

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

Order Form

CALL-OFF REFERENCE: **C19876** Provision of Veterinary Field Kits and Transport System

THE BUYER: The Secretary of State For Environment, Food And Rural Affairs

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

THE SUPPLIER: DGP Intelsius Limited

SUPPLIER ADDRESS: 1 Harrier Court, Airfield Business Park, Elvington, York, North Yorkshire, YO41 4EA

REGISTRATION NUMBER: 03517171

DUNS NUMBER: 235180838

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **03/07/2023**.

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

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

3a	Storage Services	29	No
3b	Kitting and Fulfilment Services	30	Yes
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	Disposal and Recycling Services		No
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 Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

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)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for C19876
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 30 (Kitting and Fulfilment)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6282**

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

None

CALL-OFF START DATE:	1 July 2023
CALL-OFF EXPIRY DATE:	30 June 2026
CALL-OFF INITIAL PERIOD:	3 Years
CALL-OFF DURATION:	6 years (3 + 1 +1 +1)
CALL-OFF EXTENSION PERIOD:	Up to 3 Years ending 30 June 2029

CALL-OFF DELIVERABLES

Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.2

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

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

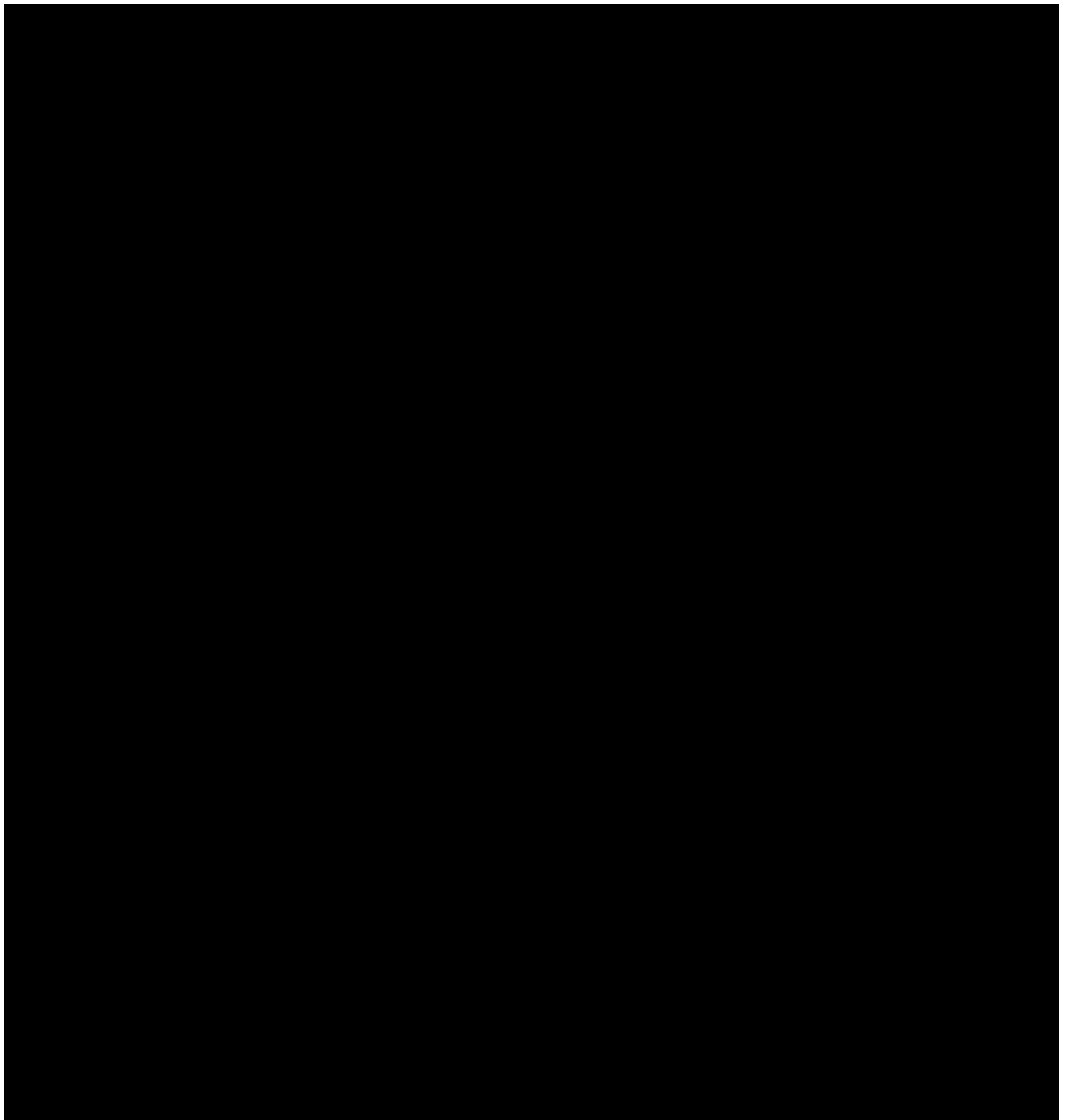
MAXIMUM LIABILITY

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 £500,000 Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

