

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

### **Order Form**

CALL-OFF REFERENCE:	<b>C77624</b>
THE BUYER:	<b>The Secretary of State for Health and Social Care, as part of the Crown through the UK Health and Security Agency</b>
BUYER ADDRESS	<b>Nobel House, 17 Smith Square, London, SW1P 3HX</b>
THE SUPPLIER:	<b>Wincanton Holdings Limited</b>
SUPPLIER ADDRESS:	<b>Methuen Park, Chippenham, Wiltshire, SN14 0WT</b>
REGISTRATION NUMBER:	<b>02155951</b>
DUNS NUMBER:	<b>397028861</b>
SID4GOV ID:	<b>n/a</b>

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **16 August 2022**.

It's issued under the Framework Contract with the reference number **RM6282** for the provision of Storage, Distribution, Kitting and Associated Services

## CALL-OFF LOT(S):

Lot Number	Lot Description	Call-Off Schedule	Relevant (Yes / No)
1a	International Warehousing Services	24	No
1b	Air Freight and Air Charter Services	25	No
1c	Rail Freight Services	26	No
1d	Road Freight Services	27	No
1e	Sea Freight Services	28	No
2	Quality Control		No
3a	Storage Services	29	No
3b	Kitting and Fulfilment Services	30	No
3c	Transport and Distribution Services	31	No
4a	Residential Collections and Drop Off Points	32	No
4b	Specialist Collection and Delivery Services	32	No
5	<b>Disposal and Recycling Services</b>		<b>Yes</b>
6	Print Services	33	No
7a	Cardboard Packaging		No
7b	Corrugated Packaging		No
7c	Plastic and Security Packaging		No
7d	Medical Packaging		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) **RM6282**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6282**
    - Joint Schedule 2 (Variation Form) – only to be used in case of Variation (if applicable in future)
    - Joint Schedule 3 (Insurance Requirements)
    - 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 **C77624**
  - 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 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6282**

7. 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.

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**

### **1. Special Term 1: Waste Collection Long Stop Date**

- 1.1. In this Clause, Waste Collection Long Stop Date shall mean 16 weeks from the Call-Off Start Date.
- 1.2. The Supplier must ensure that all Waste is collected from the Waste collection site by the Waste Collection Long Stop Date.
- 1.3. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay to the collection of all Waste by the Waste Collection Long Stop Date under this Contract it shall:
  - 1.3.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 1.3.2. include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 1.3.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 1.3.4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
- 1.4. If all Waste has not been collected by the Waste Collection Long Stop Date, then subject to clause 1.5, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in accordance with Table 1 Delay Payments and the following provisions shall apply:

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- 1.4.1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet the Waste Collection Long Stop Date;
- 1.4.2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to meet the Waste Collection Long Stop Date except where:
  - 1.4.2.1. the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
  - 1.4.2.2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in Table 1 commencing on the Waste Collection Long Stop Date;
- 1.4.3. the Delay Payments will accrue on a weekly basis from the Waste Collection Long Stop Date until the date when all the Waste has been collected;
- 1.4.4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 1.4.5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

**Table 1: Waste Collection Long Stop Date Delay Payments**


- 1.5 If the Supplier can demonstrate that the Delay would not have occurred but for a Buyer cause then the Supplier shall not be liable for Delay Payments, but only to the extent that the Supplier can demonstrate that the Delay was caused by the Buyer cause.

## 2. Special Term 2: **Mobilisation and Service Delivery Plan**

- 2.1. A draft of the Supplier's Mobilisation and Service Delivery Plan is set out in Call-Off Schedule 4 (Call-Off Tender).

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- 2.2. Within five (5) Working Days of the Start Date the Parties shall agree the contents of the Mobilisation and Service Delivery Plan. The Mobilisation and Service Delivery Plan:
  - 2.2.1. must contain information at the level of detail necessary to manage the mobilisation and service delivery stage effectively and as the Buyer may otherwise require; and
  - 2.2.2. shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3. If the Parties are unable to agree the contents of the Mobilisation and Service Delivery Plan within five (5) Working Days of the Start Date, then the Buyer's determination shall be final.

### **CALL-OFF COMMENCEMENT DATE**

This Agreement shall commence and become effective on the last signature date set forth below.

### **CALL-OFF EXPIRY DATE**

Upon completion of the Services (estimated to be 16 weeks from the Start Date).

### **CALL-OFF INITIAL PERIOD:**

Not applicable

### **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 **£546,766.23** (excluding VAT).

### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details). All Charges in Call-Off Schedule 5 are exclusive of VAT.

### **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.

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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]

[REDACTED]  
[REDACTED]

[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Appended as Appendix A

**BUYER'S SECURITY POLICY**

To be provided by the Authority, at a later date.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **PROGRESS REPORT FREQUENCY**

Progress & performance reporting will be in line with requirements set in Call-off Schedule 20 of the bid documents. Operational report to be provided on the first Working Day of each week. Contract review report to be provided on the first Working Day of each fortnight

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.

## **PROGRESS MEETING FREQUENCY**

Progress meetings will take place every two weeks and occur on the first Working Day.

Additional meetings may be required and if so, will be established over the course of this Call-Off Contract. Attendees and Agenda for each session to be agreed between the parties prior to commencement.

All meetings will be minuted with key actions captured.

## **KEY STAFF**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **KEY SUBCONTRACTOR(S)**

[REDACTED]  
[REDACTED]  
[REDACTED]

## **SUPPLIER'S BUSINESS CONTINUITY AND DISASTER RECOVERY METHOD STATEMENT**

See details in Call-Off Schedule 4 (Call-Off Tender).

## **COMMERCIALLY SENSITIVE INFORMATION**

Refer to Joint Schedule 4 (Commercial Sensitive Information)

## **SERVICE CREDITS**

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

**ADDITIONAL INSURANCES**

Not applicable


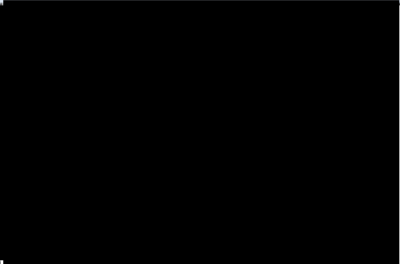




**GUARANTEE**

Not required.

**SOCIAL VALUE COMMITMENT**

See details in Call-Off Schedule 4 (Call-Off Tender) in line with Tender Response.

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 the Joint Schedule 5 (Corporate Social Responsibility).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	18/08/2022	Date:	18/08/22