



Department  
of Health &  
Social Care

## **Order Form and Call-Off Contract**

Further competition under Lot 1c of Facilities  
Management & Workplace Services RM6232

Contract reference: **C376889 Total Facilities  
Management for Department of Health and Social  
Care (CCS RM6232 Lot 1c)**

## Attachment 5 - Order Form

### Order Form

CALL-OFF CONTRACT REFERENCE: **C376889 (CCS RM6232 Lot 1c)**

THE BUYER: **Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care**

BUYER ADDRESS **39 Victoria Street  
Westminster  
London  
SW1H 0EU**

THE SUPPLIER: **EMCOR Group (UK) plc**

SUPPLIER ADDRESS: **1 The Crescent, Surbiton, Surrey, KT6 4BN**

REGISTRATION NUMBER: **00806888**

DUNS NUMBER: **210330247**

Where Call-Off Schedule 12 (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
Care Quality Commission	Total Facilities Management	5 years	As per the Buyer Call-Off Contract incorporating NEC4 FMC terms
Health Family Arms Length Bodies (ALBs)	Total Facilities Management	TBC. This is to provide flexibility to the Buyer and any Health Family ALB member should they require access to this contract. There is no commitment from them or guarantee to	As per the Buyer Call-Off Contract incorporating NEC4 FMC terms

		spend via this contract at this stage	
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#### APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 22 July 2025.

It's issued under the Framework Contract with the reference number RM6232 Facilities Management and Workplace Services for the provision of Total Facilities Management.

CALL-OFF LOT(S): **Lot 1c**

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, ISO 14001, Cyber Essentials
1b		ISO 9001, ISO 14001, Cyber Essentials
1c	✓	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
2a		ISO 9001, ISO 14001, Cyber Essentials
2b		ISO 9001, ISO 14001, Cyber Essentials
2c		ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
3a		ISO 9001, ISO 14001, Cyber Essentials
3b		ISO 9001, ISO 14001, Cyber Essentials
3c		ISO 9001, ISO 14001, ISO 27001, Cyber Essentials

#### CALL-OFF INCORPORATED TERMS

The following terms shall apply to the Call-Off Contract:

Contract Type	Tick to apply applicable terms:
Annex A – CCS Public Sector Contract (PSC) and associated Schedules	✓
Annex B – NEC3 Terms	<input type="checkbox"/>
Annex C – NEC4 Terms	✓

Where a box is **not** ticked above, that annex (and the terms specified therein) shall **not** apply to the Call-Off Contract unless otherwise specified in the Annex.

## ANNEX A: Public Sector Contract

The following documents are incorporated into this Call Off Contract. Where numbers are missing, we are not using those schedules. In the event of any inconsistencies or if the documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Call-Off Special Terms and Annex C of the Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) RM6232.
3. Call-Off Special Terms.
4. NEC4 Facilities Management Contract June 2017 incorporating amendments January 2019 and Jan 2021 (“NEC4 Facilities Management Contract”).
5. Joint Schedule 5 (Corporate Social Responsibility).
6. Call-Off Schedule 4 (Call-Off Tender):
  - a. Technical Response Envelope - Quality Questionnaire\_EMCOR Group (UK) plc.pdf.
  - b. Social Value Response Envelope - SV Quality Questionnaire\_EMCOR Group (UK) plc.pdf.
  - c. Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope\_EMCOR Group (UK) plc.xlsx.
  - d. AQD1\_EMCOR Group (UK) plc\_Key Subcontractors.pdf.
  - e. AQD2\_EMCOR Group (UK) plc\_Draft Mobilisation Plan.pdf.
7. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6232**
    - 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 Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for **C376889**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 13 (Mobilisation Plan and Testing)
    - Call-Off Schedule 14 (Key Performance Indicators)

- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification):
  - Attachment\_3\_Specification
  - Attachment\_3A\_Annex\_A\_Standards\_Processes
  - Attachment\_3B\_Annex\_B\_Deliverables\_Matrix
  - Attachment\_3C\_Annex\_C\_KPI\_Pay\_Mech\_Model\_with\_No\_Data
  - Attachment\_3D\_Annex\_D\_Cyber\_Essentials\_Plus
  - Attachment\_3E\_Annex\_E\_Small\_Sites\_Deliverables
  - Attachment\_3F\_Annex\_F\_Floor Plans
  - Attachment\_3G\_Annex\_G\_Security
  - Attachment\_3H\_Annex\_H\_Building and Floor Manager
  - Attachment\_6\_TUPE\_Information\_Capture\_Template
  - C267688 Supplier Clarification Log\_Version 7
- Call-Off Schedule 25 (Billable Works and Projects)
- Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
- Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)
- Call-Off Schedule 28 (TUPE Surcharge)
- Call-Off Schedule 29 (Redundancy Surcharge)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### CALL-OFF SPECIAL TERMS

The Call-Off Special Terms set out in Appendix 1 are incorporated into this Call-Off Contract.

