**DPS Order Form**

**Order Form**

ORDER REFERENCE: CCIT23A31

THE BUYER: Government Property Agency

BUYER ADDRESS 10 Victoria Street, London, SW1H 0NN

THE SUPPLIER: Equans Services Limited

SUPPLIER ADDRESS:1st Floor, Neon, Q10 Quorum Business Park, Benton Lane, Newcastle-upon-Tyne, NE12 8BU

REGISTRATION NUMBER:00598379

DUNS NUMBER: 22-507-2453

DPS SUPPLIER REGISTRATION SERVICE ID:SQ-RKVQ65B

**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and is dated 29/02/2024

It is issued under the DPS Contract with the reference number **RM6264** for the provision of Facilities Management & Workplace Services.

**DPS FILTER CATEGORY(IES):**

* Service Type: Mechanical and Electrical Engineering Maintenance, Reactive maintenance services, Specialist maintenance Services, Standby power system maintenance, Smart FM Solutions and CAFM - TFM & Hard FM Requirements, Other
* Location Westminster, London
* Annual Contract Value £1,500,000+

**ORDER INCORPORATED TERMS**

The following documents attached 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)
3. The Core Terms which have been refined to include Order Special Terms
4. The following Order Schedules which include Order Special Schedules in equal order of precedence:

* Joint Schedules for RM6264
  + Joint Schedule 1 (Definitions and Interpretation)
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 5 (Corporate Social Responsibility)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 8 (Guarantee)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)

* Order Schedules for RM6264

* + Order Schedule 1 (Transparency Reports)
  + Order Schedule 2 (Staff Transfer)
  + Order Schedule 3 (Continuous Improvement)
  + Order Schedule 4 (Order Tender)
  + Order Schedule 5 (Pricing Details)
  + Order Schedule 6 (ICT Services)
  + Order Schedule 7 (Key Supplier Staff)
  + Order Schedule 8 (Business Continuity and Disaster Recovery)
  + Order Schedule 9 (Security)
  + Order Schedule 10 (Exit Management)
  + Order Schedule 11 (Installation Works)
  + Order Schedule 13 (Mobilisation Plan and Testing)
  + Order Schedule 14 (Service Levels)
  + Order Schedule 15 (Order Contract Management)
  + Order Schedule 16 (Benchmarking)
  + Order Schedule 18 (Background Checks)
  + Order Schedule 20 (Order Specification)
  + Order Schedule 25 (Billable Works and Projects)
  + Order Schedule 26 (Buyer Remedies for Default and Step in Rights)
  + Order Schedule 28 (Environmental Policy Statement)

1. CCS Core Terms (DPS version) v1.0.03 amended to incorporate Order Special Terms
2. Joint Schedule 5 (Corporate Social Responsibility) RM6264
3. Order Schedule 4 (Order Tender) but only to the extent that any parts of the Order Tender offer a better commercial position for the Buyer (as decided by the Buyer).

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 AND ORDER SPECIAL SCHEDULES**

The DPS Core Terms and Schedules appended to this Order Form have been refined from the DPS templates to include the Buyer's Order Special Terms and Order Special Schedules. These versions of the Core Terms and Schedules shall apply to this Order Contract and are incorporated into this Order Contract.

**EFFECTIVE DATE**: date of last signature as set out at the top of this Order Form

**DATE THE CONTRACT PERIOD COMMENCES:** the Effective Date

**MOBILISATION PERIOD**: Effective Date to 1 March 2024

**ORDER START DATE / DATE THE ORDER CONTRACT INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:** 1 March 2024

**DATE ORDER CONTRACT INITIAL PERIOD ENDS**: 28 February 2027

**ORDER CONTRACT OPTIONAL EXTENSION PERIOD 1** (start and end dates): start date of 1 March 2027 and end date of the date of expiry of the total maximum Contract Period. The Order Optional Extension Period shall be for any period or periods of 1 year provided that where the Buyer is extending the Contract in circumstances where there is less than 1 year remaining in the total maximum Contract Period the relevant extension period shall be such remaining period

**TOTAL MAXIMUM CONTRACT PERIOD** 5 year period starting from Effective Date

**ORDER CONTRACT DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

**MAXIMUM LIABILITY**

The limitation of liability for this Order Contract are stated in Clause 11.2 and Clause 11.6 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,492,536.07 (excluding mobilisation costs).**

**ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

None

**TARGET COST**

Not Applicable

**PAYMENT METHOD**

BACs

**BUYER’S INVOICE ADDRESS:**

Electronic Payments: REDACTED TEXT under FOIA Section 40, Personal Information.

**INDEXATION**

The Core Charges and Billable Works Charges shall be subject to Indexation.

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

Indexation shall only apply from 1st March 2025 and shall be applied on every yearly anniversary of 1st March thereafter.

**PASS THROUGH COSTS**

Not Applicable

**MORE FAVOURABLE COMMERCIAL TERMS**

For this DPS these will only apply to Pass Through Costs

**INCLUSIVE REPAIR THRESHOLD**

The Inclusive Repair Thresholds shall be: £12,000 (excluding VAT)

**BILLABLE WORKS**

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

|  |  |
| --- | --- |
| **Tier** | **Estimated total value range** |
| Tier One Billable Works | £0-£12,000 |
| Tier Two Billable Works | £12,001-£50,000 |
| Tier Three Billable Works | £50,001-£100,000,000 |
|  |  |

The annual fuel requirement and potential emergency fuel supply will be managed via the Billable Works mechanism in Order Schedule 25 (Billable Works and Projects).

**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: £12,000

**BUSINESS CRITICAL EVENTS**

Business Critical Events are as follows:

* Gas leak
* Flood
* Loss of power
* Any event that has potential to endanger life

**WARRANTY**

As per 3.1.2 of the Core Terms (90 Days)

**CYBER ESSENTIALS**

Plus

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER’S ENVIRONMENTAL POLICY**

Environmental Policy Statement 21st February 2023 appended at Order Schedule 28

**BUYER’S SECURITY POLICY**

Appended at Order Schedule 9 (Security)

**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**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

During the Mobilisation Period Progress Meetings will be weekly until the Parties agree to reduce the Progress Meetings to bi-weekly.

Once the Services commence Progress Meetings will be quarterly on the first Working Day of each quarter.

**KEY ROLES AND KEY STAFF**

|  |  |
| --- | --- |
| **KEY ROLE** | **KEY STAFF** |
| Service Contract Manager | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Service Ducts Operations Manager | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Service Ducts FM Manager | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Technical Services Manager | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Maintenance Manager | To be agreed with Supplier in accordance with Order Schedule 7 (Key Supplier Staff)  Equans Services Limited, Neon, Q10, Quorum Business Park, Newcastle upon Tyne, NE12 8EU |
| 6 Technicians | REDACTED TEXT under FOIA Section 40, Personal Information. |

**KEY SUBCONTRACTOR(S)**

GE Energy (UK) Limited

**E-AUCTIONS**

n/a

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier’s Order Tender and Pricing Matrix

**SERVICE CREDITS**

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: 8% of the total Core Charges and Billable Works Charges paid or payable in consideration of the Services delivered in the relevant Contract Year.

The Service Period is: **one Month**

A Critical Service Level Failure is:

* ***Failure to provide heat due to asset failure; lack of service provision for a prolonged duration (more than 72 hours).***
* ***Failure to provide standby power; lack of service provision for more than 72 hours.***
* ***Failure to provide access to SD; lack of service provision for more than 72 hours.***

**ADDITIONAL INSURANCES**

Loss or damage caused by the Supplier to the Buyer's property as set out in the Annex to Joint Schedule 3 (Insurance Requirements)

**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)

**QUALITY PLANS**

The Supplier shall develop the Quality Plans within 30 days of the Effective Date in accordance with Paragraph 6.1 (Standards and Quality Requirements) ofOrder Schedule 6 (ICT Services).

**MAINTENANCE SCHEDULE**

This is required by the Buyer as set out in Paragraph 8.1 (Maintenance of the ICT Environment) of Order Schedule 6 (ICT Services)

|  |  |  |  |
| --- | --- | --- | --- |
| **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: |  | Name: |  |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information. | Role: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date: | 29/02/2024 | Date: | 29/02/2024 |