Bid pack attachment 5: Order Form

Further competition under Lot 2c of Facilities Management & Workplace Services RM6232

Contract reference: Hard FM Service Procurement – PS/22/205

**Attachment 5 - Order Form**

**Order Form**

CALL-OFF REFERENCE: PS/22/205

THE BUYER: Driver Vehicle and Licensing Agency (DVLA)

BUYER ADDRESS Longview Road, Morriston, Swansea, SA6 7JL

THE SUPPLIER: Mitie FM Limited

SUPPLIER ADDRESS: The Shared, Level 12, London, SE1 9SG

REGISTRATION NUMBER: **03253304**

DUNS NUMBER:       52-568-2399

SID4GOV ID:52-568-2399

APPLICABLE FRAMEWORK CONTRACT**:**

This Order Form is for the provision of the Call-Off Deliverables and dated 24/10/2024.

It’s issued under the Framework Contract with the reference number RM6232 Facilities Management and Workplace Services for the provision of Hard FM Service(PS/22/205).

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 |  | 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:

**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 | ☐ |
| 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, but excluding Annexes B and C of the Order Form;
2. RM6232-Joint-Schedule-1-Definitions
3. Framework Special Terms
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 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data) DVLA
	+ Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **RM6232**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer) v1.0 Hard FM – GLWG amend following clarification questions 290124(106367455)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)V2.0
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ 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)
	+ Call-Off Schedule 22 (Lease Terms) – not in use at Effective date. To be agreed between the Parties if enacted during the term.
	+ 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) GWLG – updated in connection with clarification questions 080324
	+ Call-Off Schedule 29 (Redundancy Surcharge)
	+ Call-Off Schedule 33 (Consortium Bids)
1. RM6232-Core Terms-version 3.0.11
2. Joint Schedule 5 (Corporate Social Responsibility)0
3. Call-Off Schedule 4 (Call-Off Tender)
4. [PS-22-205 Clarification Questions- Final v1.0](https://dft.app.jaggaer.com/esop/ect/filesharing/flist/8893054/11096714/foldersFilesList.si?isOnModification=false&_ncp=1729760589106.674817-1#fh) - save for where there is a conflict and/or ambiguity, whereby the clarification response position shall apply/prevail.

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:

Special Term 1:

For information, in relation to possible Asset Rectification Work. The Supplier will be provided with an asset register and shall undertake an Asset Verification Audit and Data Validation Audit exercises within six (6) months of the contract start date (01/04/2025) as outlined at section 19.21 and 19.22 of the specification document and in conjunction with Call-off Schedule 5 (Pricing Details).

Special Term 2:

If assets handed back to the Buyer from the incumbent supplier are deemed to in a condition which require rectification work or replacement, the Supplier at the discretion of the Buyer will be provided with the opportunity to provide a quotation for the work and if accepted by the Buyer; will be provided funds by the Buyer to undertake this work and ensure identified assets are of an acceptable condition and delivers maintenance and compliance standards as set out.

Special Term 3:

The DVLA have confirmed the requirement of nominated suppliers which requires the bidder to utilise mandated supply chain suppliers for business continuity purposes. The bidder is required to utilise two nominated suppliers.

1. Schneider Electric to provide inclusive maintenance support of the Building Management System. (Schneider: **XXXXXX redacted under FOIA section 40**)
2. CDS to provide the operation and maintenance of CCTV and Access control systems. (CDS contact: **XXXXXX redacted under FOIA section 40**)

Bidders are instructed to contact the suppliers using the contact details stipulated above at point i and ii above.

Special Term 4:

All SLA, Priority and KPIs that are required to be met by the Supplier throughout the duration of the Contract are stipulated in - Annex C – KPIs and Payment Mechanism. The Buyer has agreed a Six (6) month grace period of relief from the contract KPI’s is introduced from commencement of contract and that this will be reviewed, and an extension possibly agreed between the Buyer and Supplier during mobilisation.

Special Term 5:

For information, the DVLA have amended the RM6232 Joint Schedule 11 – Processing data to ensure compliance with Procurement Policy note 03/22. The CCS template does not capture this policy change.