#### EFFECTIVE DATE

*See date of signature.*

#### DATE THE CONTRACT PERIOD COMMENCES

1 December 2025 (*See Starting Date in Contract Data Part One*).

#### MOBILISATION PERIOD

22 July 2025 – 30 November 2025.

#### START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES

1 December 2025 (*See Starting Date in Contract Data Part One*).

#### CALL-OFF EXPIRY DATE

30 November 2030.

#### CALL OFF OPTIONAL EXTENSION PERIOD 1

*See Contract Data Part One.*

#### CALL-OFF OPTIONAL EXTENSION PERIOD 2

*See Contract Data Part One.*

TOTAL MAXIMUM CONTRACT PERIOD:

*See Contract Data Part One.*

CALL-OFF DELIVERABLES

*See Contract Data Part One.*

MAXIMUM LIABILITY

*See Contract Data Part One.*

CALL-OFF CHARGES

The Call-Off Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) on the basis of fixed prices and shall be calculated by reference to the fixed price pricing matrix set out in *Contract Data Part Two Section 5 Payment*.

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 (*Contract Data Part One X1: Price adjustment for inflation*);
- ii. Specific Change in Law;
- iii. Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking); and/or,
- iv. Call-Off Variation (agreed in writing and signed by both Parties in accordance with Joint Schedule 2 or as an NEC4 compensation event).

PAYMENT METHOD

The Supplier shall issue electronic consolidated invoices for all sites monthly in arrears (30 days net of receipt of invoice) to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS).

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] *and copied to the Service Manager*. Within 10 working days of receipt of your countersigned copy of this contract, we will send you unique PO Numbers. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]

The Supplier shall ensure that each monthly invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, consolidated product and/or service information including all site descriptions, amount ordered and total price.

BUYER'S INVOICE ADDRESS:

Accounts Payable  
Department of Health and Social Care  
39 Victoria Street  
Westminster  
London

SW1H 0EU

Or email: [REDACTED]

#### INDEXATION

See *Contract Data Part One X1: Price adjustment for inflation*.

#### PASS THROUGH COSTS

Not Applicable.

#### TUPE OPTION

Part B: Staff transfer at the Start Date from a Former Supplier and Part E: Staff Transfer on Exit as per Call-Off Schedule 2 – Staff Transfer.

#### INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: £600 (excluding VAT).

#### 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	£0 - £10,000
Tier Two Billable Works	£10,001 - £50,000
Tier Three Billable Works	£50,001 - £150,000
Tier Four Billable Works	£150,001 - £4,000,000

#### BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: £1,500.

#### BUSINESS CRITICAL EVENTS

Business Critical Events are as follows:

- An event that will render a whole building, or a substantial proportion of a building, inoperable such as a mains power loss or gas leak.
- The failure of a life safety system within the building that has no redundancy.
- An event that will endanger the life of the building occupants or the public.
- An event that will cause significantly more cost to the Buyer if no remedial action is undertaken until the Supplier could obtain approval from the Buyer to proceed. An example would be a major water leak in the night.

#### WARRANTY

Not used.

#### CYBER ESSENTIALS

Cyber Essentials Plus.

#### BUYER'S AUTHORISED REPRESENTATIVE

See *Contract Data Part One: 1 General – Service Manager*.

## BUYER NOTICES

*See Contract Data Part One: 1 General – Service Manager and Client.*

## BUYER SECURITY REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

39 Victoria Street  
Westminster  
London  
SW1H 0EU

## BUYER'S ENVIRONMENTAL POLICY



FM3\_Environmental  
Policy.docx

The Supplier shall perform the Deliverables in accordance with the following cross-government policies and procedures:

Greening Government Commitments for 2021-2025

Published 28<sup>th</sup> October 2021

Available online at: <https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025>

DHSC Supplier Code of Conduct

Published 25 July 2022

Available online at: [DHSC supplier code of conduct - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dhsc-supplier-code-of-conduct)

## BUYER'S SECURITY POLICY

The Supplier shall work with the Buyer and perform the Deliverables in accordance with the following cross-government security policy:

[Security policy framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/security-policy-framework)

More details on security policies are in *Attachment 3 – Annex G – Security*.

## SUPPLIER'S AUTHORISED REPRESENTATIVE

*See Contract Data Part Two.*

## SUPPLIER'S CONTRACT MANAGER

*See Contract Data Part Two.*

PROGRESS REPORT FREQUENCY (Call-Off Schedule 15 Call Off Contract Management):  
By the tenth (10<sup>th</sup>) Working Day of each calendar month.

PROGRESS MEETING FREQUENCY (Call-Off Schedule 15 Call Off Contract Management)  
Monthly as agreed by both parties.



