

Attachment 5 - Order
Crown Copyright 2022

OFFICIAL-SENSITIVE COMMERCIAL Form



Bid pack attachment 5: Order Form

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

Contract reference: Provision of Total Facilities
Management Services at Phoenix House, Catterick and
Tedworth House, Tidworth.

DIO Reference: 707603451

CCS Salesforce reference number: OPP -17623

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Order Form

CALL-OFF REFERENCE: **707603451**

THE BUYER: **Defence Infrastructure Organisation (DIO)**

BUYER ADDRESS Kentigern House, 65 Brown Street, Glasgow, G2 8EX

THE SUPPLIER: **BAM FM Ltd.**

SUPPLIER ADDRESS: Kelvin House, Buchanan Gate Business Park, Stepps,
Glasgow, G33 6FB

REGISTRATION NUMBER: **SC190053**

DUNS NUMBER: **23-650-
0950**

SID4GOV ID: **N/A**

Buyer guidance: 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.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule then **you must send the updated Schedule** with the Order Form to the Supplier:

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Crown Copyright 2022**OFFICIAL-SENSITIVE COMMERCIAL Form****APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is for the provision of the Call-Off Deliverables and dated 12/04/2023. It's issued under the Framework Contract with the reference number RM6232 for the provision of facilities management services at Catterick and Tidworth Personnel Recovery Centres.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot:

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a	X	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

ORDER 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) Terms	X
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

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. If the documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Joint Schedules and Call Off Schedules, but excluding Annexes B and C of the Order Form;
2. Joint Schedule 1 (Definitions and Interpretation) RM6232
3. Framework Special Term
4. 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - **Call-Off Schedules for RM6232**
 - 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 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Key Performance Indicators)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 25 (Billable Works and Projects)
 - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)

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- Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)
- Call-Off Schedule 28 (TUPE Surcharge)
- Call-Off Schedule 29 (Redundancy Surcharge)
- Call-Off Schedule 33 (Consortium Bids)

1. CCS PSC Core Terms (Version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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: N/A

EFFECTIVE DATE: 12/04/2023

DATE THE CONTRACT PERIOD COMMENCES: 12/04/2023

MOBILISATION PERIOD: 12/04/2023

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE
CONTRACT YEAR 1 COMMENCES: 12/04/2023

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CALL-OFF DELIVERABLES

Provision of Total Facilities management services at Phoenix House, Catterick (Commencing 12/04/2023) and Tedworth House, Tidworth (Commencing 26/04/2023). The details are outlined within the Specification & Annexes and Pricing. Refer to PRC Direct Award Proposal Pack & Supporting Documents

MAXIMUM LIABILITY

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

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DRAWN DOWN DELIVERABLES:

To be confirmed

TARGET COST

Not Applicable

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from 12th April 2023 for Catterick and 26th April 2023 for Tidworth and shall be applied on every yearly anniversary of the start date

Indexation shall be applied to the Baseline Monthly Payment

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

INCLUSIVE REPAIR THRESHOLD

[REDACTED]

BILLABLE WORKS

[REDACTED]

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BILLABLE WORKS NOT REQUIRING APPROVAL

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows: N/A

WARRANTY

The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

CYBER ESSENTIALS

Basic

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles do not apply to this Call-Off Pricing

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE:

BUYER NOTICES

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BUYER SECURITY REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Document Title: Environmental principles policy statement

Date: 31/01/2023

Available online at: [Environmental principles policy statement - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/environmental-principles-policy-statement)

BUYER'S SECURITY POLICY

Document Title: Government Security Policy Framework

Date: December 2022

Available online at: <https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

Phoenix House

[REDACTED]
[REDACTED]

[REDACTED]

Tedworth House

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY:

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

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KEY ROLES/STAFF:

To be provided by the Supplier

KEY SUBCONTRACTORS:

To be provided by the Supplier

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

[REDACTED]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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%:

Not Applicable

CONCESSION:

Not Applicable


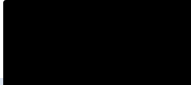


SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender: N/A

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 Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director	Role:	Senior Commercial Manager
Date:	01 June 2023 2:42 PM BST	Date:	01 June 2023 3:10 PM BST

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APPENDIX 1 –

Request to Draw Down Deliverables

PARTIES

1. From (“Buyer”)

Name: Defence Infrastructure Organisation (DIO)

Registered Address: Kentigern House, 65 Brown Street, Glasgow G2 8EX

Region:

1. To (“Supplier”)

Name: BAM FM Ltd

Registered Address: Kelvin House, Buchanan Gate Business Park, Stepps, Glasgow, G33 6FB

Registered Number: SC190053

Date: 31/5/2023

[REDACTED]

[REDACTED]

The Services are required at the following locations:-

Phoenix House, Catterick and Tedworth House, Tidworth



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.

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Signed by:

Buyer

Signed	
Print Name	
Role	Senior Commercial Manager
Organisation	Defence Infrastructure Organisation
Date	01 June 2023 3:10 PM BST

Supplier

Signed	
Print Name	
Role	Managing Director
Organisation	Bam FM
Date	01 June 2023 2:42 PM BST

BAM FM

Signature



Full Name



Title

Operations Director

Date Signed

01 June 2023 | 1:56 PM BST

Certificate Of Completion

Envelope Id: F5E8D172BD944CFCA7895962D6D280B3

Status: Completed

Subject: Complete with DocuSign: RM6232-Attachment-5-Order-Form-v1.0 (UPDATED) MOD.pdf

Source Envelope:

Document Pages: 12

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Record Tracking

Status: Original

Holder:

Location: DocuSign

6/1/2023 1:09:25 PM

Signer Events**Signature****Timestamp**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sent: 6/1/2023 1:25:34 PM

Viewed: 6/1/2023 1:36:17 PM

Signed: 6/1/2023 1:36:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 148.252.141.33

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 1:36:17 PM

ID: bf68dd2e-1a89-4d79-a832-f32a7ca8373e

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(None)

[REDACTED]

Sent: 6/1/2023 1:36:43 PM

Viewed: 6/1/2023 1:55:44 PM

Signed: 6/1/2023 1:56:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 94.5.6.1

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 1:55:44 PM

ID: 93b5cbb6-9d1c-44b6-b599-c40c4a240a7c

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(None)

[REDACTED]

Sent: 6/1/2023 1:56:26 PM

Viewed: 6/1/2023 2:42:04 PM

Signed: 6/1/2023 2:42:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 90.249.183.163

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 2:42:04 PM

ID: 6b46bd88-9f72-4024-8851-b83602e5a2c8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(None)

[REDACTED]

Sent: 6/1/2023 2:42:58 PM

Viewed: 6/1/2023 3:04:58 PM

Signed: 6/1/2023 3:10:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 185.13.50.179

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 3:04:58 PM

ID: d0230849-81dc-4acb-a8a4-8c32ff0d74a8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<div>██████████ ██████████ ████████████████████ ██████████</div>	<div>COPIED</div>	Sent: 6/1/2023 1:25:33 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 1:36:17 PM ID: bf68dd2e-1a89-4d79-a832-f32a7ca8373e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2023 1:25:33 PM
Certified Delivered	Security Checked	6/1/2023 3:04:58 PM
Signing Complete	Security Checked	6/1/2023 3:10:33 PM
Completed	Security Checked	6/1/2023 3:10:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, BAM CONSTRUCT UK LIMITED (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact BAM CONSTRUCT UK LIMITED:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mdrane@bam.co.uk

To advise BAM CONSTRUCT UK LIMITED of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mdrane@bam.co.uk and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from BAM CONSTRUCT UK LIMITED

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mdrane@bam.co.uk and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with BAM CONSTRUCT UK LIMITED

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mdrane@bam.co.uk and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BAM CONSTRUCT UK LIMITED as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BAM CONSTRUCT UK LIMITED during the course of my relationship with you.