

NHS BUSINESS SERVICES AUTHORITY

AND

ROBERTSON FACILITIES MANAGEMENT LIMITED

FACILITIES MANAGEMENT MARKETPLACE CONTRACT

REF: RM3830

FRAMEWORK SCHEDULE 6:

ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES

Part A - Order Form Template

Contract Number: 19_12_05

From the ("Buyer"): NHS Business Services Authority

To the ("SUPPLIER")

Name: Robertson Facilities Management Limited

Registered Address: Robertson House, The Castle Business Park, Stirling, FK9 4TZ

Registered Number: SC185956

DUNS Number: 235690935

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.

Where Call-Off Schedule 20 (Clustering) is selected then the Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
NHS Counter Fraud Authority	As detailed in Attachment 3 – Specification and associated annexes	Call-Off Contract Period	N/A

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 10 July 2018 for the provision of facilities management services.

CALL-OFF LOT(S):1b

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

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a		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. For the avoidance of doubt where any elements of the Order Form cross refer to a particular Schedule they shall carry the same precedence as if they are contained within the Order Form in its entirety. Other than the Order Form the documents listed below are in Part A of Contract Reference: 19_12_05 NHS Business Services Authority and Robertson Facilities Management Limited – Facilities Management Marketplace Contract – Annex 1 Attachment 3 – Specification and associated Annexes and Part B.1 and B.2 of Contract Reference: 19_12_05 NHS Business Services Authority and Robertson Facilities Management Limited – Facilities Management Marketplace Contract – Joint Schedules & Call-Off Schedules. These can be found in the link below <https://atamis-1928.cloudforce.com/sfc/p/00000000rwim/a/8d000000HBsj/7tNgj.duR83q5GMQu75h.Fv5XyT4WoUdFvUebZi1Z0> :

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in equal order of precedence:
 - 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 10 (Rectification Plan)
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 D (Pensions)
 - Annex D1 (CSPS)
 - Annex D2 (NHSPS)
 - Annex D3 (LGPS)
 - Call-Off Schedule 2: Part E (Staff Transfer on Exit)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4A (Billable Works and Projects)
 - Call-Off Schedule 5 (Call-Off Pricing)
 - Call-Off Schedule 6 (TUPE Surcharge)
 - 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 12

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- (ICT Services Terms)
Call-Off Schedule 13 (Mobilisation Plan and Testing)
Call-Off Schedule 14 (Key Performance Indicators)
Call-Off Schedule 15 (Contract Management)
Call-Off Schedule 16 (Benchmarking)
Call-Off Schedule 19 (Collateral Warranty Agreements)
Call-Off Schedule 20 (Clustering)
Call Off Schedule 23 (Redundancy Surcharge)
6. The CCS Core Terms (v3.0.2)
 7. Joint Schedule 5 (Corporate Social Responsibility).
 8. 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.

CALL-OFF SPECIAL TERMS:

The following Special Terms shall be incorporated into this Call-Off Contract:

None

CALL-OFF SCHEDULES NOT USED:

Joint Schedule 8 - Guarantee
Joint Schedule 9 – Not used for RM3830 Framework Agreement
Call-Off Schedule 17 MoD Terms
Call-Off Schedule 18 Concession Agreement
Call-Off Schedule 21 Performance Bond

EFFECTIVE DATE: The date on which the final Party signed the Contract

DATE THE CONTRACT PERIOD COMMENCES: 01/04/2022

MOBILISATION PERIOD: 01/12/2021 – 31/03/2022

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 01/04/2022

DATE CALL-OFF INITIAL PERIOD ENDS: 31/03/2027

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 01/04/2027 to 31/03/2029

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 01/04/2029 to 31/03/2031

TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): The Effective Date to 31/03/2027

Ref: RM3830

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CALL-OFF DELIVERABLES:

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

- Attachment 3 – Specification (and all of its Annexes and Appendices)

Please note the Specification and Annexes are in Part A of Contract Reference: 19_12_05 NHS Business Services Authority and Robertson Facilities Management Limited – Facilities Management Marketplace Contract – Annex 1



The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically but not limited to:

Benton Warehouse – Currently this property is comprised of two buildings, one leasehold which may not form part of the Buyer Premises prior to the Commencement Date. The other is freehold and the Buyer is unsure as to whether it will still be part of Buyer Premises and may only require minimal maintenance.

