

CROWN COMMERCIAL SERVICE
AND
SUPPLIER
WORKPLACE SERVICES CONTRACT
(FM MARKETPLACE PHASE 2)
REF: RM6089

FRAMEWORK SCHEDULE 6:
ORDER FORM AND CALL-OFF SCHEDULES
Part A - Order Form

Contract Title: Hard Facilities Management

Region: South West

Contract Number: 700955372.3

From the ("Buyer "): Secretary of State for Defence, Delancey Building, Marlborough Lines, Monxton Road, Andover, SP11 8HJ

Email: [Redacted – Personal Information]

To the ("SUPPLIER")

Name: VIVO Defence Services Ltd

Registered Address:

SHARED SERVICES CENTRE Q3 OFFICE
QUORUM BUSINESS PARK
NEWCASTLE UPON TYNE NE12 8EX

Registered Number: 11952167

DUNS Number: 225011937

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM 6089 and dated 25 Feb 2019 for the provision of Facilities Management Workplace Services.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to Lot 3

Lot	Tick as appropriate	Supplier accreditations required for the Lot
3	✓	ISO 9001 (Quality) ISO 44001 (Collaboration) OHSAS(18001) Cyber Essentials Plus

CALL-OFF INCORPORATED TERMS

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

1. This Order Form and the Core Terms including the Call-Off Special Terms and Call-Off Special Schedules save if and to the extent that a provision of any of the schedules expressly states that it shall take precedence.

2. The following Schedules:

Joint Schedule 1 (Definitions)
Joint Schedule 11 (Processing Data)
Call-Off Schedule 9 (Security)
Call-Off Schedule 17 (MoD Terms)
Call-Off Schedule 28 (Call Off Specification)
Call Off Schedule 4 (Facilities Management)
Call Off Schedule 6B (TUPE Contract Price Adjustment)
Call-Off Schedule 2 (Staff Transfer)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 13 (Mobilisation Plan and Testing)
Call-Off Schedule 14 (Performance Management)
Call-Off Schedule 4A (Billable Works and Projects)
Call-Off Schedule 16 (Benchmarking)
Call-Off Schedule 5 (Call-Off Pricing)
Call-Off Schedule 12 (ICT Services Terms)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 3 (Continuous Improvement)
Call Off Schedule 11c (Insurance Requirements)
Call-Off Schedule 1 (Transparency Reports)
Joint Schedule 12 (Supply Chain Visibility)
Joint Schedule 7 (Financial Distress)
Call-Off Schedule 7 (Key Staff)
Joint Schedule 6 (Key Subcontractors)
Joint Schedule 9 (Minimum Standards of Reliability)
Joint Schedule 8 (Guarantee)
Call-Off Schedule 19 (Collateral Warranty Agreements)
Call-Off Schedule 15 (Contract Management)
Call Off Schedule 24 (Collaboration)
Call-Off Schedule 30 (Health and Safety)
Call-Off Schedule 31 (Contractor Premises)
Call-Off Schedule 32 (Risk Management)
Joint Schedule 10 (Rectification Plan)
Joint Schedule 2 (Variation Form)
Joint Schedule 4 (Commercially Sensitive Information)
Joint Schedule 5 (Corporate Social Responsibility).
Call-Off Schedule 22 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.
Call-Off Schedule 29 (Rates and Prices)

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.

SCHEDULES NOT USED IN THIS CONTRACT:

The following schedules have not been incorporated into this Call-Off Contract:

Call-Off Schedule 18 (Concession Agreement)
Call-Off Schedule 20 (Clustering)
Call-Off Schedule 21 (Performance Bond)
Call-Off Schedule 23 (Redundancy Surcharge)
Call-Off Schedule 25 (Relevant Conviction)
Call-Off Schedule 26 (Scottish Law)
Call-Off Schedule 27 (Northern Ireland Law)

CALL-OFF SPECIAL TERMS:

No Special Terms shall be incorporated into this Call-Off Contract:

CALL-OFF EFFECTIVE DATE: 14 June 2021

MOBILISATION PERIOD START DATE: 1 August 2021

IN SERVICE DATE: 1 February 2022

CALL-OFF EXPIRY DATE: 31 January 2029

CALL-OFF INITIAL PERIOD: 7 Years, subject to a review at the end of Year 3 to confirm that:

- As defined in Call-Off Schedule 14 (Performance Management), there has been an acceptable level of performance over the previous 12 months according to the Balanced Score Card;
- As defined in Call-Off Schedule 24 (Collaboration), the Contract is ISO44001 certified and the Joint Relationship Management Plan is being achieved;
- Commitments made in Call-Off Schedule 22 (Call-Off Tender) are being met;
- There are no Defaults or Disputes that the Buyer considers to be material.

CALL OFF EXTENSION PERIOD: Three further annual extensions may be available, and may be agreed by the Buyer at any stage, subject to:

- As defined in Call-Off Schedule 14 (Performance Management), there has been an acceptable level of performance according to the Balanced Score Card;
- As defined in Call-Off Schedule 24 (Collaboration), the Contract is ISO44001 certified and the Joint Relationship Management Plan is being achieved;
- As defined in Call-Off Schedule 10 (Exit), the Exit Plan is up to date and agreed.
- There are no Defaults or Disputes that the Buyer considers to be material.

It is the Buyer's intent to agree any such extensions in good time, to take account of the timelines in the agreed Exit Plan so that nugatory effort can be avoided, and to allow the Supplier the time to prepare for the proper continuation of the Services.

CALL-OFF DELIVERABLES:

The Services and Deliverables that shall be provided under this Call-Off Contract are as described in Call-Off Schedule 28 (Call-Off Specification) and as priced in Call-Off Schedule 29 (Rates and Prices).

The Supplier acknowledges that the volume of Core Deliverables may be subject to adjustment during the Contract Period as a result of optimisation of the defence estate and other changes. Adjustments may 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.

DRAWN DOWN DELIVERABLES:

To meet the specific and differing needs of the Buyer, Non-Core services can be called off for any asset type on an 'as-required', annual basis, following the process set out in Call-Off Schedule 28 (Call-Off Specification). This may range from a one-year requirement to a service required for the full duration of the contract.

These Non-Core services are defined in Schedule 28 (Call-Off Specification) and are priced according to Call-Off Schedule 29 (Rates and Prices).

The Supplier acknowledges that the volume of Non-Core and Billable Works Deliverables may be subject to adjustment during the Contract Period. Adjustments may 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:

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing) on the basis of Fixed Prices and shall be calculated by reference to Call-Off Schedule 29 (Rates and Prices).

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 as described in Call-Off Schedule 5 (Pricing);
- ii. Specific Change in Law;
- iii. Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);
- iv. The Variation Procedure.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

ESTIMATED YEAR ONE CONTRACT CHARGES

The Estimated Year One Contract Charges shall be [Redacted – Commercially Sensitive]

ADDITIONAL INSURANCES

Details of insurance requirements are within Call-Off Schedule 11c (Insurance).

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be CPI and it shall be applied as defined in Call-Off Schedule 5 (Pricing).

PASS THROUGH COSTS

The Buyer reserves the right to engage specialist suppliers whose costs are to be treated on a pass through basis in this Contract. Such suppliers are listed within the regional variations set out in Call-Off Schedule 28 (Specification). For the South West Region, Dstl has listed its specialist suppliers at Part 6 Annex E.

Any pass through costs will be managed as defined in Call-Off Schedule 5 (Pricing).

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Threshold is defined in Call-Off Schedule 5 (Pricing).

BILLABLE WORKS

Billable Works are defined in Schedule 4a (Billable Works).

METHOD OF PAYMENT

Payments will be made electronically via the Contracting, Purchasing and Finance (CP&F) procurement tool.

