERVICES**

The Goods and Services required via the Call-Off Contract are detailed within Appendix 3 of this Order Form.

The Invitation to Tender and Contractors response shall form part of the Call-Off Contract.

The requirements stipulated within the Framework Agreement shall apply to any resulting Call-Off Contracts.

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACTED GOODS AND SERVICES** | | | |
| This Contract relates to the provision of: | Guidance Note: Contracting Authority to enter a summary of the Goods/Services to be provided | | |
| Contract formed via Lot of the Framework Agreement: |  | Contract Reference: |  |

**SECTION FOUR – CONTRACT PERIOD**

Guidance Note: The expiry date of each Call-Off Contract should be the date that you expect the Goods to have been supplied and if supporting services are required, the date that obligations to provide these Services cease. It is recommended that this be the longest expected life in service for the Goods procured. For example, if you are procuring a vehicle with an expected life of 10 years then the Call-Off Contract should have a 10 year term. This does not permit Contracting Authorities to procure more vehicles than indicated in their Further Competition.

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACT PERIOD** | | | |
| Commencement Date: |  | Expiry Date: |  |
| Ability to Extend: |  | | |

**SECTION FIVE – DELIVERY**

|  |  |
| --- | --- |
| **DELIVERY REQUIREMENTS** | |
| Delivery Address: |  |
| Delivery Date: | Guidance Note: Contracting Authority can refer to agreed project and production plans |

If so required by the Contracting Authority, the Contractor shall produce within one (1) Month of the Commencement Date project and production plans to be agreed by the Supervising Officer, which shall form part of this Contract.

The timescale within which the Goods and Services shall be provided, shall be in accordance with this Order Form and the agreed project and production plans.

**SECTION SIX – CONTRACT PRICE**

The Contract Pricing applicable to this Contract is contained within Section One of Appendix 1 – Pricing Schedule.

Appendix 1 to this Order Form sets out price clause options for the Contracting Authority. The option applicable to this Contract is confirmed below:

|  |  |
| --- | --- |
| **CONTRACT PRICE CLAUSES** | |
| **Review of Contract Price** | |
| Clause Selected for Review of Contract Price: | As set out in Section Two of Appendix 1 to this Order Form, Price Clause Option 1/2 shall apply to this Call-Off Contract.  Guidance Note: Contracting Authority to delete as appropriate (to confirm which price review clause applies). **The recommended clause is clause 1**. |
| Initial Fixed Price Period: | 12/24/36 months. Guidance Note: Contracting Authority to confirm the period that the tendered prices are fixed for.  *Applicable to price review clause 1 only (price clause option 2 fixes the price for the full contract term)*. |
| **Stage Payments** | |
| Stage Payments: | As set out in Section Three of Appendix 1 to this Order Form, the Contracting Authority shall pay in three/four stages.  Guidance Note: Contracting Authority to delete as appropriate (to confirm if they will be paying in three or four stages). |

**SECTION SEVEN – CONTRACT MONITORING**

**Key Performance Indicators and Service Credits**

In accordance with the provisions of Appendix 2 to the Call-Off Terms (Monitoring Contract Performance), the Contractor shall, on a [monthly/quarterly] basis, monitor and record the Contractor’s performance of the Contract by reference to the criteria applicable to each of the Key Performance Indicators (as summarised in the table in Schedule 5, Appendix 2), including any Force Majeure Events, deficiencies and complaints for the purpose of preparing and delivering to the Contracting Authority a [monthly/quarterly] Key Performance Indicator Report.

Accrued Service Credit points will be reported [monthly/quarterly] in the key performance indicator report and shall be targeted by the Contractor for improvement.

Guidance Note: Contracting Authority to confirm if monthly or quarterly management information is required.

The Key Performance Indicators and Service Credits provided within Appendix 2 to the Call-Off Terms, shall apply as standard to all Contracts unless stated otherwise within this section.

***Amendments/additions to Appendix 2 of Call-Off Terms – Key Performance Indicators, Key Performance Targets and Service Credits:***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Service Item** | **Target** | **Method of Measurement** | **Frequency of Measurement** | **Measured and Reviewed By** | **KPI Failure** | **Service Credits** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Performance Review**

Performance Review meetings will take place [monthly/quarterly], or more frequently as necessary in accordance with Appendix 2 to the Call-Off Terms (Monitoring Contract Performance).

Guidance Note: Contracting Authority to confirm if monthly or quarterly contract review meetings are required.