The Buyer is currently undergoing a review of their Estates Strategy in line with the COVID-19 pandemic and the Government Smarter Working objectives.

Any such adjustments shall 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 Call-Off Pricing.

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 in Call-Off Schedule 5 Annex 2.

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;
- (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

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



INDEXATION

The Payment Index that shall be applied in relation to indexation shall be RPIX CHMK. Indexation shall only apply from the first anniversary of the Call-Off Start Date and shall be applied on every yearly anniversary of the Call-Off Start Date.

Indexation shall be applied to the Baseline Monthly Payment.

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

- For this Call-Off these will only apply to Pass Through Costs

TUPE OPTION

Option 2 – Further Competition TUPE Risk Premium option applies as per Call-Off Schedule 6 – TUPE Surcharge

VARIATION THRESHOLD

Not Applicable

TARGET COST

Not Applicable

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: £0.00

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	£501 - £5000
Tier Two Billable Works	£5001 - £50,000
Tier Three Billable Works i	£50,001 - £100,000
Tier Four Billable Works	Above £100,000

The value of Billable Works not requiring approval is: £500

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows: matters giving rise to an immediate health and safety risk, to person(s) trapped in a lift, business critical or security risks and/or matters which severely restrict the Buyer from conducting normal business operations. This includes but is not limited to a gas leak, fire or imminent risk of fire or explosion, loss of power to a building or where the security of the building is or could become compromised.

Disaster Period: 1 calendar day



BUYER INVOICING ADDRESS:

Invoices by email to nhsbsa.accountspayable@nhs.net
and nhsbsa.estates@nhs.net

NHS Business Services Authority
Corporate Finance
Stella House
Goldcrest Way
Newcastle upon Tyne
NE15 8NY

BUYER AUTHORISED REPRESENTATIVE:

Adrienne McGill
Accounts & Ordering Supervisor
Adrienne.mcgill@nhs.net

BUYER NOTICES

Accounts Payable Team
nhsbsa.accountspayable@nhs.net

BUYER SECURITY POLICY:

05-06 NHSBSA Information Governance Policy
05-08 NHSBSARM001 Records Management Policy
05-13 Information Security Policy
5-14 Physical Security Policy
Available On the NHSBSA website found at the link below:
<https://www.nhsbsa.nhs.uk/our-policies>

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PROGRESS REPORT FREQUENCY:

As set out in Call Off Schedule 14 (KPI's) & Call Off Schedule 15 (Contract Management)

PROGRESS MEETING FREQUENCY:

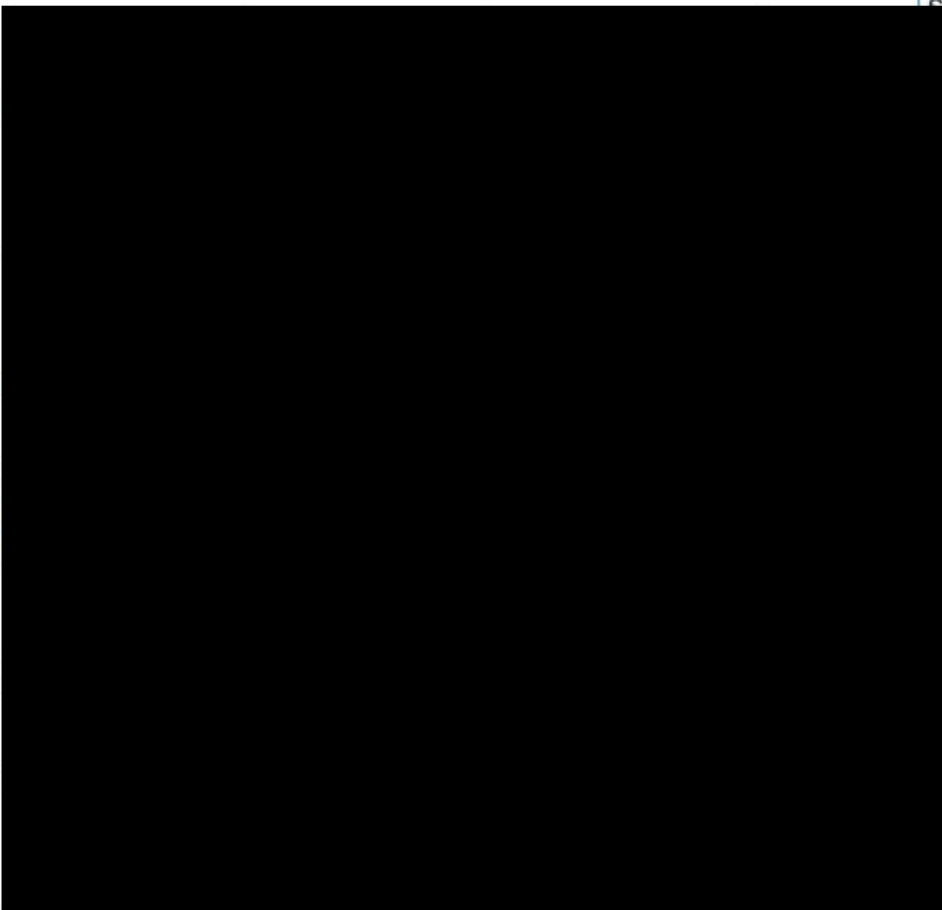
As set out in Call Off Schedule 14 (KPI's) & Call Off Schedule 15 (Contract Management)

