

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: **712424450**

THE BUYER: UK Strategic Command – Defence Digital

BUYER ADDRESS MOD Corsham, Bldg 405, Westwells Road,  
Corsham, Wiltshire, SN13 9NR

THE SUPPLIER: McAndrew Martin Limited

SUPPLIER ADDRESS: Trafalgar House, 11 Acorn Business Centre,  
Northarbour Road, Cosham, Hampshire, PO6 3TH

REGISTRATION NUMBER: 06844071

DUNS NUMBER: 215561105

DPS SUPPLIER REGISTRATION SERVICE ID: **SQ-BZ776S4**

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 2<sup>nd</sup> August 2024.

It's issued under the DPS Contract with the reference number **RM6264** for the provision of **Facilities Management and Workplace Services**, specifically "DSRS Site 1 Uplift Works".

### DPS FILTER CATEGORIES:

- Asbestos Management
- Building Information Modelling (BIM) and Government Soft Landings (GSL)
- Condition surveys
- Display Energy Certificates (DECs)
- Electrical Testing
- Energy Performance Certificates (EPCs)
- Fire Risk Assessments
- Miscellaneous Surveys, Audits and Testing Services
- Permit to Work (PtW)
- Portable Appliance Testing (PAT)
- Radon Testing Services
- Statutory Inspections
- Water hygiene maintenance

## **ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6264**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6264
    - 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)
    - including Annex 5 – Optional Terms for Bronze Contracts
    - ~~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)
  - Order Schedules for RM6264
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 6 (ICT Services)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Amendments to this Schedule in respect of Bronze Contracts as per paragraph 10 of Part A
    - Order Schedule 9 (Security) - Finalised Security Plan to be provided within 20 days of Contract Award
    - Order Schedule 10 (Exit Management) - Schedule included, but Exit Plan will not be required to be produced until Phase 2.
    - Order Schedule 11 (Installation Works) - Acceptance of installation will be on the basis of Supplier delivering to the relevant and required standards, as noted in the Specification
    - ~~Order Schedule 12 (Clustering)~~

## **DPS Schedule 6 (Order Form Template and Order Schedules)**

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- Order Schedule 13 (Implementation Plan and Testing)
- Order Schedule 14 (Service Levels)
- Order Schedule 15 (Order Contract Management)
- Order Schedule 16 (Benchmarking)
- Order Schedule 17 (MOD Terms)
- Order Schedule 18 (Background Checks)
- ~~Order Schedule 19 (Scottish Law)~~
- Order Schedule 20 (Order Specification)
- ~~Order Schedule 21 (Northern Ireland Law)~~
- ~~Order Schedule 22 (Lease Terms)~~
- Order Schedule 23 (HMRC Terms)
- Order Schedule 24 (Supplier Furnished Terms)
- Order Schedule 25 (Billable Works and Projects) (May be required for PHASE 2, but not applicable for Phase 1)
- Order Schedule 26 (Buyer Remedies for Default and Step in Rights)
- Order Schedule 27 (Construction Contracts)

5. CCS Core Terms (DPS version) v1.0.03

6. Joint Schedule 5 (Corporate Social Responsibility) RM6264

7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### **ORDER SPECIAL TERMS**

The following Special Terms are incorporated into this Order Contract:

- Attachment 3 - Specification
- Annex A to the Specification – Security Aspects Letter
- Annex B to the Specification – Cyber Security Questionnaire
- Annex C to the Specification – Capability Assessment

EFFECTIVE DATE: 13<sup>th</sup> August 2024

DATE THE CONTRACT PERIOD COMMENCES: 13<sup>th</sup> August 2024

MOBILISATION PERIOD: 13<sup>th</sup> August 2024 to 16<sup>th</sup> August 2024

START DATE / DATE THE ORDER CONTRACT INITIAL PERIOD COMMENCES /  
DATE CONTRACT YEAR 1 COMMENCES: 13<sup>th</sup> August 2024

DATE ORDER CONTRACT INITIAL PERIOD ENDS: 30<sup>th</sup> April 2025

ORDER CONTRACT OPTIONAL EXTENSION PERIOD 1 (start and end dates): 1<sup>st</sup> May 2025 to 31<sup>st</sup> August 2025

ORDER CONTRACT OPTIONAL EXTENSION PERIOD 2 (start and end dates): 1<sup>st</sup> September to 31<sup>st</sup> December 2025

TOTAL MAXIMUM CONTRACT PERIOD 12<sup>th</sup> August 2024 to 31<sup>st</sup> December 2025

## **ORDER CONTRACT DELIVERABLES**

See details in “1 - 20240805 - RM6264-Attachment-3-Specification - Site 1 Requirement – OSC” and Order Schedule 20 (Order Specification)

## **MAXIMUM LIABILITY**

The limitation of liability for this Order 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 **£82,920.00**.

