

Bid Pack for Call-Off Competition

Attachment 5 – Order Form

Reference: C328332

UKHSA Wide – Soft Facilities Management Services

Attachment 5 - Order Form

Order Form

CALL-OFF REFERENCE: **C328332** Buyer's contract reference number

THE BUYER: The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency.

BUYER ADDRESS 5th floor, 10 South Colonnade, London, E14 4PU

THE SUPPLIER: OCS Group UK Limited

SUPPLIER ADDRESS: New Century House, The Havens, Ipswich, Suffolk, England, IP3 9SJ

REGISTRATION NUMBER: 03056469

DUNS NUMBER: 230367153

SID4GOV ID: 208147

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 10 January 2025

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

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
1a	<input type="checkbox"/>	ISO 9001, ISO 14001, Cyber Essentials
1b	<input type="checkbox"/>	ISO 9001, ISO 14001 , Cyber Essentials
1c	<input type="checkbox"/>	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
2a	<input type="checkbox"/>	ISO 9001, ISO 14001, Cyber Essentials
2b	<input type="checkbox"/>	ISO 9001, ISO 14001, Cyber Essentials
2c	<input type="checkbox"/>	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
3a	<input type="checkbox"/>	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:

Tick ONE box to apply the appropriate terms to the Call-Off Contract

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

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, but excluding Annexes B and C of the Order Form;
2. Joint Schedule 1 (Definitions and Interpretation) RM6232,
3. Framework Special Terms,
4. C328332_10.0_Core Terms_V1 (herein referred to as Core Terms),
5. All of the joint schedules and call-off schedules set out in Appendix 2 of this document, in that order of precedence,
5. Joint Schedule 5 (Corporate Social Responsibility),
6. Call-Off Schedule 4 (Call-Off Tender),
7. C328332_FINAL_3.01_Attachment_3_Specification_V1.3,
8. C328332_FINAL_3.04_Attachment_3_Annex_B1.2_Porton_Outline_Specification_V3,
9. C328332_FINAL_3.20_Attachment_3_Annex_B2.2_Colindale_Outline_Specification_V2.1,
10. C328332_FINAL_3.26_Attachment_3_Annex_B3.2_Chilton_Outline_Specification_V2.1,
11. C328332_FINAL_8.34_RM6232-Call-Off-Schedule-34-Clarification-Log_V1

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 following Special Terms are incorporated into this Call-Off Contract:

1. SPECIAL TERM 1 – Adding and removing sites

1.1 Subject to Special Term 1.2, during the Contract Period the Buyer may, at its absolute discretion, add or remove any individual Site or any combination of Sites from the scope of this Call-Off Contract.

1.2 Where the Buyer elects to exercise its right pursuant to Special Term 1.1, the addition or removal of any Site shall be implemented in accordance with the variation procedure set out in clause 24 (Changing the contract) of the Core Terms provided that:

1.2.1 the Buyer shall be entitled to add or remove any Site on not less than 30 calendar days' written notice or such other period of time as may be agreed between the Buyer and the Supplier;

1.2.2 the Supplier shall not have any right to reject the addition or removal of a Site;

1.2.3 any impact on the Charges shall be calculated in accordance with the provisions of this Call-Off Contract not exceeding any of the rates and percentages in the Fixed Fee Pricing Matrix as submitted in the Further Competition; and

1.2.4 the Buyer shall have no liability to the Supplier in respect of any costs incurred by the Supplier as a result of the removal of a Site in accordance with this Special Term 1.

1.3 Where any Sites are removed from the scope of this Call-Off Contract pursuant to this Special Term 1 the Supplier must adhere to the exit requirements agreed between the Buyer and Supplier.

1.4 Where a new Site is added to the scope of this Call-Off Contract in accordance with this Special Term 1 the Supplier shall comply with the variation procedure set out in clause 24 (Changing the contract).

1.5 For the avoidance of doubt, the removal of any individual Site or any combination of Sites from the scope of this Call-Off Contract in accordance with this Special Term 1 shall not constitute partial termination of this Call-Off Contract.

