

Bid pack attachment 5: Order Form

Further competition under Lot 1b of Facilities
Management & Workplace Services RM6232

Contract reference: TFM Contract, C3338

Attachment 5 - Order Form

Order Form

CALL-OFF REFERENCE: C3338

THE BUYER: The Comptroller-General of patents, designs, and trade marks, acting through the Patent Office

BUYER ADDRESS Concept House, Cardiff Road, Newport, NP10 8QQ

THE SUPPLIER: Mitie FM Limited

SUPPLIER ADDRESS: Level 12, The Shard, 32 London Bridge Street, 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 on the day in which the final Party has signed the Contract.

It's issued under the Framework Contract with the reference number RM6232 Facilities Management and Workplace Services for the provision of a total facilities management service.

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	Yes	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	<input checked="" type="checkbox"/>
Annex B – NEC3 Terms	N/A
Annex C – NEC4 Terms	N/A

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 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 RM6232**
 - 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 7 (Key Supplier Staff)

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- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) amended for a Gold Contract as per paragraph 10 of Part A of that Schedule
 - 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)
5. CCS PSC Core Terms (Version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility)
 7. 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:

None

EFFECTIVE DATE: the date on which the final Party has signed the Contract

DATE THE CONTRACT PERIOD COMMENCES: 01 April 2025

MOBILISATION PERIOD: from the Effective Date until completion of the mobilisation plan as set out in Call-Off Schedule 13 (Mobilisation Plan and Testing)

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

CALL-OFF EXPIRY DATE: 31 March 2028

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 01 April 2028 to 31 March 2029

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 01 April 2029 to 31 March 2030

TOTAL MAXIMUM CONTRACT PERIOD 01 April 2025 to 31 March 2030

Framework Ref: RM6232

Project Version: v3.0

Model Version: v3.7

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:

[REDACTED]

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 at RM6232-Call-Off-Schedule-5a-Fixed Price. 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 16 (benchmarking)
- iv. Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms)
- v. Changes to staff wages as a result of a change to the Real Living wage by the Government
- vi. a Transferring Former Supplier Employee who was unknown at the time of tender due to their omission from "RM6232-Attachment-6-TUPE-information".

PAYMENT METHOD:

BACS

Bank name: [REDACTED]

Address: [REDACTED]

Account number: [REDACTED]

Sort Code: [REDACTED]

BUYER'S INVOICE ADDRESS:

Payables Department

[REDACTED]

Concept House, Cardiff Road, Newport, NP10 8QQ

Invoices to be sent in PDF format to [REDACTED].

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from 01 April 2026 (to reflect the percentage increase or changes in the Payment Index published since 01 April 2025) and shall be applied on every yearly anniversary of 01 April 2026.

Indexation will be applied to the Baseline Monthly Payment.

Framework Ref: RM6232

Project Version: v3.0

Model Version: v3.7

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: [REDACTED] (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	£ [REDACTED]
Tier Two Billable Works	£ [REDACTED]
Tier Three Billable Works	£ [REDACTED]
Tier Four Billable Works	Above [REDACTED]

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: N/A

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows: N/A

WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Cyber Essentials Plus required

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
[REDACTED] Concept House, Cardiff Road, Newport, NP10 8QQ. 01633 813883.

[REDACTED]
Concept House, Cardiff Road, Newport, NP10 8QQ. 01633 814432.

BUYER NOTICES

[REDACTED]
[REDACTED] Concept House, Cardiff Road, Newport, NP10 8QQ. 01633 813883.

[REDACTED]
Concept House, Newport, NP10 8QQ.

[REDACTED]
[REDACTED] Concept House, Newport, NP10 8QQ

BUYER SECURITY REPRESENTATIVE

[REDACTED]
[REDACTED] Concept House, Newport, NP10 8QQ.

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/organisations/intellectual-property-office/about/our-energy-use>

BUYER'S SECURITY POLICY

<https://ukipo.sharepoint.com/sites/DDaTKnowledgeHub/SitePages/IPO-Security-Strategy-and-Policy.aspx>

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY:

As per RM6232 Call off schedule 15 call off contract management

PROGRESS MEETING FREQUENCY

As per RM6232 Call off schedule 15 call off contract management

KEY ROLES/STAFF:

None at time of signature

KEY SUBCONTRACTORS:

None at time of signature

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

Framework Ref: RM6232

Project Version: v3.0

Model Version: v3.7

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As per RM6232-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: ■%; and
- (ii) the Earn Back % shall be: ■%

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.

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:

[Redacted]

For and on behalf of the Buyer:

[Redacted]