**CROWN COMMERCIAL SERVICE**

**AND**

**SUPPLIER**

**WORKPLACE SERVICES CONTRACT**

 **(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**CCBO22A02 – AWE BOILER MAINTENANCE**

**FRAMEWORK SCHEDULE 6:**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

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

**Contract Number:** CCBO22A02

**AWE plc**

Registered Address: Room 20, Building F161.2 Atomic Weapons Establishment, Aldermaston, Reading, England, RG7 4PR

Registered number 02763902

**To the**

**Name:** REDACTED TEXT under FOIA Section 40, Personal Information

**Registered Address:** REDACTED TEXT under FOIA Section 40, Personal Information

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions

**Registered Number:** REDACTED TEXT under FOIA Section 40, Personal Information

**DUNS Number:** REDACTED TEXT under FOIA Section 40, Personal Information

 of the Framework Contract with the reference number RM6089 Lot 3 and dated 7/09/2022 for the provision of facilities management services.

**BENEFICIARIES: N/A**

**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** |
| 3 | **This section applies** | ISO 9001 ISO 14001 OHSAS 18001Cyber Essentials Plus |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract.

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 9 (Security)

Call-Off Schedule 28 (Call Off Specification)

Call Off Schedule 4 (Facilities Management)

 Call Off Schedule 6B TUPE Transferring Buyer Employees-Contract Price Adjustment (Lot 2A, 2B and 3 only) \_

Call-Off Schedule 2 (Staff Transfer) (Optional for Lot 1B)

Call-Off Schedule 2: Part A (Staff Transfer at Start Date – Outsourcing from the Buyer) Call-Off Schedule 2: Part B (Staff Transfer at Start Date – Transfer from Former Supplier)

Call-Off Schedule 2: Part C (No Staff Transfer on Start Date)

Call-Off Schedule 2: Part D (Pensions)

 - Annex D1a (CSPS) and Annex D1b (MOD)

 - Annex D2 (NHSPS)

 - Annex D3 (LGPS)

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

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 5 (Call-Off Pricing)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 3 (Continuous Improvement)

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)

 [Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

 Call Off Schedule 11A, 11B and 11C (Insurance Requirements) (Lot 2A, 2B and 3 only)

 Joint Schedule 2 (Variation Form)

Schedule 4 (Commercially Sensitive Information)

1. The FM Core Terms (vFM2)
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.

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 26. Scottish Law

Call Off Schedule 27. Northern Ireland Law

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 9 (Security)

Call-Off Schedule 6A (TUPE Surcharge) Optional for Lot 1B

Call Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 12 (ICT Services Terms)

 [Call Off Schedule 25 (Background Checks)

[Joint Schedule 9 (Minimum Standards of Reliability)

[Call-Off Schedule 18 (Concession Agreement) (Lot 3 only)

[Call-Off Schedule 21 (Performance Bond)

[Joint Schedule 8 (Guarantee)

[Call-Off Schedule 19 (Collateral Warranty Agreements)

**CALL-OFF SPECIAL TERMS: Refer to General Scope and Specific Scope**

The Supplier shall also comply with the AWE Supplier Handbook at all times, which is provided via the following link:

<https://www.awe.co.uk/responsible-business/our-suppliers/supplier-assurance/>*”*

**EFFECTIVE DATE:** 05/09/2022

**DATE THE CONTRACT PERIOD COMMENCES:** 12/09/2022

**MOBILISATION PERIOD: 12/09/2022 –** 30/09/2022

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:** 12/09/2022

**DATE CALL-OFF INITIAL PERIOD ENDS):** 11/11/2023

**CALL-OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):** 07/11/2023 – 06/11/2024

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):** N/A

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years):** 12/09/2022 - 06/11/2024

**CALL-OFF DELIVERABLES:**

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

|  |  |  |
| --- | --- | --- |
| **[Type of Deliverable]** | **[Location]** | **[Further Description]** |
| Provision of Resources to Operate and Maintain the HTHW System | REDACTED TEXT under FOIA Section 43 Commercial Interests | Refer to General Scope and Specific Scope |
|  |  |  |
|  |  |  |

[as further described in Call Off Schedule 28 (Call-Off Specification)]

**DRAWN DOWN DELIVERABLES: No Draw Down Deliverables required**

**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 within “Attachment 4 Pricing Model CCBO22A02\_20220831”

[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:

 (ii) Specific Change in Law;

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

(iv) Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms')].

**MAXIMUM LIABILITY – As per liability levels stated within the Core terms**

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

REDACTED TEXT under FOIA Section 43 Commercial Interests

**ESTIMATED YEAR ONE CONTRACT CHARGES**

REDACTED TEXT under FOIA Section 43 Commercial Interests.

**ADDITIONAL INSURANCES**

N/A

**INDEXATION**

N/A

**PASS THROUGH COSTS**

N/A

**TUPE OPTION**

6A is not applicable, 6B is applicable as per the above.

**VARIATION THRESHOLD**

**Guidance:** Only applicable to Fixed Fee Pricing, not applicable to Target Cost.

The variation threshold ("Variation Threshold") for the purposes of Call-Off Schedule 5 (Call-Off Pricing) is £nil.

**TARGET COST**

N/A

**INCLUSIVE REPAIR THRESHOLD**

The Inclusive Repair Thresholds shall be: £nil

**BILLABLE WORKS – The total cost for the initial Call-off period is:**

REDACTED TEXT under FOIA Section 43 Commercial Interests

**BILLABLE WORKS NOT REQUIRING APPROVAL**

N/A

**METHOD OF PAYMENT - BACS**

Bank details to be confirmed by the Supplier at least 2 weeks before a payment is due.

**BUYER INVOICING ADDRESS:**

REDACTED TEXT under FOIA Section 40, Personal Information

The Purchase Order number REDACTED TEXT under FOIA Section 43 Commercial Interests must be stated on each invoice and within this email subject line.

**BUYER AUTHORISED REPRESENTATIVE:**

1. REDACTED TEXT under FOIA Section 40, Personal Information

**BUYER NOTICES**

Refer above Buyer Authorised Representatives

**BUYER SECURITY POLICY:**

REDACTED TEXT under FOIA Section 40, Personal Information

**FINANCIAL REPORTS**

RNE Required Monthly

**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:**

Not used

**KEY SUBCONTRACTORS:**

REDACTED TEXT under FOIA Section 40, Personal Information

**E-AUCTIONS:**

N/A

**COMMERCIALLY SENSITIVE INFORMATION:**

Not Applicable

**SERVICE PERIOD:**

AWE to have KPI’s reported back on a Monthly basis

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%: -**

As KPI Model

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

**RISK REGISTER:**

N/A

**SMALL AND MEDIUM SIZED ENTERPRISES**

N/A

**RELEVANT CONVICTIONS:**

N/A

**CONCESSION – LOT 3 ONLY:**

N/A

**COLLATERAL WARRANTIES**

N/A

**PERFORMANCE BOND**

N/A

**CALL-OFF GUARANTEE**

N/A

**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 Call-Off Schedule 28 (Call-Off Tender).

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

**SIGNATURE AS A CONTRACT**

|  |  |
| --- | --- |
| **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: | REDACTED TEXT under FOIA Section 40, Personal Information | Name: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: |  | Date: |  |

|  |  |
| --- | --- |
|  |  |

**Part B**

**Call-Off Schedules**