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Attachment 4 – Order Form and Call Off Schedules

Ministry of Defence-Defence Digital

Further Competition under Lot 1a of Facilities Management Marketplace RM3830

**Order FORM Template AND CALL-OFF SCHEDULES**

**[Part A - Order Form Template]**

**Contract Number:** **CCZ120A24**

**From (“Buyer”): Ministry of Defence - Defence Digital**

[REDACTED]

**To the ("SUPPLIER"): Rolfe Contracting Limited**

[REDACTED]

**Registered Number: 03370704**

**DUNS Number:** 520036930

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 RM 3830 and dated 18th December 2020 for the provision of facilities management services.

**CALL-OFF LOT(S):**

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

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1a | **X** | ISO 9001, |
| 1b |  | ISO 9001, ISO 14001 |
| 1c |  | ISO 9001, ISO 14001, ISO 27001, |

**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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules:

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 8 (Guarantee)

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 14 (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 17 (MoD Terms)

1. The CCS Core Terms (v3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility).
3. 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.

Schedules **NOT** included:

Call-Off Schedule 2: (Staff Transfer on Exit)

Call-Off Schedule 6 (TUPE Surcharge)

Call-Off Schedule 12 (ICT Services Terms)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 21 (Performance Bond)

Call Off Schedule 23 (Redundancy Surcharge)

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:**

Not Applicable

**CALL-OFF START DATE: 22nd February 2021**

**CALL-OFF EXPIRY DATE:**  **21st February 2022**

**CALL-OFF INITIAL PERIOD: 12 months with an option to extend for a further six months**

**CALL-OFF DELIVERABLES:**

The following Deliverables shall be provided under this Call-Off Contract:

Attachment 3 – Specification (and all associated annexes and clarifications released during the

tender period)

Attachment 3 – Annex A - Deliverables Matrix

Attachment 3 – Annex B - Standards and Processes

Attachment 3 – Annex C - Key Performance Indicators

Attachment 3 – Annex D – Payment Mechanism

Attachment 3 – Annex E – Statement of Requirements



**DRAWN DOWN DELIVERABLES:**

Not Applicable

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and shall be calculated by reference to the fixed price pricing matrix set out below:



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) Specific Change in Law

**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 £165,454.38

**INDEXATION**

Not Applicable

**PASS THROUGH COSTS**

Not Applicable

**VARIATION THRESHOLD**

Not Applicable

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLDS**

Not Applicable

**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 | [£1001 - £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: £0.00

**METHOD OF PAYMENT**

[REDACTED]

**BUYER INVOICING ADDRESS:**

[REDACTED]

**BUYER AUTHORISED REPRESENTATIVE:**

[REDACTED]

**BUYER NOTICES**

[REDACTED]

**BUYER SECURITY POLICY:**

[REDACTED]

**PROGRESS REPORT FREQUENCY:**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

Quarterly on the first Working Day of each quarter

**KEY ROLES/STAFF:**

[REDACTED]

**KEY SUBCONTRACTORS:**



**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

[REDACTED]

**SERVICE PERIOD:**

The Service 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 shall accrue in accordance with *Call-Off* Schedule 14 (Key Performance Indicators).

[REDACTED]

**RISK REGISTER:**

Not Applicable

**RELEVANT CONVICTIONS:**

Not Applicable

**CONCESSION:**

Not Applicable

**COLLATERAL WARRANTIES:**

Not Applicable

**PERFORMANCE BOND**

Not Applicable

**CALL-OFF GUARANTEE**

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: | 18.02.21 | Date: | 22/02/21 |

**Part B**

**Call-Off Schedules**

