**Version Control**

|  |  |  |
| --- | --- | --- |
| **Version Number** | **Release Date** | **Comments** |
| v 1.0 | 28/10/17 | Baseline |
| v 1.1 | 12/11/17 | DLAP amends |
| v1.2 | 13/11/17 | CCS Policy consistency with ITT |
| v1.3 | 15/11/17 | DLAP amends |
| V1.4 | 16/11/17 | CCS Policy consistency with Core Terms |

**CROWN COMMERCIAL SERVICE**

**and**

**SUPPLIER**

**FACILITIES MANAGEMENT SERVICES FRAMEWORK AGREEMENT**

**AGREEMENT REF: RM3830**

**FRAMEWORK Schedule 6:**

**Order FORM Template AND CALL-OFF SCHEDULES**

**[Part A - Order Form Template]**

**Contract Number:** [ ]

**From the ("Buyer "): [ ]**

**To the ("SUPPLIER")**

**Name: [ ]**

**Registered Address: [ ]**

**Registered Number: [ ]**

**DUNS Number: [….]**

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. The text below should be copied into any electronic order forms.

Where Call-Off Schedule 18 (Clustering) is selected then the Deliverables shall also be provided for the benefit of the following [Cluster Members]:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Cluster Member | Services to be provided | Duration | Special Terms |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM [XXXX] and dated [Day Month Year] for the provision of facilities management services.

**CALL-OFF LOT(S):***[Guidance Note: Insert the relevant lot numbers]*

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 |
| 1b |  | ISO 9001, ISO 14001 |
| 1c |  | ISO 9001, ISO 14001, ISO 27001, ISO 44001 |
| 2 |  | ISO 9001, ISO 14001, ISO 27001, ISO 44001 |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The CCS Core Terms (v.1.0) and Joint Schedule 1 (Definitions)*.*
3. The following Schedules:

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

[Joint Schedule [6 (Key Sub-Contractors) ]

[Joint Schedule [7 (Guarantee) ]

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer)

[Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) ]

[Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]

[Call-Off Schedule 2: Part C (No Staff Transfer On Start Date) ]

[Call-Off Schedule 2: Part D (Pensions) ]

[ - Annex D1 (CSPS) ]

[ - Annex D2 (NHSPS) ]

[ - Annex D3 (LGPS) ]

Call-Off Schedule 2: Part E (Staff Transfer on Exit)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 5 (Key Staff ) ]

[Call-Off Schedule 6 ( ICT Services Terms) ]

[Call-Off Schedule 7 (Business Continuity and Disaster Recovery) ]

[Call-Off Schedule 8 (Security) ]

[Call-Off Schedule 9 (Mobilisation Plan and Testing) ]

[Call-Off Schedule 10 (Key Performance Indicators) ]

[Call-Off Schedule 11 (Contract Management) ]

[Call-Off Schedule 12 (Benchmarking) ]

[Call-Off Schedule 13 (Exit Management) ]

[Call-Off Schedule 14 (MoD Terms) ]

[Call-Off Schedule 15 (Facilities Management) ]

[Call-Off Schedule 16 (Concession Agreement) ]

[Call-Off Schedule 17. (Collateral Warranty Agreements) ]

[Call-Off Schedule 18. (Clustering) ]

[Call-Off Schedule 19 (TUPE Surcharge) ]

[Call-Off Schedule 20. (Performance Bond) ]

[Call-Off Schedule 21. (Call-Off Pricing ) ]

1. Joint Schedule J5 (Corporate Social Responsibility).
2. [Call-Off Schedule 4 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.]

[*Guidance note: Please amend each optional/ special schedule and reference here as applicable. Link to be provided to the Buyer where the additional schedules are held online].*

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**CALL-OFF SPECIAL TERMS:**

The following Special Terms shall be incorporated into this Call-Off Contract:

[S1. *Guidance Note:* *Insert terms to revise or supplement Core Terms* ]

[S2. ]

[S3. ]

[None]

**CALL-OFF START DATE:** [Day Month Year]

**CALL-OFF EXPIRY DATE:** [Day Month Year]

**CALL-OFF INITIAL PERIOD:** [NN Years ]

**CALL-OFF DELIVERABLES:**

The following Deliverables shall be provided under this Call-Off Contract:

|  |  |  |
| --- | --- | --- |
| **[Type of Deliverable]** | **[Location]** | **[Further Description]** |
|  |  |  |
|  |  |  |
|  |  |  |

[The location of the provision of certain Deliverables is not fixed on the Start Date however the Buyer is aware that the following parameters may apply to its requirements for these Deliverables:

* [The locations of the provision of the Deliverables will be within the following description: [     ]
* The duration for the provision of these Deliverables will be over the following period: [ ]
* The guaranteed [minimum] [maximum] volume of these Deliverables will be as follows: [ ]
* The volume tolerance which will apply to the requirements for these Deliverables will be: [     ]
* The pricing provisions that will apply to the provision of these Deliverables will be: [***Insert any specific pricing provisions that will apply and which are based on the prices set out in Framework Schedule 3 (Framework Prices) such as stage payments***]]

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically:

[***Set out parameters for potential adjustment such as closure of existing buildings, opening of new buildings, flex of Deliverables provided in one building such that they can be relocated to other buildings and any extension of provision of Deliverables in a building***]

Any such adjustments shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

[OR]

[Are outlined in Call-Off Special Schedule X (if too complex to detail in this form)]

**CALL-OFF CHARGES:**

[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:

(i) indexation;

(ii) Specific Change in Law;

(iii) benchmarking undertaken in accordance with Call-Off Schedule 12 (Benchmarking).]

