

Crown Commercial Service

Call Off Order Form and Call Off Terms for Services

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Disposal Services** dated **28/05/2020**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	[*INSERT PO NUMBER*]
From	[██████████ – Cabinet Office] ("CUSTOMER")
To	[██████████ – Guardian Services] ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: [28/05/2020]
1.2.	Expiry Date: End date of Initial Period [31/10/2020] End date of Extension Period [n/a] Minimum written notice to Supplier in respect of extension: [14 days prior to the end of the initial period]

2. SERVICES

2.1	Framework Lot or Lots under which this Order is being placed:	Lot 1: Class 6.2 Infectious Substances (Category A and Category B), Non-Infectious Substances, Biological Substances, Blood and Tissue	
		Lot 2: Controlled Drugs and Pharmaceuticals	
		Lot 3: Secure Cash and Valuables in Transit, Collection, Delivery and Processing Service	

		Lot 4: Explosive Substances (Class 1) and Firearms			
		Lot 5: The Haulage, Storage and Disposal of Seized Goods		X	
		Lot 6: The Haulage, Storage and Disposal of Vehicles			
		Lot 7: Radioactive Materials (Class 7)			
2.2	Services required: In Call Off Schedule 2 (Services)	Recycling	Recycling to downstream partners where materials can be utilised within other processes		
		Dismantling	Offering a dismantling process for dangerous goods such as lithium batteries in order to enable disposal		
		Rebate	Rebate capture on items known to contain precious metals		
		Destruction	Destruction beyond recovery or identification of the item, component or asset. Includes fragmentation and incineration		
		Audit trail	Can provide an audit trail and certificate of destruction		

3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: [The Supplier shall confirm with the Customer the draft Implementation Plan provided]	<p><i>The 9 projects (subject to change) currently in the Ventilator Challenge Wind-Down process require both Re-Sale and Disposal services applied.</i></p> <p><i>The Supplier will work with the Customer to work through each of these projects to allocate inventory for either re-sale or disposal. The Customer will endeavour to provide 3 working days notice of intention to visit a site (which vary in location around the UK). The Supplier will endeavour to respond, attend and turn around advice within 1-2 working days.</i></p> <p><i>Once agreed, the Supplier and the Customer will arrange transport of inventory out of it's production facility for disposal.</i></p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: []	<i>Guidance Note: see Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions). Specify any particular standards that should apply to this Call Off Contract, including those which relate to the Cyber Essentials Scheme (even if Cyber Essentials Scheme standards do not apply at Framework level).</i>
4.2	Service Levels/Service Credits: [Not applied]	
4.3	Critical Service Level Failure: [Not applied]	
4.4	Performance Monitoring: [In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)] [OR] [Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall be amended as follows: []]	<i>Guidance Note: see Clause 19 (Performance Monitoring) and the provisions of Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). Set out any specific performance monitoring requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).</i>
4.5	Period for providing Rectification Plan:	In Clause 38.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: N/A	
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms):	<i>As in clause 27.2</i>

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	<i>Costs must be set out (per project) by;</i> <ul style="list-style-type: none"> - Budgeted and Actual labour cost - Budgeted and Actual Actual transport/logistics costs - Budgeted and Actual rebate costs against recycled metals - Budgeted and Actual processing fees
6.2	Payment terms/profile (including method of	<i>30 days</i>