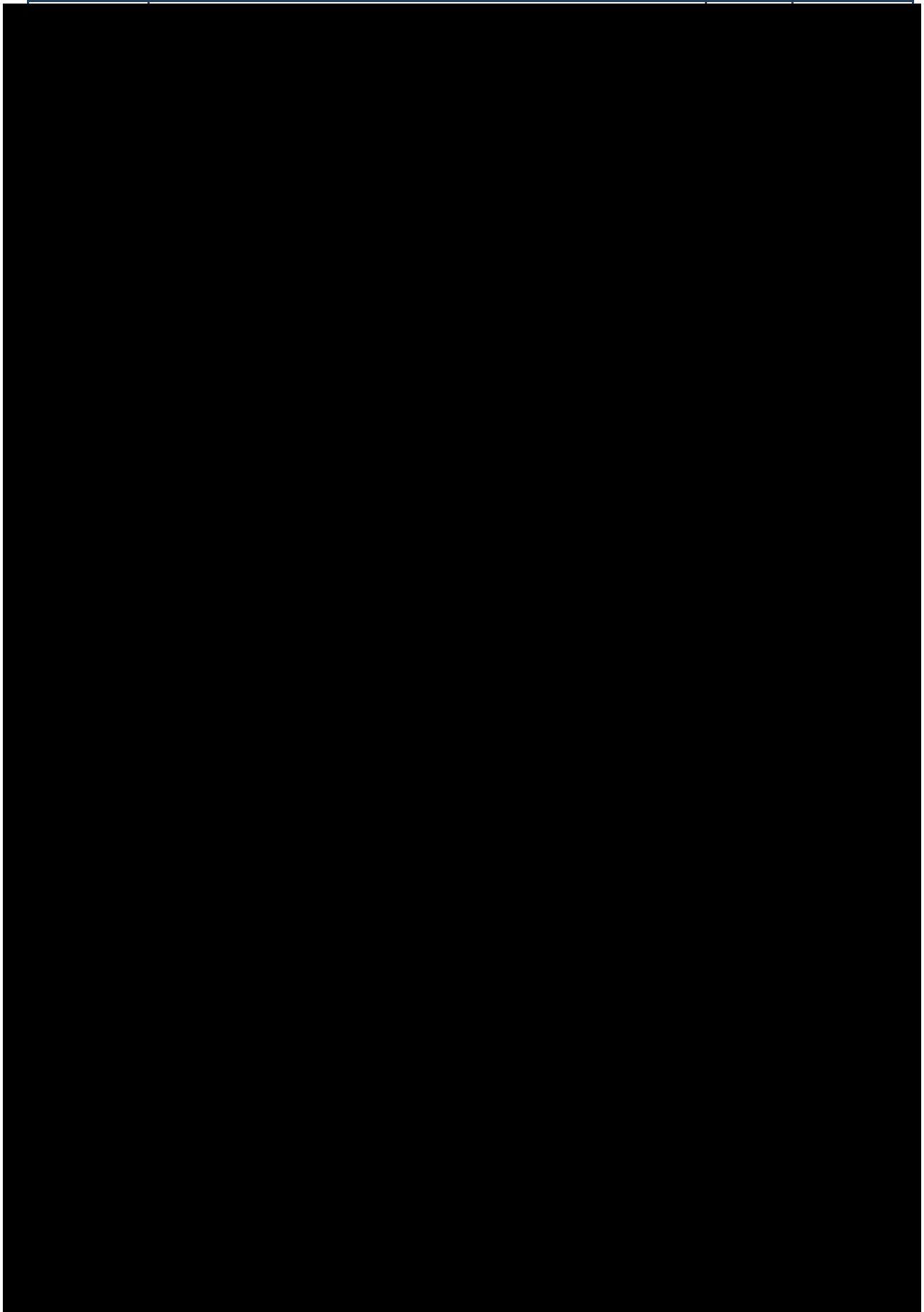
Charges for the Deliverables include storage cost, packaging and delivery



Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021



Framework Ref: RM6282

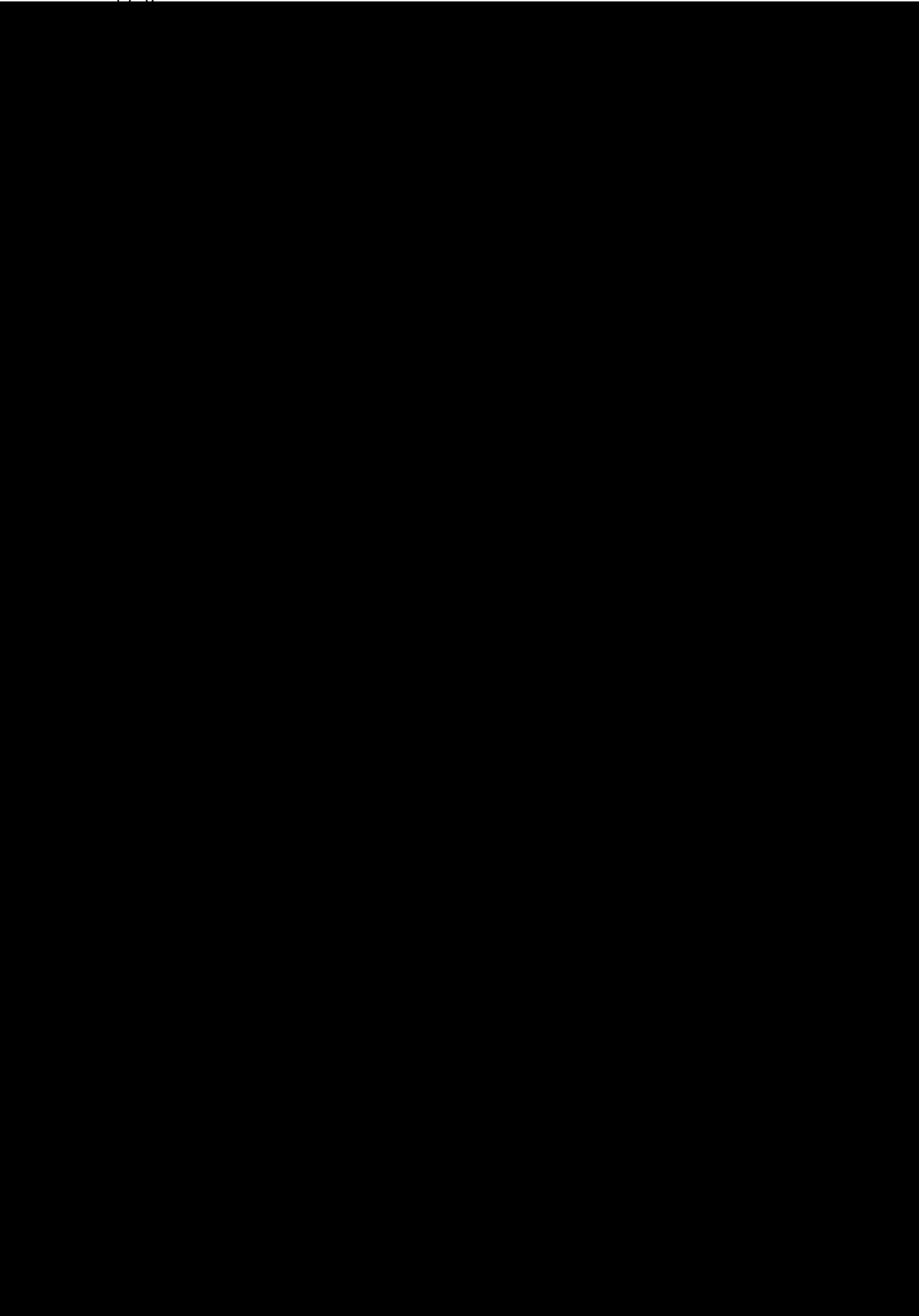
Project Version: v1.0

Model Version: v3.2

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021



Framework Ref: RM6282

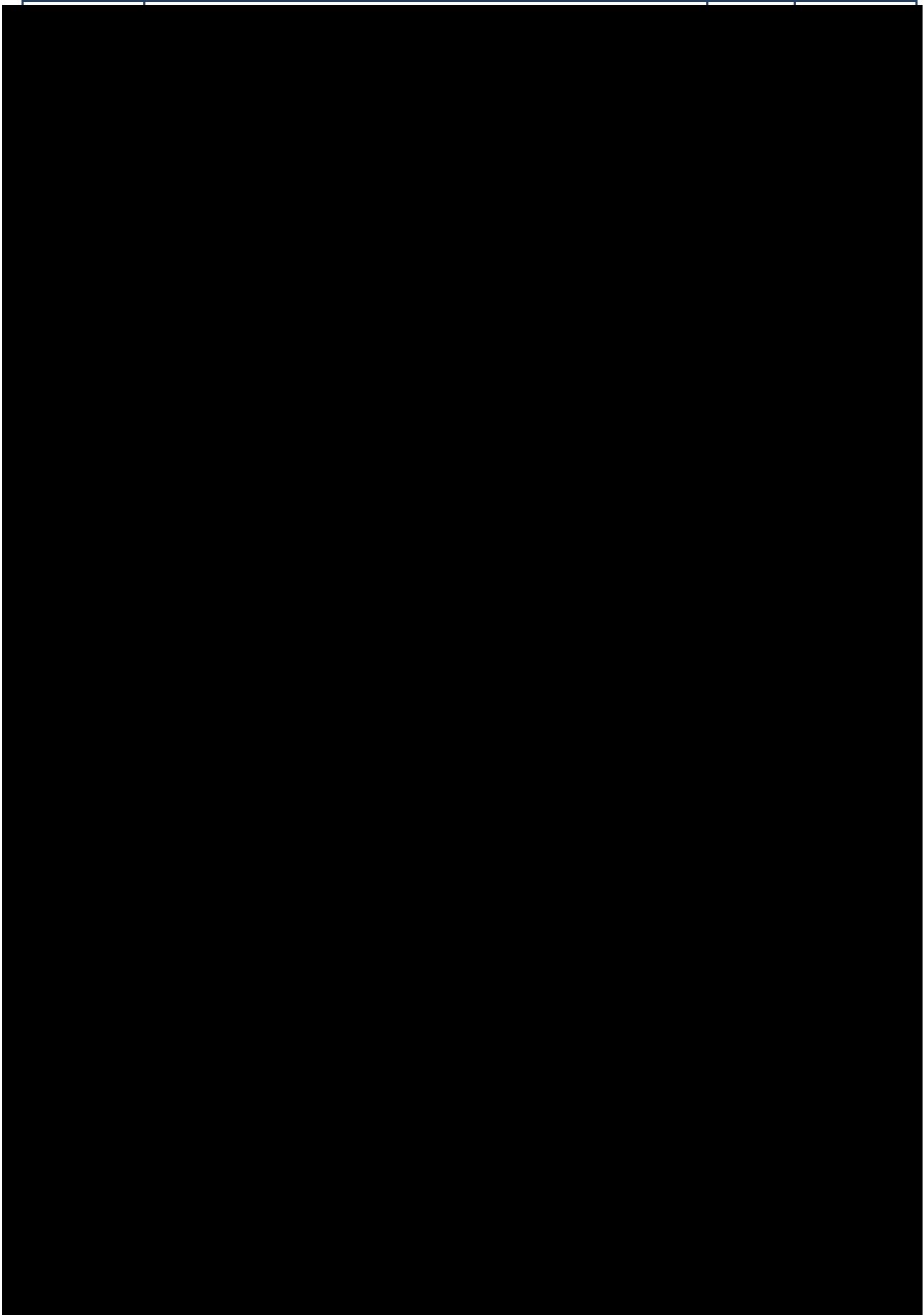
Project Version: v1.0

Model Version: v3.2

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021



Framework Ref: RM6282

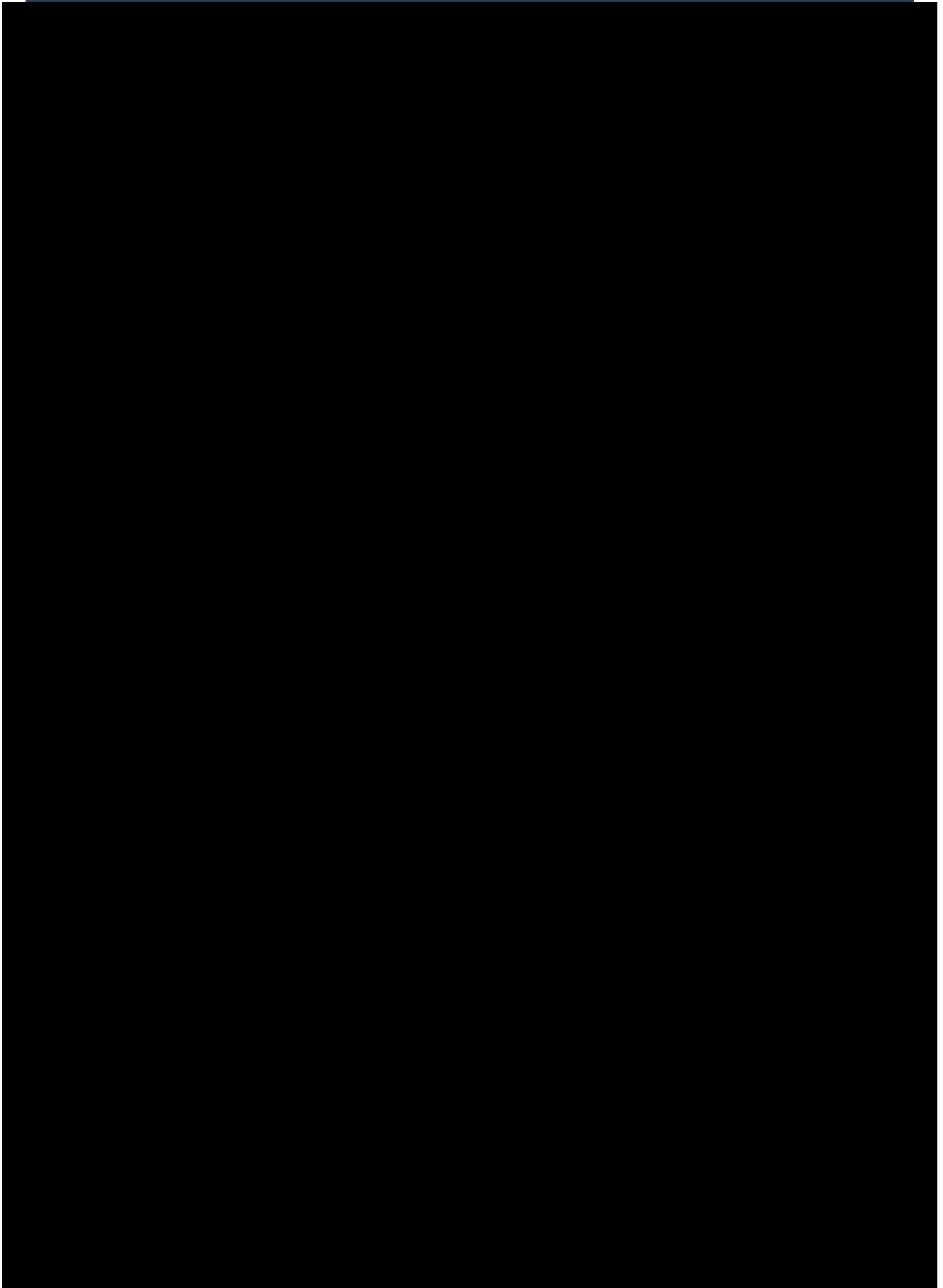
Project Version: v1.0

Model Version: v3.2

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021



Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.2

*These non-standard items have lead time over 5 days

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Continuous Improvement Review under Joint Schedule 13 (Continuous Improvement)

INDEXATION

The Charges will be fixed for the first year following the Call-off Contract Commencement Date. After this Charges can only be adjusted on each following yearly anniversary (the “**Review Date**”) in line with the percentage change in the Consumer Price Index ("CPI") over the last 12 months. The Charge will be indexed using the average CPI over each complete month of the last 12 months. The price increase will be capped at CPI or 3%, whichever is less

The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase.

Notice requesting an increase shall include:

- written evidence of the justification for the requested increase including:
- reasons for the movement in the different identified cost components and
- evidence that the Supplier has attempted to mitigate against the increase

CONTINUOUS IMPROVEMENT REVIEW

The Call-off Contract Charges can also be varied due to:

- a continuous improvement review under Joint Schedule 13 (Continuous Improvement)
- a request from the Supplier, which it can make at any time, to decrease the Charges.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

All invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED]

Within ten (10) working days of receipt of your acceptance of this letter via Atamis, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]
[REDACTED] between 09:00-17:00 Monday to Friday.

BUYER'S INVOICE ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVE

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

BUYER'S ENVIRONMENTAL POLICY

Environmental Improvement Plan available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1133967/environmental-improvement-plan-2023.pdf

