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DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE (for invoicing):

THE BUYER: National Institute for Health and Care

Excellence (NICE)

BUYER ADDRESS National Institute for Health and Care Excellence

Level 1A City Tower, Piccadilly Plaza, Manchester

M1 4BT

THE SUPPLIER: SMC PREMIER GROUP LTD

SUPPLIER ADDRESS: Head Office, 117-119a Stockport Road, Cheadle Heath,

Stockport, SK3 0JE

REGISTRATION NUMBER: 06541077

DUNS NUMBER: 21-113-3295

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 20/05/22

It's issued under the DPS Contract for the provision of Office Cleaning Services.

DPS FILTER CATEGORY(IES):

Not applicable

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) for RM6130 Building Cleaning Services
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6130 Building Cleaning Services
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Not Used Joint Schedule 6 (Key Subcontractors)
 - Not Used Joint Schedule 7 (Financial Difficulties)

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- Not Used Joint Schedule 8 (Guarantee)
- o Not Used Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Order Schedules for RM6130 Building Cleaning Services
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 4 (Order tender)
 - Not Used Order Schedule 5 (Pricing Details) as described in this order form
 - Not Used Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Not Used Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Not Used Order Schedule 11 (Installation Works)
 - Not Used Order Schedule 12 (Clustering)
 - Not Used Order Schedule 13 (Implementation Plan and Testing)
 - Not Used Order Schedule 14 (Service Levels) as described in this order form
 - Not Used Order Schedule 15 (Order Contract Management) as described in this order form
 - Not Used Order Schedule 16 (Benchmarking)
 - Not Used Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Not Used Order Schedule 19 (Scottish Law)
 - Not Used Order Schedule 20 (Order Specification) as described in this order form
 - Not Used Order Schedule 21 (Northern Ireland Law)
 - Not Used Order Schedule 22 (Lease Terms)
 - Not Used Order Schedule 23 (Secret Matters)
- 4. CCS Core Terms (DPS version) v1.0.1
 - Joint Schedule 5 (Corporate Social Responsibility) for RM6130 Building Cleaning Services
 - Not Used Order Schedule 4 (Order Tender)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

None

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ORDER START DATE: 1st June 2022

ORDER EXPIRY DATE: 31st May 2025

ORDER INITIAL PERIOD: 3 years with options to extend for 2 x 12 months

periods.

DELIVERABLES

Areas to be cleaned:

Common areas, meeting rooms, reception, ground floor breakout area, café, catering kitchen, brew areas, toilets, showers, first aid room, lifts, cellular offices and open plan areas.

Total floor space is 4306m² /46350ft².

The contract requires the daily cleaning to take place between 6pm-9pm Monday to Friday.

One working supervisor 6pm-9pm Monday to Friday.

Day cleaning to be in situ with shower and WC refresh and covid touchpoint cleans.

The contractor will ensure staff have the right to work in UK and that necessary background checks are undertaken by their organisation prior to staff commencing work. The contractor is responsible for undertaking these checks on the staff provided and costs associated with the checks shall be borne by the contractor.

Passport photos of each cleaner shall be submitted to NICE by the contractor for identification purposes. The Estates and Facilities Manager (or delegate) must be notified in writing of changes to cleaning staff. The written notification must contain:

- The name of the person leaving
- The name of their replacement
- The leaving date of the person leaving
- The start date of their replacement
- Details of staff cover provided for staff absence

The above information must be provided in writing to the Estates and Facilities Manager (or delegate) before the start date of the replacement member of staff. Failure to do so may result in the replacement not being allowed on site.

Cleaning times:

The main working hours of NICE staff are from 8am until 6pm, Monday to Friday. Daily cleaning must be scheduled **outside** of these hours other than the daily daytime cleaners. Noise must be kept to a minimum until 6pm, therefore vacuuming cannot

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commence until after this time. The office is accessible by NICE staff from 6am until 12am (midnight), 7 days a week.

Monitoring of the service:

The contractor's management team shall check that the cleaning staff are carrying out the tasks as requested and that points raised by NICE are resolved to NICE's satisfaction. An effective communication route is required between NICE and the contractor. These aspects shall be part of the performance measurement programme.

