# **Order Form**

CALL-OFF REFERENCE: C254995

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

as part of the Crown through the UK Health

Security Agency

BUYER ADDRESS 10 South colonnade, 5th Floor, London E14 4PU

THE SUPPLIER: CitySprint UK (Ltd)

SUPPLIER ADDRESS: CitySprint UK (Ltd)

Red Central

60 High Street

Redhill

RH1 1SH

**REGISTRATION NUMBER:** 04327611

**DUNS NUMBER:** 423399208

SID4GOV ID: Not Applicable

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30<sup>th</sup> April 2024.

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

Framework Ref: RM6171 Project Version: v1.0 Model Version: v3.8

1

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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)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 7 (Financial Difficulties)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
    - o Joint Schedule 12 (Supply Chain Visibility)
    - o Joint Schedule 14 (Benchmarking)
  - Call-Off Schedules for C254995
    - o Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 2 (Staff Transfer)
    - o Call-Off Schedule 5 (Pricing Details)
    - o Call-Off Schedule 7 (Key Supplier Staff)
    - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - o Call-Off Schedule 9 (Security)
    - o Call-Off Schedule 10 (Exit Management)
    - o Call-Off Schedule 14 (Service Levels)
    - o Call-Off Schedule 15 (Call-Off Contract Management)
    - o 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: 1 April 2024

CALL-OFF EXPIRY DATE: 30 September 2024

CALL-OFF INITIAL PERIOD: 6 Months

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#### **EXTENSION PERIOD**

6 months up to a maximum of 31 March 2025 at

the sole discretion of the Buyer.

# **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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,169,889.00

#### **CALL-OFF CHARGES**

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

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

# 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 Calloff Contract is BACS. The Buyer will pay the Supplier within 30 days of receipt of a valid, undisputed invoice.

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

-	Invoices	1 A / i	h ^	00 to 1	+~:	

UKHSA Billing Address: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG.

UKHSA VAT No: GB888851648

# **BUYER'S AUTHORISED REPRESENTATIVE**

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Commercial Manager

## **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

Email:

# PROGRESS REPORT FREQUENCY

Weekly Reporting Requirements for each UKHSA Account

- The job number
- · Booking time
- Agreed delivery time
- Job Start time
- Job End time
- Mileage
- Mileage cost
- Waiting time
- Other charges

# Monthly Reporting Requirements for each UKHSA Account

- Number of jobs
- Number of jobs exceeding agreed Collection time
- Number of jobs exceeding agreed Delivery by time
- Total Mileage
- Total Mileage costs
- Total waiting time costs
- Total Other costs

Data should be available in Microsoft Excel format and also in Adobe Acrobat reports.

#### PROGRESS MEETING FREQUENCY

Monthly, or as otherwise agreed with the UKHSA representative in writing.

# **KEY STAFF**

For the Buyer;



For the Supplier;

# **KEY SUBCONTRACTOR(S)**

None

#### **COMMERCIALLY SENSITIVE INFORMATION**

N/A

#### **SERVICE CREDITS**

Service credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is:

The Service Period is: one month

A Critical Service Level Failure is: less than 98%

#### **ADDITIONAL INSURANCES**

N/A

# **GUARANTEE**

N/A

# **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 as detailed within the CCS RM6171 Framework Specification, and as detailed below:

# **Our Social Value Priorities**

Economic benefits and growth through:

Encouraging SME participation.

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

- 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 associ-ated 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/pro-curement-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 Ser-vices (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.

For and on b	For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:		Signature:			
Name:		Name:			
Role:		Role:			
Date:		Date:			