	<p>payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>	
6.3	<p>Reimbursable Expenses:</p>	<p><i>Not permitted – all costs to be set out in project budget</i></p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>[1 Horse Guards Rd, Westminster, London SW1A 2HQ]</p>	<p><i>Guidance Note: insert Customer billing address for the purposes of paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</i></p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>[1] Call Off Contract Years from the Call Off Commencement Date</p>	<p><i>Guidance Note: For the purpose of paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), insert the number of Call Off Contract Years from the Call Off Commencement Date during which the Call Off Contract Charges shall remain fixed for.</i></p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 10.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>[1] of each Call Off Contract Year during the Call Off Contract Period</p>	<p><i>Guidance Note: for the purpose of paragraph 10.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), insert the dates in each Call Off Contract Year on which the Supplier is obliged to carry out periodic assessments of the Call Off Contract Charges with a view to reducing them.</i></p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>[Not Permitted]</p>	<p><i>Guidance Note: consider paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). State if the Supplier is permitted to request an increase of the Call Off Contract Charges after the expiry of the period during which the Call Off Contract Charges should remain fixed under paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</i></p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £ [1,280,000.00]</p>	<p><i>Guidance Note: consider Clauses 36.2.1 and 36.2.2 in respect of limitation of liability and see the definition of “Estimated Year 1 Call Off Contract Charges” in Call Off Schedule 1 (Definitions). Insert the sum that should apply to the definition.</i></p>
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7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); [In Clause 36.2.1 of the Call Off Terms]	<i>Guidance Note: consider Clause 36 (Liability) and confirm the Supplier's financial limits of liability. Consider whether the default limits to the Supplier's liability in Clause 36.2.1 are appropriate for the Call Off Contract and represent the right apportionment of risk between the Customer and the Supplier. The aim should be to establish liability ceilings reflecting a combination of the best estimate by the Customer of the losses that it (and any other associated bodies) might suffer in the event of a Default by the Supplier, the likelihood of those losses occurring and the value for money considerations in limiting liability.</i>
7.3	Insurance (Clause 37.3 of the Call Off Terms): []	<i>Guidance Note: see Clause 37 (Insurance). Include any specific minimum insurance policies and related requirements pursuant to Clause 37.3.</i>

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): [In Clause 41.2.1(c) of the Call Off Terms] [OR] [The percentage of "80%" in Clause 41.2.1(c) shall be amended to []]	<i>Guidance Note: consider Clause 41.2.1(c) (Termination on Material Default). Insert an appropriate percentage to facilitate the ability of the Customer to terminate the Call Off Contract for material Default where, as a result of any Defaults, the Customer incurs Losses in any Call Off Contract Year which exceed a certain percentage of the value of the Supplier's aggregate annual liability limit for that Call Off Contract Year as set out in Clause 36.2.1 (Financial Limits).</i>
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms): [In Clause 41.7.1 of the Call Off Terms] [OR] [The period of thirty (30) Working Days in Clause 41.7.1 shall be amended to []]	<i>Guidance Note: consider Clause 41.7.1 (Termination without cause). Confirm the minimum number of Working Days that should be the notice period in respect of termination without cause. It is suggested that in long term contracts this should be a minimum of 30 Working Days, as stipulated in Clause 41.7.1.</i>
8.3	Undisputed Sums Limit: [In Clause 42.1.1 of the Call Off Terms] [OR]	<i>Guidance Note: consider Clause 42.1.1 (Termination of Customer Cause for failure to pay) in respect of the Supplier's right to terminate the Call Off Contract for undisputed sums which have not been paid</i>

	<p>[The wording “one month’s average Call Off Contract Charges” in Clause 42.1.1 shall be amended to []]</p>	<p>by the Customer. Insert an appropriate sum that should be the “Undisputed Sums Limit”. It is suggested that this should normally be the equivalent to one (1) month’s average Call Off Contract Charges.</p>
8.4	<p>Exit Management:</p> <p>[Not applied]</p> <p>[OR]</p> <p>[In Call Off Schedule 9 (Exit Management)]</p> <p>[OR]</p> <p>[Call Off Schedule 9 (Exit Management) shall be amended as follows: []]</p>	<p>Guidance Note: see Clause 45.5 (Exit Management) and Call Off Schedule 9 (Exit Management). Call Off Schedule 9 is likely to be relevant in the context of procuring Services, with emphasis on procuring Services on an ongoing basis. Select the third option if you have any specific exit requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 9 (Exit Management).</p>

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Project Name	Location
		Sagentia	Cambridge
		Cogent	Felixstowe, Suffolk
		Oxvent	Hull, East Yorkshire
		Plexus	Kelso, Scottish Borders
		BlueSky	Bicester, Oxfordshire
		CCL	Cambridge
		CoVent	Malmsbury, Wiltshire
		BAE Systems	Dunfermline, Portsmouth & Guilford
9.2	Commercially Sensitive Information:	<p>Some information held at supplier locations, including the full inventory list may be classified as sensitive. The Supplier should seek clarity upon entering locations listed above</p>	