BUYER'S SECURITY POLICY

Security Policy available online at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.2

SUPPLIER'S CONTRACT MANAGER



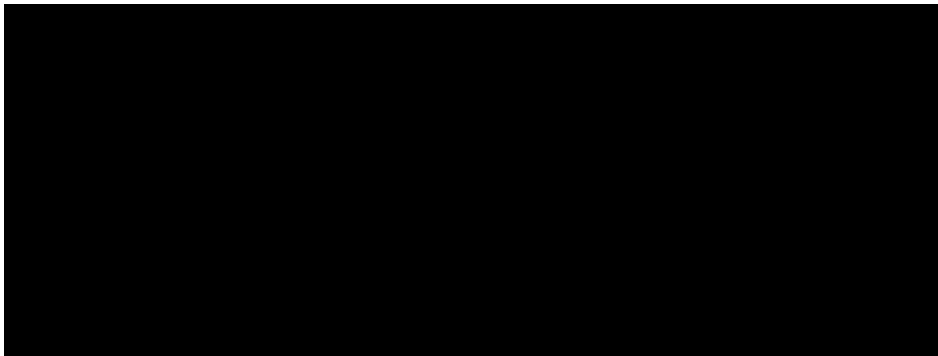
PROGRESS REPORT FREQUENCY

N/A

CONTRACT MEETING FREQUENCY

Monthly with Supplier Liaison Officer, Six Monthly Contract review meetings, dates to be agreed.

KEY STAFF



KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Pricing

SERVICE CREDITS

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

The Service Credit Cap is: No more than 10% of the total annual contract value

The Service Period is: Monthly

ADDITIONAL INSURANCES

Product liability insurance for a single event or a series of related events and in the aggregate of not less than five million pounds (£5,000,000);

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

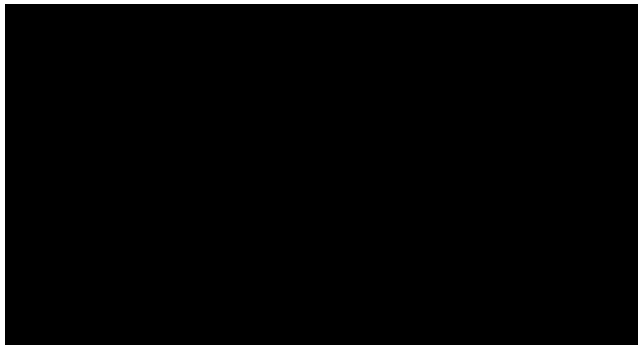
Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

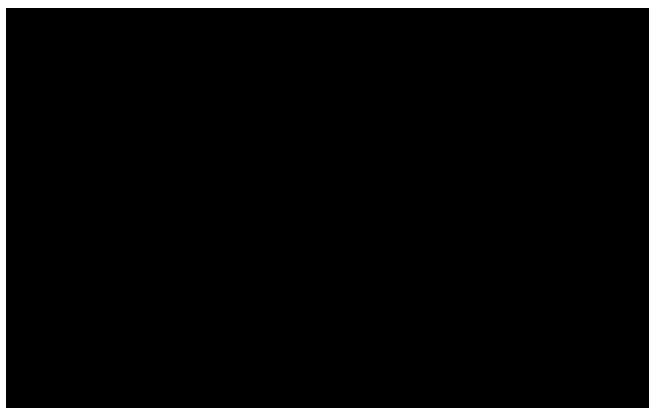
Crown Copyright 2021

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 in Schedule 20 (Specification)

Authority Signature:



Supplier Signature:



Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
 - 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
 - 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
3. **General Principles of the BCDR Plan (Section 1)**
- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4. **Business Continuity (Section 2)**
 - 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. **Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 14 (Service Levels)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Service Credits"		any service credits specified in Section 6.1 of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Cap"	Credit	has the meaning given to it in the Order Form;
"Service Failure"	Level	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Performance Measure"	Level	shall be as set out against the relevant Service Level in Annex A of this Schedule; and
"Service Threshold"	Level	shall be as set out against the relevant Service Level in the Annex A of this Schedule.

2. What happens if you don't meet the Service Levels

2.1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part B of this Schedule including the right to any Service Credits and that any Service Credit 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 any Service Level Performance Measure.

