

## Order Form and Call-Off Schedules

DIO

## Covid-19 Direct Award under Lot 1a of Facilities Management Marketplace RM3830

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**  
**Part A - Order Form**

**Contract Number:** 701553549

**From the ("Buyer "):** DIO  
**Buyer Address:** REDACTED

**To the ("SUPPLIER"):**  
**Name:** BAM FM Ltd

**Registered Address:** Kelvin House, Buchanan Gate Business Park, Stepps, Glasgow, G33 6FB

**Registered Number:** SC190053

**DUNS Number:** 23-650-0950

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM3830 and dated 10 July 2018 for the provision of facilities management services at Catterick and Tidworth H4H Recovery centres.

**CALL-OFF LOT**

This Call-Off Contract is in relation to the following Lot:

| <b>Lot</b> | <b>Supplier accreditations required for the Lot</b> |
|------------|---|
| 1a         | ISO 9001  |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules (*each taking equal precedence*):
  - 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 Distress)
  - Joint Schedule 10 (Rectification Plan)
  - Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 3 (Continuous Improvement)  
Call-Off Schedule 4A (Billable Works and Projects)  
Call-Off Schedule 5 (Call-Off Pricing)  
Call-Off Schedule 7 (Key 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 (Processing Data)  
Call-Off Schedule 2 (Staff Transfer)  
Call-Off Schedule 14 (KPIs)  
Call-Off Schedule 15 (Contract Management)  
Call-Off Schedule 17 (MOD Terms)  
Call-Off Schedule 18 (Concession Agreement)  
Call-Off Schedule 23 (Redundancy Surcharge)

6. The CCS Core Terms (v3.0.2)

7. Joint Schedule 5 (Corporate Social Responsibility).

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**CALL-OFF SPECIAL TERMS:**

The following Special Term shall be incorporated into this Call-Off Contract: N/A

**TUPE OPTION:**

No TUPE applicable at contract outset – Parts C,D & E of Call off Schedule 2 on exit are applicable

**KEY DATES:**

EFFECTIVE DATE & DATE THE CONTRACT PERIOD / TERM COMMENCES: 12<sup>th</sup> April 2021

MOBILISATION PERIOD: 3 months

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 12<sup>th</sup> April 2021 (Phoenix House) 26<sup>th</sup> April 2021 (Tedworth House)

START DATE 1<sup>st</sup> May 2021

DATE CALL-OFF INITIAL PERIOD ENDS: 12<sup>th</sup> April 2022

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD 1: N/A

CALL-OFF OPTIONAL EXTENSION PERIOD 2: N/A

**CALL-OFF DELIVERABLES:**

The Deliverables per building, building locations, and Deliverables volume requirements will be detailed within the Specification & Annexes at Appendix 1 **REDACTED**

**CALL-OFF CHARGES:**

Please see Call-Off Charges at Appendix 2.

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

(i) indexation;

(ii) Specific Change in Law;

#### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

#### **ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be as detailed within the Pricing Matrix.

#### **INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index.

Indexation shall only apply from 12<sup>th</sup> April 2022 for Catterick and 26<sup>th</sup> April 2022 for Tidworth and shall be applied on every yearly anniversary of the Start Date.

Indexation shall be applied to the Baseline Monthly Payment.

#### **PASS THROUGH COSTS**

Not Applicable

#### **MORE FAVOURABLE COMMERCIAL TERMS**

Not Applicable

#### **VARIATION THRESHOLD**

Not Applicable

#### **BILLABLE WORKS**

The estimated total value range for Billable Works shall be as set out below:

| <b>Tier</b>               | <b>Estimated total value range</b> |
|---------------------------|------------------------------------|
| Tier One Billable Works   | £0 - £5000                         |
| Tier Two Billable Works   | £5001 - £10,000                    |
| Tier Three Billable Works | £10,001 - £25,000                  |
| Tier Four Billable Works  | Above £25,000                      |

The value of Billable Works not requiring approval is **REDACTED**

Business Critical Events are to be determined during the Mobilisation period.

#### **METHOD OF PAYMENT**

**BACS Payment**

#### **BUYER INVOICING ADDRESS:**

**REDACTED**

**BUYER AUTHORISED REPRESENTATIVE:**

REDACTED

**BUYER NOTICES:**

REDACTED

**BUYER SECURITY POLICY:**

Document Title: Government Security Policy Framework

Date: May 2018

Available at: <https://www.gov.uk/government/publications/security-policy-framework>

**PROGRESS REPORT FREQUENCY:**

Within 14 working days of the first working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

Quarterly on the first Working Day of each quarter

**KEY ROLES/STAFF:**

To be provided by Supplier during the Mobilisation period.

**KEY SUBCONTRACTORS:**

To be provided by Supplier during the Mobilisation period.

**COMMERCIALLY SENSITIVE INFORMATION:**

Detailed in Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE PERIOD:**

1 month

**RISK REGISTER:**

Supplier has submitted detailed risk register which details risk transfer to buyer.

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) Facilities Management) is to be determined during the Mobilisation period. **Insert percentage 53%**

**RELEVANT CONVICTIONS:**

Not Applicable

**SOCIAL VALUE COMMITMENT**

Not Applicable

| For and on behalf of the Supplier: |          | For and on behalf of the Buyer: |          |
|------------------------------------|----------|---------------------------------|----------|
| Signature:                         | REDACTED | Signature:                      | REDACTED |
| Name:                              | REDACTED | Name:                           | REDACTED |
| Role:                              | REDACTED | Role:                           | REDACTED |
| Date:                              | REDACTED | Date:                           | REDACTED |

**Signed Underhand.**

## **Part B – Contract Schedules & Appendices**

REDACTED