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

Order Form

CALL-OFF REFERENCE:	C331216
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Foss House, Peasholme Green, York, YO1 7PR
THE SUPPLIER:	Elis UK Limited
SUPPLIER ADDRESS:	First Floor, Chineham Gate Crockford Lane, Chineham, Basingstoke, England, RG24 8NA
REGISTRATION NUMBER:	00228604
DUNS NUMBER:	N/A
SID4GOV ID:	Ν/Α

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 27th February 2025.

It's issued under the Framework Contract with the reference number RM6331 for the provision of Laundry Services.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot:

Sub-lot:	Services:	Tick as appropriate:	Supplier Accreditatio ns
Lot 1A	Standard Wash Linen and Laundry Services	X	ISO9001 / EN14065 Cyber Essentials

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) RM6331
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6331
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6331**
 - o Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Key Performance Indicators)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
 - Call-Off Schedule 27 (Accessed Contracts)
- 1. CCS PSC Core Terms (Version 3.0.11)
- 2. Joint Schedule 5 (Corporate Social Responsibility) RM6331
- 3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

EFFECTIVE DATE: 01st April 2025

CALL-OFF START DATE: the date the Contract Period commences 01st April 2025

MOBILISATION PERIOD: N/A

CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 01st April 2025

DATE CALL-OFF INITIAL PERIOD ENDS: 31st March 2030

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 01st April 2030 to 31st March 2032.

TOTAL MAXIMUM CONTRACT PERIOD 01st April 2025 to 31st March 2032

CALL-OFF DELIVERABLES See details in Call-Off Schedule 20 (Call-Off Specification).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £270,669.00.

DRAWN DOWN DELIVERABLES: Are outlined in Appendix 1.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)
- Indexation

TARGET COST Not Applicable

PAYMENT METHOD Payment by BACS, monthly in arrears, on receipt of a correct invoice.

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Framework Ref: RM6331
Project Version: v2.0
Model Version: v3.7
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BUYER'S INVOICE ADDRESS: Via email to Accounts Payable: copied to

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be [the Textiles Services Cost Index. Indexation shall only apply from 01st April 2026 and shall be applied on every yearly anniversary of 01st April 2026 onwards. Indexation shall be applied to the Baseline Monthly Payment.

PASS THROUGH COSTS Not Applicable

TUPE OPTION Not Applicable

BUYER'S AUTHORISED REPRESENTATIVE:

Contract Manager

BUYER NOTICES FSA Commercial

BUYER SECURITY REPRESENTATIVE Knowledge, Information Management and Security Team

BUYER'S ENVIRONMENTAL POLICY

Is available online at: <u>https://www.food.gov.uk/about-us/environmental-policy-</u> <u>summary</u>

BUYER'S SECURITY POLICY Is available online at: <u>Personal Information Charter | Food Standards Agency</u> & <u>Privacy policy | Food Standards Agency</u>

SUPPLIER'S AUTHORISED REPRESENTATIVE

Key Accounts Director

SUPPLIER'S CONTRACT MANAGER

Key Accounts Manager

PROGRESS REPORT FREQUENCY:

On the first Working Day of each calendar month or as mutually agreed by both parties.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as mutually agreed by both parties.

KEY STAFF:

KEY SUBCONTRACTOR(S) No subcontractors will be used within the laundry provision.

E-AUCTIONS: Not Applicable

COMMERCIALLY SENSITIVE INFORMATION: As per Joint Schedule 4: Commercially Sensitive Information

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SERVICE PERIOD: The Service Period for the purposes of *Call-Off* Schedule 14 (Key Performance Indicators) shall be one Month.

KPI CREDITS KPI Credits accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

CONCESSION: Not Applicable

COLLATERAL WARRANTIES Not Applicable

PERFORMANCE BOND Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments as were provided for in its Call-Off Tender.

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed "wet-ink" counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the "wet-ink" hard copy of such counterpart as soon as reasonably possible thereafter

For and on behalf of the Supplier:

11th March 2025

For and on behalf of the Buyer:

25th March 2025

APPENDIX 1

Request to Draw Down Deliverables

PARTIES

- From: Food Standards Agency ("Buyer") Name: FSA Commercial Registered Address: Peasholme Green, York, YO1 7PR Region: United Kingdom
- 2. To: Elis UK Ltd ("Supplier") Name: Registered Address: First Floor, Chineham Gate Crockford Lane, Chineham, Basingstoke, England, RG24 8NA

Registered Number: 00228604

Date: 15th January 2025

This Request for Deliverables form, when signed by both Parties, forms the agreement of the Supplier to support the Buyer in providing Services for Laundry C331216. The Buyer requires the following Services as specified in the Specification and associated Annexes, and as per the prices provided by the Supplier in the Pricing Matrix of the Laundry Contract C331216. The Services are being drawn down as per the Drawn Down Deliverables process detailed in the Order Form.

The Services are required at the following locations:- England & Wales. Any additional Services required by the Buyer outside of the Services listed below shall be agreed as per the variation process as stated within the Core Terms.

Signed

For and on behalf of the Supplier:

For and on behalf of the Buyer:

Call-Off Schedules



RM6331 Call Off Schedule 1 Transpare



RM6331 Call Off Schedule 2 Staff Trans



RM6331 Call Off Schedule 3 Continuou







RM6331 Call Off Schedule 8 Business C



RM6331 Call Off Schedule 9 Security.de



RM6331 Call Off Schedule 10 Exit Mana

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RM6331 Call Off Schedule 14 KPIs.doc>



RM6331 Call Off Schedule 15 Call Off (



RM6331 Call Off Schedule 16 Benchma





RM6331 Call Off Schedule 26 Buyer Re



Joint Schedules



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RM6331 Joint Schedule 2 Variation I



RM6331 Joint Schedule 3 Insurance



RM6331 Joint Schedule 5 Corporate



RM6331 Joint Schedule 10 Rectificat



RM6331 Joint Schedule 11 Processir

