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## Order Form

CALL-OFF REFERENCE: **C25182**

THE BUYER: Department of Health and Social Care (DHSC)

BUYER ADDRESS 39 Victoria St, Westminster, London SW1H 0EU

THE SUPPLIER: Iron Mountain (UK) PLC

SUPPLIER ADDRESS: 

REGISTRATION NUMBER: 01478540

DUNS NUMBER: 227294949

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8 April 2021.

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

CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
1	Logistics - Transport	No
2	Logistics - Warehousing and Storage	Yes
3	Waste Logistics, Recycling, Disposal and Destruction	No
4	Removals and Relocations	No
5	Vehicle, Plant and Industrial Equipment – Transportation and Storage	No

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6	Construction Logistics – Transportation and Storage	No
7	Healthcare Logistics – Transportation and Storage	No
8	Logistics and Warehousing Solutions, Design and Support Services	No

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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) **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 8 (Guarantee) – Not Used
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - 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 (Ref: **C25182**)
    - 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 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.9)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6074**

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:

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Special Term 1 : The term "Products" shall mean "any goods or products of the Buyer or delivered by a third party on behalf of the Buyer to the Supplier's Sites".

Special Term 2 : The Supplier agrees to waive any lien (whether a general lien or a particular lien and howsoever arising) over any Products, including whilst being stored or transported by the Supplier

Special Term 3 : The Supplier shall be responsible for unloading each consignment of any Products at the Warehouse and the Products shall be at the Supplier's risk during unloading provided the Buyer does not exceed a maximum number of 360 pallets per day or such higher figure as may otherwise be agreed with the Supplier. .

Special Term 4 : The Products shall remain at the Supplier's risk until their delivery into the possession of any of the Buyer or the Buyer's carrier, agent or logistics supplier, in each case as evidenced by written receipt.

Special Term 5 : The Supplier shall be liable for:

- a) any losses of Products while in its custody or under its control; and
- b) destruction of or damage to the Products due to the Supplier's negligence or wilful acts, omissions and default, including theft, misappropriation or damage caused by the Supplier, its employees, agents or representatives while the Products are in the custody or under the control of the Supplier (together defined as "Stock Holding Loss").

Special Term 6: The Supplier shall at all times:

- a) keep the Products safe, dry and secure;
- b) keep the Products separate from other third-party products;
- c) maintain the warehouse facility in good repair and condition including an obligation for it to remain dry and to use its reasonable endeavours to keep the warehouse facility free of vermin and rodents;
- d) keep and maintain the Products in good condition and in accordance with the Buyer's written instructions which may be varied from time to time upon the agreement of the Buyer and the Supplier (including those set out in Call-Off Schedule 20 (Specification)) and shall not dispose of or use the Products other than in accordance with the Buyer's written instructions or authorisation.

Special Term 7 : The Buyer, or its agents and representatives, shall be entitled to enter the Supplier's premises during normal working hours (being not less than 9-00 am to 5-00 pm, Monday to Friday) (**Business Hours**) and to remove some or all of the Products from the custody or control of the Supplier at such date as may have been agreed between the parties. In the absence of such agreement the Buyer, or its agents and representatives, may remove some or all of the Products during Business Hours on not less than 48 hours prior notice to the Supplier.

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Special Term 8 : The Supplier shall, within 10 Working Days of the Start Date, develop to the Buyer's reasonable satisfaction an Application Programming Interface (**API**) which shall have the capability and functionality set out in Call-Off Schedule 20 (Specification).

CALL-OFF START DATE: **9 April 2020**

CALL-OFF EXPIRY DATE: **8 October 2021**

CALL-OFF INITIAL PERIOD: Six (6) Months with the option for the Buyer to extend for a further period of six (6) Months

### **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 provided that if the parties agree additional Stock Holding Insurance, the Supplier's liability in respect of any Stock Holding Loss shall be excluded from the limitation of liability stated in Clause 11.2 of the Core Terms and shall be agreed by the parties by reference to the level of Stock Holding Insurance agreed.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1.8 million provided that this figure shall be doubled in the event of the Buyer extending the Contract beyond the Call-Off Initial Period of six (6) Months.

If there is a significant change to the Contract that means the estimated value changes, then the Buyer and the Supplier will agree the changes to the level of Liability using the Variation process.

### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details). All changes to the Charges must use procedures that are equivalent to Framework Schedule 3 (Framework Prices).

### **PAYMENT METHOD**

Supplier to submit invoices monthly in arrears.

Buyer to pay invoices within 30 days

All subject to Clause 4 of Framework RM6074

### **BUYER'S INVOICE ADDRESS:**

Department of Health and Social Care

Finance

39 Victoria Street,

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Westminster,  
London SW1H 0EU

### **BUYER'S AUTHORISED REPRESENTATIVE**

DHSC Contract Manager as advised from time to time.

### **BUYER'S SECURITY POLICY**

The Service Provider shall at all times ensure that any systems required to provide the Services are certified as meeting ISO27001 and shall maintain such certification throughout the term of the agreement.

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

### **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

### **PROGRESS REPORT FREQUENCY**

Progress & performance reporting will be in line with requirements set in Attachment 3 of the bid documents. Reports will be submitted to the Buyer – on dates to be confirmed prior to award.

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 within ten (10) Working Days of the Start Date.

### **PROGRESS MEETING FREQUENCY**

The following meetings will be established at commencement of this contract as part of the Contract management cadence for this Order Form. Attendees and Agenda for each session to be agreed between the parties prior to the Start Date.

All meetings should be minuted with key actions captured

- Daily Operational meeting
- Weekly Operational meeting
- Monthly Operational Review board (Contract Management review)
- Quarterly Strategic Review (Director level attendance)

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**KEY SUBCONTRACTOR(S)**

Iron Mountain (UK) Services Limited

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's 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).

The Service Credit Cap is [REDACTED] per Month.

The Service Period is one Month.

A Critical Service Level Failure is defined in Schedule 14

**ADDITIONAL INSURANCES**

As per Attachment 3 of bid package.

- Stock Holding Insurance: To be agreed by both parties when the number of locations and the stock holding levels at each location is understood. The level of insurance shall be jointly agreed within thirty (30) days of the Call-Off Start Date.

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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 Call-Off Schedule 4 (Call-Off Tender).

For and on		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	4/8/2021	Date:	4/8/2021