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Framework Schedule 6b (Order Form Template and Call-Off Schedules) Direct Award

Order Form

CALL-OFF REFERENCE: Project_18678 Asylum Seeker Interview Spaces -
Surge Provision

THE BUYER: **THE SECRETARY OF STATE FOR THE HOME
DEPARTMENT** acting as part of the Crown

BUYER ADDRESS 2 Marsham Street, London SW1P 4DF

THE SUPPLIER: Corporate Travel Management (North) Limited

SUPPLIER ADDRESS: Shire House, 2 Humboldt Street
Bradford BD1 5HQ

REGISTRATION NUMBER: 00488182

DUNS NUMBER: 213089972

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17 February 2025.

It's issued under the Framework Contract with the reference number **RM6342** for the provision of Asylum Seeker Interview Spaces – Surge Provision.

CALL-OFF LOT(S):

LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: UK & Overseas O Booked Business Travel, Approved Civilian	X	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 1)

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Programmes and Emergency Response Solutions		(Lot 1: 6 - 6.449.9)
Lot 2: UK-Booked National and International Business Travel	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 2) (Lot 2: 7 - 7.772)
Lot 3: Venue Find & Supporting Services for Meetings, Conferences & Events	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 3) (Lot 3: 8 - 8.81)
Lot 4: Venue & Vessel Accommodation & Wraparound Services	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 4) (Lot 4: 9 - 9.65)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “column 2” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

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:

This contract has been categorised as a Silver contract in accordance with the Cabinet Office Contract Tiering Tool

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

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2. Joint Schedule 1 (Definitions and Interpretation) **RM6342**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6342**
 - 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6342**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 9a (Security)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Corporate Resolution Planning)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6342**

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 clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

- Clause 2.4 shall be deleted and replaced with the following wording:

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“If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Further Competition) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Direct Award). If allowed by the Regulations, the Buyer can:

- (a) make changes to the Order Form Template;
- (b) create new Call-Off Schedules;
- (c) exclude optional template Call-Off Schedules; and/or
- (d) use Special Terms in the Order Form to add or change terms.

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 4.5(a) shall be deleted and replaced with the following wording:
“exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice.”
- Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: “including arising out of or in connection with the removal of their activity in connection to this call of contract of their employment and/or the exercise of the Buyer’s right under Clause 7.2”;
- Clause 10.6.3(b) shall be amended so that the words “in the Contract Year in which termination occurs” will be added before the words “if the Contract” in the last line.
- Clause 14.4 shall be amended by the inclusion of the words “(including, but not limited to, the Supplier System as defined in Call-Off Schedule 6)” after the words “Supplier system”.
- Clause 14.8(c), shall be deleted and replaced with the following wording:
“must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”.
- A new Clause 15.8 shall be added at the end of Clause 15 as follows:

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“Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of its Intellectual Property Rights.”

- Clause 10.2.2 shall be amended so that it reads as follows: “Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days’ written notice.
- A new Clause shall be added as “Clause 36 Changes to the number of Rooms and/or Facilities”. This shall be as follows:
 - 36.1 The Buyer has the right to increase or decrease (at any time and for any period), the number of Rooms and/or Facilities under this Call-Contract at existing or new locations.
 - 36.2 Subject to Clauses 36.3 and 36.4 below, the Parties shall implement any necessary Variation required by Clause 36.1 using the Variation Procedure within a reasonable time period as mutually agreed by both Parties, but no longer than 30 days.
 - 36.3 If the number of Rooms and/or Facilities are decreased:
 - a. the Supplier shall decrease their Charges reasonably and proportionately; and
 - b. the Buyer shall pay the Supplier’s reasonable committed and unavoidable Losses associated with the decrease, as long as the Supplier provides a fully itemised and costed list with evidence and has used its reasonable endeavours to mitigate the amount of Losses - the maximum value of this payment shall not be more than the sums that would have been paid to the Supplier had the decrease in the Rooms and/or Facilities not happened.
 - 36.4 The Supplier may not either:
 - a. reject the Variation except in the instances specified in Clause 24.3; or
 - b. increase the Charges, except where the Charges are adjusted reasonably and proportionately to account for an increase in the number of Rooms and/or Facilities.

CALL-OFF START DATE: 05 March 2025

CALL-OFF EXPIRY DATE: 05 December 2025

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CALL-OFF INITIAL PERIOD: 9 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to a further 6 Months subject to Buyer notice one month prior to contract expiry date.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 is **£4,087,782.05**.

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:

- Variation
- Specific Change in Law
- Use of Call-off Schedule 3 (Continuous Improvement)
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be made via BACS transfer and upon approval of invoices submitted.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method stipulated by the Buyer in the Order Form.

The Supplier must facilitate any change of payment method requested by the Buyer on reasonable notice to the Supplier during the term of any Call-Off Contract and for the avoidance of doubt any such change shall not be subject to the provisions of Clause 24.

The Supplier shall not charge the Buyer for implementing or complying with a change in payment method during the term of the Call-off Contract.

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BUYER'S INVOICE ADDRESS:

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] and can be in the following formats; pdf, tiff, jpeg or png, (Excel is not supported.)

Alternatively, hard copy invoices may be posted to;

[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]

[REDACTED], [REDACTED], [REDACTED], [REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

BUYER'S AUTHORISED REPRESENTATIVE

Leidy Gomez

Commercial Specialist

[REDACTED]

[REDACTED], [REDACTED]

Or;

James Cupis

Operational Lead

[REDACTED], [REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

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N/A

BUYER'S SECURITY POLICY

In line with Call-Off Schedule 9A (Security), please see the Security Management Plan.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

The Supplier shall provide the Buyer with Progress Reports every month on a date to be agreed with the Buyer.

The Supplier shall attend Progress Meetings with the Buyer every quarter as part of the Quarterly Commercial Review Meeting

KEY STAFF

[REDACTED]

KEY ROLES

Supplier Framework Manager	[REDACTED]
Supplier Marketing Contact	[REDACTED]

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Project Manager	[REDACTED]
Implementation Manager	[REDACTED]
Senior Responsible Owner for project	[REDACTED]
Contract Manager	[REDACTED]
Operational Manager (may be multiple staff but should have a clear way to contact at all service hours).	[REDACTED]
Safeguarding Lead	[REDACTED]
Finance or Accounts Lead (for issues regarding invoices)	[REDACTED]

KEY SUBCONTRACTOR(S)

Details are in Joint Schedule 6 (Key Subcontractors).

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information is detailed in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

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

The Service Credit Cap is: [REDACTED] of the Monthly Charges due

The Service Period is: [REDACTED]

A Critical Service Level Failure is: A Critical Service Level Failure is a substantial breach or failure to meet the predefined Service Levels outlined in Schedule 10. The Critical Service Level Failure Threshold is as defined in Annex A to Schedule 14.

ADDITIONAL INSURANCES

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

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	5 th March 2025	Date:	5 th March 2025.

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