**CROWN COMMERCIAL SERVICE**

**and**

**SUPPLIER**

**TRAINING ESTATE SERVICES CONTRACT**

**REF: RM6155**

**FRAMEWORK Schedule 6:**

**Order FORM AND CALL-OFF SCHEDULES**

**Part A – Order Form**

**Contract Title:** UK Training Estate Support Contract (UK TESC)

**Contract Number:** 701529374

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

**To the ("SUPPLIER"):**

**Name:** Landmarc Support Services Limited

**Registered Address:** Level 12, The Shard,

32 London Bridge Street,

London,

England,

SE1 9SG

**Registered Number:** 04396241

**DUNS Number:** 42-408-5798

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM6155and dated 01 April 2020 for the provision of facilities management services as more particularly set out in Call-Off Schedule 28 (Specification).

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

This is a Contract called off from RM6155.

|  |
| --- |
| **The Supplier shall obtain and maintain throughout the Contract Period, and ensure that the Contract is certified as complying with (if applicable), the following accreditations:** |
| ISO 9001 (Quality)  ISO 26000 (Social Responsibility) ISO 44001 (Collaboration)  OHSAS (18001) ‘Cyber Essentials Plus’ through the ‘National Cyber Security Centre’ government information assurance scheme. |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. In the event of a conflict between the documents listed below, save if and to the extent that a provision of any of the Call-Off Schedules expressly states that it shall take precedence, a documents listed higher in the list shall take precedence over a document listed lower in the list. In the event and to the extent that any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, and do not expressly state whether they take precedence over or supplement another provision, such provisions shall be read together, provided always that the provisions set out in the Call-Off Schedules shall take precedence over the other provisions.

1. This Order Form set out in this Part A,
2. Core Terms,
3. The Framework Schedules,
4. The following Joint Schedules and Call-Off 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 (Specification (Statement of Requirement))

Call-Off Schedule 4 (Facilities Management)

Call-Off Schedule 6A (TUPE Surcharge)

Call-Off Schedule 6B (TUPE Transferring Buyer Employees Contract Price Adjustment)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Performance Management)

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 11 (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 15 (Contract Management)

Call-Off Schedule 24 (Collaboration)

Call-Off Schedule 30 (Health and Safety)

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)

Joint Schedule 13 (Cyber Essentials Scheme)

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.

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:**

Call-Off Schedule 4a (Billable Works and Projects – see Call-Off Schedule 5 (Call-Off Pricing))

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 25 (Background Checks – see Call-Off Schedule 9 (Security))

Call-Off Schedule 26 (Scottish Law)

Call-Off Schedule 27 (Northern Ireland Law)

Call-Off Schedule 29 (Lease Terms)

**CALL-OFF SPECIAL TERMS:**

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

**CALL-OFF EFFECTIVE DATE**: 28 April 2023

**MOBILISATION PERIOD START DATE:** 1 May 2023

**IN SERVICE DATE:** 1 December 2023

**CALL-OFF EXPIRY DATE:** 30 November 2030

**CALL-OFF INITIAL PERIOD:** subject to the terms of the Contract,seven (7) years, conditional upon a review by the Buyer at the third anniversary of the ISD confirming that the Supplier:

* has, pursuant to Call-Off Schedule 14 (Performance Management), achieved the ALP over the previous twelve (12) Months according to the Balanced Score Card;
* has ensured that, in accordance with Call-Off Schedule 24 (Collaboration), the Contract is ISO44001 certified and the Joint Relationship Management Plan is being achieved;
* is meeting the commitments made in Call-Off Schedule 22 (Call-Off Tender);
* has not committed any Defaults and there are no Disputes, which the Buyer considers to be material.

