



Order Form - Lot 1b of Facilities Management & Workplace Services RM6232

Contract reference: Provision of Facilities Management Services at the Competition and Markets Authority (CMA)

Contract reference: PROC-540-2023

Attachment 5 - Order Form

Order Form

CALL-OFF REFERENCE: PROC-540-2023

THE BUYER: Competition and Markets Authority

BUYER ADDRESS Competition and Markets Authority
The Cabot,
25 Cabot Square,
London,
E14 4QZ

THE SUPPLIER: Emcor UK

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

COMPANY REG NUMBER: 806888

DUNS NUMBER: 21-033-0247

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 27th June 2023.

It's issued under the Framework Contract with the reference number RM6232 Facilities Management Workplace Services.

CALL-OFF LOT:

This Call-Off Contract is in relation to the following Lot 1b

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1b	x	ISO 9001, ISO 14001, 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	<input checked="" type="checkbox"/>
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)
3. Framework Special Term
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6232
 - CCS PSC Core Terms (Version 3.0.11)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - 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 4 (Call off Tender)
 - 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)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Key Performance Indicators)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Supplier Furnished Terms)
 - 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)
 - Call-Off Schedule 31 (Collateral Warranty Agreements)
 - ~~Call-Off Schedule 33 (Consortium Bids)~~

1. 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: None

EFFECTIVE DATE:

Tuesday 27th June 2023

DATE THE CONTRACT PERIOD COMMENCES:

Sunday 1st October 2023

Framework Ref: RM6232

Project Version: v0.1

Model Version: v3.7

MOBILISATION PERIOD:

From Tuesday 27th June 2023 to Sunday 1st October 2023.

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

Sunday 1st October 2023

DATE CALL-OFF INITIAL PERIOD ENDS:

Wednesday 30th September 2026 (Three (3) years following contract commencement)

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

1st October 2026 to 30th September 2027 (3+1)

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

1st October 2027 to 30th September 2028 (3+1+1)

TOTAL MAXIMUM CONTRACT PERIOD

1st October 2023 to 30th September 2028

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off 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 planned deliverables (Excluding VAT) is:

£1,294,016.17

DRAWN DOWN DELIVERABLES:

CMA current plans of expansion requires the move of services and teams outside of London, these moves are based on the Government plans of expansion to other Devolved Nations and cities within England, for this reason services within the new buildings are a necessity to move forward.

Attachment 5 - Order Form

Crown Copyright 2022

There are currently CMA offices in the following locations:

- Manchester
- Darlington
- Cardiff
- Belfast
- London
- Edinburgh

These locations are subject to potential change and services may be extended to these locations if required and agreed amongst all parties and any such adjustments shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be agreed and calculated in accordance with the provisions relating to the Charges and the Framework Prices set at point of tender.

CALL-OFF CHARGES

For the avoidance of doubt, the overall contract value is £8.6m made up of both fixed and variable spend – Excluding VAT.

See details in:

Call-Off Schedule 5 Pricing - Annex A-Fixed Fee Pricing Matrix

TARGET COST

Not Applicable

PAYMENT METHOD

The price for services provided to date via monthly payment via a Purchase Order following a meeting of all costs including any billables and once agreed.

Competition & Markets Authority
The Cabot
25 Cabot Square
London
E14 4QZ

Accounts Payable at the following email address: invoices@cma.gov.uk

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from 1st October 2024 and shall be applied on every yearly anniversary of Contract Commencement.

Indexation shall be applied to the Baseline Monthly Payment.

PASS THROUGH COSTS

Not Applicable

TUPE OPTION

Option 2- Further Competition TUPE Risk Premium – Call-Off-Schedule-28-TUPE-Surcharge-v1.0

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: £0

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 - £10,000
Tier Three Billable Works	£10,001 - Above

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: £0.00

BUSINESS CRITICAL EVENTS

Business Critical Events are events or occurrences that pose immediate risk to Health and Safety, in accordance with the CMA Business Continuity Plan.

WARRANTY

The Supplier must provide Deliverables with a warranty of at least 12 months from Delivery against all obvious defects.