2.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part A (Performance Monitoring) of this Schedule.

Part A: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1. As part of the Buyer's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.

3.2. The purpose of the PMF is to set out the obligations on the Supplier, to outline how the Supplier's performance will be evaluated and to detail the sanctions for performance failure. The Supplier is responsible for the performance of any sub-contractors.

3.3. Key Performance Indicators (KPIs) are essential in order to align Supplier performance with the requirements of the Buyer and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.

3.4. The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.

3.5. The Buyer shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Supplier to agree action plans. The Buyer expects the Supplier to agree and implement these plans. If this does not happen, only then shall Service Credits be applied.

3.6. The KPIs for this Contract are set out at Annex A.

4. Satisfaction Surveys

4.1. The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract

Part B: Service Levels and Service Credits

5. Service Levels

5.1. If the level of performance of the Supplier:

5.1.1. is likely to or fails to meet any Service Level Performance Measure; or

5.1.2. is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

5.1.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

5.1.2.2. instruct the Supplier to comply with the Rectification Plan Process;

5.1.2.3. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

6. Service Credits

6.1. Failure to meet a KPI may also give rise to a remediation plan. The Service Credit regime shall be instigated on each occasion where there is Service Level failure following the remediation plan.

- KPIs with a Service Credit rating of 1 will have a Service Credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: C19876

Crown Copyright 2021

- KPIs with a Service Credit rating of 2 will have a Service Credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure
- The Service Cap will be no more than 10% of the total annual contract value.

6.2. The Buyer has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.

6.3. Service Credits claimed shall be paid to the Buyer as a credit note within one (1) month following the date at which the Service Credits were applied.

6.4. The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

Annex A: Services Levels and Service Credits Table

KPI	Description	Service Level Performance Measure	KPI Target	Source(s)	Service Credit Rating
KPI 1 – Service Delivery	Delivery	The veterinary field kits/outer packaging transport systems are delivered within the agreed lead time.	100%	Oracle/Delivery reports	2
KPI 2 – Service Delivery	Delivery of contingency stock	Delivery of contingency stock within twenty-four (24) hours of request for delivery of stock	100%	Oracle/Delivery Reports	2
KPI 3 – Service Delivery	Delivery in an outbreak	Delivery of items within twenty-four (24) hours if requested during an outbreak	100%	Oracle/Delivery Reports	2
KPI 4 – Service Delivery	Delivery of warranty replacements	Delivery of warranty replacements within specified timescale (see 5.3)	100%	Oracle/Delivery Reports	2
KPI 5 – Service Delivery	Number of customer complaints received by the Customer from End Users	Less than two (2) customer complaints received in any one (1) month period	100%	Emails from End Users	1
KPI 6 – Service Delivery	Number of quality issues	Percentage of field kits/outer packaging systems orders that suffer failure	5%	Emails from End Users	1

Call-Off Schedule 15 (Call-Off Contract Management)

- 1.1. APHA will manage, on behalf of the Buyer the Contracts for Goods resulting from this procurement. For routine management, the Buyer will appoint from within APHA:
 - Supplier Liaison Officer (SLO)
 - Deputy SLO (DSLO)
 - Contract Manager (CM)
- 1.2. APHA will decide as appropriate for each Contract whether the SLO or DSLO is the principal point of contact.
- 1.3. The Supplier will appoint a corresponding Service Manager (SM) and Deputy Service Manager (DSM).
- 1.4. Six (6) monthly meetings will be held with the Supplier, principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues. A DGC representative (Defra Group Commercial, with responsibility for procurement and Contracts) may be present at 6-monthly review meetings, acting on behalf of the Buyer.
- 1.5. The Supplier will submit an exception report to raise any issue requiring authorisation by APHA more immediately than the standard monthly reporting.
- 1.6. A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 1.7. Issues which cannot be resolved by the SLO and SM (and Deputies) through routine contact will be referred to the CM who may either mediate a solution or raise the matter at the next six (6) monthly and/or Annual Review Meeting as appropriate, involving the Buyer as necessary.
- 1.8. Other meetings may be held, at the discretion of APHA or the Buyer or at the request of the Supplier, throughout the life of the Contract.
- 1.9. The Supplier will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 1.10. Six (6) monthly and Annual Review Meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.

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

Crown Copyright 2021

1.11. All meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The Supplier will maintain a joint register of risks, issues and actions. The CM should ensure that all meeting minutes, risk registers and any other Contract documentation is recorded against the Buyer's Contract records.

1.12. Table A gives the purpose of each of these meetings with each Supplier, and the required attendees.

Table A. Contract Management Meeting Schedule

Meeting	Attendance	Content
Specific Issues, ad hoc	APHA: <ul style="list-style-type: none">• SLO (Chair) and/or DSLO• Secretariat support Supplier: <ul style="list-style-type: none">• SM and/or DSM Any other APHA, Authority or Supplier staff needed to progress the issue NB - The CM may alternatively Chair the meeting if facilitation is required.	<ul style="list-style-type: none">• Urgent issues• Specific technical or Contractual issues requiring detailed discussion
6-monthly Contract Review Meeting	APHA: <ul style="list-style-type: none">• SLO (Chair) and DSLO• CM• Head of Contract Management (<i>if required</i>)• Secretariat support Supplier: <ul style="list-style-type: none">• SM and/or DSM	<ul style="list-style-type: none">• Operational performance in previous quarter• Detailed performance review against KPIs• Risks, issues and actions register• Specific service issues• APHA Update• Any issues from Supplier• Financial update
Annual Review Meeting	APHA: <ul style="list-style-type: none">• SLO (Chair) and DSLO• CM	<ul style="list-style-type: none">• Annual Service Review against KPIs, including Service Credits• Risks, issues and actions register

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

Crown Copyright 2021

	<ul style="list-style-type: none">• Head of Contract Management• Secretariat support• DGC representative (<i>if required</i>)• Head of Service (<i>if required</i>) Supplier: <ul style="list-style-type: none">• SM and/or DSM• Any other representative that the Supplier feels relevant from within their organisation	<ul style="list-style-type: none">• Specific service issues (including any escalated issues)• Service wide issues• Service and finance forward look, including any policy update from APHA and/or the Buyer
--	---	---

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. Background

- 1.1. The Animal and Plant Health Agency (APHA) delivers the Animal Health and Welfare policies of the Authority, Scottish Government and Welsh Government across Great Britain (GB). Its principal function is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.
- 1.2. APHA has a critical role in identifying and controlling animal diseases and as part of this they carry out surveillance activities which include taking blood samples from farm animals.

