

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form (Lots 3 to 10)

CALL-OFF REFERENCE: **CCPL21A04 - C13715 – Home Office Outbound Postal Services – Sub-Lot B: Standard Services (2nd Class Equivalent)**

THE BUYER: **Home Office**

BUYER ADDRESS **2 Marsham Street, London SW1P 4DF**

THE SUPPLIER: **Whistl UK Ltd**

SUPPLIER ADDRESS: **Meridian House, Fieldhouse Lane,
Marlow, Buckinghamshire, SL7 1TB**

REGISTRATION NUMBER: **04417047**

DUNS NUMBER: **424294655**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/10/2021. It is issued under the Framework Contract with the reference number **RM6017** for the provision of **Home Office Outbound Postal Services – Sub-Lot B: Standard Services (2nd Class Equivalent)**

CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
3	Collection and Delivery of Letters, Large Letters and Parcels	Yes
4	Collection and Delivery of Letters, Large Letters and Parcels to International Destinations	No
5	Audits, Efficiency Reviews and Niche Consultancy	No

Framework Schedule 6 (Order Form and Call-Off Schedules)

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6	Business Process Outsourcing, Mailroom, Document and Data Managed Service	No
7	Hybrid Mail, Digital and Transformational Communications	No
8	Inbound Delivery Services	No
9	Mail Opening and Digital Scanning Services	No
10	Security Screening Services	No

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)
 - 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)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **Call-Off Contract C13715 – Home Office Outbound Postal Services – Sub-Lot B: Standard Services (2nd Class Equivalent)**
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - 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)

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- 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) 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.

The following Schedules shall **not** be used:

- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 17 (MOD Terms)

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

CALL-OFF START DATE: **22nd October 2021**

CALL-OFF INITIAL EXPIRY DATE: **21st October 2024**

CALL-OFF LATEST EXPIRY DATE: **21st October 2026**

CALL-OFF INITIAL PERIOD: **Three Years (3+1+1)**

Service commencement date is targeted for TBC

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:
Sub-Lot B: Standard Services = £2,250,000

CALL-OFF CHARGES

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

The maximum contract value for Lot B is £11,250,000.00 (exc. VAT) including all extension options.

REIMBURSABLE EXPENSES (LOT 5 ONLY)

N/A

PAYMENT METHOD

To be confirmed by the Buyer prior to the Call-Off Start Date but, as a minimum, the Supplier shall provide monthly consolidated invoicing or electronic billing.

BUYER'S INVOICE ADDRESS:
REDACTED

BUYER'S AUTHORISED REPRESENTATIVES:
REDACTED

BUYER'S ENVIRONMENTAL POLICY
Available online at <https://www.gov.uk/government/publications/greening-government-commitments-targets>

BUYER'S SECURITY POLICY
Available online at <https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED

SUPPLIER'S CONTRACT MANAGER
REDACTED

PROGRESS REPORT FREQUENCY
As set out in Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY
As set out in Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF
As set out in Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)
REDACTED

COMMERCIALLY SENSITIVE INFORMATION
As set out 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:
(a) In the period from the Call-Off Start Date to the end of the first Call-Off Contract Year 5% of the Estimated Year 1 Call-Off Contract Charges; and

- (b) During the remainder of the Call-Off Contract Period, 5% of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of 12 months immediately preceding the Month in respect of which Service Credits are accrued.**

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not applicable; except where there is a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

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 20 (Call-Off Specification), Call-Off Schedule 14 (Service Levels); Framework Schedule 1 (Specification) and Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	