The Supplier will be required to register their details (Supplier on-boarding) on the CP&F electronic procurement tool.

The Supplier is to note that use of the CP&F electronic procurement tool is a mandatory requirement for this contract.

BUYER INVOICING ADDRESS:

Name: Defence Business Services (DBS) Finance
Email: N/A invoices are to be raised electronically in Exostar
Address: N/A as above
Telephone: [Redacted – Personal Information]

BUYER AUTHORISED REPRESENTATIVE:

Name: [Redacted – Personal Information]
Position: DIO Regional Head, South West
Email: [Redacted – Personal Information]
Address: DIO Regional Delivery, Delancey Building, Monxton Road, Andover, Hampshire, SP11 8HJ
Telephone: [Redacted – Personal Information]

BUYER NOTICES

Name: [To be agreed with the Supplier during mobilisation.]
Position:
Email:
Address:

BUYER SECURITY POLICY:

Security requirements are set out in Call-Off Schedule 9 (Security)

PROGRESS REPORT FREQUENCY:

The Contractor shall provide the corporate management information reports, Contract performance reports and local performance reports as stated in Call-Off Schedule 15 (Contract Management).

PROGRESS MEETING FREQUENCY:

The Contractor shall attend governance meetings as stated in Call-Off Schedule 15 (Contract Management).

KEY ROLES:

- Authorising Engineers (AE)
- Authorised Persons (AP)
- BIM Information manager
- Building Custodian
- Call-Off Guarantor Compliance Officer
- Contractor's Security Manager
- Contract Quality Manager
- Contract SHEF Manager
- Data Protection Officer
- Exit Manager
- Principal Contractor
- Principal Designer
- Supplier Contract Manager
- Supplier Managing Director

KEY SUBCONTRACTORS:

[Details to be confirmed by the Supplier and entered during mobilisation]

COMMERCIALLY SENSITIVE INFORMATION:

As defined in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Performance Management) shall be one Quarter.

PERFORMANCE CREDITS AND PROFIT:

Credits shall accrue in accordance with Call-Off Schedule 14 (Performance Management).
For the purposes of Call-Off Schedule 14 (Performance Management):

- (i) the Variable Profit % shall be: [Redacted – Commercially Sensitive]
- (ii) the Fixed Profit % shall be: [Redacted – Commercially Sensitive]

RISK REGISTER:

For the purposes of this Call-Off Contract the Authority's Risks are:

Claims, proceedings, compensation and costs payable which are due to: negligence, breach of statutory duty or interference with any legal right by the Buyer or by any person employed by or contracted to him except the Supplier; or a fault of the Buyer.
Loss of or damage to the Affected Property, Plant and Materials due to: • War, civil war, rebellion, revolution, insurrection, military or usurped power; • Strikes, riots and civil commotion not confined to the Buyer's Personnel; • Radioactive contamination; • Pressure waves caused by the speed of aircraft or other aerial devices; • Ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
Specific changes in Law (General changes in Law being a Supplier risk).
Loss of or wear or damage to any Equipment, Plant and Materials retained by the Buyer after a termination, except loss, wear or damage due to the activities of the Supplier after the termination.
Any asbestos and/or hazardous materials that the Buyer does not disclose prior to the start date of any works commencing. Noting that, if the Buyer has instructed the Supplier to undertake surveys that should discover such asbestos/hazardous material and the Supplier has failed to do this (or failed to undertake this professionally and correctly) then the risk sits with the Supplier.

SMALL AND MEDIUM SIZED ENTERPRISES

The minimum work share of total contract value due to small and medium enterprises under this Contract is 25%.

COLLATERAL WARRANTIES

The Supplier enters into collateral warranty agreements in favour of the Buyer.

The Supplier procures collateral warranties from the Subcontractors identified below:

[to be confirmed during mobilisation and updated as required for any Subcontractors]

PERFORMANCE BOND

Not applicable.

