

Annex 10 – Order form for call-off contract

FROM

Customer	The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown of 2 Marsham Street, London. SW1 P4D (<i>the customer</i>)
Address	Hornbeam House, Electra Way, Crewe Business Park, Crewe CW1 6GJ
Contact Ref:	[REDACTED] [REDACTED] [REDACTED]
Order Number	TBC To be quoted on all correspondence relating to this Order
Order Date	9 th January 2025 or the date when the signed order form is received by the Customer.

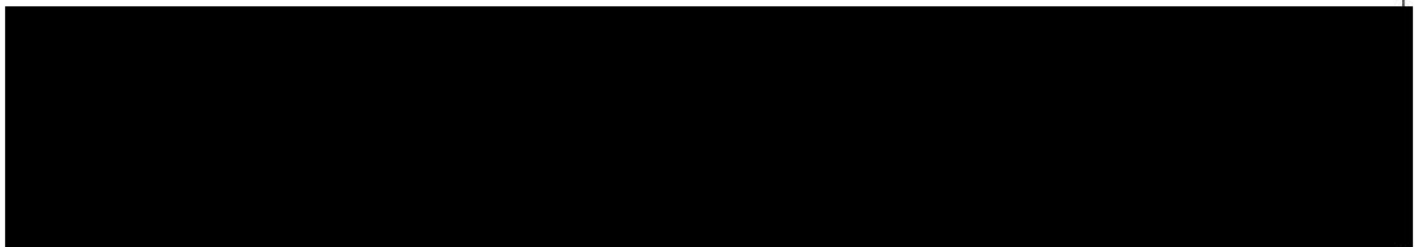
TO

Supplier	Ecolab Limited incorporated and registered in England and Wales with company number of 00649192 whose registered office is at Winnington Avenue, Northwich, Cheshire, United Kingdom, CW8 4DX (<i>the supplier</i>)
For attention of:	[REDACTED] [REDACTED] [REDACTED]
Address	[REDACTED]

1. SERVICES REQUIREMENTS

(1.1) Services [and deliverables] required:

This order is for the Services outlined below. It is mutually recognised that the volume of these Services utilised by the Customer may vary from time to time during the course of this Call-Off Contract, subject always to the Call-Off Terms and Conditions:



(1.2) Lot(s) under which the above Services are being supplied:

LOT 1 – Chemical Sampling, Analysis and Monitoring

LOT 2 – Chemical Remediation

LOT 3 – Chemical Waste Management and Disposal

LOT 4 – Biological Sampling, Analysis and Monitoring

LOT 5 – Biological Remediation

LOT 6 – Biological Waste Management and Disposal

LOT 7 – Radiological / Nuclear Characterisation, Remediation and Waste Management

LOT 8 – Environment Agency: Hazardous Materials – Routine

LOT 8 – Environment Agency: Hazardous Materials – Emergency

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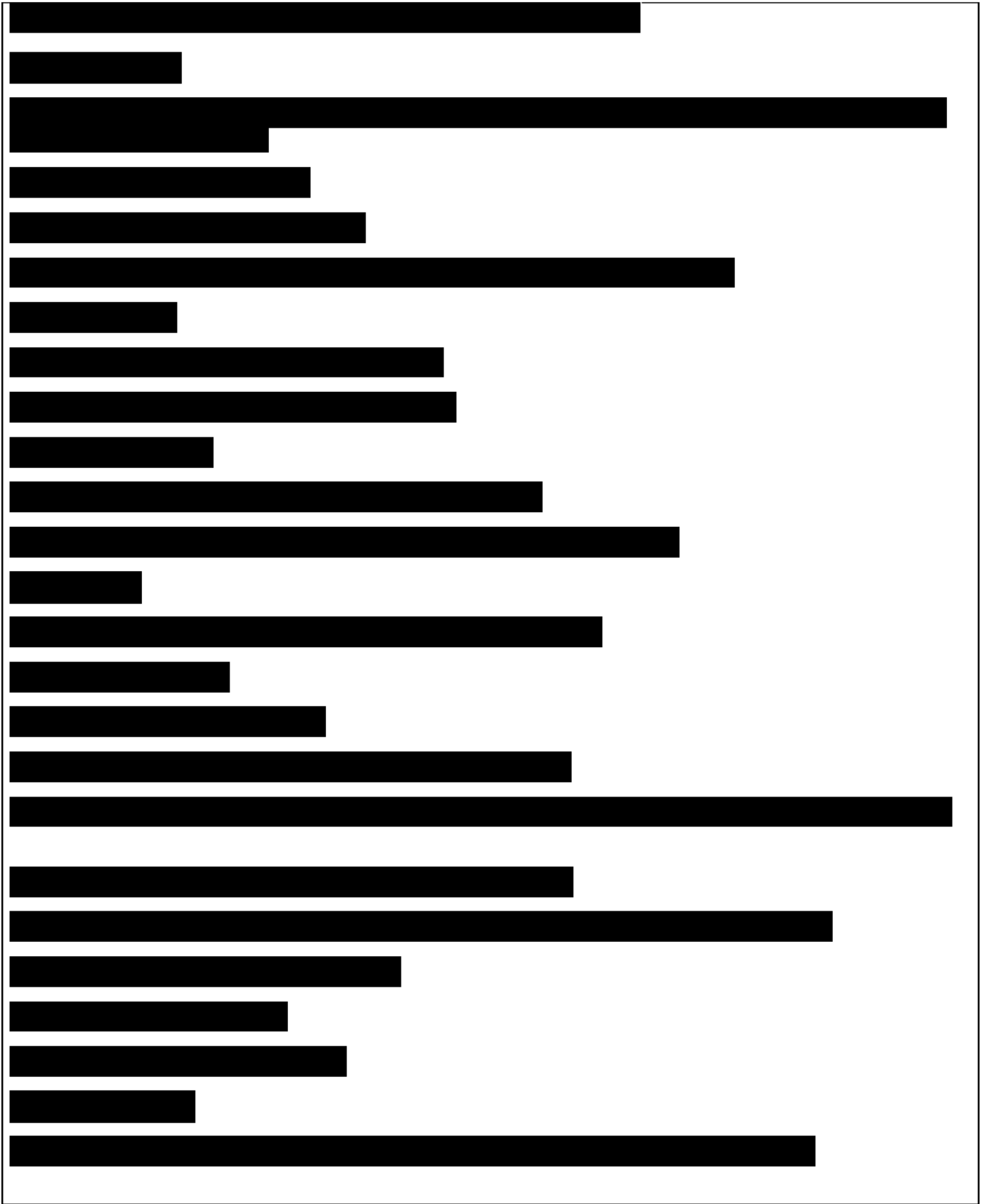
(1.3) Commencement Date:

This Call-Off Contract commences on 9th January 2025,
notwithstanding the date on which the Call-Off Contract is signed by both parties.

2. SUPPLIER SOLUTION

(2.1) Supplier Solution

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(2.2) Key Personnel of the Supplier to be involved in the Services [and deliverables]:

[REDACTED]

[REDACTED]

(2.3) Sub-Contractors to be involved in the provision of Services:

[REDACTED]

3. PRICE AND PAYMENTS

(3.1) Contract Price payable by the Customer excluding VAT

Payment via BACS upon delivery of valid receipt.

Fixed price – payment in full upon satisfactory completion of the services and deliverables.

Price based on estimate of time and resources spent

[a) The “**Maximum Price**” shall mean the maximum price payable by the Customer under this Order Form that is **calculated in accordance with Schedule 3 Pricing Matrix of the Framework Agreement**. For the avoidance of doubt, there is no contractual obligation within this Order Form to take Services which would require the Authority to pay the full Maximum Price over the Contract Period.

b) The Maximum Price is **£70, 105.25** over the Contract Period.

c) The Maximum Price is based on an agreed cost profile detailed in the quotation attached at section 2.1 above and at Annex B below:

d) The Maximum Price shall not be exceeded over the Contract Period, unless via a CCN.

(3.2) Invoicing and Payment

The Supplier shall issue an electronic invoice after the completion of the trial work, billing in arrears.

The Customer shall pay the Supplier within thirty calendar days of receipt of a Valid Invoice submitted in accordance with this paragraph 3, the payment profile and the provisions of this Call-Off Contract.

The Authority's preference is for all the invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:


[REDACTED]

4. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(4.1)

Covered within specification of requirements and methodology available at sections 1.1 and 2.1 above.

- (a) Implementation Plan and Milestones (including dates for completion)**
- (b) The Implementation Plan as at the Commencement Date is set out below:**

Milestone	Key	Milestone Achievement Criteria	Milestone Date	Milestone Payment
				

(c) Subject to the provisions of the Call-Off Terms and Conditions, the Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

(d) Changes to the milestones shall only be made in accordance with the Variation procedure under clause F6 of the Call-Off Terms and Conditions.

[INSERT ANY FURTHER PERFORMANCE STANDARDS]



(4.3) Call-Off Contract Monitoring Arrangements: Not used.

5. COMMERCIALLY SENSITIVE AND CONFIDENTIAL INFORMATION

(5.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information: Scope of work, methodology, and results.

6. LIABILITY

1. **(6.1)** Subject to clause G1.1 of the Call Off Terms and Conditions, the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Call-Off Contract shall in no event exceed 200% of the call off contract price.

7. INSURANCE

7.1) To comply with its obligations under this Call Off Contract the Supplier shall ensure that the following insurances are held:

- professional indemnity insurance held by the Supplier and by any agent, subcontractor or consultant involved in the supply of the Services and that such professional indemnity insurance has a minimum limit of indemnity of two million pounds sterling or equivalent (£2,000,000) for each individual claim or such higher limit as the Contracting Authority/Customer may reasonably require (and as required by law) from time to time;
- public liability for injury to persons or property with minimum policy limits of two million pounds sterling or equivalent for public liability (£2,000,000) and two million pounds sterling or equivalent for product liability (£2,000,000);
- employers' liability insurance with a minimum limit of five million pounds sterling or equivalent (£5,000,000) or such higher limit as required by law from time to time.