The contractor shall provide:

- Monthly contract manager cleaning audits with NICE premises representative
 RAG report for monthly NICE Cleaning Review meeting
- Quarterly Ops Manager Audit
- 6 Monthly Director ad-hoc unannounced site visit
- Ongoing data analysis

In the event of any hours being missed then NICE will be able to 'bank' hours instead of receiving a refund for any budgeted hours not worked or receive a credit against an invoice. We have similar arrangements on other contracts and are experienced in monitoring time and providing that information to our clients in a manner that it is easy to understand and to make informed decisions on. In the unlikely event that we do 'miss hours' then these will be reported to the client via MITC and the hours can be 'banked' (for use at another time) or value refunded

Security

All staff must have pass the Disclosure and Barring Service (DBS), this must include:

- staff that TUPE across to the contractor.
- Existing staff of the contract
- New Staff

Where staff have already passed the BS, new DBS checks are not required. DBS checks

The contractor shall undertake the DBS checks and be responsible for costs associated with this process. No costs will be passed to NICE.

Training

The contractor shall assess the training needs of staff including TUPE'd and new staff by means of a training needs analysis. The contractor will ensure that staff working on the NICE contract will have an annual appraisal and personal development plan which is regularly reviewed throughout the year. The following training shall be available to staff:

NVQ Level 2 or equivalent training

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- In-house training to include COSHH training
- Relevant update/refresher training
- First aid training
- Manual handling training

Transfer of Undertaking of Protection of Employment (TUPE)

The contractor shall ensure that it complies with TUPE legislation 2006 and subsequent amendments when transferring existing staff to their employment. No costs whatsoever associated with the TUPE activity for this contract shall be passed to NICE. The contractor shall bear costs associated with all TUPE activity.

Specification

Duties of out of hours cleaning staff for all areas

(Monday to Friday)

Daily

- Wipe clean tables and desks.
- Check chairs for debris and remove, reset chairs neatly.
- Spot vacuum carpeted areas.
- Sweep and mop hard floor surfaces.
- Spot clean stains to carpets.
- Flick dust photocopiers and other equipment.
- Take crockery, glasses or cutlery to the kitchen for washing.
- Remove finger marks from light switches, doors, door finger plates and door frames and internal glazing (not windows).
- Empty waste bins and remove to disposal point in loading bay 3.
- Empty recycling bins and remove to disposal point in loading bay 3 and dispose into correct container.
- Dispose of cardboard in recycling bin in loading bay 3.
- Clean walls and surfaces around bins.

Weekly

- Twice weekly, vacuum carpeted areas.
- Twice weekly, wipe clean surfaces in open plan area.
- Flick dust monitor screens.
- Wipe clean low-level sills, ledges, skirting's, wood panels, etc.
- Undertake high level clean to remove loose dust from sills, ledges, door frames and closures, etc.

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- Dust and damp wipe furniture bases, supports and chair legs.
- Polish mirrors, picture glass and frames, glass tables.
- Clean signs.
- Vacuum upholstered furniture (not desk chairs)

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Reception, landing & lifts

(Monday to Friday)

Daily

- Remove finger marks from:
 - entrance doors
 - o internal vision panels
 - o internal partition glazing
 - reception glazing
 - o glass tables
 - security gate consoles
 - o lift consoles
- Vacuum upholstered furniture.

Toilets, showers and first aid room

(Monday to Friday)

Daily

- Clean and disinfect toilets, showers and sink units.
- Replenish toilet paper, hand soap and paper towels.
- Clean and buff sinks, taps and shower heads ensuring no build-up of scale.
- Mop and dry tiled floor in toilet and shower blocks.
- Lift drain grids in showers and clean filters.

Weekly

- Polish mirrors and remove smears or marks.
- Clean and disinfect extractor fan units.

Café, catering kitchen and brew areas including ground floor Spoke Zone area

(Monday to Friday)

Daily

- Clean worktops and table surfaces using sanitising solution.
- Damp wipe catering trollies and ensure they are kept in the catering kitchen.
- Clean and buff sinks and taps ensuring no build-up of scale.
- Clean kitchen appliances including boilers and microwaves.
- Spot clean splash marks to walls and other surfaces.
- Clean and buff sinks, taps and shower heads ensuring no build-up of scale.

