

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

Order Form

CALL-OFF REFERENCE:	C254997
THE BUYER:	The Secretary of State for Health and Social Care, as part of the Crown through UK Health Security Agency
BUYER ADDRESS	Nobel House, 17 Smith Square, London, SW1P 3HX
THE SUPPLIER:	Topspeed Couriers Limited
SUPPLIER ADDRESS:	Unit 12, Ion Path, Winsford Ind Estate, Winsford, Cheshire, CW7 3BX
REGISTRATION NUMBER:	N/A
DUNS NUMBER:	503303851
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and 25th March 2024.

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 4

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. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6171
 - 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 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **C254997**
 - 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call Off Schedule 20 – (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6171

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:

None

CALL-OFF START DATE: 1 April 2024

CALL-OFF EXPIRY DATE: 30 September 2024

CALL-OFF INITIAL PERIOD: 6 months

EXTENSION OPTION Up to an additional 6 months, to a date no later than 31 March 2025.

CALL-OFF DELIVERABLES

Option B: 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 **£328,353.54 (inc VAT)**.

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:

- Indexation
- Specific Change in Law
- Benchmarking using Joint Schedule Schedule 14 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall invoice the Buyer monthly in arrears for the actual activity performed in the prior month. Payment shall only be made on provision of evidence of delivery of the Services. Each invoice must include a detailed breakdown of the Services performed and the associated Charges. The payment method for this Call-off Contract is BACS. The Buyer will pay the Supplier within 30 days of receipt of a valid, undisputed invoice.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to: [REDACTED]

UKHSA Billing Address: [REDACTED]
[REDACTED]

UKHSA VAT No: GB888851648

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Included as Appendix A – UKHSA Environmental Policy

BUYER'S SECURITY POLICY

Included as Appendix B – DHSC Information Security Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Unit 12 Ion Path, Winsford Industrial Estate, Winsford, Cheshire. CW7 3BX

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Unit 12 Ion Path, Winsford Industrial Estate, Winsford, Cheshire. CW7 3BX

PROGRESS REPORT FREQUENCY

Weekly and Monthly.

Reports should include but not be limited to the following, general summary of service performance against key deliverables, KPI reporting, Customer Service reporting, operational issues / risks the structure and content of Progress and performance

reports to be agreed between the parties during implementation.

Each UKHSA account will require a weekly analysis of completed jobs detailing:

Weekly Reporting Requirements:

- The job number
- Booking Time and Agreed deliver by time
- Job Start Time and End Time
- Mileage and Mileage cost
- Waiting Time
- Other Charges

Monthly Reporting Requirements:

- Number of jobs
- Number of jobs exceeding agreed Collection time
- Number of jobs exceeding agreed Delivery By time
- Total mileage and Total mileage costs
- Total waiting time costs
- Total of any other costs

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Data should be available in Microsoft Excel format and also in Adobe Acrobat reports.

If there is a Nil Return/No Usage, the Supplier is expected to submit a Nil Return Report to UKHSA.

PROGRESS MEETING FREQUENCY

Monthly (or as otherwise agreed with UKHSA Authorised Representative in writing)

KEY STAFF

For the Buyer

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

For the Supplier

[REDACTED]
[REDACTED]
[REDACTED]
Unit 12 Ion Path, Winsford Industrial Estate, Winsford, Cheshire. CW7 3BX
[REDACTED]

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

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

The Service Credit Cap is: between 0.5% - 2% of each percentage under the specified Service Level dependant upon the Service Level Criterion

The Service Period is: One Month

A Critical Service Level Failure is less than 98%

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Framework Ref: RM6171

Project Version: v1.0

Model Version: v3.8

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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 as detailed within the CCS RM6171 Framework Specification, and as detailed below:

Our Social Value Priorities

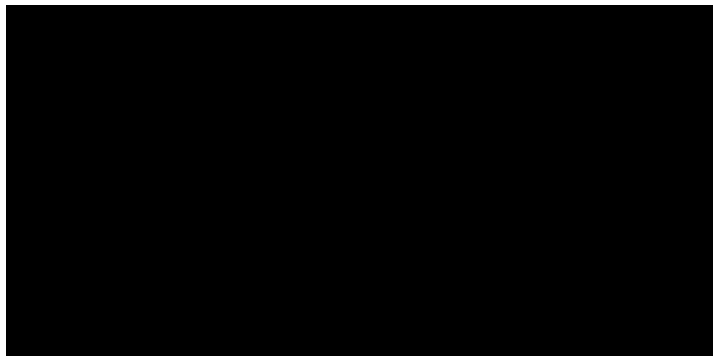
Economic benefits and growth through:

- Encouraging SME participation.
- The Framework Agreement is structured into individual lots to allow for regional solutions.
- Promotion of supply chain spend with SMEs supported by practical safeguards such as prompt payment commitments.
- Fair and ethical employment practices and skills development through;
- Requirements to mitigate the risk of Modern Slavery in supply chains associated with the service and solutions offered;
- Providing quality work for fair pay, including provision to allow Buyers to require payment of the Living Wage;
- Requirement to support skills development and delivery of the apprenticeship commitment for Call-Off Contracts of £10,000,000.00 and above and duration of 12 months and above, in accordance with the Policy set out in detail in Policy Procurement Note 14/15: <https://www.gov.uk/government/publications/procurement-policy-note-1415-supporting-apprenticeships-and-skills-through-public-procurement>

Delivering Social Value

- The Supplier shall work with the Buyer to help them conform to the Public Services (Social Value) Act 2012 and Well-being of Future Generations (Wales) Act 2015 in England and Wales and the Procurement Reform (Scotland) Act 2014 in Scotland.

For and on behalf of the Supplier:



For and on behalf of the Buyer:

