

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

Order Form (Lots 3 to 10)

CALL-OFF REFERENCE: GPA.2022.454

THE BUYER: Government Property Agency

BUYER ADDRESS Floor 9,
23, Stephenson Street Birmingham B2 4BH

THE SUPPLIER: SPS UK&I Ltd

SUPPLIER ADDRESS: Oriel House, 26 The Quadrant, Richmond London,
TW9 1DL

REGISTRATION NUMBER: 04482213

DUNS NUMBER: 64-078-8878

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **16/12/2022**. It's issued under the Framework Contract with the reference number **RM6017** for the provision of **Off Site** Mail Screening Services.

CALL-OFF LOT(S):

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

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	Yes

Property Location: Feethams House Darlington & 2 Marsham Street London

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)
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 - Call-Off Schedules for **RM6017**
 - Call-Off Schedule 1 (Transparency Reports)
 - [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 14 (Service Levels)
 - [Call-Off Schedule 20 (Call-Off Specification)
 - [Call-Off Schedule 21 (Security Policy)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6017**

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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

(Not Applicable)

CALL-OFF START DATE: 09/01/2023**CALL-OFF EXPIRY DATE:** 08/01/2028**CALL-OFF INITIAL PERIOD:** 5 years**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

[REDACTED]

The requirement is for a 5 year contract to SPS, for mail screening at a cost of [REDACTED] exc VAT RDEL based on estimated post volumes. The estimated total contract value for the full 5 years is **£624,955.00**

Do note that volumes are not guaranteed.

a. The anticipated costs and mail volumes at Feethams House are as follows:

Total Items per annum	Average Items per day	Annual cost of Mail (£)	Annual Next Day Delivery Charge (£)	Annual total cost (£)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

b. The anticipated costs and mail volumes at 2 Marsham Street are as follows:

Total Items per annum	Average Items per day	Annual cost of Mail (£)	Contingency (15%)	Annual Next Day Delivery Charge (£)	Annual total cost (£)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Across both sites the costs are made up of the following itemised prices:

[REDACTED]
[REDACTED]
[REDACTED]

In addition to this, a 15% contingency is proposed for 2MS, on the basis that the expectation is that more clients will be moving into 2MS which should increase the future mail volumes.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

E-mail contact details: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

and GPAs Sustainability Plan in Annex 1

BUYER'S SECURITY POLICY

Available online at :

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Director
[REDACTED]

SPS UK&I Ltd, Oriel House, 26 The Quadrant, Richmond, TW9 1DL

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Site Manager

[REDACTED]

SPS UK&I Ltd, Unit 10 SEGRO Business Park, Bidder Street, Canning
Town, London, E16 4ES

[REDACTED]

Senior Site Supervisor

[REDACTED]

SPS UK&I Ltd, Unit 10 SEGRO Park, Bidder Street, Canning Town, London, E16
4ES

PROGRESS REPORT FREQUENCY

Within the first Seven Working Days of each Month

PROGRESS MEETING FREQUENCY

Quarterly

BUYER'S OPERATIONAL BOARD MEMBERS

[REDACTED]

GPA Regional Workplace Services Manager (Central)

[REDACTED]

KEY STAFF

[REDACTED]

Bid Manager | SPS UK&I Ltd

[REDACTED]

SPS UK&I Ltd, Oriel House, 26 The Quadrant, Richmond, TW9 1DL

KEY SUBCONTRACTOR(S)

24-32 London Road
Newbury
Berkshire
RG14 1JX

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U.P.S Limited
UPS House
Forest Road
Feltham
Middlesex
TW13 7DY

(20% of work being delivered by sub-contractor)

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

See KPIs

ADDITIONAL INSURANCES






Not applicable

GUARANTEE

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 the Government Property Agency an Executive Agency of the Cabinet:	
Signature:		Signature:	
Name:		Name:	
Role:	Head of Public Sector	Role:	Head of Commercial
Date:		Date:	
Signature:		Signature:	
Name:		Name:	
Role:	CEO	Role:	
Date:		Date:	