Special Term 6:

The DVLA have applied changes to the suite of documents including the specification of requirement, these changes are denoted by red text.

Special Term 7:

Amendment to Building Regulations for potential project opportunities within this contract:-

Definition:

Building Regulations means the Building Regulations 2010 and/or any legislation or guidance which may amend, supplement, or replace them pursuant to the Building Act 1984;

New clause:

Where the Deliverables (or any of them or group of them together) fall within the definition of 'building work' (or design of any building work) for the purposes of the Building Regulations:

* The Supplier shall comply with all applicable requirements of the Building Regulations: and
* Warrants that it is competent (by reference to any applicable definitions within the Building Regulations) to provide the Deliverables in accordance with the Building Regulations; and
* Where a Principal Designer and Principal Contractor are required to be appointed in respect of the building work (or design work) under the Building Regulations, the Supplier shall, unless agreed otherwise in writing in a Call-Off Contract, be deemed appointed by the Buyer as Principal Designer and Principal Contractor, in which case the Supplier:
	+ shall comply with the duties of such parties under the Building Regulations; and
	+ hereby warrants to the Buyer that it is competent (by reference to any applicable definitions within the Building Regulations) to perform such role in accordance with the Building Regulations.

Special Term 8

The Buyer provided the Supplier with data as detailed within Annex O - Document Sharing Library Folder - Document List V1 at Further Competition for the Supplier to formulate their bid submission price in conjunction with the Scope and supporting annexes. For the avoidance of doubt, this data forms part of the Due Diligence Information for contract purposes.

Special Term 9

The Buyer provided the Supplier with Asset data as detailed within RM6232 Attachment 8 DVLA Asset Register OCT 23. For the avoidance of doubt, this data forms part of the Due Diligence Information for contract purposes. In accordance with Special Term 1, the Supplier has six (6) months from the Start Date (1/4/2025) to verify the information and raise any anomalies or omissions within the dataset to the Buyer.

Special Term 10

The Buyer provided TUPE Information (as defined in Call-Off Schedule 28: TUPE Surcharge) at Further Competition to the Supplier, as detailed within document “RM6232-Attachment-6-TUPE Information v3.0”.

EFFECTIVE DATE: 28/11/2024

DATE THE CONTRACT PERIOD COMMENCES:

MOBILISATION PERIOD: 28/11/2024

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

1/4/2025

CALL-OFF EXPIRY DATE:

31/03/2030

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):

1/4/2030 to 31/03/2031

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):

1/4/2031 to 31/03/2032

TOTAL MAXIMUM CONTRACT PERIOD 1/10/2024 (Mobilisation) to 31/3/2032

CONTRACT AWARD VALUE PERIOD 01/04/2025 – 31/03/2030

**XXXXXX** redacted under FOIA section 43

TOTAL MAXIMUM CONTRACT VALUE 01/04/2025 – 31/03/2030 (DVLA DISCRETIONARY SPEND)

To include Fixed, Variable Cost – Above IRT, Life Cycle Replacement, Projects and **XXXXXX** redacted under FOIA section 43

TOTAL MAXIMUM CONTRACT VALUE INCLUDING EXTENSION PERIODS

01/4/2025-31/03/2032 (DVLA DISCRETIONARY SPEND)

To include Fixed, Variable Cost – Above IRT, Life Cycle Replacement, Projects and **XXXXXX** redacted under FOIA section 43

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 Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **XXXXXX** redacted under FOIA section 43

DRAWN DOWN DELIVERABLES:

Not Applicable

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 below:

**XXXXXX** redacted under FOIA section 43

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:

1. CPI;
2. Specific Change in Law;
3. Benchmarking undertaken in accordance with Call-Off Schedule 16 (benchmarking)
4. Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms)

TARGET COST

Not Applicable

PAYMENT METHOD

1. Please refer to Annex A - DVLA invoicing procedures
2. Purchase order numbers will need to be communicated from DVLA to the supplier on each work order. The purchase order number will need to be quoted on each invoice from the supplier.