8. SPECIAL CONDITIONS

(8.1) REPORTS

Without prejudice to the submission of reports as specified under the Call-Off Contract, the Supplier shall render any additional reports relating to the Services at such time or times, and in such form as the Contract Manager may reasonably require.

(8.2) MEETINGS

The Supplier shall, subject to reasonable notice, attend all meetings as specified in the Call-Off Contract or otherwise arranged by the Customer, for the discussion of matters concerned with the Services.

9. MODIFICATION TO TERMS AND CONDITIONS

9.1) *Supplemental* requirements in addition to Call-Off Terms and Conditions.

Not applicable.

(9.2) Variations to the Call-Off Terms and Conditions.

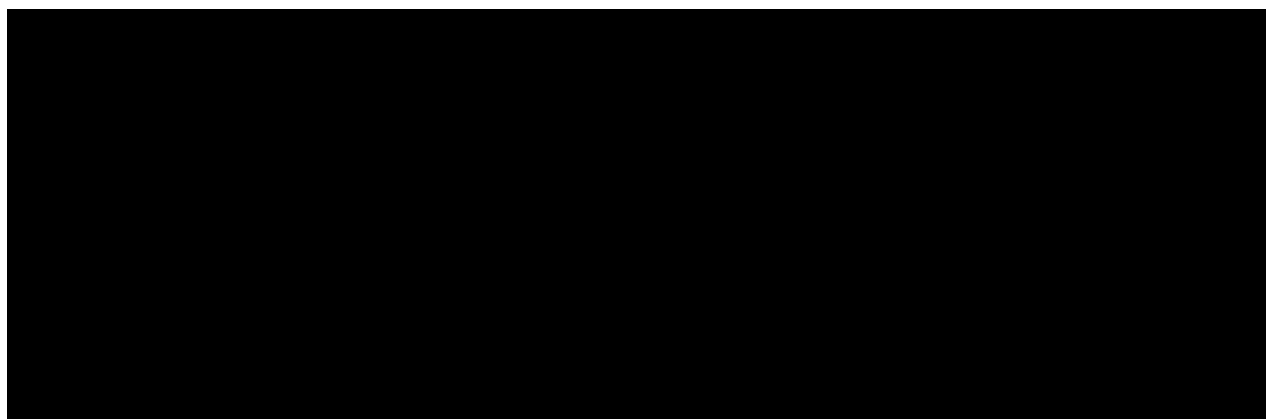
Not applicable.

(9.3) Alternative and/or Additional Clauses.

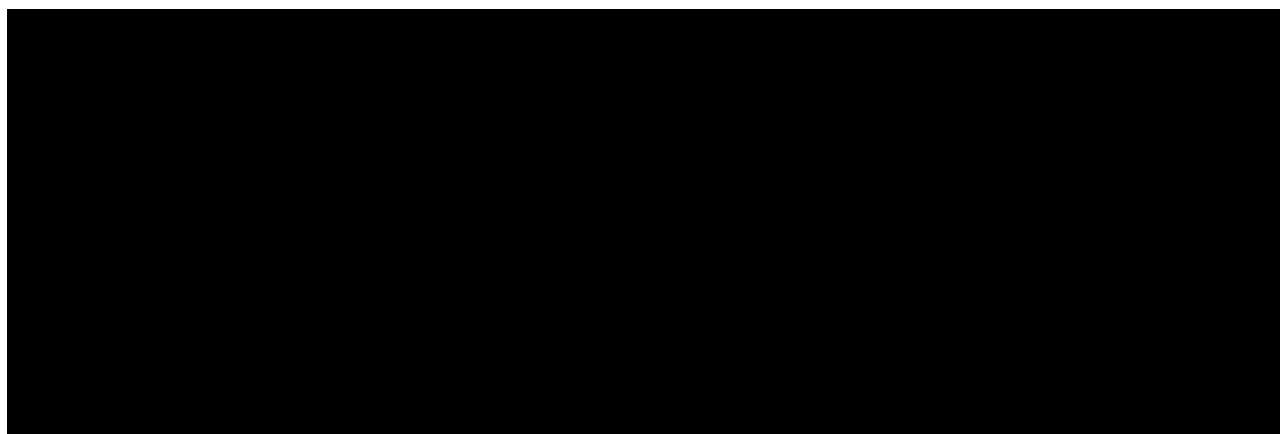
Not applicable.

By signing and returning this Order Form the SUPPLIER agrees to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Agreement entered into by the Supplier and the Customer on 1st April 2022.

For and on behalf of the Supplier: -



For and on behalf of the Customer: -



Contracting Authority	<p>'Contracting Authorities' means the State, regional or local authorities, bodies governed by public law or associations formed by one or more such authorities or one or more such bodies governed by public law, and includes central government authorities, but does not include Her Majesty in her private capacity as defined in the Public Contracts Regulations 2015.</p> <p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p>

Annex A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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A horizontal bar chart consisting of 25 black bars of varying lengths. The bars are arranged vertically, with the longest bar being the second one from the top and the shortest being the eighth one from the top. The lengths of the bars represent a quantitative scale, with the second bar being the maximum and the eighth bar being the minimum.

[REDACTED]

[REDACTED]

[REDACTED]