**SECTION EIGHT – COMMERCIALLY SENSITIVE INFORMATION**

## The Contracting Authority and Contractor to list any information considered as commercially sensitive:

|  |  |
| --- | --- |
| **CONTRACTING AUTHORITY** | **CONTRACTOR** |
| Guidance Note: Insert Commercially Sensitive Information as appropriate and if known the dates that the information will remain commercially sensitive | Guidance Note: Insert Commercially Sensitive Information as appropriate and if known the dates that the information will remain commercially sensitive |

**SECTION NINE – INSURANCE**

## The standard insurance levels are set out at clause G1.11 of the Framework Agreement. Contracting Authority to specify any additional insurance and/or increased levels here:

|  |  |
| --- | --- |
| **DESCRIPTION OF TYPE OF INSURANCE REQUIRED** | **LEVEL OF INSURANCE REQUIRED** |
| Insurance requirements as per the Framework Agreement | Not Applicable |

**SECTION TEN – CONTRACTING AUTHORITY PROPERTY**

The Contracting Authority Property that the Contracting Authority is responsible for providing to the Contractor is as follows:

|  |  |
| --- | --- |
| **DESCRIPTION OF CONTRACTING AUTHORITY PROPERTY** | **VOLUME TO BE PROVIDED** |
| Guidance Note: Insert details of any property/ equipment (e.g. chassis and/or equipment to be installed or stowed within the vehicle) that the Contracting Authority is responsible for providing to the Contractor. This links with clause 10 of the Call-Off Terms. |  |

**SECTION ELEVEN – AMENDED AND ADDITIONAL CLAUSES**

**Amendments, Supplements and/or Exclusions:**

The Contracting Authority may amend, supplement and/or exclude any clauses contained within the Call-Off Terms and Conditions by populating the following table. Amendments may include, but shall not be limited to, the ability to substitute English Law with Scots Law (see Appendix 4).

The Contracting Authority shall not amend, supplement or remove the clauses within the body of the Call-Off Terms and Conditions – All changes shall be recorded within this Appendix.

|  |  |  |
| --- | --- | --- |
| **CLAUSE REF.** | **CLAUSE TITLE** | **DETAILS OF CHANGE** |
|  |  |  |
|  |  |  |

**Additional Clauses:**

Additional clauses to those within the Call-Off Terms and Conditions may also be added by the Contracting Authority.

The Contracting Authority shall not add clauses within the body of the Call-Off Contract – All additions shall be recorded within this Schedule.

Guidance Note: Please include any additional terms including any relating to a software licence (where applicable).

|  |  |  |
| --- | --- | --- |
| **CLAUSE REF.** | **CLAUSE TITLE** | **DETAILS OF ADDITIONAL CLAUSE** |
|  |  |  |
|  |  |  |

**SECTION TWELVE – FORMING THE CONTRACT**

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Contracting Authority to provide the Goods and Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

|  |  |  |
| --- | --- | --- |
|  | **For and on behalf of the**  **CONTRACTING AUTHORITY** | **For and on behalf of the**  **CONTRACTOR** |
| Name: |  |  |
| Job Title: |  |  |
| Signature: |  |  |
| Date: |  |  |

**ORDER FORM**

## Appendix 1 – Pricing Schedule

**SECTION ONE – CONTRACT PRICE**

The Contract Price payable by the Contracting Authority (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS)):

Guidance Note: Contracting Authority to insert the Pricing Schedule for all Goods and/or Services from the Contractor’s tender submission.

**SECTION TWO – REVIEW OF CONTRACT PRICE**

**Price Clause Option 1 – Initial fixed period followed by permitted adjustments:**

Definition of CPI: the Consumer Prices Index or any official index replacing it.

The Contract Prices may, at the Contracting Authority’s absolute discretion, be adjusted in accordance with this clause. Where the adjustment suggests an increase to the Contract Price, this shall be subject to the Contractor providing sufficient evidence demonstrating that its costs have increased (the Contractor shall promptly provide such written evidence or other supporting information as the Authority may require to verify such increased costs).

Upon the expiry of the initial fixed period or at least 12 months since the Contract Price was last agreed (whichever is later), the Contract Price may adjust by up to the percentage by which the Consumer Prices Index has changed during the preceding year, as shown in the following example:

* Current Price = £1,000
* CPI percentage change for preceding year = 2.5%
* Maximum change for consideration = £1,025 (an increase of £25)

The CPI percentage shall be obtained from the Office of National Statistics (or any successor Government Department). The index is named ‘CPI: Consumer Prices Index (% change)’ and is based on the ‘CPI All Items Index’.

In exceptional circumstances, the Contracting Authority (at its sole discretion) may consider an increase to the Contract Price that is higher than CPI. Any increase in the Contract Price must reflect actual incurred costs associated with the provision of the Goods and/or Services and evidence of such must be provided to the Contracting Authority on request.

**Price Clause Option 2 – Fixed for term of Contract:**

The Contract Price shall be fixed for the Term of the Call-Off Contract. In exceptional circumstances, the Contracting Authority may thereafter increase the Contract Price at its sole discretion. Any increase in the Contract Price must reflect actual incurred costs associated with the provision of the Goods and/or Services and evidence of such must be provided to the Contracting Authority on request.

**SECTION THREE – STAGED PAYMENTS**

Contracting Authorities have the option to pay for vehicles in three of four stages (as defined below). The option selected by the Contracting Authority must be confirmed in Section Six of the Order Form.

