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

Order Form

CALL-OFF REFERENCE:

Provision of Wastewater Sampling Support (Severn Trent)
Contract Reference: C153400/ LSRS376

This Contract is made between:

THE BUYER:

(the "Authority/ COMPANY")

UK Health Security Agency acting as agents of **The Secretary of State for Health and Social Care** as part of the Crown 10 South Colonnade London E14 4PU

THE SUPPLIER: Aquaclear SC Ltd

60 Vandaleur Avenue, Edinburgh, EH7 6UG

REGISTRATION NUMBER: SC368881
DUNS NUMBER: 216292493

SID4GOV ID: [Insert if known]

This Order Form is for the provision of the Call-Off Deliverables and dated 05/09/24 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 Number	Lot Description	Relevant (Yes/ No)
1	Water and Waste Water Services	Yes
2	Ancillary Services	No
3	One Stop Shop (Combined Lot 1 and Lot 2)	No

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6178 Water, Wastewater and Ancillary Services (2)
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6178 Water, Wastewater and Ancillary Services (2)
 - o Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - [Joint Schedule 8 (Guarantee) Not Used
 - o [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)

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- Call-Off Schedules for C153400/ LSRS376 Call-Off reference number]
 - o Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 4 (Call off Tender)
 - o Call-Off Schedule 5 (Pricing Details)
 - o [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
 - o [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) Not Used
 - o [Call-Off Schedule 18 (Background Checks) Not Used
 - o [Call-Off Schedule 19 (Scottish Law) Not Used
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o [Call-off Schedule 21 (Northern Ireland Law) Not Used
 - o [Call-off Schedule 22 (Lease Terms) Not Used
 - o [Call-Off Schedule 23 Not Used
- 4. CCS Core Terms (version 3.0.8)

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- 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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: 05/09/24

CALL-OFF EXPIRY DATE (INITIAL PERIOD): 01/09/2027

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF EXTENSION START DATE: 02/09/27

CALL-OFF EXTENSION EXPIRY DATE: 01/09/2028

CALL-OFF EXTENSION PERIOD: 1 year extension option

The maximum value of this contract will be £150,000 excluding VAT (£180,000 including VAT) over the maximum possible term of Four (4) years (3+1) or when the maximum value is reached. The maximum value includes business-as-usual and surge capacity requests for the contract life cycle.

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 £27,650.00 estimated charges in the first 12 months of the Contract.

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

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Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES NOT APPLICABLE

PAYMENT METHOD

The Supplier shall issue invoices quarterly in arrears. The Authority shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice. Payment can only be made following satisfactory delivery of pre-agreed deliverables. Before payment can be considered, each invoice must include a detailed breakdown of work completed and the associated costs. No invoice will be accepted without a valid Purchase Order reference.



BUYER'S ENVIRONMENTAL POLICY

Environmental Policy

Date of issue: October 1st, 2021

Environmental policy - GOV.UK (www.gov.uk)



environmental-policy .pdf

BUYER'S SECURITY POLICY

Data Protection Policy

Published July 2021; revised June 2022

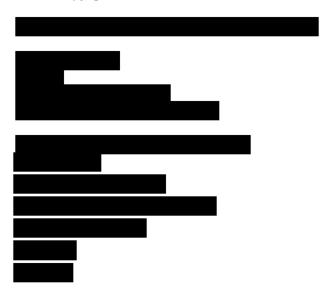


DHSC Data protection policy.pdf

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PROGRESS MEETING/ REPORT FREQUENCY

Supplier will be expected to attend quarterly meetings to review the site sampling data agree on quarterly invoicing and outline the expected forecast for the next quarter



KEY SUBCONTRACTOR

Suez Advanced Solutions UK Ltd Suez House,

Grenfell Road,

Maidenhead,

SL6 1ES

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 4 and Call off Schedule 5 Supplier's Commercially Sensitive Information

SERVICE CREDITS.

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

The Service Credit Cap is: 5% of the annual charge

The Service Period is: 12 Months A Critical Service Level Failure is: 90%

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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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)

_	For and behalf of	the Supplier:	For and behalf of	the Buyer:
	Job Title/Role:	Director	Job Title/Role:	Commercial Lead
	Date Signed:	17/09/2024	Date Signed:	18 Sept 2024

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Docusign Envelope ID: 54562883-BC39-4874-92D5-D9218F61EAF9

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