**KEY ROLES (Schedule 7: Key Supplier Staff):**

Position	
Account Manager/Director	<div>██████████</div> <div>██████████████</div> <div>████████████████████</div> <div>██████████████████████████</div> <div>██████████</div>
Space Planner	<div>██████████</div> <div>██████████████</div> <div>████████████████████</div> <div>██████████████████████████</div> <div>██████████████████</div>
Building Manager: 39 Victoria Street	<div>██████████████</div> <div>██████████████████████</div> <div>██████████████████████</div> <div>██████████████████████████</div> <div>██████████</div>
Building Manager: Wellington House	<div>██████████████</div> <div>██████████████████████████</div> <div>██████████████████████</div> <div>██████████████████████████</div> <div>██████████████████</div>

**KEY SUBCONTRACTORS (Joint Schedule 6 - Key Subcontractors):**

[illegible]



COMMERCIALLY SENSITIVE INFORMATION (Joint Schedule 4 - Commercially Sensitive Information):

<u>No.</u>	<u>Date</u>	<u>Item(s)</u>	<u>Duration of Confidentiality</u>
1	25/03/2025	EMCOR UK's pricing submission: Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc	5 years
2	25/03/2025	EMCOR UK's Key Subcontractor List: AQD1_EMCOR Group (UK) plc_Key Subcontractors.	5 years
3	25/03/2025	EMCOR UK's Mobilisation Plan: AQD2_EMCOR Group (UK) plc_Draft Mobilisation Plan	5 years
4	25/03/2025	EMCOR UK's proposed structures, as detailed within our responses to: AQB2 Approach to Providing Work Package H – Catering Services AQB3 Service Delivery – Approach to Providing Work Package I – Cleaning Services AQB4 Service Delivery – Approach to Providing Work Package L – Security Services AQB6 Contract Management and Governance	5 years

ADDITIONAL INSURANCES

As per Joint Schedule 3 (Insurance Requirements).

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee), subject to a financial evaluation by the Buyer prior to the award of the Call-Off Contract.

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 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: 5%
- (ii) the Earn Back % shall be: 50%

CONCESSION

Not Applicable.

#### **COLLATERAL WARRANTIES**

Not Applicable.

#### **PERFORMANCE BOND**

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 response under Call-Off Schedule 4 (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.

## ANNEX C: NEC4 TERMS

The following documents are incorporated into this Call Off Contract. Where numbers are missing we are not using those schedules. In the event of any inconsistencies or if documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Call-Off Special Terms and Annex C of the Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) RM6232.
3. Call-Off Special Terms.
4. NEC4 Facilities Management Contract June 2017 incorporating amendments January 2019 and Jan 2021 ("NEC4 Facilities Management Contract").
5. Joint Schedule 5 (Corporate Social Responsibility).
6. Call-Off Schedule 4 (Call-Off Tender):
  - a. Technical Response Envelope - Quality Questionnaire\_EMCOR Group (UK) plc.pdf.
  - b. Social Value Response Envelope - SV Quality Questionnaire\_EMCOR Group (UK) plc.pdf.
  - c. Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope\_EMCOR Group (UK) plc.xlsx.
  - d. AQD1\_EMCOR Group (UK) plc\_Key Subcontractors.pdf.
  - e. AQD2\_EMCOR Group (UK) plc\_Draft Mobilisation Plan.pdf.
7. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6232**
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for **C376889**
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 25 (Billable Works and Projects)
    - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
    - Call-Off Schedule 27 (Accessed Contracts)
    - Call-Off Schedule 28 (TUPE Surcharge)
    - Call-Off Schedule 29 (Redundancy Surcharge)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### Call-Off SPECIAL TERMS

The Call-Off Special Terms set out in Appendix 1 are incorporated into this Call-Off Contract.

**The Parties shall execute this Call-Off Contract by completing the NEC4 Contract Data, appending it to this Order Form as Appendix 2, and signing below. Upon signature below, this Call-Off Contract shall become binding.**

**The Parties confirm they have completed the NEC4 Contract Data and have appended the completed document in Appendix 2 to this Order Form.**

<b>For and on behalf of the Supplier:</b>	<b>For and on behalf of the Buyer:</b>

## APPENDIX 1 - Call-Off Special Terms

Call-Off Special Term Number	Special Term
1. Contracting	<p>a. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:</p> <p>b. make changes to Framework Schedule 6 (Order Form:</p> <ul style="list-style-type: none"> <li>i. Template and Call-Off Schedules);</li> <li>ii. create new Call-Off Schedules;</li> <li>iii. exclude optional template Call-Off Schedules; and/or</li> <li>iv. use Special Terms in the Order Form to add or change terms.</li> </ul>
2. Payment	<p>The following terms shall supplement Clause 51 of the NEC4 Facilities Management Contract:</p> <ul style="list-style-type: none"> <li>a. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.</li> <li>b. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.</li> <li>c. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.</li> <li>d. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.</li> <li>e. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any</li> </ul>