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- Mop and dry tiled floor in toilet and shower blocks.
- Empty hot beverage flasks, rinse and return to designated area.
- Load, set off and empty dishwashers. Replenish detergent and rinse aid and clean filters.
- Ensure crockery and cutlery are distributed equally between the kitchens and brew areas and items are placed in correct cupboards.
- Ensure catering equipment is returned to the catering kitchen.
- Replenish hand soap, paper towels and washing up liquid in each kitchen and brew area.

Weekly

- Fridays', clear fridges.
- Clean interior and exterior of fridges.
- Damp wipe drawer and cupboard fronts etc.
- Clean and disinfect kitchen bins.
- Strip and vacuum soft furnishings
- Damp wipe bicycle rack frames

Monthly

- Clean dishwashers internally and externally.
- Clean kitchen cupboards and dispose of out-of-date and undated food.

Daytime cleaning staff duties

Daily

- On arrival, collect milk from service tunnel and distribute via NICE trolley to café and brew areas. Complete milk delivery record sheet.
- Attend toilet blocks before 8.30am to clean, wipe down surfaces, mop, disinfect handles and empty bins.
- Attend toilet blocks every 2 hours to top up consumables and ensure cleanliness.
- Ensure dishwashers are emptied from previous day.
- Load, set off and empty dishwashers. Replenish detergent and rinse aid and clean filters.
- Ensure crockery and cutlery are distributed equally between the kitchens and brew areas and items are placed in correct cupboards.
- Clean and mop showers, between 10.30am and 12pm (noon).
- Maintain café, other brew areas and breakout areas particularly after breaks and lunch times, replenish consumable stock (coffee, tea, hand towels, soap, etc.), wipe down surfaces and tables. Ensure catering stock rotation to avoid out of date stock.
- Low catering stock levels to be reported to reception as soon as identified.
- Empty full waste bins and remove to disposal point in loading bay 3.
- Empty full recycling bins and remove to disposal point in loading bay 3 and dispose into correct container.

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- Provide a spot cleaning and vacuuming service when required.
- Assist with emptying meeting rooms of used crockery and cutlery as room bookings permit.

Weekly

Vacuum outer area to sliding door in ground floor Spoke Zone.

Supervisor duties

Daily

- Be a point of contact between NICE and the contractor.
- Monitor and update this cleaning checklist.
- Supervise cleaning staff and ensure cleaning is completed to a high standard.
- Complete final check of high profile areas (committee rooms, reception, catering kitchen, toilets) at the end of each shift.
- Record number of waste bags by category and report to contractor for monthly reporting to NICE.

Additional services required

Service	Frequency
Glass cleaning	Bi-annually
Undertake internal cleaning to windows on external office perimeter, glazing on cellular offices and meeting rooms including ground floor areas. The contractor will be responsible for providing its own equipment for this service.	
Carpet deep clean	Annually
Deep clean of carpeted areas.	
Shower deep clean	4 monthly
Deep clean of shower cubicles and communal lockers.	
Reception areas	Bi-annually
Dusting and ad-hoc removal of rubbish from the tops of reception meeting pods and high window ledges.	
Feminine hygiene units	3 weekly
Supply of 14 feminine hygiene units and collection of waste, contractor to manage collections.	

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Air freshener units	Monthly
Supply of 12 air freshener units and refills, contractor to manage refills.	
IT clean	Bi-annually
Clean of keyboards, mice, screens.	
Meeting room chairs deep clean	Annually
Deep clean of meeting room chairs (x200) within main meeting room suite.	

Consumables

The following consumables are to be supplied by the contractor:

- Large clear bin bags 200 per pack
- Toilet tissue Antibacterial soap 5 litre per bottle2 Ply z fold hand towels 3000 per pack
- Washing up liquid 5 litres per bottle
- Dishwasher rinse aid 5 litres per bottle
- Dishwasher Salt 2KG
- Dishwasher detergent 5 litres per bottle

Consumables to be supplied inclusive of service provided:

The contractor shall supply consumables necessary to carry out the tasks ensuring that a stock of replacements are onsite. A list of these shall be provided together with relevant Health and Safety data.

The contractor must maintain a minimum consumable stock level of at least 1 (one) week's supply.

