

Attachment 5a Order Form

CALL-OFF REFERENCE: **CCCR22A01**
THE BUYER: **Her Majesty's Passport Office (HMPO)**
BUYER ADDRESS **Globe House, 89 Ecclestone Square, London, SW1V 1PN**
THE SUPPLIER: **Royal Mail Group Limited**
SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information.**

REGISTRATION NUMBER: **04138203**
DUNS NUMBER: **227045366**
SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [REDACTED]

It's issued under the Framework Contract with the reference number **RM6017** for the provision of Secure Delivery of Passports in the UK.

CALL-OFF LOT:

Lot 3: Collection and Delivery of Letters, Large Letters and Parcels

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
 - Joint Schedules for **RM6017**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)

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- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7.4 (Financial Distress)
- 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 **RM6017**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.6)

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6017**

6. Call-Off Schedule 4 (Call-Off Tender)

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

REDACTED TEXT under FOIA Section 43 Commercial Interests

CALL-OFF START DATE

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[REDACTED]

CALL-OFF EXPIRY DATE

[REDACTED]

CALL-OFF INITIAL PERIOD:

Five (5) Years with the option to extend by two periods of one year (5+1+1)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) [*for the purpose of the procurement please refer to Attachment 3*].

MAXIMUM LIABILITY

Supplier's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 100% of the Estimated Yearly Charges.

REDACTED TEXT under FOIA Section 43 Commercial Interests

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) to be added following award of contract.

REIMBURSABLE EXPENSES

Not Applicable

PAYMENT METHOD

Monthly invoice

BUYER'S INVOICE ADDRESS:

HMPO:

Home Office Shared Service Centre

PO Box 5015

Newport

Gwent

NP20 9BB

GRO:

GRO Smedley Hydro

Trafalgar Road

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Birkdale

Southport

Merseyside

PR8 2HH

UKVI BRPs:

UKVI accounts Payable

Phoenix House

Newport

Gwent

NP10 8FZ

UKVI BTDs:

Travel Documents Section

Asylum Legacy Casework

Lunar House

40 Wellesley Road

Croydon

CR9 2BY

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER'S ENVIRONMENTAL POLICY

Appended at Joint Schedule 5

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

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PROGRESS REPORT FREQUENCY

Daily, weekly and monthly

PROGRESS MEETING FREQUENCY

Monthly

BUYER'S OPERATIONAL BOARD MEMBERS

HMPO:

REDACTED TEXT under FOIA Section 40, Personal Information.

UKVI BRPs:

REDACTED TEXT under FOIA Section 40, Personal Information.

UKVI BTDs:

REDACTED TEXT under FOIA Section 40, Personal Information.

GRO:

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER'S OPERATIONAL BOARD MEMBERS

REDACTED TEXT under FOIA Section 40, Personal Information.

OPERATIONAL BOARD PLANNED START DATE

One month after service commencement

OPERATIONAL BOARD MEETINGS FREQUENCY

Monthly

OPERATIONAL BOARD MEETINGS LOCATION

TBC

KEY STAFF

Buyer:

HMPO:

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UKVI BRPs:

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UKVI BTDS:

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GRO:

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Supplier:

REDACTED TEXT under FOIA Section 40, Personal Information.

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 40, Personal Information.

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's pricing schedules/submissions (including any variations to them), the Statement of Requirements (including any variations) only to the extent that it includes information provided by the Supplier as part of the Supplier's proposal, the original submission, the clarification documentation and all emails or correspondence which are marked "commercially sensitive", "private and confidential" or "subject to contract" should be considered confidential information

The duration it will remain confidential for is 6 years.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5% of the Call-Off Contract Charges.

The Service Period is one Month.

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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)

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| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information. | Name: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information. | Role: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date: | 25 January 2023 | Date: | 27 January 2023 |