	[]	<i>and confirm whether pictures can be taken. When in Supplier custody inventory should be treated as necessary when any sensitivity is raised in these visits.</i>
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	N/A.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Not required
10.3	Security: [Select short form security requirements] [or] [Select long form security requirements] [AND] [Security Policy]	<i>Guidance Note: See Call Off Schedule 7 (Security); and the definition of "Security Policy" in Call Off Schedule 1 (Definitions).</i> <i>Consider and select short form (paragraphs 1 to 5 of Schedule 7 (Security)) or long form terms (paragraphs 1 to 8 of Schedule 7); insert in Annex 1 any additional security requirements of the Customer that should form the "Security Policy" under this Call Off Contract, as appropriate to your security requirements.</i>
10.4	ICT Policy: [Not applied]	
10.5	Testing: [Not applied]	
10.6	Business Continuity & Disaster Recovery: [Not applied] Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be [insert period of time]	
10.7	Failure of Supplier Equipment (Clause 32.8 of the Call Off Terms): [Not applied]	
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): []	<i>Customer data to be treated as sensitive.</i>
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: [1 Horse Guards Rd, Westminster,	<i>Guidance Note: Specify the postal address and email address of both the Customer and the Supplier for the purpose of serving notices under the Call Off Contract as</i>

	London SW1A 2HQ, <div style="background-color: black; height: 15px; width: 100%;"></div> Supplier's postal address and email address: <div style="background-color: yellow; width: 20px; height: 15px; display: inline-block;"></div>	<i>required under Clause 55 (Notices).</i>
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	<i>Transparency reports may be required on the processing of inventory under disposal (especially those dangerous goods).</i>
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): <div style="background-color: yellow; width: 20px; height: 15px; display: inline-block;"></div>	N/A
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)	N/A



FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.


The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	 Sales & Security Director
Signature	
Date	31 st July 2020

For and on behalf of the Customer:

Name and Title	 Government Chief Commercial Officer
Signature	
Date	

Part 2 - SHORT ORDER FORM

In this Short Order Form, capitalised expressions shall have the meanings set out in Call Off Contract Schedule 1 (Definitions), Framework Agreement Schedule 1 or the relevant Call Off Contract Schedule in which that capitalised expression appears.

The Supplier shall supply the Services specified in this Short Order Form to the Contracting Authority on and subject to the terms of the Call Off Contract for the duration of the Call Off Initial Period.

This Order Form should be used by Contracting Authorities post running a Further Competition Procedure under the Specialist Courier Services Framework Agreement ref. RM3799.

All the standard terms of the Call Off Contract will apply in the connection with the Short Order form, with the ability to select any Additional/Alternative Clauses.

Contracting Authorities must only Call Off from the Services available in Part A of Framework Agreement Schedule 2 (Services).

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/courier-services>

Section A

General Information

This Short Order Form is issued in accordance with the provisions of the Specialist Courier Services Framework Agreement RM3799.

Guidance Note: In completing the Short Order Form, Contracting Authorities must ensure that they are acting in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33. Following a Further Competition Procedure, Contracting Authorities should note, the requirements under paragraphs 6 and 11 of Regulation 33; and complete the Short Order Form by reference to the Statement of Requirements and the Call Off Tender submitted during the Further Competition Procedure.

Contracting Authority details

Contracting Authority organisation name

The Cabinet Office

Billing address

Your organisation's billing address - please ensure you include a postcode

1 Horse Guards Rd, Westminster, London SW1A 2HQ

Contracting Authority representative name

The name of your point of contact for this Order

[REDACTED]

Contracting Authority representative contact details

Email and telephone contact details for the Contracting Authority's representative

[REDACTED]

@cabinetoffice.gov.uk

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement

Same Day PLC Guardian Service

Supplier address

Supplier's registered address

Bluebell House, Brian Johnson Way, Preston ,PR2 5PE

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative

[REDACTED]

@guardian-service.co.uk

Mobile

[REDACTED]

Order reference number

A unique number provided by the supplier at the time of quote
CO Ventilator Challenge Project

Section B**Overview of the requirement****Framework Lot or Lots under which this Order is being placed**