Call-Off Special Term Number	Special Term
	<p>materials, goods or services used by the Supplier to provide the Deliverables (under a Core Terms Contract), then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.</p> <p>f. If CCS or the Buyer uses Call-Off Special Term 2(e) above then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.</p> <p>g. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.</p>
3. Termination	<p>The following terms shall supplement Clause 91 of the NEC4 Facilities Management Contract:</p> <p>The Relevant Authority may terminate this Contract if:</p> <p>a. the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or</p> <p>b. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.</p>
4. Obeying the Law	<p>a. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).</p> <p>b. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.</p> <p>c. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Call-Off Special Terms 4(a) and 4(b), and Clauses Call-Off Special Terms 9 to 11 inclusive.</p>
5. Data Protection	<p>a. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).</p>



Call-Off Special Term Number	Special Term
	<ul style="list-style-type: none"> <li>b. The Supplier must not remove any ownership or security notices in or relating to the Government Data.</li> <li>c. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.</li> <li>d. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.</li> <li>e. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.</li> <li>f. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both: <ul style="list-style-type: none"> <li>i. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or</li> <li>ii. restore the Government Data itself or using a third party.</li> </ul> </li> <li>g. The Supplier must pay each Party's reasonable costs of complying with Call-Off Special Term 5(f) unless CCS or the Buyer is at fault.</li> <li>i. The Supplier: <ul style="list-style-type: none"> <li>i. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;</li> <li>ii. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;</li> </ul> </li> </ul>

Call-Off Special Term Number	Special Term
	<ul style="list-style-type: none"> <li>iii. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;</li> <li>iv. must securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and</li> <li>v. indemnifies CCS and each Buyer against any and all Losses incurred by the Supplier.</li> </ul>
6. Confidentiality	<ul style="list-style-type: none"> <li>a. Each Party must: <ul style="list-style-type: none"> <li>i. keep all Confidential Information it receives confidential and secure;</li> <li>ii. except as expressly set out in the Contract at Call-Off Special Terms 6(b) to 6(d) (inclusive) or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and</li> <li>iii. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.</li> </ul> </li> <li>b. In spite of Call-Off Special Term 6(a), a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances: <ul style="list-style-type: none"> <li>i. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;</li> <li>ii. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;</li> <li>iii. if the information was given to it by a third party without obligation of confidentiality;</li> <li>iv. if the information was in the public domain at the time of the disclosure;</li> </ul> </li> </ul>

Call-Off Special Term Number	Special Term
	<ul style="list-style-type: none"> <li>v. if the information was independently developed without access to the Disclosing Party's Confidential Information;</li> <li>vi. on a confidential basis, to its auditors;</li> <li>vii. on a confidential basis, to its professional advisers on a need-to-know basis; or</li> <li>viii. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.</li> </ul> <p>c. In spite of Call-Off Special Term 6(a), the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.</p> <p>d. In spite of Call-Off Special Term 6(a), CCS or the Buyer may disclose Confidential Information in any of the following cases:</p> <ul style="list-style-type: none"> <li>i. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;</li> <li>ii. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;</li> <li>iii. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;</li> <li>iv. where requested by Parliament; or</li> <li>v. under Call-Off Special Terms 4 and/or 7.</li> </ul> <p>e. For the purposes of Call-Off Special Term 6(b) to 6(d) (inclusive) references to disclosure on a confidential basis means disclosure under a confidentiality</p>

Call-Off Special Term Number	Special Term
	<p>agreement or arrangement including terms as strict as those required in this Special Term 6.</p> <ul style="list-style-type: none"> <li>i. Transparency Information is not Confidential Information.</li> <li>ii. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.</li> </ul>
7. Requests for Information	<ul style="list-style-type: none"> <li>a. Unless otherwise specified in the Order Contract, the Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.</li> <li>b. Unless otherwise specified in the Order Contract, within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can: <ul style="list-style-type: none"> <li>i. publish the Transparency Information;</li> <li>ii. comply with any Freedom of Information Act (FOIA) request; and/or</li> <li>iii. comply with any Environmental Information Regulations (EIR) request.</li> </ul> </li> <li>c. Unless otherwise specified in the Order Contract, the Relevant Authority may talk to the Supplier to help it decide whether to publish information under Call-Off Special Term 7. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.</li> </ul>
8. Prevention of Fraud, Bribery and Corruption	<ul style="list-style-type: none"> <li>a. The Supplier must not during any Contract Period: <ul style="list-style-type: none"> <li>i. commit a Prohibited Act or any other criminal offence in regulations 57(1) and/or 57(2) of the Public Contracts Regulations 2015; or do or allow anything which would cause the Buyer, including any of its employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.</li> </ul> </li> </ul>