CYBER ESSENTIALS

Basic Cyber Essentials

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles apply to this Call-Off shall be:

- being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle"

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Director Facilities Management

[REDACTED]

[REDACTED]

Property Commercial & Performance Manager

[REDACTED]

BUYER NOTICES

[REDACTED]

Director Facilities Management

[REDACTED]

[REDACTED]

Property Commercial & Performance Manager

[REDACTED]

[REDACTED]
Facilities Management Coordinator and Contract Manager
[REDACTED]
[REDACTED]

[REDACTED]
Senior Facilities Management Officer
[REDACTED]
[REDACTED]

BUYER SECURITY REPRESENTATIVE

[REDACTED]
Head of Security
[REDACTED]
[REDACTED]

BUYER'S SECURITY POLICY

[Government Property Data Standard: GovS004-PDs010](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
National Operations Director
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Account Director
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY:

- By the fifth working day of each calendar month report covering all costs in that period with full transparency backing data
- On the fifth working day of each calendar month KPI Pay mech report showing delivery against Key performance indicators
- In line with Management information requirement monthly reports covering all detailed required shared by the fifth working day of each month In line wit
- Management information requirement Quarterly reports, with trend data covering all detailed required shared by the fifteenth working day of each Quarter

- Continuous improvement plan and Management information requirement with trend data covering all detailed required shared by the twentieth working day of each year.

PROGRESS MEETING FREQUENCY

- By the 8th working day of each month a meeting to agree KPI Pay mech report as well as all costs including billables
- Operational Monthly meeting by the 10th working day of each month.
- Quarterly meeting by the 20th Working Day of each quarter.
- Annual strategic meeting with key stakeholders held by 25th working day of each year.

KEY ROLES/STAFF:

Level	Management role	Key elements of the role and benefits
Strategic	National Operations [REDACTED]	High-level strategic direction (including ensuring support from EUK central functions), strategic alignment & support from other portfolio accounts such as RSA and DHSC. <i>Annual account review with the CMA</i>
Strategic & Tactical	Account Director [REDACTED]	Overall responsibility for management and performance of the account, ensuring all parts of the FM delivery model drive consistent quality, will lead to strategic direction and continuous improvement. <i>Quarterly account review with the CMA</i>
Strategic & Tactical	SMEs supporting key areas include: <ul style="list-style-type: none"> • Energy • HSEQ • Technical compliance • Projects • IT & Systems • Social Value 	[REDACTED] will arrange for subject matter experts to support the CMA account as required to drive quality and improvement. This will include; a senior technical compliance manager to oversee all aspects of Hard FM and compliance, an IT & systems manager to support the setup and ongoing maintenance of the CAFM system and One Data World reporting, an Energy and Sustainability team to drive new initiatives and offer wider support to the contract HSEQ Manager <i>Quarterly account review with the CMA or other specific meetings (as required)</i>
Tactical & Operational	Account Manager [REDACTED]	Day-to-day responsibility for Operations on the account, based in London with regular visits to Manchester. The focus will be on people management across the teams and operational efficiency. <i>Monthly account review with the CMA</i>

KEY SUBCONTRACTORS:

[illegible]

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

EMCOR UK's Tender Submission Documents as listed in Joint Schedule 4 (Commercially Sensitive Information) ;

- Call-Off-Schedule-5-Pricing-Annex A-Fixed Fee Pricing Matrix V3.0.xls
- Annex 2.1a CMA M&A Programme
- Annex 2.1b CMA M&T Team Organogram
- Annex 2.2a CMA Team Organogram
- Annex 2.10a Helpdesk & CAFM Flow Diagram
- Attachment 2 – Annex 3 Social Value
- EMCOR Quality Clarifications Final
- EMCOR UK Commercial Clarifications Post ITT v3 230523

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 6% AND EARN BACK 100%:

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%
- (ii) the Earn Back % shall be: 100%

CONCESSION:

Not Applicable

COLLATERAL WARRANTIES

N/A If (Collateral Warranties) is used:

The Supplier enters into collateral warranty agreements in favour of.....

The Supplier procures collateral warranties from the Subcontractors identified below:

-
-

in favour of:

- the Authority; and.....
-

PERFORMANCE BOND

Not Applicable

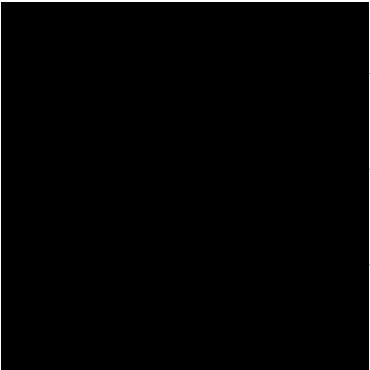
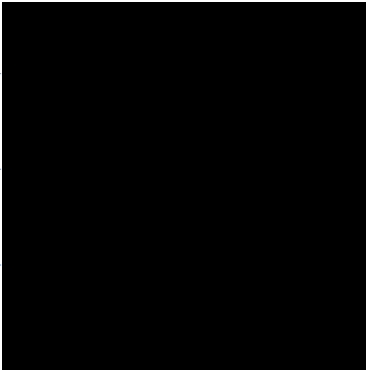
SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the *Call-Off* Contract, it will comply with the social value commitments within *Call- Off* Schedule 4 (*Call off* Tender) as submitted at 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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	