Attachment 5: Order Form

Contract Title: Provision of Total Facilities Management Services at The National Archives –

Contract reference: CCZ124A02

**Attachment 5 - Order Form**

**Order Form**

CALL-OFF REFERENCE: CCZI24A02

THE BUYER: **The National Archives**

BUYER ADDRESS Kew, Richmond, Surrey TW9 4DU

THE SUPPLIER: Equans Services Limited

SUPPLIER ADDRESS:1st Floor, Neon

Q10 Quorum Business Park

Benton Lane, Newcastle upon Tyne   NE12 8BU

REGISTRATION NUMBER:00598379

DUNS NUMBER:       225072453

APPLICABLE FRAMEWORK CONTRACT**:**

This Order Form is for the provision of the Call-Off Deliverables and dated 29 April 2025

It is issued under the Framework Contract RM6232 Facilities Management and Workplace Services for the provision of Facilities Management and Workplace 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 |  | ISO 9001, ISO 14001, Cyber Essentials |
| 1b | Checkbox Ticked with solid fill | 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:

|  |  |
| --- | --- |
| **Contract Type** | **Tick to apply applicable terms:** |
| Annex A – CCS Public Sector Contract (PSC) Core Terms and Schedules | Checkbox Ticked with solid fill |
| 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. Joint Schedule 1 (Definitions and Interpretation) RM6232
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 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)

* Call-Off Schedules for **CCZI24A02**
  + 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 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 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 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 33 (Consortium Bids)

1. CCS PSC Core Terms (Version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 4 (Call-Off Tender)

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 - The supplier is required to have ISO 27001:2022 Information Security Accreditation

Special Term 2 –

EFFECTIVE DATE: TBC 6 May 2025

DATE THE CONTRACT PERIOD COMMENCES: 6 May 2025

MOBILISATION PERIOD: From 01/05/2025

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 01/09/2025

CALL-OFF EXPIRY DATE: 31/08/2032

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 01/09/2032 to 31/08/2033

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 01/09/2033 to 31/08/2034

CALL-OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates): 01/09/2034 to 31/08/2035

TOTAL MAXIMUM CONTRACT PERIOD 01/09/2025 to 31/08/2035

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£2.5million (ex VAT)

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:

[insert the winning suppliers pricing matrix for reference].

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. Indexation;
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)

PAYMENT METHOD

BACS, details to be inserted at contract award

BUYER’S INVOICE ADDRESS:

The National Archives

Finance Payments Team

financepayments@nationalarchives.gov.uk

Kew, Richmond, Surrey TW9 4DU

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from 01/09/2026 and shall be applied on every yearly anniversary thereafter.

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

Further Competition TUPE Risk Premium

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: £1,500 (excluding VAT)

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 - £10,000 |
| Tier Two Billable Works | £10001 - £20,000 |
| Tier Three Billable Works | £20,001 - £50,000 |
| Tier Four Billable Works | Above £50,000 |

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: NIL

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows: None

WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Plus

BUYER’S AUTHORISED REPRESENTATIVE**:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER NOTICES

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER SECURITY REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

Available online at [Our policies - The National Archives](https://www.nationalarchives.gov.uk/about/our-role/plans-policies-performance-and-projects/our-policies/)

BUYER’S SECURITY POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

As specified in Call Off Schedules 1 and 15

PROGRESS MEETING FREQUENCY

As specified in Call Off Schedules 1 and 15

KEY ROLES/STAFF:

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTORS:

N/A

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION**:**

Submitted tender and commercial information

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

N/A

SERVICE PERIOD:

TheService Period for the purposes of Call-OffSchedule 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.

CONCESSION:

Not Applicable

COLLATERAL WARRANTIES

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 response.

**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: |  |

[execution by seal / deed where required by the Buyer].

**Appendix 2**

**CONTRACT DATA**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**