

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

Order Form

CALL-OFF REFERENCE: DHSC C301711 (CCS Ref: RM6178 - CCOW23A03)

THE BUYER: **Secretary of State for Health and Social Care
acting as part of the Crown**

BUYER ADDRESS **39 Victoria Street
Westminster
London
SW1H 0EU**

THE SUPPLIER: **Scottish Water Business Stream**

SUPPLIER ADDRESS: **1-3 Lochside Crescent

Edinburgh
EH12 9SE
Scotland**

REGISTRATION NUMBER: **SC294924**

DUNS NUMBER: **348641288**

This Order Form is for the provision of the Call-Off Deliverables and is dated **23rd July 2024**

It's issued under the Framework Contract with the reference number RM6178 Water, Wastewater and Ancillary Services (2) for the provision of Water, Wastewater and Ancillary Services

CALL-OFF LOT(S):
Lot 1

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) RM6178 Water, Wastewater and Ancillary Services (2)
3. The following Schedules in equal order of precedence:
 - Joint Schedules for DHSC C301711 and RM6178 Water, Wastewater and Ancillary Services (2)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) – Not Used
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) – Not Used
 - Joint Schedule 9 (Minimum Standards of Reliability) – Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for DHSC C301711 under RM6178 Water, Wastewater and Ancillary Services (2)
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender) – Not Used
 - Call-Off Schedule 5 (Pricing Details) – As attached below
 - Call-Off Schedule 6 (ICT Services) - Not Used
 - 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 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering) – Not Used
 - Call-Off Schedule 13 (Implementation Plan and Testing) - Not Used
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) – MOD USE ONLY
 - Call-Off Schedule 18 (Background Checks) – N/A

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- Call-Off Schedule 19 (Scottish Law) – N/A
 - Call-Off Schedule 20 (Call-Off Specification) – As attached below
 - Call-off Schedule 21 (Northern Ireland Law) – N/A
 - Call-off Schedule 22 (Lease Terms) – N/A
4. CCS Core Terms (version 3.0.8)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6178 Water, Wastewater and Ancillary Services (2)
 6. Call-Off Schedule 4 (Supplier Response) 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 START DATE: **1 September 2024**

CALL-OFF EXPIRY DATE: **31 August 2026**

CALL-OFF INITIAL PERIOD: **up to 2 years only**

CALL-OFF EXTENSION OPTION: **N/A**

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 **£45,000**.

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

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

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

The Supplier shall issue electronic consolidated invoices for all sites monthly in arrears (30 days net of receipt of invoice) to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS).

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] Within 10 working days of receipt of your countersigned copy of this contract, 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 Buyer 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 by email to [REDACTED]

The Supplier shall ensure that each monthly invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, consolidated service information including all site descriptions, consumption and total price.

Billing / Invoicing terms will be **Monthly**.

BUYER'S INVOICE ADDRESS:

Accounts Payable
Department of Health and Social Care
39 Victoria Street
Westminster
London
SW1H 0EU

Or email: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Quarry House
Quarry Hill
Leeds
LS2 7UE

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall perform the Deliverables in accordance with the following cross-government policies and procedures:

Greening Government Commitments for 2021-2025

Published 28th October 2021

Available online at: <https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025>

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Business Stream

3 Lochside Crescent

Edinburgh

EH12 9SE

PROGRESS REPORT FREQUENCY

Weekly during mobilisation, with a view to moving to monthly.

PROGRESS MEETING FREQUENCY

Weekly during mobilisation, with a view to moving to monthly.

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 5 (Pricing Details).

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

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For and on behalf of the Supplier:	For and on behalf of the Buyer:

Call-Off Schedule 20 (Call-Off Specification)

The Services to be provided by the Supplier as per Call-Off Schedule 5 (Pricing Details), are to adhere to the CCS RM6178 Lot 1 framework specification as below:



RM6178 Framework
Schedule 1 Specifica