**CALL-OFF EXTENSION PERIOD:** The Buyer shall be entitled, by giving a minimum of three (3) months’ notice at any stage, to extend the Call-Off Contract Period by three extensions of twelve (12) Months, provided:

* as set out in Call-Off Schedule 14 (Performance Management), the Supplier has achieved the ALP according to the Balanced Score Card;
* as set out in Call-Off Schedule 24 (Collaboration), the Contract is ISO44001 certified and the Joint Relationship Management Plan is being achieved;
* as set out in Call-Off Schedule 10 (Exit Management), the Exit Plan is up to date and agreed;
* there are no Defaults or Disputes, which the Buyer considers to be material; and
* the total Call-Off Contract period shall not exceed ten (10) years from the In Service Date

**DELIVERABLES:**

The Deliverables that shall be provided under this Call-Off Contract are as described in the Contract, in particular Call-Off Schedule 28 (Call-Off Specification), and as priced in accordance with Call-Off Schedule 5 (Call-Off Pricing) Annex A.

The Supplier acknowledges that the volume of Deliverables may be subject to adjustment during the Contract Period by the Buyer in its absolute discretion. Any adjustments to the Deliverables shall be instructed by the Buyer in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions in the Contract relating to the Charges and the Framework Prices.

**BILLABLE WORKS:**

To meet the specific and differing needs of the Buyer, the Buyer shall be entitled to instruct the Supplier to provide Billable Works on an ‘as-required’ basis following the process set out in Call-Off Schedule 28 (Call-Off Specification) and Call-Off Schedule 5 (Call-Off Pricing) Annex B (Billable Works).

Billable Works are defined in Schedule 28 (Call-Off Specification) and are priced according to Call-Off Schedule 5 (Call-Off Pricing) Annex A, or where Rates and Prices are not specified in Annex A, will be priced via a Work Order quotation derived in accordance with the process defined in Call-Off Schedule 5 (Call-Off Pricing) Annex B (Billable Works).

The Supplier acknowledges that the volume of Billable Works may be subject to adjustment during the Contract Period by the Buyer in its absolute discretion.

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Pricing) on the basis of Fixed Prices provided at Call-Off Schedule 5 (Call-Off Pricing) Annex A.

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 (Call-Off Pricing);

(ii) Specific Change in Law;

(iii) Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);

(iv) The Variation Procedure; and

(v) The Change Management Process.

**MAXIMUM LIABILITY**

The limitation of liability for the Parties under this Call-Off Contract is set out in Clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

REDACTED FOIA Section 43, Commercial Interests

**ADDITIONAL INSURANCES**

None. The details of insurance requirements are set out in Call-Off Schedule 11 (Insurance Requirements).

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be CPI and it shall be applied as set out in Call-Off Schedule 5 (Call-Off 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 accordance with the terms of this Contract.

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

**METHOD OF PAYMENT**

Payment of all sums between the Buyer and Supplier will be via Contracting, Purchasing & Finance (CP&F) as detailed in Call-Off Schedule 5 (Call-Off Pricing).

The Supplier shall register their details (Supplier on-boarding) on the Buyer’s CP&F electronic procurement tool.

The CP&F electronic procurement tool is a mandatory requirement.

**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 FOIA Section 40, Personal Information

**BUYER AUTHORISED REPRESENTATIVE:**

Name: REDACTED FOIA Section 40, Personal Information

Position: REDACTED FOIA Section 40, Personal Information

Email: REDACTED FOIA Section 40, Personal Information

Address: Building 25, Waterloo Lines, Imber Road, Warminster, Wiltshire, BA12 0DJ

Telephone: REDACTED FOIA Section 40, 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 Supplier shall provide the Buyer with the reports listed, and at the frequency specified, in Call-Off Schedule 15 (Contract Management).

**PROGRESS MEETING FREQUENCY:**

The Supplier shall attend those governance meetings listed, and at the frequency specified, in Call-Off Schedule 15 (Contract Management).