BUYER’S INVOICE ADDRESS:

Shared Services Arvato

Email: **XXXXXX** redacted under FOIA section 40

Postal Address: Shared Services Arvato 5 Sandringham Park Swansea Vale

SA7 0EA

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply, as agreed below, from 01/04/2026 and shall be applied on every yearly anniversary thereafter. Indexation shall be applied to all Prices and Rates within the Price Book.

The treatment of indexation during the lifecycle of the contract will be based on CPI only and as defined by the Bank of England.  The specific rate of indexation to be applied will be subject to discussions and agreement between both parties.  However, year one costs must not exceed CCS rate card prices for standard services. Any National Living Wage (NLW) considerations will need to be factored into the suppliers bid proposal and will not considered on an annual basis with CPI only to apply.

For the avoidance of doubt, the Inclusive Repair Threshold (IRT) value will also be subject to CPI.

PASS THROUGH COSTS

Not Applicable

CORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Further Competition TUPE Risk Premium (option 2)

INCLUSIVE REPAIR THRESHOLD

**XXXXXX** redacted under FOIA section 43

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 - £5000 |
| Tier Two Billable Works  | £5001 - £15,000 |
| Tier Three Billable Works  | £15,001 - £100,000 |
| Tier Four Billable Works  | Above £100,001 |

BILLABLE WORKS NOT REQUIRING APPROVAL

**XXXXXX** redacted under FOIA section 43

BUSINESS CRITICAL EVENTS

Business critical events would include but not be limited to; Substantial Power Failure, Flood, Fire, Explosion, Collapse, Storm damage and any event that would severely impede the normal operations of the Buyer’s business.

**XXXXXX** redacted under FOIA section 43

WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Basic

BUYER’S AUTHORISED REPRESENTATIVE**:**

**XXXXXX redacted under FOIA section 40**

Head of Hard Services

**XXXXXX redacted under FOIA section 40**

BUYER SECURITY REPRESENTATIVE

**XXXXXX redacted under FOIA section 40**

Head of Physical Security & PFI

**XXXXXX redacted under FOIA section 40**

BUYER’S ENVIRONMENTAL POLICY

Appended at Annex D Corporate Environmental Policy

BUYER’S SECURITY POLICY

Appended at Annex J DVLA Physical Security Policy

SUPPLIER’S AUTHORISED REPRESENTATIVE

**XXXXXX redacted under FOIA section 40**

Managing Director – Central Government

**XXXXXX redacted under FOIA section 40**

SUPPLIER’S CONTRACT MANAGER

**XXXXXX redacted under FOIA section 40**

Account Director

**XXXXXX redacted under FOIA section 40**

PROGRESS REPORT FREQUENCY:

To be discussed within mobilisation

PROGRESS MEETING FREQUENCY

To be discussed within mobilisation

KEY ROLES/STAFF:

**XXXXXX redacted under FOIA section 40**

Account Director

**XXXXXX redacted under FOIA section 40**

[details to be confirmed between the Parties following the application of TUPE]

Head of Projects and Billable Works

[details to be confirmed between the Parties following the application of TUPE]

Head of Hard Services

KEY SUBCONTRACTORS:

Not Applicable

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION**:**

Appended at Joint Schedule 4 Commercially Sensitive Information.

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%:

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:  6 % ; and

(ii) the Earn Back % shall be: 100% and shall apply to the service period of 1 month and not extend beyond that.

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 following social value commitments as were provided for in its Tender:

1. Annex C KPI Pay Mech Model – Social Value KPI Measures
2. Attachment 3 Specification – Work Package C: Social Value
3. Alignment to Evaluation Questions – Q6 & Q7

**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: **XXXXXX redacted under FOIA section 40** |  | Signature: **XXXXXX redacted under FOIA section 40** |  |
| Name: **XXXXXX redacted under FOIA section 40** |  | Name: **XXXXXX redacted under FOIA section 40** |  |
| Role: Chief Legal Officer |  | Role: Interim Chief Executive Officer |  |
| Date: 28 November 2024 |  | Date: 28 November 2024 |  |