2. Scope of Requirement

- 2.1 The Buyer require the supply of veterinary field kits containing a blood sampling system and an ADR compliant packaging system for the transport of UN3373 biological substance Category B samples.
- 2.2 Blood samples collected are classified under ADR Regulations as UN3373 biological substance Category B and must be packed according to P650 packing instruction.
- 2.3 The Buyer also requires an ADR compliant outer packaging transport system for the transportation of UN3373 Category B blood samples for Gamma Interferon Testing. The outer packaging transport system requires an inner heating system to ensure that the samples reach the APHA laboratory within a specified temperature range.
- 2.4 The Buyer also require the outer packaging transport system to be able to be used for Category A blood samples which may be taken during an outbreak. The packaging transport system must be ADR compliant for the transport of UN2814 or UN2900 category A and must be packed according to P620.
- 2.5 The regulations referred to in this specification can be found here:
 - i. http://www.unece.org/fileadmin/DAM/trans/danger/publi/adr/adr2017/ADR2017e_web.pdf

The main relevant sections in the regulations are:

1.2 – Definitions

2.2.62 – Infectious Substances

4.1.4 & 4.1.8 – Packaging

5.1 – General Consignment Provisions

5.2 – Marking & Labelling

6.3 – Construction & Testing of Packaging – Category A Samples

ii. Further guidance can be found on the HSE website:

<http://www.hse.gov.uk/cdg/index.htm>

3. Description of veterinary field kits and packaging systems

Field Kits

3.1 Each veterinary field kit will be comprised of the following:

3.1.1 Blood collection tubes (see details in Table 1 below), holders, twenty (20) gauge one (1) inch needles packaged in a sealable bag (as detailed in 3.1.2). The holder must have a safety sheath or shield. Blood collection tubes shall have a minimum of twelve (12) months shelf life at the point of delivery.

3.1.2 The ADR compliant packaging for category B samples will contain an absorbent pad to absorb spills, thirteen (13) x eighteen (18) sealable bag, polystyrene sample rack, polystyrene box and lid, a cardboard outer box and a tamper proof security tag/seal.

3.1.3 All blood tubes supplied in the field kits shall be individually labelled with a unique bar code. The labels shall include a peel off section which can stick to the relevant paperwork so that each sample can be individually identified. The labels shall be approximately 50mm deep and have at least a 6mm gap so that the level of blood in the tube can be seen. The peel off section shall be approximately 7mm by 55mm. The labels shall be of a suitable material that can be wiped clean without this affecting the integrity of the printing or the label.

3.2 The above will be supplied within the following veterinary field kit types;

Table 1

Current APHA Stores Code*	Product Description (as described in 3.1)
QGD0003	Veterinary Field Kit: 20 gauge x 1" needles x 50, holder with safety sheath/shield x 50, safety

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

Crown Copyright 2021

	sheath/shield 6ml Blood Collection Tubes (with red tops) x 50 & packaging
QGD0002	Veterinary Field Kit: 20 gauge x 1" needles with x 20, holder with safety sheath/shield x 20, 6ml Blood Collection Tubes (with red tops) x 20 & packaging
QGD0006	Veterinary Field Kit 20 gauge x 1" needles with x 50, with safety sheath/shield x 50 , 6ml Lithium Heparin Blood Collection Tubes (with green tops) x 50 & packaging
QGD0007	Veterinary Field Kit 20 gauge x 1" needles with x 50, holder with safety sheath/shield x 50, 6ml K2 EDTA Lavender Blood Collection Tubes (with purple top) x 50 & packaging
QGD0001	Veterinary Field Kit: 6ml Blood Collection Tubes (with red tops) x 50 & packaging
QGD0004	Empty Veterinary Field Kit – ADR compliant packaging only

** The Buyer would intend on maintaining the current APHA Stores Codes under the new contract for continuity of reference by APHA staff and our stock ordering systems.*

Outer Packaging Transport System for Category B Gamma Interferon Samples

3.3 The outer packaging transport system is required for field kits QGD0006, and QGD0007 for the transport of different numbers of blood sampling tubes measuring approximately one hundred (100) mm in length and thirteen (13) mm in diameter, and must be re-usable for a minimum of twenty (20) times. The outer packaging transport system should be no larger than fifteen (15) litres in volume. Tamper proof security seals/tags should be available to purchase to ensure the samples are not tampered with during transit. Samples should be held in an upright and stable position during transit. The outer packaging transport system shall:

3.3.1 Maintain the samples at a temperature of twenty-two (22)°C +/- five (5)°C during shipment for at least twenty-four (24) hours. This may be achieved using heat pads or any other contractor solution. Where batteries are used for the heat pads they should be rechargeable and a charger should be available to purchase. A temperature indicator label for the heat pads should also be available to purchase.

3.3.2 Be available in 2 sizes:

- i. Small: to enable the protection and safe transport of up to fifty (50) samples.

- ii. Large: to enable the protection and safe transport of up to one hundred (100) samples.

3.4 The outer part of the outer packaging transport system shall:

- 3.4.1 Be durable – for use outside on livestock farms in the UK and in all usual weather conditions in the UK.
- 3.4.3 Have a hinged lid to allow easy opening and closing without removing the container lid.
- 3.4.4 Have ergonomically designed handles to enable ease of movement on UK farms and for transport onward to a laboratory. The handles must be made from a material that is easily cleansed and disinfected and will not allow particles to be trapped in the handle material.
- 3.4.5 A durable and washable external carry-bag is required as an optional addition for users.

3.5 The inner part of the outer packaging transport system shall have:

- 3.5.1 Insulated panels capable of maintaining the samples at a temperature of twenty-two (22)°C +/- five (5)°C during shipment for at least twenty-four (24) hours.
- 3.5.2 Reusable blood tube holder(s) to support high temperature cleansing and disinfection.
- 3.5.3 Room to hold a pad that can absorb spills.

Labelling

3.6 As follows

- 3.6.1 Each packaging system shall be labelled (pre-printed directly onto the packaging or individual label) on the outside as ADR compliant – Category B UN3373 Diagnostic Samples – Gamma Interferon Temperature Range twenty two (22)°C +/- five (5)°C.
- 3.6.2 The UN3373 labelling shall be durable and use a permanent adhesive.

Outer Packaging Transport System for Category A samples

3.7 The outer packaging transport system must be compliant with P620 packaging instruction which requires an outer and inner packaging system meeting the requirements in sections 3.3 and 3.4. It shall also have/be:

- 3.7.1 Leak-proof

3.7.2 Either individual packaging for each blood tube or a method of keeping each tube separate to prevent contact between the tubes. The samples must be held upright and stable during transport.