Call-Off Special Term Number	Special Term
	<p>b. The Supplier must during the Contract Period:</p> <ul style="list-style-type: none"> <li>i. create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;</li> <li>ii. keep full records to show it has complied with its obligations under this Call-Off Special Term 8, and give copies to the Buyer on request; and</li> <li>iii. if required by the Buyer, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Buyer, that they have complied with this Call-Off Special Term 8, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.</li> </ul> <p>c. The Supplier must immediately notify the Buyer if it becomes aware of any breach of Call-Off Special Terms 8(a) and/or (b) above, or has any reason to think that it, or any of the Supplier Staff, has either:</p> <ul style="list-style-type: none"> <li>i. been investigated or prosecuted for an alleged Prohibited Act;</li> <li>ii. been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;</li> <li>iii. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or</li> <li>iv. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.</li> </ul> <p>d. If the Supplier notifies the Buyer as required by Call-Off Special Term 8(c), the Supplier must respond promptly to the Buyer's further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.</p>

Call-Off Special Term Number	Special Term
	<ul style="list-style-type: none"> <li>i. In any notice the Supplier gives under Call-Off Special Term 8(c), it must specify the:</li> <li>ii. Prohibited Act; identity of the Party who it thinks has committed the Prohibited Act; and action it has decided to take.</li> </ul>
9. Equality, Diversity, and Human Rights	<ul style="list-style-type: none"> <li>a. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:</li> <li>b. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.</li> <li>c. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.</li> </ul>
10. Tax	<ul style="list-style-type: none"> <li>a. The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.</li> <li>b. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:</li> <li>c. the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and</li> </ul>

Call-Off Special Term Number	Special Term
	<ul style="list-style-type: none"> <li>i. other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.</li> </ul> <p>d. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:</p> <ul style="list-style-type: none"> <li>i. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and</li> <li>ii. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.</li> </ul> <p>e. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:</p> <ul style="list-style-type: none"> <li>i. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;</li> <li>ii. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;</li> <li>iii. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with</li> </ul>

Call-Off Special Term Number	Special Term
	<p>Clause 31.3 or confirms that the Worker is not complying with those requirements; and</p> <p>iv. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.</p>
11. Conflicts of Interest	<p>a. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.</p> <p>b. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.</p> <p>c. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.</p>
12. Compliance with Schedules	<p>The parties shall comply with their respective obligations as set out in:</p> <p>a. Joint Schedule 7 (Financial Difficulties);</p> <p>b. Joint Schedule 11 (Processing Data);</p> <p>c. Joint Schedule 12 (Supply Chain Visibility);</p> <p>d. Call-Off Schedule 2 (Staff Transfer);</p> <p>e. Call-Off Schedule 27 (Accessed Contracts);</p> <p>f. Call-Off Schedule 28 (TUPE Surcharge);</p> <p>g. Call-Off Schedule 29 (Redundancy Surcharge)</p>
13. Change of Law	<p>a. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.</p> <p>b. If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Supplier must provide the Buyer with notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed</p>



Call-Off Special Term Number	Special Term
	<p>either to the Deliverables or the Call-Off Contract and provide evidence:</p> <ul style="list-style-type: none"> <li>c. that the Supplier has kept costs as low as possible, including in Subcontractor costs; and <ul style="list-style-type: none"> <li>i. of how it has affected the Supplier's costs.</li> </ul> </li> <li>d. Any change relief from the Supplier's obligations because of a Specific Change in Law must be implemented using the agreed process for varying the Contract.</li> </ul>

## APPENDIX 2 – Contract Data

### PART ONE – DATA PROVIDED BY THE *CLIENT*

#### 1 General

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Facilities Management Contract June 2021 (with amendments January 2023)

Main Options	A	Option for resolving and avoiding disputes	W2
Secondary Options	X1, X10, X11, X15, X18, X21, X23, X27, X28, Y(UK)2		
The <i>service</i> is	The provision of total facilities management services to the Department of Health and Social Care properties.		

#### The *Client* is

Name	Secretary of State for Health and Social Care
Address for communications	39 Victoria Street Westminster London SW1H 0EU
Address for electronic communications	

#### The *Service Manager* is

Name	
Address for communications	Second Floor South Quarry House Quarry Hill LS2 7UE
Address for electronic communications	

#### The Affected Property is

Wellington House, London  
39 Victoria Street, London  
Premier House, Reading  
Seaton House, Nottingham  
Quarry House, Leeds  
Blenheim House, Leeds  
Victoria House, Cambridge  
Towneley House, Burnley  
2 Redman Place, London

#### The Scope is in

Call Off Schedule 20

Attachment\_3\_Specification  
Attachment\_3A\_Annex\_A\_Standards\_P  
rocesses  
Attachment\_3B\_Annex\_B\_Deliverables  
\_Matrix  
Attachment\_3C\_Annex\_C\_KPI\_Pay\_M  
ech\_Model\_with\_No\_Data  
Attachment\_3D\_Annex\_D\_Cyber\_Esse  
ntials\_Plus  
Attachment\_3E\_Annex\_E\_Small\_Sites  
\_Deliverables  
Attachment\_3F\_Annex\_F\_Floor Plans  
Attachment\_3G\_Annex\_G\_Security  
Attachment\_3H\_Annex\_H\_Building and  
Floor Manager  
Attachment\_6\_TUPE\_Information\_Capt  
ure\_Template  
C267688 Supplier Clarification  
Log\_Version 7

