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

Order Form

CALL-OFF REFERENCE: C162925

THE BUYER: The Secretary of State for Health and Social Care,

as part of the Crown through the UK Health

Security Agency

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

ЗНХ

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 dated 06 June 2023

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

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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 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 RM6171
 - 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: 1st May 2023

CALL-OFF EXPIRY DATE: 31 March 2024

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CALL-OFF INITIAL PERIOD: 10 months 4 weeks

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.

CALL-OFF CHARGES

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

if by direct award or if not otherwise used: 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 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.

Invoices will be sent to	
BUYER'S AUTHORISED REPRESENTATIVE	

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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 SUPPLIER'S CONTRACT MANAGER

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.



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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:	
For the Supplier :	
KEY SUBCONTRACTOR(S)	
COMMERCIALLY SENSITIVE INFO	ORMATION
SERVICE CREDITS Service Credits will accrue in accord	dance with Call-Off Schedule 14 (Service Levels)
ADDITIONAL INCLUDANCES	
ADDITIONAL INSURANCES Not applicable	

SOCIAL VALUE COMMITMENT

GUARANTEENot applicable

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

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-procureme

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.

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For and on b	ehalf of the Supplier:	For and on be	ehalf of the Buyer:	
Date Signed: Role:	05th June 2023	Date Signed: Role:	5th June 2023	
Date:		Date:		
	Date Signed: Role:	Role:	Date Signed: Note: Date Signed: Role: Date Signed: Role:	Date Signed: Note: Date Signed: Role: Date Signed: Sth June 2023