

Order Form - Confidential When Complete

| Call-off Contract Details | |
|--|--|
| Title of Framework Agreement: | Sustainable Healthcare Recycling & Waste Management |
| Framework Agreement Reference: | SBS 10219 |
| Lot number: | 2 |
| Call-off procedure used: [Further Competition/Direct Award] | Yes – Direct Award |
| Total Call-off Contract Value: | TBC |
| Authority Contact Details: | |
| Name: | [REDACTED] |
| Phone Number: | [REDACTED] |
| Category Generic Email Address: | [REDACTED] |

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

| Period of the Agreement | | | |
|------------------------------------|-------------------|--------------|-------------------|
| Commencement Date: | 18.04.2024 | Expiry Date: | 18.10.2024 |
| Extension Period(s): [Optional] | N/A | | |
| Maximum Permissible Term | N/A | | |

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

| The "Supplier" | |
|---|------------------|
| Name of Supplier: | Ramco UK Limited |
| Name of Supplier Authorised Signatory: | [REDACTED] |
| Job Title of Supplier Authorised Signatory: | [REDACTED] |
| Contact Details Email Address: | [REDACTED] |
| Contact Details Phone Number: | [REDACTED] |
| Address of Supplier: | [REDACTED] |

| | | | |
|------------------------------------|------------|--------------------|-----------------------------|
| Signature of Authorised Signatory: | [REDACTED] | Date of Signature: | 18 th April 2024 |
|------------------------------------|------------|--------------------|-----------------------------|

Approved Organisation Order Form Signature Panel

| The "Approved Organisation" | |
|--|---------------------------------------|
| Name of Approved Organisation: | Department for Health and Social Care |
| Name of Approved Organisation Authorised Signatory: | [REDACTED] |
| Job Title of Approved Organisation Authorised Signatory: | [REDACTED] |
| Contact Details Email Address: | [REDACTED] |
| Contact Details Phone Number: | [REDACTED] |
| Address of Approved Organisation: | 39 Victoria Street, London, SW1H 0EU |

| | | | |
|--|------------|--------------------|------------|
| Signature of Approved Organisation Authorised Signatory: | [REDACTED] | Date of Signature: | 19/04/2024 |
|--|------------|--------------------|------------|

Please Note: Each Party's respective Authorised Signatory above shall also be that Party's authorised representative for the purposes of Clause 23.3 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 30 (Assignment, novation, and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of

any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

| | |
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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

| Supplier Call-off Contract Manager Details: | |
|--|--|
| Supplier Call-off Contract Manager: | |
| Supplier Call-off Contract Manager contact details: | |
| Approved Organisation Contract Manager Details: | |
| Approved Organisation Call-off Contract Manager: | |
| Approved Organisation Call-off Contract Manager contact details: | |

3. Periodic Review

In accordance with Clause 16.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided.

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

Pilot Auction:

- Pilot auction will be 4 x Lots (2 x 20 containers at each site PD Ports & Tadcaster). 80 containers in total.
- Containers will be 40ft High Cube
- PD Ports site will provide Grade A (<5 years old) and Tadcaster site will provide Grade B (cargo-worthy)).
- A small number of photos will be provided for each Lot to exhibit the representative condition of containers to prospective bidders.
- Authorised customer collection time permitted from point of sale will be a maximum of 6 calendar weeks. The penalty for exceeding this collection time period will be charged at a rate [REDACTED] per container per day, payable by the customer.
- Specification details and a full list of container IDs included in each Lot will be shared via the e-auction platform at time of sale go-live.
- Reserve prices will be set to [REDACTED]

The Supplier will provide the Approved Organisation:

- Access to use the e-auction platform.
- Support to set-up sales of container Lots on e-auction platform.
- Support to monitor sales processes and communications with bidders.

Post-sales Process:

- Post-sale, the Supplier will share customer contact information with the Approved Organisation, who will then liaise directly with the customer to arrange collection from site.
- Each site (managed by the Approved Organisation) will be responsible for loading containers sold to customers.
- The customer will be responsible for transport and unloading of containers purchased.

Site Addresses:

Tadcaster: iForce Tadcaster (Leeds East Airport), Busk Lane, Church Fenton, Leeds, LS24 9SE

PD Ports: PD Ports, Hartlepool dock, Greenland Road, TS24 0RQ

B. Goods to be Provided.

Please detail the Goods to be provided or include an attachment with full details.

- Pilot auction will encompass 4 x Lots (2 x 20 containers at each site PD Ports & Tadcaster). 80 containers in total.
- Containers will be 40ft High Cube
- PD Ports site will provide Grade A (<5 years old) and Tadcaster site will provide Grade B (cargo-worthy)).
- Specification details and a full list of container IDs included in each Lot will be shared via the e-auction platform at time of sale go-live.

C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

- Approved Organisation to provide details of container Lots (as described in section A) to the Supplier.
- The Supplier to support the Approved Organisation to list container Lots on e-auction platform.
- The Supplier to support the Approved Organisation to manage communication with prospective bidders, liaising with the Approved Organisation as required.
- Each auction will be live for a total of 12 days.
- Post-sale, the Supplier will share customer contact information with the Approved Organisation, who will then liaise directly with the customer to arrange collection from site.
- Each site (managed by the Approved Organisation) will be responsible for loading containers sold to customers.
- The customer will be responsible for transport and unloading of containers purchased.

D. Key Personnel

Pursuant to Clause 6.3 of Schedule 2 of the Call-off Contract please set out key personnel required for the supply of Goods and/or the provision of Services.

Supplier (Ramco)

[Redacted]
[Redacted]
[Redacted]

Approved Organisation (Department of Health and Social Care)

[Redacted]
[Redacted]

E. Sub-contracting and Personnel

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

N/A

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

Accreditations and memberships (ramco.co.uk)

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

Accreditations and memberships (ramco.co.uk)

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation.
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and

- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

Table A.

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Buyers' premium will be charged to the customer and will vary depending on the sale amount for each individual asset. The details will be provided on a separate document.

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

N

As outlined in Table A.

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

N/A

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

For the Supplier:

All complaints to be directed to the Business Development Manager Teddy Townsend in the first instance by e-mail [REDACTED] or Phone [REDACTED]

For the Approved Organisation:

All complaints to be directed to [REDACTED] via [REDACTED]

L. Limit of Liability

Please populate the limit of liability values

As per schedule 2 of NHS SBS Call-off Terms and Conditions for the Supply of Goods and/or the Provision of Services.

M. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

A Self-Billing Invoice outlining sales information including sales revenue generated, to be provided on the 5th working day of the following month.

N. Invoicing

Please detail all specific invoicing requirements here.

On the 5th working day of the month the Supplier will issue the Approved Organisation a self-billing invoice (SBI) which includes details of assets sold, hammer price, commission charge and total balance payable to the Approved Organisation.

Following issue of the monthly SBI, the Supplier will make the full payment of the hammer price, minus commission charge, to the Approved Organisation within 7-31 days after the SBI has been issued.

O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

N/A

P. Termination

Please detail specific termination provisions here.

As per schedule 2 of NHS SBS Call-off Terms and Conditions for the Supply of Goods and/or the Provision of Services. The Approved Organisation will also provide 5 working days' notice should early termination of the contract be sought.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

This contract will be executed in line with the standard terms and conditions outlined for the SBS 10219 Framework Agreement.

PLEASE NOTE:

In accordance with Clause 2.5 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol

N/A