Tick the box(es) below as applicable

Lot 1: Class 6.2 Infectious Substances (Category A and Category B), Non-Infectious Substances, Biological Substances, Blood and Tissue	<input checked="" type="checkbox"/>
Lot 2: Controlled Drugs and Pharmaceuticals	<input checked="" type="checkbox"/>
Lot 3: Secure Cash and Valuables in Transit, Collection, Delivery and Processing Service	<input checked="" type="checkbox"/>
Lot 4: Explosive Substances (Class 1) and Firearms	<input checked="" type="checkbox"/>
Lot 5: The Haulage, Storage and Disposal of Seized Goods	<input type="checkbox"/>
Lot 6: The Haulage, Storage and Disposal of Vehicles	<input checked="" type="checkbox"/>
Lot 7: Radioactive Materials (Class 7)	<input checked="" type="checkbox"/>

Contracting Authority project reference

Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management

Ventilator Challenge

Call Off Commencement Date

The Call Off Commencement Date is the date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

28/05/2020

Call Off Contract Period (Term)

A period in Months that does not exceed X Months (X years).

3

Call Off Initial Period Months

A period in Months that does not exceed 12 Months (1 years).

3 months

Call Off Extension Period (Optional)
Months

n/a

Specific Standards or compliance requirements

Include any conformance or compliance requirements with which the Services must meet

N/a

Section C

Service Requirements

Please provide details of all Services required including the locations where the Supplier will be required to deliver the Services ordered.

Location/site(s) for collection

Plexus
Eva/ Cogent
Oxvent
CoVent (Dyson)
BAE Systems
CCL/ Apollo
Sagentia
BlueSky
Babcock Zephyr
OES/ Gemini
Penlon
Smiths

Date(s) for collection

TBC by programme team

Location/site(s) for delivery

Guardian Services

Date(s) for delivery

TBC by programme team

Services *Ensure your requirements are consistent with Clauses 7 and 8 of the Call Off Terms.*

To include:

- *Details of the consignment(s) – type, weight, dimensions, quantity, if applicable, Dangerous Goods Classification;*
 - *UN Type Packaging;*
 - *Security Requirements;*
 - *Personnel Requirements;*
 - *Liability & Insurance Requirements;*
 - *Value of Goods;*
 - *Special Instructions.*

[Click here to enter text.](#)

Security Requirements (see 'Call Off Schedule 7: Security' in Attachment 6: Call Off Terms)

Short form security requirements

X

Long form security requirements



Additional/Optional Clauses (see 'Call Off Schedule 14: Alternative and/or Additional Clauses' in Attachment 6 Call Off Contract) Tick as required

Alternative Clauses Tick any applicable boxes below		Additional Clauses Tick any applicable boxes below	
Scots Law Or Northern Ireland Law	<input type="checkbox"/>	A: Security Measures	<input type="checkbox"/>
Non-Crown Bodies	<input type="checkbox"/>	B: NHS Additional Clauses	<input type="checkbox"/>
Non-FOIA Public Bodies	<input type="checkbox"/>	C: MOD	<input type="checkbox"/>
Financial Limits	<input type="checkbox"/>	D: Obligations to Advertise Supply Chain Opportunities	<input type="checkbox"/>

Payment Terms (including payment method) Tick as required

Upfront	<input type="checkbox"/>
7 days in arrears	<input type="checkbox"/>
30 days in arrears	X
Other	<input type="checkbox"/>

Supplier Response

Call Off Tender

Insert a copy of the Call Off Tender submitted by the Supplier in response to the Contracting Authority's Statement of Requirements.

NA

Total contract value

The total contract value (the Call Off Contract Charges) as detailed in the Call Off Tender submitted by the Supplier in response to the Contracting Authority's Statement of Requirements, including any applicable discount(s), but excluding VAT.

£1,280,000

Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Specialist Courier Services Framework Agreement RM3799.

The Supplier shall supply the Services specified in this Order Form to the Contracting Authority on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

Signatures

For and on behalf of the Contracting Authority

Name	[REDACTED]
Job role/title	Government Chief Commercial Officer
Signature	
Date	

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	Sales & Security Director
Signature	[REDACTED]
Date	31.07.2020