KEY ROLES/STAFF:



KEY SUBCONTRACTORS:

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E-AUCTIONS:
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

No.	Date	Item(s)	Duration of Confidentiality
1	08/12/2021	Call-Off Schedule 5 – Call off Pricing	12 months from the date of contract expiry
2	08/12/2021	ABQ1 Call-Off Schedule 22 – Call-Off Tender	12 months from the date of contract expiry
3	08/12/2021	Bank details – Order Form	12 months from the date of contract expiry

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).

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

- (i) the At Risk % shall be: 4%; and
- (ii) the Earn Back % shall be: Nil%

RISK REGISTER:

For the purposes of this Call-Off Contract the following shall be deemed part of the risk register:

Type of Risk	Location of Risk	Further Detail
Asset Collection (Deliverables Matrix)	All Premises	Supplier to accept liability for accuracy of all asset data from the 1 st July 2022.
Risk register	All Premises	The risk register will be agreed and updated between the parties through the term of the Call-Off Contract.

SMALL AND MEDIUM SIZED ENTERPRISES

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 50%.

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CONCESSION:

Not Applicable

COLLATERAL WARRANTIES

The Buyer may from time to time throughout the Call-Off Contract Period request a Collateral Warranty from the Supplier or their Sub-contractors for any Billable Works and Projects which may be required in the format set out within Call-Off Schedule 19 Collateral Warranty Agreements.

The Supplier procures collateral warranties from the Subcontractors identified below:

•

•

in favour of:

• the Authority;and.....

•

PERFORMANCE BOND

Not Applicable

CALL-OFF GUARANTEE

Not Applicable

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 its Tender included in Schedule 22

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.

This Call-Off Contract shall be executed as a deed.

IN WITNESS WHEREOF the Parties hereto have caused this Call-Off Contract to be executed as a Deed and delivered on this date:

EXECUTED as a deed for and on behalf of the Supplier, Robertson Facilities Management Limited

Signed as a Deed in the presence of:

For and on behalf of the Supplier:		Supplier signature witnessed by:	
DocuSigned by: [Redacted]		DocuSigned by: [Redacted]	
Full Name: [Redacted]		Full Name: [Redacted]	
Job Title/Role: [Redacted]		Job Title/Role: [Redacted]	
Date: [Redacted]		Date: [Redacted]	
Name: [Redacted]	[Redacted]	Name: [Redacted]	[Redacted]
Role: [Redacted]	[Redacted]	Role: [Redacted]	[Redacted]

EXECUTED as a deed for and on behalf of the Buyer, NHS Business Services Authority

Signed as a Deed in the presence of:

For and on behalf of the Buyer:		Buyer signature witnessed by:	
DocuSigned by: [Redacted]		DocuSigned by: [Redacted]	
Full Name: [Redacted]		Full Name: [Redacted]	
Job Title/Role: [Redacted]		Job Title/Role: [Redacted]	
Date: [Redacted]		Date: [Redacted]	
Name: [Redacted]	[Redacted]	Name: [Redacted]	[Redacted]
Role: [Redacted]	[Redacted]	Role: [Redacted]	[Redacted]

If this is signed by electronic means the signatures of the respective parties will be set out in the DocuSign signature block.