1.6 This term does not take precedence over Redundancy Surcharge provisions of Call Off Schedule 29.

EFFECTIVE DATE: 1 April 2025

DATE THE CONTRACT PERIOD COMMENCES: 1 April 2025

MOBILISATION PERIOD: 10 January 2025 – 1 April 2025

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 1st April 2025

CALL-OFF EXPIRY DATE: 31 March 2030

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): Does not apply

TOTAL MAXIMUM CONTRACT PERIOD: 5 years from the contract commencement date

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the C328332_10.0_Core Terms_V1 document.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is capped at £ £3,457,778 Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

The Call-Off Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) and shall be calculated by reference to the total of the Price Matrices set out below:

- C328332_UKHSA_Wide_SoftFM_Chilton_Price_Matrix
- C328332_UKHSA_Wide_SoftFM_Colindale_Price_Matrix
- C328332_UKHSA_Wide_SoftFM_Porton_Price_Matrix

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)

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

CATERING

Upon the commencement of the call-off contract. The Supplier's catering will be chargeable under a cost plus guarantee, more particularly describe in the next section of this document.

Within the first two years of the contract, the Buyer intends to transition the pricing mechanism to concessionary. The Supplier will work with the Buyer during the first two years of the contract term to facilitate this change in pricing mechanism.

CATERING COST PLUS GUARANTEE

For catering, the Call-Off Charges shall be calculated in accordance with Call-Off Schedule 5 Pass Through Costs comprising the following:

1. Reimbursement of Catering Costs
2. A Catering Management Fee and
3. Where achieved, an incentivisation bonus in accordance with KPI: Catering CAT M1

The Supplier shall be entitled to recover the following costs for Catering in accordance with Call-Off Schedule 5 (Call-Off Prices)

- Food
- Cleaning and hygiene products
- Labour
- Catering consumables
- Cash collection services
- Coffee machine lease
- Insurance
- Marketing
- IT Software Licence
- Card Payment Rental

Supplier shall use its purchasing power to negotiate market tested prices. Increased unit costs greater than CPIH annual inflation rates by division: food and non-alcoholic beverages will not be accepted.

The Supplier is responsible for providing a monthly trading statement showing details of income and expenditure. Any claim for payment from the Supplier should be forwarded to the designated officer for scrutiny and approval, who shall, when the claims are found to be correct, certify the amount due for payment to the Supplier.

The Supplier is required to maintain full and proper accounts to submit for Audit purposes and for examination by the Buyer.

The Supplier is required to maintain full and proper books of accounts and supporting documents which will be available for audit by the Buyer or other nominees at any time. Supporting documents must include:

- daily menu book recording quantities or portions of each dish and
- item prepared and sold
- record of purchases and discounts received
- a staff register and attendance record
- daily transactions for all outlets
- costs of labour

INDEXATION

The Supplier may submit an inflationary increase request to the prices and rates, excluding catering and excluding profit, by no later than 60 days prior to the 12-month anniversary of the contract start date. The increase will be capped between 2% and 4.5%, and based on the following blend:

- 65% of increase in the National Living Wage;
- 20% increase in published index EARN02 Average Weekly Earnings - Not Seasonally Adjusted - Growth Excluding bonuses, Excluding arrears, sub index EQQH – Services;
- 7% CPIH annual inflation rates by division: Transport and communication;
- 5% CPIH annual inflation rates by division: Clothing and footwear; and
- 3% CPIH annual inflation rates by division: Miscellaneous

Where each index is reported more frequently than annually (i.e. weekly, monthly or quarterly) figure used will be the average of all periodic published figures between the latest publication and those up to 12 months prior.

In supporting this request, the supplier must provide sufficient evidence to demonstrated that they are bearing such inflationary costs.

In cases of extreme market inflation, the Buyer reserves the right to consider inflationary adjustments outside of the cap and outside of the 12 month fixed price period.

The Supplier may quote billable works based on the current call-off rates (including those that have been subject to inflation); however inflation is not applicable to live Billable Works.

TUPE OPTION

Further competition TUPE risk premium

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	£1001 - £5000
Tier Two Billable Works	£5001 - £10,000
Tier Three Billable Works	£10,001 - £25,000
Tier Four Billable Works	Above £25,000

BILLABLE WORKS NOT REQUIRING APPROVAL

The supplier does not accept Billable Works above the following value per service area, without approval from the Buyer Contract Manager and formal sign-off via the UKHSA governance process.