## **ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

## **REIMBURSABLE EXPENSES**

### **Travel and Sustenance Fees**

- Based on 5 visits to site per person, 2 people attending per visit
- Mileage – [REDACTED]
- Accommodation - [REDACTED]
- Subsistence - [REDACTED]

## **TARGET COST**

Where the Charges are calculated on the basis of target cost:

The maximum margin shall be: [REDACTED]

Target Price Maximum Cap [REDACTED]

## **PAYMENT METHOD**

Payment will be made via BACS Transfer, via the Contracting, Purchasing and Finance (CP&F) / Exostar Platform.

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The Supplier shall issue electronic invoices upon delivery (for equipment) and quarterly in arrears (for Services). The Buyer will pay the Supplier within 30 calendar days of receipt of a valid, undisputed invoice.

All invoices must include the Contract number (**712424450**) and CP&F Purchase Order Number TBC.

Invoice(s) will be uploaded to CP&F/Exostar upon delivery of the relevant services/deliverables, within 90 days.

### BUYER'S INVOICE ADDRESS:

[REDACTED]

Assistant Head of Commercial and Project Manager

[REDACTED] and [REDACTED]

MOD Corsham, Building 405, Westwells Road, Corsham, Wiltshire, SN13 9NR

### INDEXATION

Not Applicable

### PASS THROUGH COSTS

Not Applicable

### MORE FAVOURABLE COMMERCIAL TERMS

For this DPS these will only apply to Pass Through Costs

### INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: [REDACTED]

N.B There are no anticipated Repair Thresholds as the project will have deliverables or go through change.

### BILLABLE WORKS

All changes / additional work shall be approved by the authority prior to commencement. Therefore no 'Billable Works' will be included here for Phase 1.

The below table will be updated (if required) for Phase 2:

Tier Two Billable Works	[REDACTED]
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Tier Three Billable Works	
Tier Four Billable Works	

## **BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is:

## **BUSINESS CRITICAL EVENTS**

Business Critical Events are as follows: None, unless otherwise agreed in adhoc meetings.

## **WARRANTY**

The Supplier must provide Deliverables with a warranty of at least 180 insert number of days from Delivery against all obvious defects.

## **CYBER ESSENTIALS**

## **BUYER'S AUTHORISED REPRESENTATIVE**

**Assistant Head of Commercial**

MOD Corsham, Building 405, Westwells Road, Corsham, Wiltshire, SN13 9NR

## **BUYER'S ENVIRONMENTAL POLICY**

Document Name: Management of environmental protection in defence (JSP 418);  
version dated 20 October 2016

available online at: <https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

## **BUYER'S SECURITY POLICY**

**Security Aspects Letter** – Version 1, dated 2<sup>nd</sup> August 2024; Appended at ANNEX B to the Specification.

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

## **DPS Schedule 6 (Order Form Template and Order Schedules)**

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**Name:** [REDACTED]

**Role:** [REDACTED]

**Email Address:** [REDACTED]

**Address:** Trafalgar House, 11 Acorn Business Centre, Northarbour Road, Cosham, Hampshire, PO6 3TH

### **SUPPLIER'S CONTRACT MANAGER**

**Name:** [REDACTED]

**Role:** [REDACTED]

**Email Address:** [REDACTED]

**Address:** Trafalgar House, 11 Acorn Business Centre, Northarbour Road, Cosham, Hampshire, PO6 3TH

### **PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar week

### **PROGRESS MEETING FREQUENCY**

Adhoc – as and when required. The Authority will give adequate notice period.

### **KEY STAFF**

Key staff: delivery:

[REDACTED]

Organisation key staff:

[REDACTED]

**All requests for information / approvals etc., should be sent to Matt Southwick in the first instance:**

**Name:** [REDACTED]

**Role:** [REDACTED]

**Email Address:** [REDACTED]

**Address:** Trafalgar House, 11 Acorn Business Centre, Northarbour Road, Cosham, Hampshire, PO6 3TH

### **KEY SUBCONTRACTOR(S)**

[REDACTED]

## **E-AUCTIONS**

Not applicable

## **COMMERCIALLY SENSITIVE INFORMATION**

- Costs of delivery for Phase 1 works including but not limited to rates of individuals
- Sub-contract costs of delivery for phase 2
- MML overall costs and sub elements for phase 2 and any subsequent approved works

## **SERVICE CREDITS**

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: [REDACTED]

The Service Period is: **one Month**

A Critical Service Level Failure is: 3 instances of failure to meet Service Levels

## **ADDITIONAL INSURANCES**

Not applicable

## **GUARANTEE**

Not applicable

## **SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	Assistant Head of Commercial - Networks
Date:	13 <sup>th</sup> August 2024	Date:	13 <sup>th</sup> August 2024