Utility Storage

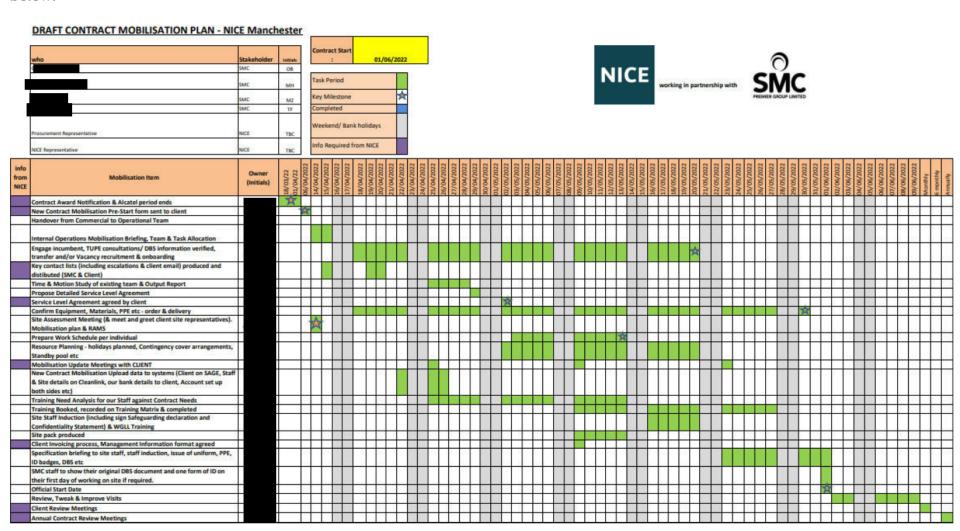
Utility cupboards adjacent to both toilet blocks and the Ribble meeting room are to be kept clean and tidy, ensuring that mops and cloths are stored appropriately and sinks and containers are left clean. Full COSHH details of chemicals used on site must be maintained and displayed within each cleaning utilities stockroom and regulations adhered to.

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Implementation

The Contractor and NICE shall agree the mobilisation plan with 14 days of contract signing, as draft mobilisation plan is shown below:



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MAXIMUM LIABILITY

The limitation of liability for this Order 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 excluding VAT and consumables

ORDER CHARGES

Normal Cleaning Services	Price ex VAT per month	Price ex VAT per Year
TUPE transfer completion estimated to take 2-3 months, the cleaning service (excluding additional services and consumables) covering 141hrs/wk total with a cleaner pay rate @ attendance allowance = in total to ensure staff retention, value behaviours, and optimal recruitment.		Year 1 only Estimated 3 x months*
Total annual cleaning service (excluding additional services and consumables) covering 106hrs/wk total with a cleaner pay rate @ attendance allowance = hr /hr in total to ensure staff retention, value behaviours, and optimal recruitment.		Year 1 Estimated 9 x months
		Total Year 1 =
		Each Year 2 and 3

^{*}TUPE transfer completion could take up-to 3 months to complete, the Supplier will only charge the rate at 141 hours per week for the number of weeks it take to complete the TUPE transfer. There after the 106 hrs per week will apply

Consumable item	Brand	Pack size	Price ex VAT
Large clear bin bags x 200	Hygenol	200/case	
Toilet tissue	Unbranded	36/case (320 sheets)	
Antibacterial soap - 5 litres	Opal	1x 5 litre	
2 Ply Z fold hand towels x 3000 per pack	Katrin (white)	4000/case	
Washing up liquid 5 litres	Coventry Chemicals	1x 5 litre	
Dishwasher rinse aid 5 litres	Hygenol	1 x 5 litre	
Dishwasher Salt 2KG	Hydrosoft	10kg pack	
Dishwasher detergent 5 litres	Hygenol	1x 5 litre	

Additional Services	Frequency	e per nt ex VAT	Annı Ex V	ual cost AT
7.1 Glass cleaning	Bi-annually*			
7.2 Carpet deep clean	Annually			
7.3 Shower deep clean	4 monthly			
7.4 Reception areas.	Bi-annually			

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7.5 14 off Feminine hygiene units	3 weekly **			
7.6 12 off Air freshener units	Monthly		-	
7.7 IT clean	Bi-annually			
7.8 Meeting room chairs deep clean	Annually			

includes all internal glass of external windows, staircase glass, internal room & pod glass and main reception (including barriers)

