

Crown Commercial Service

**RM3799 ITT_3759 - LOT D1 UK Transportation of Category A Pathogens Call Off Order Form
and RM3799 Lot D1 Call Off Terms for Services**

FRAMEWORK SCHEDULE 4

**RM3799 ITT_3759 LOT D1 UK Transportation of Category A Pathogens Call Off Order Form and
RM3799 Lot D1 Call Off Terms for Services**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Lot A1 Immediate Collection and Delivery dated 1st March 2019.

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	To be advised according to business needs
From ("CUSTOMER")	Public Health England [REDACTED]
To ("SUPPLIER")	Topspeed Couriers Ltd [REDACTED]

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	23rd July 2019
1.2.	Expiry Date:	End date of Extension Period 1 year End date of Initial Period 3 years Minimum written notice to Supplier in respect of extension: 3 months

2. SERVICES

2.1	Framework Lot or Lots under which this Order is being placed:	<i>Lot 1: Class 6.2 Infectious Substances (Category A and Category B), Non-Infectious Substances, Biological Substances, Blood and Tissue</i>
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2.2	Services required:	In Call Off Schedule 2 (Services)

3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:	The Supplier shall provide the Customer with a draft Implementation Plan for Approval within 20 Working Days from the Call Off Commencement Date if applicable.
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4. CONTRACT PERFORMANCE

4.1.	Standards:	The Standards applied will be according to the provisions of the Framework Agreement/Call-Off order and according to the details of this Further Competition Procurement (ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens).
4.2	Service Levels/Service Credits:	Service Levels/Service Credits will be those agreed in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and any other related undertakings agreed from time to time, together with those detailed in the Statement of Requirements, Conditions of Contract and the Suppliers Responses to this Further Competition Procurement.
4.3	Critical Service Level Failure:	Critical Service Level will be those detailed in the Statement of Requirements, Conditions of Contract and any other related undertakings agreed, and the Suppliers Responses to this Further Competition Procurement
4.4	Performance Monitoring:	Performance Monitoring will be those detailed in the Statement of Requirements, Conditions of Contract and any other related undertakings agreed and the Suppliers Responses to this Further Competition Procurement.
4.5	Period for providing Rectification Plan:	

		In Clause 38.2.1(a) of the Call Off Terms
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5. PERSONNEL

5.1	Key Personnel:	
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms):	Non-Listed

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)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses:	Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and	

	Invoicing)):	
6.5	Call Off Contract Charges fixed for (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing))	3 +1 Call Off Contract Years from the Call Off Commencement Date
6.6	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:	March of each Call Off Contract Year during the Call Off Contract Period
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))	Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	According to business needs
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
7.3	Insurance (Clause 37.3 of the Call Off Terms):	Standard Framework Agreement provisions will apply to this Call-Off order.

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
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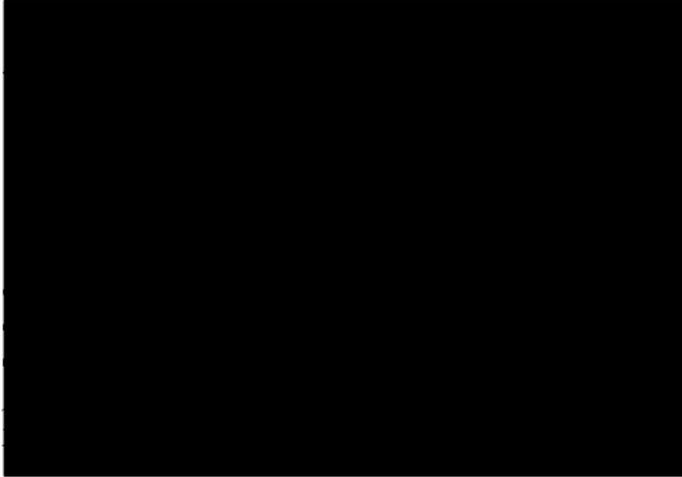
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms):	In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit:	In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management:	In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Available upon request
9.2	Commercially Sensitive Information:	No specific requirements

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Reference ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Standard Framework Agreement provisions will apply to this Call-Off order.
10.3	Security:	As detailed in PHEs Conditions of Contract for the Purchase of Services and the Statement of Requirements within ITT: Reference ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens
10.4	ICT Policy:	Not applied
10.5	Testing:	Not applied
10.6	Business Continuity & Disaster Recovery:	Call Off Schedule 8 (Business Continuity and Disaster Recovery shall be amended as follows as required.

10.7	Failure of Supplier Equipment (Clause 32.8 of the Call Off Terms):	As detailed in PHEs Conditions of Contract for the Purchase of Services and the Statement of Requirements within ITT: Reference ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):	Standard Framework Agreement provisions will apply to this Call-Off order.
10.9	Notices (Clause 55.6 of the Call Off Terms):	<p>Customer's postal address and email address:</p>  <p>Supplier's postal address and email address:</p> 
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Standard Framework Agreement provisions will apply to this Call-Off order.
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off	As detailed in PHEs Conditions of Contract for the Purchase of Services and the Statement of Requirements within ITT: Reference ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens

	Schedule 14):	
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)	Reference ITT: itt_3759 Lot D1 UK Transportation of Category A Pathogens

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	[Redacted]
Signature	[Redacted]
Date	6. Aug 2019.

For and on behalf of the Customer:

Name and Title	[Redacted]
Signature	[Redacted]
Date	8th August 2019