[All changes shall be subject to procedures which are equivalent to paragraphs 4, 5 and 6 in Framework Schedule 3 (Framework Prices).]

**METHOD OF PAYMENT**

**[BACS to account [ ] at [ ] [Bank / Building Society]]**

**[Government Procurement Card** (where selected then the Supplier shall pay any associated merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this from CCS or the Buyer)]

**BUYER INVOICING ADDRESS:**

[Name] [Position] [Email] [Address]

**BUYER AUTHORISED REPRESENTATIVE:**

[Name] [Position] [Email] [Address] [Telephone]

**BUYER NOTICES**

[Name] [Position] [Email] [Address]

**BUYER SECURITY POLICY:**

[Document Name] [Version] [Date] [Available Online at:] or [Appended at Call-Off Special Schedule X]

**PROGRESS REPORT FREQUENCY:**

**[**On the first Working Day of each calendar month]

**PROGRESS MEETING FREQUENCY:**

[Quarterly on the first Working Day of each quarter]

**KEY STAFF:**

[Name] [Position] [Email] [Address]

**KEY SUB-CONTRACTORS:**

[Name]

**E-AUCTIONS:**

[Not Applicable] or

[The Buyer shall be entitled to include an electronic reverse auction in any Further Competition Procedure.]

**COMMERCIALLY SENSITIVE INFORMATION:**

[Not Applicable] or

[Insert Supplier’s commercially sensitive information]

**SERVICE PERIOD:**

[Not Applicable] or

[The Service Period for the purposes of Call-Off Schedule 10 (Key Performance Indicators) shall be [one Month].

**KPI CREDITS AND EARN BACK:**

[Not Applicable] or

[KPI Credits shall accrue in accordance with Call-Off Schedule 10 (Key Performance Indicators).

For the purposed of Call-Off Schedule 10 (Key Performance Indicators), the Earn Back % shall be: [50%]]

**RELEVANT CONVICTIONS:**

[Not Applicable] or

**[**For the purposes of this Call-Off Contract the following shall be deemed Relevant Convictions in accordance with Clause [xx] (*Relevant Convictions*):

[Insert Relevant Convictions]]

**CONCESSION:**

[Not Applicable] or

[The provision of the Deliverables shall include the operation of a concession as described below in accordance with the Call-Off Schedule 16 (Concession Terms): .

|  |  |
| --- | --- |
| **Concession Business** | [***Set out a description of the concession business*** |
| **Concession Location** | ***Set out a description of where the concession is to be operated*** |
| **Concession Term** | The right to operate the Concession Business will come into force on [***Insert start date***] and, subject to earlier termination as provided for in clause 10 [Term & Termination], will continue in full force and effect until [***Insert details of duration - this may be the same as the duration of the Contract itself or may be for a shorter duration***] |
| **Equipment** | [***Insert details of any equipment which the Supplier is entitled to install at the Concession Location and which will be used in relation to the operation of the Concession Business]*** |
| **Concession Fee** | [***Set out the pricing provisions relating to the Concession - consider whether this will be positive (where the Supplier pays the Buyer a fee to permit it to operate the Concession Business), negative (where the Buyer subsidises the operation of the Concession Business) or neutral (where no fee is paid by either party to the other in relation to the operation of the Concession Business)***  ***Consider whether the Concession Fee should be captured in Call-Off Schedule 21 (Pricing) and cross referenced from here*** |
| **Concession Hours of Operation** | ***Set out the hours during which the Concession Business should be open for operation*** |
| **Facilities** | ***Set out the facilities to be provided to the Supplier to assist it in operating the Concession e.g. electricity, heating, etc*** |
| **Facilities Costs** | ***Set out any charges that the Buyer will raise on the Supplier in relation to the provision of the Facilities e.g. recharge for electricity consumed*** |
| **Concession Special Terms** | ***Set out any special terms applicable to the operation of the Concession Business*** |

**INCLUSIVE REPAIR THRESHOLD**

[Not Applicable] or

[The estimated total value range of Tier One New Works is £0 - £5000.

The estimated total value range of Tier Two New Works is £5000 - £10,000

The estimated total value range of Tier Three New Works is £10,000 - £25,000.

The estimated total value range of Tier Four New Works is above £25,000.

The Comprehensive Liability Threshold is…………………………………]

**BUSINESS CRITICAL EVENTS**

[Not Applicable] or

[Business Critical Events are as follows……]

**BILLABLE WORKS**

[Not Applicable] or

[The value of Billable Works not requiring approval is….]

**COLLATERAL WARRANTIES**

[Not Applicable] or

[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] or

[If (Performance Bond) is used the amount of the performance bond is………..]

**CALL-OFF GUARANTEE**

[Not Applicable] or

[The Supplier shall give to the Authority a guarantee by the Call-Off Guarantor of the Supplier’s performance in the form of the Call-Off Guarantee] or

[The Supplier's performance shall be guaranteed by the Call-Off Guarantor under a guarantee which is in place under the Framework Contract which has been provided in relation to all call offs entered under the Framework Contract.]

**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]:

**[ ]**

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

**Part B**

**Call-Off Schedules**

**[Insert Schedules Joint Schedule 1 – Joint Schedule 5 [and Joint Schedule 6 and Joint Schedule 7] and Call-Off Schedule 1 - Call-Off Schedule 3 [and Call-Off Schedule 4 - Call-Off Schedule** **20] where incorporated in the Framework Award Form]**