Billable Service Area	Spend Cap Per Month	Spend Cap Per Year
Catering Services; supply of food and drinks for meeting and event hospitality on the scientific sites, or other buyer sites.	£5,000	£60,000
Landscaping Services; undertaking services or works for gritting, foliage management, tree maintenance and removal, ground works, bird control installations.	£5,000	£60,000



Miscellaneous FM Services & billables; consultancy, reports, kitchen installation or equipment supplies (excluding maintenance and parts), and signage.	£2,000	£24,000
Waste Services; ad-hoc additional call off of waste disposal beyond the specified waste management services, and skip hire.	£2,000	£24,000
Workplace FM Services; ah-hoc Soft services within the workplace environments, including supporting office moves and installation, short term (less than 3 months) hire of temporary storage, window treatments, additional reception services.	£2,000	£24,000
<ul style="list-style-type: none"> For the Billable Service Areas above where the total value of £192,000 has been exhausted within a contract year; authorisation will be sought by the Deputy Director, Scientific Campus Site Management & Engineering, and 	Aggregate Annual Cap for all scientific sites.	£192,000
<ul style="list-style-type: none"> Authorisation will need to be sought for all billable works above the value of £50,000; authorisation will be sought by the Deputy Director, Scientific Campus Site Management & Engineering, and The Commercial Contract Manager 	All billable works	£50,000

If the supplier accepts Billable Work above those caps, without approval from the Buyer Contract Manager and formal sign-off via UKHSA governance process, then the Buyer reserves the right not to pay the supplier for those additional amounts.

BUSINESS CRITICAL EVENTS

Business Critical Events are any issue, incident or critical event where there is a perceived risk to the safety of site staff and visitors.

WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Basic

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER NOTICES

[REDACTED]

BUYER SECURITY REPRESENTATIVE

[REDACTED]

SECURITY OBLIGATIONS AND BUYER'S SECURITY POLICY

The supplier is required to operate in accordance with:

- C328332_FINAL_8.09_RM6232-Call-Off-Schedule-09-Security_24.06.24_V1, and
- C328332_FINAL_Security_requirements_when_working_with_UKSHA_V1, and
- the conditions outlined with the Security Aspects Letter (SAL), and
- other provisions within the contract.

The security obligations set out within the SAL which was entered into by the Buyer during the tender, shall prevail. The Buyer is obliged to satisfy all the conditions within the SAL during the entire term of this contract, along with other terms and conditions set out hereto.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY:

Once per month (exact date to be agreed during mobilisation phase)

PROGRESS MEETING FREQUENCY

Once per quarter (exact date to be agreed during mobilisation phase)

E-AUCTIONS:

[Not Applicable]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

KPI CREDITS AND AT RISK %

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) Excluding CAT M1 KPI, the At Risk % shall be: 6%;
- (ii) For CAT M1 KPI, the At Risk Amount is £25,000 per site per annum

- (iii) For CAT M1 KPI, the Incentive Opportunity Amount is £25,000 per site per annum

OPERATIONAL MANAGEMENT OF KPIS

KPIs will be enforced 6 months after contract commencement date. This is with the exception of the Waste Services KPI (Waste M1) as UKHSA have legal requirement to manage our waste to the standard stated in this contract.

The following conditions will apply:

- CLEAN M2 and CAT M1: The Supplier will be required to devise and agree a customer survey standard templates by the end of the mobilisation phase to be used in delivery of these KPIs

CONCESSION: Not applicable

PERFORMANCE BOND: Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the social value deliverables and performing its obligations under the Call-Off Contract, in accordance with the requirements set out in document:-

C328332_FINAL_5.2_Annex_A_to_Attachment_5_UK_Gov_Social_Value_PPN

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

For and on behalf of the Buyer:

[Redacted signature block for Buyer]

For and on behalf of the Supplier:

[Redacted signature block for Supplier]

APPENDIX 1 – Request to Draw Down Deliverables

PARTIES

1. From **[insert name]** (“Buyer”)
Name: **[insert name]**
Registered Address: **[insert address]**
Region:

1. To (“Supplier”)
Name:
Registered Address:
Registered Number:

Date: **[Day/Month/Year]**

This Request for **[insert Deliverables required]** form, when signed by both Parties, forms the agreement of the SUPPLIER to support the Buyer in providing Services for **[insert Contract name]**

The Buyer requires the following Services as specified in the Specification and associated Annexes, and as per the prices provided by the Supplier in the Price Matrix of the **[insert Contract name]**. The Services are being drawn down as per the Drawn Down Deliverables process detailed in the Order Form.

