

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

CALL-OFF REFERENCE: C96555

THE BUYER: The Secretary of State for Health and Social Care, as part of the Crown through the UK Health and Security Agency

BUYER ADDRESS Nobel House, 17 Smith Square, London, SW1P 3HX

THE SUPPLIER: Kuehne + Nagel Limited

SUPPLIER ADDRESS: Waterview House 1 Roundwood Avenue, Stockley Park, Uxbridge, UB11 1FG

REGISTRATION NUMBER: 01722216

DUNS NUMBER: 228453569

SID4GOV ID: n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27 September 2022.

It is issued under the Framework Contract with the reference number RM6074 for the provision of Logistics and Warehousing.

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CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
Lot 1	Logistics - Transport	No
Lot 2	Logistics - Warehousing and Storage	Yes
Lot 3	Waste Logistics, Recycling, Disposal and Destruction	No
Lot 4	Removals, Relocations and Related Services	No
Lot 5	Vehicle, Plant and Industrial Equipment – Transportation and Storage	No
Lot 6	Construction Logistics – Transportation and Storage	No
Lot 7	Healthcare Logistics – Transportation and Storage	No
Lot 8	Logistics and Warehousing Solutions, Design and Support Services	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) **RM6074**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6074**
 - 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)
 - Call-Off Schedules for **RM6074**
 - 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)

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- Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.9)
- 5 Joint Schedule 5 (Corporate Social Responsibility) **RM6074**
- 6 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

The following Special Terms are incorporated into this Call-Off Contract:

Not applicable

CALL-OFF START DATE:	01 October 2022
CALL-OFF EXPIRY DATE:	31 March 2023
CALL-OFF INITIAL PERIOD:	5 Months and 30 days

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The total aggregate liability of each Party in each Contract Year referred to in Clause 11.2 of the Call-Off Contract terms shall be £1.25 million.

Subject to the above liability cap, the Supplier's liability for loss or damage shall be to the full value of the goods as notified by the Buyer to the Supplier and any exclusions in the Supplier's insurance coverage shall not remove or restrict the Supplier's liability in this respect. No additional limitation of the Supplier's liability shall apply, unless the Supplier first obtains the express written consent of the Buyer.

This agreement shall be for an initial period of 7 months with the option to extend for a further period of up to 12 months subject to the satisfactory performance of the Supplier.

Should the extension period be invoked or if there is a significant change to the contract that means the estimated value changes, then the Buyer and the Supplier will agree on the changes to the level of Liability using the Variation process.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall invoice the Buyer monthly in arrears for the actual activity per-formed 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]

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

BUYER'S AUTHORISED REPRESENTATIVE

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

BUYER'S ENVIRONMENTAL POLICY

Included as Appendix A – UKHSA Environmental Policy.

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

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SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

Progress and performance reporting will be in line with requirements set in Call -off Schedule 20 .Reports will be submitted to the Buyer – on dates to be confirmed during implementation

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

Quarterly on the first Working Day of each quarter

The following meetings will be established at commencement of this contract as part of the Contract management cadence for this call off order. Attendees and Agenda foreach session to be agreed between the parties prior to commencement.

All meetings will be minuted with key actions captured

- Daily Operational meeting
- Weekly Operational meeting
- Monthly Operational Review board (Contract Management review)

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]

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KEY SUBCONTRACTOR(S)

To be confirmed once identified by the Supplier.

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).

The Buyer reserves the right to apply these throughout the Call Off Contract term (and any subsequent extensions). Any use of this right will be subject to discussions between the Buyer and the Supplier to define appropriate and proportionate periodic reviews, through the Variation Procedure.

For the purposes of the Contract the Service Credit Cap in each Contract Year shall be ten percent (10%) of the aggregate Monthly Charges paid and payable by the Authority to the Contractor in such Contract Year.

ADDITIONAL INSURANCES

Not Used

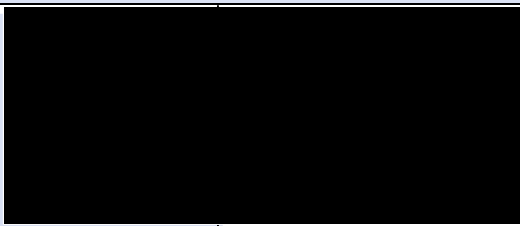
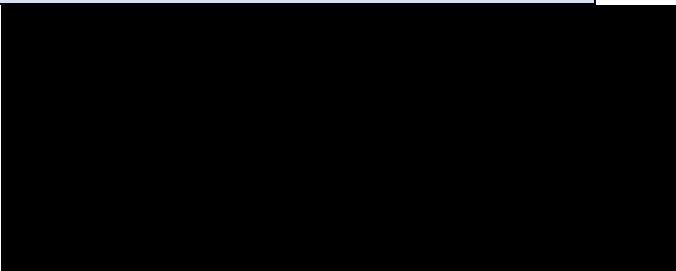






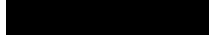

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and behalf of the Supplier		For and behalf of the Customer	
			
Name/Title/Role:		Name/Title/Role:	
Date Signed:	17/11/2022	Date Signed:	17/11/2022
Role:		Role:	
Date:		Date:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	18-Nov-2022	Date:	