



Crown  
Commercial  
Service



## Bid Pack

Attachment 4 – Order Form (Including Core Terms and Schedules).

CHESHIRE EAST BOROUGH COUNCIL

Further Competition under Lot 1c of Facilities  
Management Marketplace RM3830

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## ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES

### Part A - Order Form Template

**Contract Number:****From the ("Buyer "):**

Cheshire East Borough Council  
Westfields  
Middlewich Road  
Sandbach  
Cheshire  
CW11 1HZ

**To the ("SUPPLIER")**

**Name:** Engie Services Limited

**Registered Address:** Shared Services Centre Q3 Office, Quorum Business Park, Benton Lane,  
Newcastle Upon Tyne, NE12 8EX

**Registered Number:** 00598379

**DUNS Number:** 22-507-2453

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
[All Schools within Cheshire East Borough Council]	[All]	[All]	[N/A]
[Everybody Sports and Recreational Trust Ltd (Trading as Everybody Ltd)]	[ All]	[All]	[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 [Day Month Year] for the provision of facilities management services.

**CALL-OFF LOT(S):** *[Guidance Note: Insert the relevant lot numbers]*

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

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Lot	Tick as appropriate	Supplier accreditations required for the Lot
1c	X	ISO 9001, ISO 14001, Cyber Essentials Plus

### 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.
2. Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in the form appearing at Part B:
  - 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 2 (Staff Transfer):

Part B (Staff Transfer at Start Date – Transfer from Former Supplier; and

Part E (Staff Transfer on Exit)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 4 (Facilities Management)

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

Call-Off Schedule 5a (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 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14a (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 20 (Clustering)

Call Off Schedule 23 (Redundancy Surcharge)

6. The CCS Core Terms (v3.0.2)( in the form appearing at Part C as amended by the amendments contained in Part C)
7. Joint Schedule 5 (Corporate Social Responsibility).
8. Attachment 3 – Specification v.2 (Section 3: Schedule of Annexes/Attachments)

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:

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**CALL-OFF START DATE:** 1 April 2022

**CALL-OFF INITIAL PERIOD:** the period ending 31 March 2029

**Extension Period:** such period or periods of 12 months beyond which the Call-Off Initial Period may be extended up to a maximum of three times

**CALL-OFF DELIVERABLES:**

The Deliverables to be provided under this Call-Off Contract are as specified in Attachment 3 Annex A. The pricing provisions that will apply to the provision of these Deliverables will be as stated in Call-Off Schedule 5 (Call-Off Prices).

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically the parameters for potential adjustment are:

- closure of existing buildings,
- opening of new buildings,
- flex of Deliverables provided in one building such that they can be relocated to other buildings and any extension of provision of Deliverables in a building.

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 Framework Prices.

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5a (Call-Off Prices).

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) indexation; and
- (ii) Specific Change in Law.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be £9.7m.

**INDEXATION**

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All rates contained within 'Engie Cost Model Including Rates: Attachment 5 - Annex G Building Services Pricing Schedule v3 ENGIE 20210514' are subject to Indexation in accordance with paragraph 3 of Call-Off Schedule 5a (Call-Off Pricing)

#### **Payment Index**

The Payment Index is RPI - as detailed within paragraph 3 of Call-Off Schedule 5a (Call-Off Pricing)

#### **PASS THROUGH COSTS**

Not Applicable.

#### **MORE FAVOURABLE COMMERCIAL TERMS**

#### **VARIATION THRESHOLD**

Not Applicable.

#### **BILLABLE WORKS**

See Call-Off Schedule 5a (Call-Off Prices).

#### **INCLUSIVE REPAIR THRESHOLD**

The Inclusive repair threshold is £0.00 (Zero pounds and pence)

N.B. A £499.00 pre-approval threshold will apply where the supplier can proceed with works and invoice accordingly.

#### **MOBILISATION**

The mobilisation period shall be 4 months commencing on 1<sup>st</sup> December 2021

#### **METHOD OF PAYMENT**

BACS to account Engie Services Limited

Barclays Bank PLC

50 Pall Mall, London SW1A 1QA

Account No [REDACTED]

Sort Code [REDACTED]

#### **BUYER INVOICING ADDRESS:**

Cheshire East Facilities Management

Delamere House

c/o Municipal Buildings

Earle Street

Crewe

CW1 2BJ

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**BUYER AUTHORISED REPRESENTATIVE:**

Denise Griffiths

Facilities Manager

[denise.griffiths@cheshireeas.gov.uk](mailto:denise.griffiths@cheshireeas.gov.uk)

01270 686125

**BUYER NOTICES**

Cheshire East Borough Council

Legal Services, Commercial Projects & Property Team, Westfields, Middlewich Road, Sandbach,  
Cheshire, CW11 1HZ (Attention: Adrian Leslie)

Email: [eastlegalcontractsteam@cheshireeast.gov.uk](mailto:eastlegalcontractsteam@cheshireeast.gov.uk)

**BUYER SECURITY POLICY:**

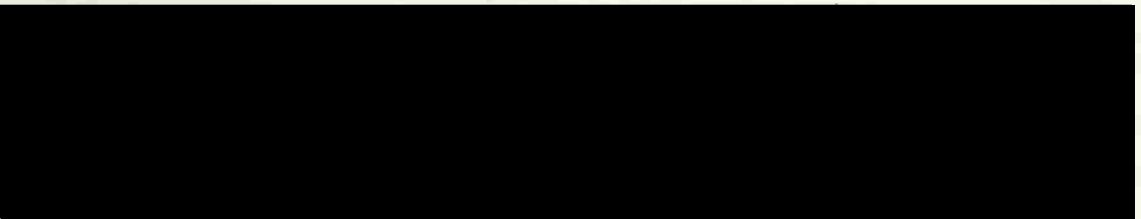
N/A

**PROGRESS REPORT FREQUENCY:**

See Call-Off Schedule 5a (Call-Off Prices).