3.7.3 Room to hold a pad that can absorb spills.

Labelling

3.2 Required as follows

3.8.3 Labels shall be supplied that can replace the labels detailed in 3.6.1 for ADR compliant - Category A UN2814 – Infectious Substance, Affecting Humans or Category A UN2900 – Infectious Substance, Affecting Animals only.

3.8.4 The UN2814 & UN2900 labels shall be durable and use a permanent adhesive.

Outer Packaging Transport System Instruction Manual

3.3 The instruction manual shall be clear and understandable and contain accurate instructions for the use of the packaging system.

4. Approval of veterinary field kits and packaging systems

4.1 Any changes to the veterinary field kits and packaging systems for the duration of the Contract must be approved by APHA at least two (2) months in advance of the proposed change in accordance with variation provisions in Clause 24 of the Core Terms and Joint Schedule 2 (Variation Form).

5. Delivery/Orders

5.1 Orders will be placed when field kits/packaging transport systems or individual components are required, by APHA raising a purchase order. **There is no guaranteed order volume** but Tables two (2) and three (3) give an indication of volumes that have been ordered over the last three (3) years.

5.2 The Buyer's ordering requirements may vary at any time during the Contract as a result of policy or operational changes.

5.3 Field kits and outer packaging transport systems (or individual components thereof) shall be delivered within five (5) days of receipt of an official APHA purchase order.

5.4 Field kits and outer packaging transport systems shall be delivered to the following address (unless notified differently by the APHA):

[REDACTED]
[REDACTED]



- 5.5 In an outbreak situation APHA may require delivery to any alternative APHA site within GB which will be identified at the time of order to be delivered within twenty four (24) hours of receipt of an official APHA purchase order. This includes the contingency stock detailed in Section 8

Table Two (2)

APHA Stores Code	Field Kit Product Description	2020 order volume	2021 order volume	2022 order volume
QGD0003	Veterinary Field Kit: 20 gauge x 1" needles x 50, holder with safety sheath/shield x 50, safety sheath/shield 6ml Blood Collection Tubes (red tops) x 50 & packaging	1476	1356	1761
QGD0002	Veterinary Field Kit: 20 gauge x 1" needles x 20, holder with safety sheath/shield x 20, 6ml Blood Collection Tubes (red tops) x 20 & packaging	1177	1094	1423
QGD0006	Veterinary Field Kit 20 gauge x 1" needles x 50, holder with safety sheath/shield x 50, 6ml Lithium Heparin Blood Collection Tubes (green tops) x 50 & packaging	5145	3640	1912
QGD0007	Veterinary Field Kit 20 gauge x 1" needles x 50, holder with safety sheath/shield x 50, 6ml K2 EDTA Lavender Blood Collection Tubes (purple top) x 50 & packaging	85	80	62
QGD0001	Veterinary Field Kit: 6ml Blood Collection Tubes (red tops) x 50 & packaging	93	16	46
QGD0004	Empty Veterinary Field Kit – ADR compliant packaging only	155	123	30
QGD0100	Holder with safety sheath/shield x 50	5732	6834	4615

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

Crown Copyright 2021

QGD0101	Holder with safety sheath/shield x 20	64	80	31
QGD0102	Lithium Heparin Blood Collection Tubes (green tops) x 50	992	1691	1579

Table Three (3)

Outer Packaging Transport System Product Description	2020 order volume	2021 order volume	2022 order volume
Small outer carton	8	14	20
Large outer carton	126	59	45
Small ADR compliant packaging system without heat pad	2	9	2
Large ADR compliant packaging system without heat pad	102	29	27
Heat pad for small ADR compliant packaging system	0	0	2
Heat pad for large ADR compliant packaging system	89	85	35
Rechargeable 12v battery	495	314	169
Charger for 12v battery	45	50	22
Temperature (liquid crystal) indicator label for heat pad	228	90	92
Complete small ADR compliant packaging system*	60	14	0
Complete large ADR compliant packaging system*	176	74	8
Tube rack for 50 blood tubes*	86	45	26
ADR kit (as described in 3.1.2)*	4937	3825	4310
Security Seal/Tag*	6075	4645	5665
Small carry bag (as detailed at 3.4.4)*	6	4	1
Large carry bag (as detailed at 3.4.4)*	11	11	2

6. Quality/Replacement

- 6.1 APHA require that any damaged or defective items received will either be refunded or replaced at APHA's discretion and the cost of returning damaged items shall be met by the Supplier. The Supplier must provide ongoing customer support in response to any problems arising with the performance of the veterinary field kits.

- 6.2 The outer packaging transport systems and/or components shall be available to replace systems or components either during the warranty period or at end of lifespan.
- 6.3 Replacement components for the outer packaging transport systems that are under warranty shall be supplied within two (2) working days to APHA (address as in 5.4). Replacement components ordered out of warranty shall be supplied within five (5) working days.

7. Warranty

- 7.1 The Supplier shall provide a minimum of a twelve (12) month warranty from the date of delivery for the outer packaging transport system that includes all replacement components at no extra cost to the Buyer.
- 7.2 The Supplier shall provide optional warranties that can be purchased by the Buyer which include all replacement components for twenty-four (24) months and for thirty-six (36) months.
- 7.3 It is at the discretion of the Buyer if an additional warranty option is purchased, and if so, which warranty option is purchased. Extended warranty will be purchased, if required, at the time the outer packaging transport system is purchased.
- 7.4 The warranty shall cover any failure due to manufacturing defects.

8. Contingency Requirement

- 8.1 The Supplier will maintain a contingency stock of four hundred (400) veterinary field kit: twenty (20) gauge x one (1) inch needles x fifty (50), holder x fifty (50), safety sheath/shield on the holder, six (6)ml Blood Collection Tubes (red tops) x fifty (50) & packaging. (This equates to twenty thousand (20,000) red top tubes).
- 8.2 This contingency stock will be available and delivered within twenty four (24) hours of request from APHA for the stock. The stock shall be stored in a secure, clean and dry environment. Stock should be rotated so that the stock does not go out of date. The cost of storing the contingency stock will be paid for on an annual basis.
- 8.3 The Supplier will be in a position to provide replacement stock on the basis of one hundred and twenty (120) veterinary field kits per day. (This equates to six thousand (6000) red top tubes). Delivery will be required as detailed in Section 5.5. This will be particularly important in an outbreak situation, when, following at least two (2) working days' notice and in discussion with APHA, the Supplier will implement additional working to increase throughput up to this level.