The *shared services*  
which may be carried  
out outside the  
Service Areas are

Call Centre Services provided under Work Package R -  
Helpdesk

The *language of the contract* is

English

The *law of the contract* is the  
law of

Law of England and Wales

The *period for reply* is

2 weeks

except that

• The *period for reply* for

is

The following matters will be included in the Early Warning Register

1. The Client's estate may change over the course of the contract and sites may need to be added or removed from the contract.
2. The 39 Victoria Street site has limited space available for support services and services need to be delivered from the space available.
3. The Security requirements change as threats evolve and the service delivered under the contract may need to evolve to meet those changing threats.
4. The occupants of the buildings can change on a regular basis and there will be an ongoing process of organisations moving into and out of the estate.

Early warning meetings are to be held at intervals no  
longer than

4 weeks

## **~~2 The Service Provider's main responsibilities~~**

If Option C or E is  
used

~~The Service Provider prepares forecasts of the total  
Defined Cost for the whole of the service at intervals  
no longer than~~

## **3 Time**

	The <i>starting date</i> is	<input type="text" value="01/12/2025"/>
	The <i>service period</i> is	<input type="text" value="5 years"/>
	The <i>Service Provider</i> submits revised plans at intervals no longer than	<input type="text" value="12 months"/>
If no plan is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Service Provider</i> is to submit a first plan for acceptance is	<input type="text" value="Eight weeks"/>
If a mobilisation plan is required, and no mobilisation plan is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Service Provider</i> is to submit a mobilisation plan for acceptance is	<input type="text" value="Ten Days"/>
	The period after the Contract Date within which the <i>Service Provider</i> is to submit a first demobilisation plan for acceptance is	<input type="text" value="Six months"/>

#### 4 Quality management

The period after the Contract Date within which the <i>Service Provider</i> is to submit a quality policy statement and quality plan is	<input type="text" value="Eight weeks"/>
---	--

#### 5 Payment

	The <i>currency of the contract</i> is the	<input type="text" value="Pound sterling"/>
	The <i>assessment interval</i> is	<input type="text" value="4 weeks"/>
	The <i>interest rate</i> is	<input type="text" value="2"/> % per annum (not less than 2) above the
	<input type="text" value="base"/> rate of the	<input type="text" value="Bank of England"/> bank
If the period in which payments are made is not three weeks and Y(UK)2 is not used	The period within which is payments are made is	<input type="text" value="Four weeks"/>
	The <i>performance table</i> is in	<input type="text" value="Attachment 3 Annex C KPI Pay Mech Model with No Data"/>
If the period for certifying a final assessment is not thirteen weeks	The period for certifying a final assessment is	<input type="text" value="Thirteen Weeks"/>

If Option C is used ~~The *Service Provider's share percentages* and the *share ranges* are~~

<del>share range</del>	<del>Service Provider's share</del>
<del>less than</del>	<input type="text"/> % <input type="text"/> %
<del>from</del>	<input type="text"/> % to <input type="text"/> % <input type="text"/> %
<del>greater than</del>	<input type="text"/> % <input type="text"/> %

~~The Service Provider's share is assessed on (dates)~~

~~If Option C or E is  
used~~

~~The exchange rates are those published in~~



## 6 Compensation events

If Option A is used The *efficiency percentage* is 50%, unless another percentage is stated here, in which case it is  %

If there are additional compensation events These are additional compensation events

## 8 Liabilities and insurance

If there are additional *Client's* liabilities These are additional *Client's* liabilities

(1)

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials, Equipment and equipment provided by the *Client* to the *Service Provider*) and liability for bodily injury to or death of a person (not an employee of the *Service Provider*) arising from or in connection with the *Service Provider* Providing the Service for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Service Provider* arising out of and in the course of their employment in connection with the contract for any one event is

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials, Equipment and the *Client's* equipment is to include cover for Plant and Materials provided by the *Client* for an amount of

If the *Client* is to provide equipment

The insurance against loss of or damage to Plant and Materials, Equipment and the *Client's* equipment is to include cover for equipment provided by the *Client* for an amount of

If the *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property

The *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

If the *Service Provider* is liable for loss of or damage to the Affected Property

The *Service Provider* is liable for loss of or damage to the Affected Property arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are  
to be provided

