**Bid Pack Attachment 4 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: CCZI24A07

THE BUYER: Frimley Health NHS Foundation Trust

BUYER ADDRESS: Principal office is situated at Frimley Park Hospital, Portsmouth Road, Frimley, Surrey, GU16 7UJ

THE SUPPLIER: Grundon Waste Management

SUPPLIER ADDRESS:Thames House Oxford Road, Benson, Wallingford, Oxfordshire, OX10 6LX

REGISTRATION NUMBER:04245965

DUNS NUMBER: 222280096

SID4GOV ID:Not Known

APPLICABLE FRAMEWORK CONTRACT**:**

This Order Form is for the provision of the Call-Off Deliverables and dated 17th January 2025.

It’s issued under the Framework Contract with the reference number RM6331 for the provision of Total Waste Management.

 CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot (please select):

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-lot:**  | **Services:**  | **Tick as appropriate:**  | **Supplier Accreditations** |
| **Lot 1A** | **Linen Hire with Standard Wash Linen and Laundry Services** |  | **ISO9001 / EN14065****Cyber Essentials** |
| **Lot 1B** | **Specialist Laundry Services (Theatre Packs)** |  | **ISO9001 / EN14065****Cyber Essentials** |
| **Lot 1C** | **Standard Wash Linen and Laundry Services with Theatre Packs** |  | **ISO9001 / EN14065****Cyber Essentials** |
| **Lot 1D** | **Specialist Cleanroom Laundry Services** |  | **ISO9001 / EN14065****Cyber Essentials** |
| **Lot 2A** | **Cleaning Services and Pest Control** |  | **ISO9001****Cyber Essentials** |
| **Lot 2B** | **Ambulance Cleaning Services** |  | **ISO9001****Cyber Essentials** |
| **Lot 3A** | **Non-Hazardous Clinical Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3B** | **Hazardous Clinical Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3C** | **Hazardous and Non-Hazardous General Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3D** | **Recyclable General Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3E** | **Confidential Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3F** | **Feminine Hygiene Waste** |  | **ISO9001****Cyber Essentials** |
| **Lot 3G** | **Total Waste Management** | **X** | **ISO9001****Cyber Essentials** |
| **Lot 4A** | **Patient Catering** |  | **ISO9001****Cyber Essentials** |
| **Lot 4B** | **Retail Catering and Hospitality Services including 24-hour Catering Services** |  | **ISO9001****Cyber Essentials** |

**Lot 5 Bundled Soft FM - Work Packages**

|  |  |  |  |
| --- | --- | --- | --- |
| **Work Package(s)** | **Services:** | **Tick as appropriate:** | **Supplier Accreditations**  |
| **Lot 5** | **Soft FM Bundled Services** |  | **ISO9001****Cyber Essentials****SIA approved contractor scheme****ISO14001****ISO27001** |

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)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **RM6331**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ 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 13 (Mobilisation Plan and Testing)
	+ Call-Off Schedule 14 (Key Performance Indicators)
	+ Call-Off Schedule 25 (Billable Works and Projects)
	+ Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
	+ Call-Off Schedule 27 (Accessed Contracts)
	+ Call-Off Schedule 28 (TUPE Surcharge)
	+ Call-Off Schedule 29 (Redundancy Surcharge)
	+ Call-Off Schedule 33 (Corporate Resolution Planning)

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

None

CALL-OFF START DATE: the date the Contract Period commences: 1st February 2025

MOBILISATION PERIOD: Not Applicable

 CALL-OFF INITIAL PERIOD COMMENCES: Not Applicable

DATE CALL-OFF INITIAL PERIOD ENDS): 5 years from contract commencement date

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 1 period of 1 year from the call-off initial period end date.

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 1 period of 1 year from the end of optional extension period 1

TOTAL MAXIMUM CONTRACT PERIOD: A maximum of 7 years including both extension options

CALL-OFF DELIVERABLES

See details in Bid pack Attachment 3 - Specification part C waste management service

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 *Redacted Text Under FOIA Section 43, Commercial Interests*

DRAWN DOWN DELIVERABLES:

The location of the provision of certain Deliverables is not fixed on the Start Date however the Buyer is aware that the following parameters may apply to its requirements for these Deliverables:

* The Deliverables can be located in Attachment 3 Part C.