**KEY ROLES:**

|  |  |
| --- | --- |
| **Buyer Key Role Title** | **Landmark Role Title (where different)** |
| Account Director  Contract Director  Contract Manager | Management Director |
|  | Commercial Director |
| CDM Designer  Operations Director | Operations Director |
| Finance Manager | Finance Director |
| Quality/Environment Officer | Safe Systems Manager |
| AP/AE/Works Supervisors SHEQF Manager Health, Safety & Fire Officer | Head of Safety & Assurance |
| Contract Quality Manager | Governance & Relationship Manager |
| Regional Service Centre/Help Desk Officer, CAFM Manager  Data Protection Officer | Data & Performance Manager |
| Security Manager |  |
| Soft FM Assurance Manager |  |

**KEY SUBCONTRACTORS:**

Compass Contract Services (UK) Limited t/a ESS (Address: Parklands Court, Parklands, Birmingham Great Park, Rubery, Birmingham B45 9PZ)

**COMMERCIALLY SENSITIVE INFORMATION:**

As set out in Joint Schedule 4 (Commercially Sensitive Information).

**SERVICE PERIOD:**

The Service Period for the purposes of Call-Off Schedule 14 (Performance Management) shall be three (3) Months, commencing on the ISD.

**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):

1. the Variable Profit % shall be: REDACTED FOIA Section 43, Commercial Interests
2. the Fixed Profit % shall be REDACTED FOIA Section 43, Commercial Interests

**RISK REGISTER:**

For the purposes of this Call-Off Contract the Buyer’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 Third Party which is not a Subcontractor*.* |
| Specific Change in Law (General Change in Law being a Supplier risk). |
| Loss of or wear or damage to any Equipment, Plant and Materials retained by the Buyer after termination or expiry of the Contract, except loss, wear or damage due to the activities of the Supplier after the termination or expiry of the Contract. |

**SMALL AND MEDIUM SIZED ENTERPRISES**

The minimum work share of total contract value due to SMEs under this Contract is 25%, unless otherwise agreed by the Buyer

**CALL-OFF GUARANTEE**

The Supplier has provided to the Authority a guarantee by the Call-Off Guarantor of the Supplier’s performance in the form of the Parent Company Guarantee.

**SOCIAL VALUE COMMITMENT**

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

**SIGNATURE AS A DEED**

|  |  |
| --- | --- |
| Executed and delivered as a deed by the Buyer by REDACTED FOIA Section 40, Personal Information in the presence of a witness:  .............................. (Name)  …………………… (Occupation)  ……………...……. (Address)  ……………………  The CORPORATE SEAL of the SECRETARY OF STATE FOR DEFENCE hereunto affixed is hereby authenticated by:- | ..........................................  Role: REDACTED FOIA Section 43, Commercial Interests  ..........................................  [signature of witness] |
| Date: ………………  Authorised by the Secretary of State  Executed and delivered as a deed by Supplier acting by  Date: ………………  in the presence of a  witness:  .............................. (Name)  ……………………. (Occupation)  ……………………. (Address)  ……………………. | .  .........................................  Role: REDACTED FOIA Section 43, Commercial Interests  ..........................................  [signature of witness] |

**Part B**

**Joint Schedules and Call-Off Schedules**

Joint Schedule 1 (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 (Key Subcontractors) - V1.0

Joint Schedule 7 (Financial Distress) - V1.0

Joint Schedule 8 (Guarantee) - V1.0

Joint Schedule 9 (Minimum Standards of Reliability) - V1.0

Joint Schedule 10 (Rectification Plan) - V1.0

Joint Schedule 11 (Processing Data) - V1.0

Joint Schedule 12 (Supply Chain Visibility) - V1.0

Joint Schedule 13 (Cyber Essentials Scheme) - 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 5 (Call-Off Pricing) - V1.0

Call-Off Schedule 6A (TUPE Surcharge) - V1.0

Call-Off Schedule 6B (TUPE Transferring Buyer Employees Contract Price Adjustment) - 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 11 (Insurance Requirements) - V1.0

Call-Off Schedule 12 (ICT Services Terms) - V1.0

Call-Off Schedule 13 (Mobilisation Plan and Testing) - 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 22 (Call-Off Tender) - V1.0

Call-Off Schedule 23 (Redundancy Surcharge) - V1.0

Call-Off Schedule 24 (Collaboration) - V1.0

Call-Off Schedule 28 (Specification) - V1.0

Call-Off Schedule 30 (Health and Safety) - V1.0

Call-Off Schedule 32 (Risk Management) - V1.0