~~The Client provides these additional insurances~~

~~(1) Insurance against~~

~~Minimum amount of cover  
is~~

~~The deductibles are~~

~~(1) Insurance against~~

~~Minimum amount of cover is~~

~~The deductibles are~~

## Resolving and avoiding disputes

The *tribunal* is

Arbitration

The *arbitration procedure* is

The latest version of the Royal Institution of Chartered Surveyors arbitration procedure in force when the arbitrator is appointed

The place where arbitration  
is to be held is

London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The Royal Institute of Chartered Surveyors

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

39 Victoria Street,  
London,  
SW1H 0EU

Address for electronic  
communications

Name (2)

Address for communications

Quarry House,  
Leeds,  
LS2 7UE

Address for electronic  
communications

The *Adjudicator* is

Name

TBC

Address for communications

TBC

Address for electronic  
communications

TBC

The *Adjudicator nominating body* is

Royal Institute of Chartered  
Surveyors

#### X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used.

The proportions used to calculate the Price Adjustment Factor  
are

1.  linked to the index for
2.  non-adjustable
3.

The *base date* for indices is

The base date is the *starting date* for  
the first *inflation adjustment date* and  
then then the previous *inflation  
adjustment date* for subsequent *inflation  
adjustment dates*

The *inflation adjustment dates* are

The anniversary dates of the *starting  
date*

These indices are

Consumer Price Index

#### ~~X3: Multiple currencies (used only with Option A)~~

~~If Option X3 is used:~~

~~The Client will pay for the items or activities listed below in the currencies stated~~

~~items and activities~~

~~other currency~~

~~total maximum payment  
in the currency~~

~~The exchange rates are those published in~~

~~on  date)~~

#### ~~X4: Performance guarantee~~

~~If Option X4 is used~~

~~The Service Provider provides an ultimate holding company guarantee/provides a  
performance bond (Delete as applicable)~~



If a performance bond is provided

The amount of the performance bond is

## **~~X8: Undertakings to the Client or Others~~**

If Option X8 is used — The ~~undertakings to Others~~ are

provided to

The ~~Subcontractor undertaking to Others~~ are

works

provided to

The ~~Subcontractor undertaking to the Client~~ are works

## **X10: Information modelling**

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Service Provider* is to submit a first Information Execution Plan for acceptance is

3 Months

The minimum amount of insurance cover for claims made against the *Service Provider* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

£5,000,000

The period following the end of the Service Period or earlier termination for which the *Service Provider* maintains insurance for claims made against it arising out of its failure to use the skill and care is

3 Months

## **~~X12: Multiparty collaboration~~**

If Option X12 is use

The *Promoter* is

The ~~Schedule of Partners~~ is in

The *Promoter's objective* is

The Partnering Information is in

### X15: The *Service Provider's* design

If Option X15 is used	The <i>period for retention</i> following the end of the <i>Service Period</i> or earlier termination is	<input type="text" value="Twelve months"/>
	The minimum amount of insurance cover for claims made against the <i>Service Provider</i> arising out of its failure to use the skill and care normally used by professionals designing service similar to the <i>service</i> is, in respect of each claim	<input type="text" value="£5,000,000"/>
	The period following the end of the <i>Service Period</i> or earlier termination for which the <i>Service Provider</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	<input type="text" value="12 Months"/>

### X18: Limitation of liability

If Option X18 is used	The <i>Service Provider's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	<input type="text" value="£5,000,000"/>
	If the <i>Service Provider</i> is liable for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, for any one event is limited to	<input type="text" value="£5,000,000"/>
	If the <i>Service Provider</i> is liable for loss of or damage to the Affected Property, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to the Affected Property for any one event is limited to	<input type="text" value="£5,000,000"/>
	If Option X15 applies, the <i>Service Provider's</i> liability for <i>Service Failures</i> due to its design is limited to	<input type="text" value="£5,000,000"/>
	The <i>Service Provider's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	<input type="text" value="£5,000,000"/>
	The <i>end of liability date</i> is <input type="text" value="12"/> years after the end of the <i>Service Period</i>	

### X19: ~~Termination by either Party (not used with Option X11)~~

If Option X19 is used	The <del>minimum period of service</del> is <input type="text"/> years after the <del>starting date</del>
-----------------------	---

The ~~notice period~~ is

### X23: Extending the Service Period

If Option X23 is used The *maximum service period* is  years after the *starting date*

The *periods for extension* are

Order	<i>period for extension</i> (months)	<i>notice date</i>
-------	--------------------------------------	--------------------

First	<input type="text" value="12"/>	<input type="text" value="01 September 2030"/>
-------	---------------------------------	--

Second	<input type="text" value="12"/>	<input type="text" value="01 September 2031"/>
--------	---------------------------------	--

If there are *criteria for extension*

The *criteria for extension* are

- (1)
- (2)
- (3)

### X24: The accounting periods

~~Option X24 is used and Option C is not used~~

~~The accounting periods are~~

~~If Option X24 is used with Option C~~

~~The accounting periods are the dates stated in the Contract Data of assessment of the Service Provider's share~~