**PROGRESS MEETING FREQUENCY:**

See Call-Off Schedule 5a (Call-Off Prices).

**KEY ROLES/STAFF:****KEY SUBCONTRACTORS:**

HSL Compliance Ltd

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

~~[Not Applicable]~~ or

- Engie Cost Model Including Rates: Attachment 5 - Annex G Building Services Pricing Schedule v3 ENGIE 20210514.
- Engie Quality Response (as this reveals Engie's bid strategy): Attachment 2 – How To Bid / (Responses to Section B Scored Questions AQB1 to AQB7 inclusive).

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Signed as a deed by

**ENGIE SERVICES LIMITED**

acting by two directors or a director and  
company secretary

DocuSigned by:

B0D8C8117735403...

Director

DocuSigned by:

CF1793ABA7DC437...

Director/Secretary

Executed as a Deed by affixing the  
Common Seal of **CHESHIRE EAST  
BOROUGH COUNCIL** in the presence  
of:



Authorised signatory

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## Part B

### Schedules

<b>Joint Schedules</b>	
<b>Joint Schedule 1 (Definitions)</b>	 Joint Schedule 1 - Definitions v3.0.doc
<b>Joint Schedule 2 (Variation Form)</b>	 Joint Schedule 2 - Variation Form v3.0.
<b>Joint Schedule 3 (Insurance Requirements)</b>	 Joint Schedule 3 - Insurance Requirem
<b>Joint Schedule 4 (Commercially Sensitive Information)</b>	 Joint Schedule 4 - Commercially Sensiti
<b>Joint Schedule 5 (Corporate Social Responsibility)</b>	 Joint Schedule 5 - Corporate Social Resp
<b>Joint Schedule 6 (Key Subcontractors)</b>	 Joint Schedule 6 - Key Subcontractors
<b>Joint Schedule 7 (Financial Distress)</b>	 Joint Schedule 7 - Financial Distress v3
<b>Joint Schedule 10 (Rectification Plan)</b>	 Joint Schedule 10 - Rectification Plan v3
<b>Joint Schedule 11 (Processing Data)</b>	 Call%20off%20Sche dule%2011%20-%20

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<b>Call-Off Schedules</b>	
<b>Call-Off Schedule 2 (Staff Transfer)</b>	 Call-Off Schedule 2 - Staff Transfer v3.0.docx
<b>Call-Off Schedule 3 (Continuous Improvement)</b>	 Call-Off Schedule 3 - Continuous Improvement v3.0.docx
<b>Call-Off Schedule 4 (Facilities Management)</b>	 Call-Off Schedule 4 - Facilities Management v3.0.docx
<b>Call-Off Schedule 4A (Billable Works and Projects)</b>	 Call-Off Schedule 4A - Billable Works and Projects v3.0.docx
<b>Call-Off Schedule 5a (Call-Off Pricing)</b>	 Call-Off Schedule 5a - Call-Off Pricing v3.0.docx
<b>Call-Off Schedule 6 (TUPE Surcharge)</b>	 Call-Off Schedule 6 - TUPE Surcharge v3.0.docx
<b>Call-Off Schedule 7 (Key Staff)</b>	 Call-Off Schedule 7 - Key Staff v3.0.docx
<b>Call-Off Schedule 8 (Business Continuity and Disaster Recovery)</b>	 Call-Off Schedule 8 - Business Continuity and Disaster Recovery v3.0.docx
<b>Call-Off Schedule 9 (Security)</b>	 Call-Off Schedule 9 - Security v3.0.docx
<b>Call-Off Schedule 10 (Exit Management)</b>	 Call-Off Schedule 10 - Exit Management v3.0.docx
<b>Call-Off Schedule 11 (Processing Data)</b>	 Call-Off Schedule 11 Processing Data v3.0.docx

Call-Off Schedule 13 (Mobilisation Plan and Testing)	 Call-Off Schedule 13 (O) - Mobilisation
Call-Off Schedule 14a (Key Performance Indicators)	 Call-Off Schedule 14a - Key Performance
Call-Off Schedule 15 (Contract Management)	 Call-Off Schedule 15 (O) - Contract Management
Call-Off Schedule 20 (Clustering)	 Call-Off Schedule 20 (O) - Clustering v.
Call Off Schedule 23 (Redundancy Surcharge)	 Call-Off Schedule 23 (O) Redundancy !

### Part C Core Terms



Core Terms v3.0.2  
(002).pdf

The Core Terms shall be amended as follows:

Delete clause 8.7 and replace with:

“8.7.1 For the purposes of this clause 8.7:

- (a) “Capital Works Projects” means works of the nature described in Paragraph 1 of Attachment 3 – Annex H (Project Management Specification)
- (b) “Project Work Book” means the document at Attachment 3, Annex H, Appendix B “Project Workbook Template”

8.7.2 In relation to Capital Works Projects the Supplier will assign to the Buyer all third party warranties and indemnities covering the Deliverables listed within the “Services” tab, “Warranties” section of the Project Work Book.

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8.7.3 In relation to Goods and Services which do not relate to Capital Works Projects the Supplier will use reasonable endeavours to procure an assignment of all third party warranties and indemnities covering the Deliverables however the Buyer acknowledges and agrees it may not be possible for the Supplier to assign all third party warranties and indemnities in relation to such Goods and Services.

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