9. Social Value – Fighting climate change

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

Crown Copyright 2021

- 9.1 In June 2018, the UK Government announced it would explicitly evaluate Social Value when awarding most major contracts. Following a public consultation, the Government has defined Social Value through a series of priority themes and policy outcomes which are important to deliver through Government's commercial activities. Please visit <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources> for further information.
- 9.2 The Supplier shall seek to implement the Social Value commitments made in their [Carbon Reduction Plan](#) and report on their progress against these commitments to the Buyer on an annual basis as part of the Annual Review Meetings;
 - 9.2.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.
 - 9.2.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.
- 9.3 Providing numbers of bio-path bottles APHA requested to be recycled, and put back in use in the last 12 months. Number of batteries APHA have requested to be collected and recycled in the last 12 months.
- 9.4 Highlighting further opportunities and improvement to APHA in reducing field kit and packaging waste.

Call-Off Schedule 30 (Kitting & Fulfilment)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Cost Value"	the price invoiced by the relevant supplier to the Buyer (including any freight costs) for the purchase or manufacture of the Products which have been lost or damaged following Receipt;
"Delivery"	<p>Where the Goods are delivered by the supplier, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. If the Goods are collected by the Buyer, the point of delivery shall be when the Goods are loaded on the Buyer's vehicle.</p> <p>Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Supplier's sub-contractors or carriers at such place as the Buyer or duly authorised person shall reasonably direct.</p>
"Despatch"	the point at which the Products leave the possession and control of the Supplier, or its sub-contractors which shall be the point at which the Products are loaded, in accordance with Call-Off Schedule 20 (Specification) or the Order Form (as the case may be), onto the delivery vehicle for despatch to the Buyer's nominated location, and the delivery vehicle is closed and sealed;
"Kitting & Fulfilment Services"	the kitting and fulfilment services to be provided by the Supplier in accordance with the terms of this Call-Off Schedule and the Specification or the Order Form (as the case may be);
"Products"	any goods or products of the Buyer or delivered by a third party on behalf of the Buyer to the relevant Site;
"Receipt"	the point at which the Products come under the control or custody of the Buyer which shall be the point at which the doors have been opened on

	any delivery vehicle arriving at the Buyer's Site for unloading;
"Stock Audit"	the inventory audit carried out by the Supplier in relation to the Products held at the Supplier's Site;
"Stock Loss"	<p>any shortages in Products (being the actual total units of Products held further to a Stock Audit, measured against the reported volume of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:(daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note or other record issued upon Despatch of the Products;</p>

**"Stock Loss
Tolerance"**

a percentage to be agreed by the parties (which shall not in any event be greater than 0.5%) of the total Products which ought to be held (being the reported total units of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:(daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note of Products Despatched) by the Supplier at the time of any Stock Audit;

**"Supplier's
Management
Platform"**

the Supplier's platform or solution for management of (i) the international transportation of goods, including the Products and/or (ii) the warehousing and/or stock control

of goods, including the Products (as the case may be).

2. When this Call-Off Schedule should be used

This Call-Off Schedule is designed to provide the additional provisions necessary to govern the provision of Kitting & Fulfilment Services. The Parties shall comply with the terms of this Call-Off Schedule if the Buyer has indicated on the Order Form that Kitting & Fulfilment Services form part of the Services to be provided under the Call-Off Contract.

3. Lien

- 3.1. 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 by the Supplier.

4. Risk

- 4.1. The Supplier shall be responsible for unloading each consignment of any Products at the Buyer Sites and the Products shall be at the Supplier's risk during unloading.
- 4.2. The Products shall be at the Supplier's risk from Receipt until Delivery.
- 4.3. Proof of Receipt and Despatch shall be evidenced by hard copy (written) or electronic receipt.

5. Stock Audits and Stock Loss

- 5.1. Subject always to Clause 5 of the Core Terms and Paragraphs The Supplier shall receive the Products at carton / box level not component level. Subject to the Supplier complying with the provisions of Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to

resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and the reporting procedures agreed between the parties (as updated from time to time), any discrepancies in components that are discovered when the carton / box is opened shall not be the Supplier's liability. and The Supplier shall not be held accountable and shall have no liability whatsoever in relation to Products that have expired and exceeded their date of use where such expiry or exceeding beyond the date of use is as a result of an instruction from the Buyer to pick alternative Products, to prioritise rework and/or the inbound supply exceeds consumption over the shelf life period. The Supplier remains accountable for Products that have expired and exceeded their date of use where the same is caused by the Supplier failing to comply with the picking instructions or principles as specified in Call-Off Schedule 20 (Call-Off Specification) or the Order Form (as the case may be), except where the Buyer has instructed otherwise., the Supplier shall be liable for any Stock Loss.

- 5.2. The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:
- a) daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and

- b) weekly report detailing total volumes of Products Received, total volumes of Products Despatched, total volumes of Products held at the Site and details of any Stock Loss identified in the previous week.
- 5.3. In the event that any report issued in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer: shows Stock Loss then the provisions of Paragraph The Supplier shall pay to the Buyer within thirty (30) days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products. shall apply.
- 5.4. The Supplier shall pay to the Buyer within thirty (30) days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products.
- 5.5. The Supplier shall receive the Products at carton / box level not component level. Subject to the Supplier complying with the provisions of Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time).

Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and the reporting procedures agreed between the parties (as updated from time to time), any discrepancies in components that are discovered when the carton / box is opened shall not be the Supplier's liability.

- 5.6. The Supplier shall not be held accountable and shall have no liability whatsoever in relation to Products that have expired and exceeded their date of use where such expiry or exceeding beyond the date of use is as a result of an instruction from the Buyer to pick alternative Products, to prioritise rework and/or the inbound supply exceeds consumption over the shelf life period. The Supplier remains accountable for Products that have expired and exceeded their date of use where the same is caused by the Supplier failing to comply with the picking instructions or principles as specified in Call-Off Schedule 20 (Call-Off Specification) or the Order Form (as the case may be), except where the Buyer has instructed otherwise.
- 5.7. All stock related issues shall be the responsibility of the Supplier save where the Supplier can demonstrate to the Buyer's satisfaction, acting reasonably and in good faith at all times, that the Supplier is not responsible for such stock related issues.
- 5.8. Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer.

6. IT System

- 6.1. The Supplier shall, where requested to do so by the Buyer, at no charge, make the Supplier's Management Platform available for use by the Buyer and/or its authorised representatives and/or provide such other form of reporting as the Buyer may reasonably require to record, and provide visibility to the Buyer in respect of, the Supplier's provision of the Services.
- 6.2. The Supplier shall use all reasonable endeavours to procure the right for the Buyer to use the Supplier's Management Platform during the Contract Period solely for the purpose of receiving and monitoring the Services provided to the Buyer under this Call-Off Contract.

7. Removal of Products

- 7.1. 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.