### X27: Project Orders

If Option X27 is used The period within which the Service Provider is to submit a Project Order programme for acceptance is

### X28: Change of Control

If Option X28 is used The required financial position of the controller of the *Service Provider* is in

The *ethical principles of the Client* are in

## **~~X29: Climate change~~**

If Option X29 is used

~~If no climate change plan is identified in part two of the Contract Data~~

~~The period after the Contract Date within which the Service Provider is to submit a first climate change plan for acceptance is~~

## **~~Y(UK)1: Project Bank Account~~**

If Option Y(UK)1 is used

~~The Service Provider is/is not to pay any charges made and to be paid any interest paid by the project bank (Delete as applicable)~~

~~The account holder is the Service Provider/the Parties (Delete as applicable)~~

## **Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

If Y(UK)2 is used and the date on which the final payment becomes due is not fifteen weeks after the end of the Service Period

The period is  weeks

If Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due

The period for payment is

days after the date on which payment becomes due

## **~~Y(UK)3: The Contracts (Rights of Third Parties) Act 1999~~**

If Option Y(UK)3 is used ~~term~~ ~~beneficiary~~

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

~~term~~

~~The provisions of Options Y(UK)1~~

~~beneficiary~~

~~Named Suppliers~~

## **~~Z: Additional conditions of contract~~**

If Option Z is used

~~The additional conditions of contract are~~

## PART TWO DATA PROVIDED BY THE SERVICE PROVIDER

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The *Service Provider* is

Name	EMCOR Group (UK) plc
Address for communications	1 The Crescent, Surbiton, Surrey, KT6 4BN
Address for electronic communications	

The *fee percentage* is

As per <i>Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc.</i>	%
--	---

The *service areas* are

As per <i>Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc.</i>
--

The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

N/A

## 2 The Service Provider's main responsibilities

If the Service Provider is to provide Scope for its plan

The Scope provided by the Service Provider for its plan is in

6. Call-Off Schedule 4 (Call-Off Tender)
- a. Technical Response Envelope - Quality Questionnaire\_EMCCOR Group (UK) plc.pdf
  - b. Social Value Response Envelope - SV Quality Questionnaire\_EMCCOR Group (UK) plc.pdf
  - c. Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope\_EMCCOR Group (UK) plc.xlsx
  - d. AQD1\_EMCCOR Group (UK) plc\_Key Subcontractors.pdf
  - e. AQD2\_EMCCOR Group (UK) plc\_Draft Mobilisation Plan.pdf

## 3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

N/A

If a mobilisation plan is to be identified in the Contract Data

The mobilisation plan identified in the Contract Data is

N/A

## 5 Payment

If Option A, C or E is used

The *price list* is

As per *Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope\_EMCCOR Group (UK) plc*

If Option A or C is used

The tendered total of the Prices is

As per *Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope\_EMCCOR Group (UK) plc.*

## Resolving and avoiding disputes

The *Senior Representatives* of the *Service Provider* are

Name (1)

[REDACTED]

Address for communications

1 The Crescent,  
Surbiton,  
Surrey,  
KT6 4BN

Address for electronic  
communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

1 The Crescent,  
Surbiton,  
Surrey,  
KT6 4BN

Address for electronic  
communications

[REDACTED]

### X10: Information modelling

If Option X10 is used

If an *information  
execution plan* is to be  
identified in the Contract  
Data

The *information execution plan*  
identified in the Contract Data is

N/A

### ~~X29: Climate change~~

If Option ~~X29~~ is used

If a ~~climate change plan~~ is  
to be identified in the  
Contract Data

The ~~climate change plan~~ identified in the  
Contract Data is

[REDACTED]

### Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

~~The project bank is~~

[REDACTED]

~~named suppliers are~~

[REDACTED]

### ~~Data for the Schedule of Cost Components (used only with Options C or E)~~

~~The listed items of Equipment purchased for work on the  
contract, with an on cost charge, are~~

~~Equipment~~ ~~time-related on cost charge~~ ~~per~~  
~~time period~~

[REDACTED]

[REDACTED]

[REDACTED]

The rates for special Equipment are

Equipment \_\_\_\_\_ rate

--	--

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the Service Provider are

category of person \_\_\_\_\_ rate

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The rates for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	rate
As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc.		

### Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc	As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc	As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc

The published list of Equipment is the edition current at the Contract Date of the list published by

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The percentage for adjustment for Equipment in the published list is

	% (state plus or minus)
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The rates for other Equipment are

Equipment	rate
As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc	As per Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope EMCOR Group (UK) plc



**Attachment 5 - Order Form**

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The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Service Provider* are

category of person	rate
N/A	

The rates for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	rate
As per <i>Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc</i>	As per <i>Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc</i>	As per <i>Attachment 4 Pricing Matrix (lot 1c) V6 - Commercial Response Envelope_EMCOR Group (UK) plc</i>