**Three Stage Payment Option:**

|  |  |  |
| --- | --- | --- |
| **Stage Number** | **Stage Description** | **Invoice Trigger Point** |
| 1 | **Chassis**  The cost of the chassis, engine and cab | Following delivery and acceptance of the chassis by the Contractor and inspection and/or acceptance of the chassis by the Contracting Authority. |
| 2 | **Fire engineering and/or preparation works**  The cost of fire engineering and/or preparation works (power-take-off, drive shafts and fire pump) to be fully fitted to the chassis. | Following the in-build inspection carried out by the Contracting Authority and their acceptance of the stage. |
| 3 | **Build completion**  The outstanding amount of the total cost of the vehicle | Following the successful completion of the Factory Acceptance Testing (FAT) and post-delivery Site Acceptance Testing (SAT) by the Contracting Authority and completion of any remedial works to the satisfaction of the Contracting Authority (which were identified by either the Contractor or the Contracting Authority prior to delivery). |

**Four Stage Payment Option:**

|  |  |  |
| --- | --- | --- |
| **Stage Number** | **Stage Description** | **Invoice Trigger Point** |
| 1 | **Chassis**  The cost of the chassis, engine and cab | Following delivery and acceptance of the chassis by the Contractor and inspection and/or acceptance of the chassis by the Contracting Authority. |
| 2 | **Fire engineering and/or preparation works**  The cost of fire engineering and/or preparation works (power-take-off, drive shafts and fire pump) to be fully fitted to the chassis. | Following the in-build inspection carried out by the Contracting Authority and their acceptance of the stage. |
| 3 | **Build completion**  The outstanding amount of the total cost of the vehicle (excluding 5%) | Following the successful completion of the Factory Acceptance Testing (FAT) and post-delivery Site Acceptance Testing (SAT) by the Contracting Authority and completion of any remedial works to the satisfaction of the Contracting Authority (which were identified by either the Contractor or the Contracting Authority prior to delivery). |
| 4 | **5% of build completion**  The balance of the total cost of the vehicle | Following a period of three months from the date of the successful completion on the SAT and acceptance by the Contracting Authority i.e. full acceptance of the vehicle.  Subject to:   * Successful completion of stage three, and * Completion of all remedial works (to the satisfaction of the Contracting Authority) identified by the Contracting Authority or Contractor during the three months after delivery of the completed vehicle |

**ORDER FORM**

## Appendix 2 – Goods and Services

The Goods and/or Services captured within this Schedule are in addition to the requirements set-out within Schedule 6 (Invitation to Tender and Contractor’s Response) of the Framework Agreement, which shall be incorporated in and be deemed to be part of the Contract.

Should there be a conflict between the requirements within the Framework Agreement and those contained within this Order Form, then the requirements of the Order Form shall prevail.

**Contracting Authority requirements for Goods and/or Services:**

Contracting Authority to insert all information (or at least provide references to it) relating to the requirements for the Goods and/or Services as this Schedule of their Call-Off Contract, including:

* Quality standards applicable to the Goods and Services;
* Technical standards applicable to the Goods and Services;
* Warranty period for the Goods;
* Detail of any training that the Contracting Authority requires the Contractor to provide to the Contracting Authority's staff in relation to the operation of the Goods or the provision of the Services;
* Detail of any software licence(s) required in connection with the Goods and Services and the terms of such provision should be set out at Appendix 7 to this Order Form.]

This could simply be the Invitation to Tender (containing the requirement specification) and the Contractors response.

**ORDER FORM**

## Appendix 3 – Tender and Tender Clarifications

**The Contractor’s Tender, together with the Tender Clarifications, shall be incorporated in and deemed to be part of the Contract.**

[Contracting Authority to insert (i) Contractor’s Tender and (ii) the log of clarifications relevant to the Contractors Tender]

The clarifications within this appendix are in addition to those set-out within the Framework Agreement (unless stipulated otherwise by the Contracting Authority). The clarifications of the Framework Agreement are captured within Schedule 7 of the Framework Agreement Terms and Conditions.

Should there be a conflict between the clarifications within the Framework Agreement and those contained within Order Form, then the clarifications in this Order Form shall prevail.

**ORDER FORM**

## Appendix 4 – Amended and Additional Clauses

**Amendments, Supplements and/or Exclusions**

The Contracting Authority may amend, supplement and/or exclude any clauses contained within the Call-Off Terms and Conditions by populating the table within Section Eleven of the Order Form. Amendments may include, but shall not be limited to, the ability to substitute English Law with Scots Law (see proposed clause below).

The Contracting Authority shall not amend, supplement or remove the clauses within the body of the Call-Off Terms and Conditions – All changes shall be recorded within the Order Form.

Proposed clause amendment for substituting English Law with Scots Law:

Delete Clause 65 (Governing Law and Jurisdiction) of the Call-Off Terms and Conditions and replace with the following:

**65. GOVERNING LAW AND JURISDICTION**

65.1 Subject to the provisions of Clause 65.2, this Contract shall be considered as a contract made in Scotland, the Contracting Authority and the Contractor accept the exclusive jurisdiction of the Scottish Courts and agree that this Contract is to be governed by and construed according to Scots Law.

65.2 This Contract shall be binding upon the Contracting Authority and its successors and assignees and the Contractor and the Contractor's successors and permitted assignees