The Services are required at all of the locations set out in Part A section 2.9 of document C328332_FINAL_3.01_Attachment_3_Specification

Any additional Services required by the Buyer outside of the Services listed below shall be agreed as per the variation process as stated within the Core Terms.

[insert any other relevant details of drawn down deliverables]

Appendix 2

Schedules denoted with a * are to be included within the contract at the point of award, but will only be updated and utilised, as agreed between the Supplier and the Buyer, as required during the contract timeframe

Joint Schedules for **RM6232**

- C328332_FINAL_9.02_RM6232-Joint-Schedule-02-Variation-Form_V1
- C328332_FINAL_9.03_RM6232-Joint-Schedule-03-Insurance-Requirements_V1
- C328332_FINAL_9.04_RM6232-Joint-Schedule-04-Commercially-Sensitive-Information_V1
- C328332_FINAL_9.06_RM6232-Joint-Schedule-06-Key-Subcontractors_V1
- C328332_FINAL_9.07_RM6232-Joint-Schedule-07-Financial-Difficulties_V1.2
- C328332_FINAL_9.08_RM6232-Joint-Schedule-08-Guarantee_V1
- C328332_FINAL_9.10_RM6232-Joint-Schedule-10-Rectification-Plan_V1
- C328332_FINAL_9.11_RM6232-Joint-Schedule-11-Processing-Data_V1
- C328332_FINAL_9.12_RM6232-Joint-Schedule-12-Supply-Chain-Visibility_V1.2

Call-Off Schedules for **RM6232**

- C328332_FINAL_8.01_RM6232-Call-Off-Schedule-01-Transparency-Reports_V1
- C328332_FINAL_8.02_RM6232-Call-Off-Schedule-02-Staff-Transfer_V1
- C328332_FINAL_8.03_RM6232-Call-Off-Schedule-03-Continuous-Improvement_V6
- C328332_FINAL_8.05_RM6232-Call-Off-Schedule-05-Pricing-Details_V1.1
- C328332_FINAL_8.06_RM6232-Call-Off-Schedule-06-ICT-Services_V1.1
- C328332_FINAL_8.07_RM6232-Call-Off-Schedule-07-Key-Supplier-Staff_V1
- C328332_FINAL_8.08_RM6232-Call-Off-Schedule-08-Business-Continuity-and-Disaster-Recovery_V1
- C328332_FINAL_8.09_RM6232-Call-Off-Schedule-09-Security_V3
- C328332_FINAL_8.10_RM6232-Call-Off-Schedule-10-Exit-Management_V1
- C328332_FINAL_8.12_RM6232-Call-Off-Schedule-12-Clustering_V1
- C328332_FINAL_8.13_RM6232-Call-Off-Schedule-13-Mobilisation-Plan-and-Testing_V1
- C328332_FINAL_8.14_RM6232-Call-Off-Schedule-14-Key-Performance-Indicators_V2
- C328332_FINAL_8.15_RM6232-Call-Off-Schedule-15-Call-Off-Contract-Management_V1.1
- C328332_FINAL_8.16_RM6232-Call-Off-Schedule-16-Benchmarking_V1
- C328332_FINAL_8.18_RM6232-Call-Off-Schedule-18-Background-Checks_V1
- C328332_FINAL_8.20_RM6232-Call-Off-Schedule-20-Specification_V1
- C328332_FINAL_8.25_RM6232-Call-Off-Schedule-25-Billable-Works-and-Projects_V1
- C328332_FINAL_8.26_RM6232-Call-Off-Schedule-26-Buyer-Remedies-for-Default-and-Step-In-Rights_V1
- C328332_FINAL_8.27_RM6232-Call-Off-Schedule-27-Accessed-Contracts-and-Construction_V1



- C328332_FINAL_8.28_RM6232-Call-Off-Schedule-28-TUPE-Surcharge_V1
- C328332_FINAL_8.29_RM6232-Call-Off-Schedule-29-Redundancy-Surcharge_V1