** assumes collection frequency is every 3 weeks not 3 times per week

Overall Service	Price ex VAT
Year 1 Total annual cleaning service (including additional services)	
Each Year 2 & 3 Total annual cleaning service (including additional services)	
Total 3 year cleaning service (including additional services)	£246,991.69

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REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD AND INVOICING DETAILS

Normal cleaning services shall be paid monthly in advance:

- the monthly charge of ** + vat shall apply for the first 2-3 months in year 1 until the transition to the proposal hours is completed. This does not include any additional services or consumables.
- the monthly charge of ** +vat shall apply thereafter not including any additional services or consumables

Consumables and additional services shall be paid monthly in arrears.

Where the actual monthly charge is less than the payment made in advance, the Supplier shall issue a credit note to the value of the difference to the Buyer to be credited against the next invoice due. On expiry or termination of the contract, and the actual monthly charge is less that the payment made in advance the Supplier will refund the Buyer the difference within 30days of the termination or expiry date.

The invoice must make reference to the Order Number

Electronic invoices:

To submit and monitor invoice progress, the supplier must register an account with NHS Shared Business Services using the link:

Or

Paper invoices:

NICE

Phoenix House

Topcliffe Lane

Wakefield

WF3 1WE

United Kingdom

All invoices must include:

- An invoice number;
- The contract number;

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- The billing address: NICE, _______, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE, United Kingdom;
- A claim for Value Added Tax (VAT) (if applicable) at the prevailing rate as applicable, the invoice must give the requisite details of the taxable supply.

Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the supplier for rectification and reissuance.

NICE reserves the unconditional right to withhold payment of the invoice until the services are successfully concluded to the satisfaction of NICE, and NICE receives a copy of any relevant work created as a result of the services in a form acceptable to NICE.

BUYER'S AUTHORISED REPRESENTATIVE

Assistant Facilities Manager

BUYER'S ENVIRONMENTAL POLICY

https://www.nice.org.uk/about/who-we-are/sustainability

BUYER'S SECURITY POLICY

Health and Safety Policy (Office security – page 11)

SUPPLIER'S AUTHORISED REPRESENTATIVE

Managing Director

117-119a, Stockport Road, Cheadle Heath, Stockport SK3 0JE

SUPPLIER'S CONTRACT MANAGER

Contract Manager

117-119a, Stockport Road, Cheadle Heath, Stockport SK3 0JE

PROGRESS REPORT FREQUENCY

Monthly contract manager meeting with audit and RAG report (first working day of month is fine)

PROGRESS MEETING FREQUENCY

Quarterly ops manager progress meeting

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KEY STAFF

Head of Operations

117-119a Stockport Rd, Cheadle Heath, Stockport, SK3 0JE

Contract Manager

117-119a, Stockport Road, Cheadle Heath, Stockport SK3 0JE

KEY SUBCONTRACTOR(S)

Millennium Hygiene Services Ltd – air fresheners & feminine hygiene

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

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For and on behalf of the Supplier:		For and on behalf of the Buyer (Contract Manager):		
Signature:		Signature:		
Name:		Name:		
Role:	Managing Director	Role:	Estates & Facilities Manager	
Date:	11/5/22	Date:	15 Jul 2022	
For and on behalf of the Buyer (Budget Holder):		For and o	n behalf of the Buyer et):	
Signature:		Signature:		
Name:		Name:		
Role:	CEO	Role:	Associate Director Procurement	
Date:	15 Jul 2022	Date:	15 Jul 2022	

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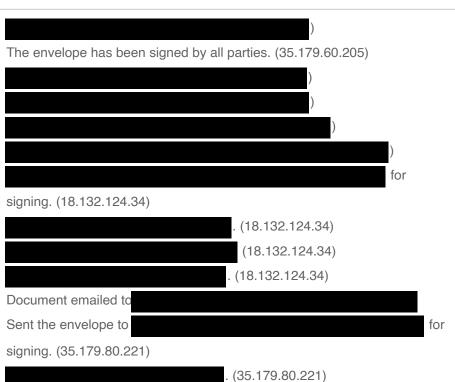
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