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period,

Any such adjustments shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

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:

* Variation agreed in writing and signed by both Parties in accordance with clause 24 (Changing the Contract)

TARGET COST

Not Applicable

PAYMENT METHOD

 The Buyer operates a No PO No Pay Policy. The Buyer requires all invoices submitted by The Supplier to contain a valid Trust issued PO number. Any works or services provided without a valid Trust issued PO number is done so at the risk of The Supplier. The Buyer shall verify and pay each valid and undisputed invoice received within thirty (30) days of receipt of such invoice.

BUYER’S INVOICE ADDRESS:

*Redacted Text Under FOIA Section 40, Personal Information*

INDEXATION

*Redacted Text Under FOIA Section 43, Commercial Interests*

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows: None – the Supplier shall always seek approval before commencing any Billable Works.

BUYER’S AUTHORISED REPRESENTATIVE**:**

*Redacted Text Under FOIA Section 40, Personal Information*

BUYER NOTICES

*Redacted Text Under FOIA Section 40, Personal Information*

BUYER’S ENVIRONMENTAL POLICY

Environment and Sustainability Policy, V1.0, March 2018, available on request

BUYER’S SECURITY POLICY

Policy on the Management of Security, v2.0, January 2024, available on request

SUPPLIER’S AUTHORISED REPRESENTATIVE

*Redacted Text Under FOIA Section 40, Personal Information*

SUPPLIER’S CONTRACT MANAGER

*Redacted Text Under FOIA Section 40, Personal Information*

PROGRESS REPORT FREQUENCY**:**

Within the first 10 working days of each calendar month

PROGRESS MEETING FREQUENCY

To be held quarterly.

KEY STAFF:

**Grundon Waste Management**

*Redacted Text Under FOIA Section 40, Personal Information*

**Frimley Health NHS Foundation Trust:**

*Redacted Text Under FOIA Section 40, Personal Information*

Thames House, Oxford Road, Benson, Wallingford, OX10 6LX

KEY SUBCONTRACTOR(S)

Not Applicable

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION**:**

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SERVICE PERIOD:

TheService Period for the purposes of *Call-Off* Schedule 14 (Key Performance Indicators) shall be one Month.

KPI CREDITS, AT RISK % AND EARN BACK%:

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

For the purposes of *Call-Off Schedule 14* (Key Performance Indicators):

(i) the At Risk % shall be: 6%

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 it’s the 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:** | **For and on behalf of the Buyer:** |
| Signature: | *Redacted Text Under FOIA Section 40, Personal Information* | Signature: | *Redacted Text Under FOIA Section 40, Personal Information* |
| Name: | *Redacted Text Under FOIA Section 40, Personal Information* | Name: | *Redacted Text Under FOIA Section 40, Personal Information* |
| Role: | *Redacted Text Under FOIA Section 40, Personal Information* | Role: | *Redacted Text Under FOIA Section 40, Personal Information* |
| Date: |  | Date: |  |

**APPENDIX 1 –**

**Request to Draw Down Deliverables**

**PARTIES**

1. **From [[insert name] (“Buyer”)**

**Name: [insert name]**

**Registered Address: [insert address]**

**Region:**

1. **To (“Supplier)**

**Name:**

**Registered Address:**

**Registered Number**:

**Date: [**Day/Month/Year]

This Request for [insert Deliverables required] form, when signed by both Parties, forms the agreement of the Supplier to support the Buyer in providing Services for [insert Contract name]

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 [insert Contract name]. 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:-

[insert locations]

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.

 [insert any other relevant details of drawn down deliverables]

Signed by:

Buyer

|  |  |
| --- | --- |
| Signed |   |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |

Supplier

|  |  |
| --- | --- |
| Signed |  |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |