**Order Form and Call-Off Schedules**

**Order Form**

CALL-OFF REFERENCE: CCCB21A09

THE BUYER: Standards and Testing Agency an Executive

Agency of the Department for Education (DFE)

BUYER ADDRESS REDACTED TEXT under FOIA Section 40,

Personal Information

THE SUPPLIER: ROYAL MAIL GROUP LIMITED T/A Parcel Force Worldwide

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40,

Personal Information

REGISTRATION NUMBER: 04138203

DUNS NUMBER: 227045366

SID4GOV ID: TBC at Contract Award

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31/08/2022.

It’s issued under the Framework Contract with the reference number **RM6171** for the provision of **Courier and Specialist Movements.**

CALL-OFF LOT(S): Lot 3

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) RM6171
3. Framework Special Terms

* Joint Schedules for RM6171
  + Joint Schedule 1 (Definitions)
  + 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 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 CCCB21A09
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 10 (Exit Management)
  + 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 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6171
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:

Special Term 1. (Security) - The parties agree that the certifications required under Clause 2.23 of Special Term 1 must be obtained within 6 months of Call-Off Start Date.

Special Term 2. (Step-in) – to supplement Call-off Schedule 8 (Business Continuity and Disaster Recovery). The parties agree that Step in Trigger Event (f) is deleted from the Schedule.

CALL-OFF START DATE: **01/09/2022**

CALL-OFF EXPIRY DATE: **31/08/2027 (including any extension options)**

CALL-OFF INITIAL PERIOD: **31/08/2025**

CALL-OFF DELIVERABLES

For the purposes of the Invitation to Tender, please refer to Attachment 3 Statement of Requirements, which will be inserted into Call-Off Schedule 20 (Call-Off Specification) on award of contract

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year isREDACTED TEXT under FOIA Section 43 Commercial Interests.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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)
* Continuous Improvement using Joint Schedule 13 (Continuous Improvement)

REIMBURSABLE EXPENSES

Reasonable expenses permitted when agreed in writing, in advance with the Buyer.

PAYMENT METHOD

## The Supplier and Authority shall agree the Invoicing Schedule, e.g. weekly or monthly, and the period of time each invoice will cover.

## Before issuing any invoice, the Supplier must issue the Authority with a Statement of Work within 5 working days of the agreed invoicing period. The Statement must set out the value of work completed evidenced by the number of packages delivered for each AO per day, itemised by destination (i.e., SB or residential marker), service type, and identifying the quantity of packages where surcharges apply. The Statements must also include an extract of the Supplier’s parcel tracking data for the packages. The Authority will compare the Statement to the other MI provided by the supplier and seek any necessary corrections before agreeing the value of the work conducted.

## The Authority will receipt the agreed value to the relevant PO. The Supplier must then issue the invoice for that value to the DfE Central Payments Team, at REDACTED TEXT under FOIA Section 40, Personal Information. Valid invoices will be paid within 30 working days of receipt.

## Invoices issued to any other email address, without the correct payment references, or without the correct value could be rejected or put on hold and so delay payment.

For further details around applicable payment mechanisms, see Call-Off Schedule 5 – Pricing Details.

BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

Not Applicable

BUYER’S SECURITY POLICY

See Special Term 1 – Security

AND

Security Policy: Departmental Security Assurance Model (DSAM) https://www.gov.uk/government/publications/government-supplier-assurance-framework

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

Weekly – frequency could be increased if required

PROGRESS MEETING FREQUENCY

Weekly – frequency could be increased if required

KEY STAFF

The Supplier:

REDACTED TEXT under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Pricing schedules/ submissions

Supplier's proposal

SERVICE CREDITS

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

The Service Credit Cap is equal to 100% of the charges payable within the defined period (Quarter) that the service level breach occurred.

The Service Period which is the time period that the KPIs and any Service Credits are measured across is: Quarterly (3 months)

Buyer KPI reviews with the Supplier take place at the end of each applicable Quarter.

The Supplier shall be deemed to have caused a critical service failure if they:

1. Fail to meet the success criteria for any Mobilisation deliverable by the milestone in the Implementation Plan plus 10 working days or
2. Achieve a performance rating % below the highest possible Inadequate score for any one of the following KPIs during any three consecutive KPI reviews (i.e., most recent plus two prior):

* KPI 3 Failed collections
* KPI 4 Lost, unrecovered, or damaged packages
* KPI 5 Scanning bureau deliveries or

1. Fail to achieve a performance rating of at least Approaching Target during any six consecutive KPI reviews (i.e., most recent plus five prior), for any one of the following KPIs:

* KPI 3 Failed collections
* KPI 4 Lost, unrecovered, or damaged packages
* KPI 5 Scanning bureau deliveries
* KPI 6 Residential marker deliveries Day 1

ADDITIONAL INSURANCES

Not Applicable

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)

|  |  |  |  |
| --- | --- | --- | --- |
| **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: | 31/08/2022 | Date: | 01/09/2022 |