CALL-OFF GUARANTEE

The Supplier's performance shall be guaranteed by the Call-Off Guarantor under a guarantee which is in place under the Framework Contract, which has been provided in relation to all call offs entered under the Framework Contract.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the social value commitments as were provided for in Call Off Schedule 22 (Call Off Tender).

SIGNATURE AS A DEED

Executed and delivered as a deed
by the Buyer by [Redacted –
Personal Information] in the
presence of a witness:

[Redacted – Personal
Information]..... (Name)

..... (Occupation)

..... (Address)

.....

Affix seal of the Buyer if one is
available:

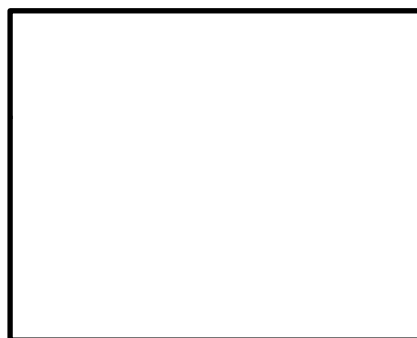
Date:

[Redacted – Personal
Information].....

Role: [Redacted – Personal
Information]

[Redacted – Personal
Information].....

[signature of witness]



Executed and delivered as a deed
by Supplier acting by

[Redacted – Personal
Information]

Date:

[Redacted – Personal
Information].....

Role: [Redacted – Personal
Information]

in the presence of a
witness:

[Redacted – Personal
Information]..... (Name)

..... (Occupation)

..... (Address)

.....

[Redacted – Personal
Information].....

[signature of witness]

Part B

Call-Off Schedules

Call-Off Schedule	Contract Award Version
Joint Schedule 1 Combined Definitions	V1.0
Joint Schedule 2 Variation Form	V1.0
Joint Schedule 4 Commercially Sensitive Information	V1.0
Joint Schedule 5 Corporate Social Responsibility	V1.0
Joint Schedule 6 Subcontracting and Key Subcontractors	V1.0
Joint Schedule 7 Financial Distress	V1.0
Joint Schedule 8 Guarantee	V1.0
Joint Schedule 9 Minimum Standards of Responsibility	V1.0
Joint Schedule 10 Rectification Plan	V1.0
Joint Schedule 11 Processing Data	V1.0
Joint Schedule 12 Supply Chain	V1.0
Call-Off Schedule 1 – Transparency Reports	V1.0
Call-Off Schedule 2 – Staff Transfer	V1.0
Call-Off Schedule 3 – Continuous Improvement	V1.0
Call-Off Schedule 4 – Facilities Management	V1.0
Call-Off Schedule 4a – Billable Works	V1.0
Call-Off Schedule 5 – Pricing	V1.0
Call-Off Schedule 6B – TUPE	V1.0
Call-Off Schedule 7 – Key Staff	V1.0
Call-Off Schedule 8 – Business Continuity and Disaster Recovery	V1.0
Call-Off Schedule 9 – Security	V1.0
Call-Off Schedule 10 – Exit Management	V1.0
Call-Off Schedule 11c - Insurance	V1.0
Call-Off Schedule 12 – ICT	V1.0
Call-Off Schedule 13 – Mobilisation	V1.0
Call-Off Schedule 14 – Performance Management	V1.0
Call-Off Schedule 15 – Contract Management	V1.0
Call-Off Schedule 16 – Benchmarking	V1.0
Call-Off Schedule 17 – MOD Terms	V1.0
Call-Off Schedule 19 – Collateral Warranty	V1.0
Call-Off Schedule 22 – Call-Off Tender	V1.0
Call-Off Schedule 24 – Collaboration	V1.0
Call-Off Schedule 28 – Statement of Requirement	V1.0
Call-Off Schedule 29 – Pricing Instructions	V1.0
Call-Off Schedule 30 – Health and Safety	V1.0
Call-Off Schedule 31 – Contractor Premises	V1.0
Call-Off Schedule 32 – Risk Management	V1.0