

## Bid pack attachment 5: Order Form

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

Contract reference: C3225

## Attachment 5 - Order Form

### Order Form

CALL-OFF REFERENCE: C3225

THE BUYER: The Intellectual Property Office

BUYER ADDRESS Concept House, Cardiff Road, Newport,  
NP108QQ

THE SUPPLIER: ISS Mediclean Limited

SUPPLIER ADDRESS: Velocity 1, Brooklands Drive, Weybridge, Surrey,  
KT13 0SL

REGISTRATION NUMBER: 01659837

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

#### APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 01 November 2023.

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

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	<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 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 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) – Part C, D as relevant, and E
    - Call-Off Schedule 3 (Continuous Improvement)

## Attachment 5 - Order Form

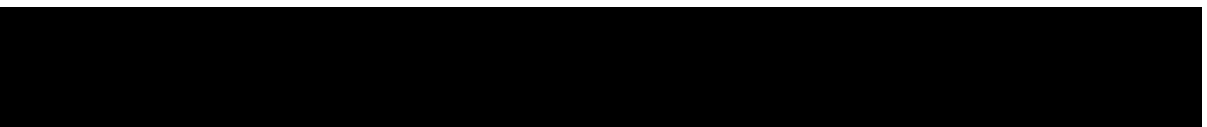
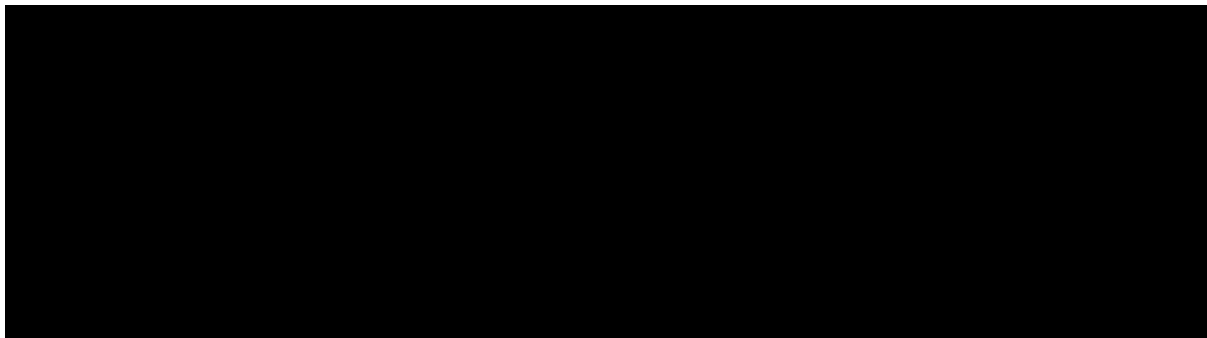
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- Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)  
amended for a Gold Contract as per paragraph 10 of Part A of that Schedule
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 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)

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:



EFFECTIVE DATE:

31 October 2023

DATE THE CONTRACT PERIOD COMMENCES:



Framework Ref: RM6232

Project Version: v2.0

Model Version: v3.7

## Attachment 5 - Order Form

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01 November 2023

MOBILISATION PERIOD:

N/A

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE

CONTRACT YEAR 1 COMMENCES:

01 November 2023

CALL-OFF EXPIRY DATE:

31 October 2024

CALL OFF OPTIONAL EXTENSION PERIODS (start and end dates):

In One-month increments starting on the day after expiry of the preceding period, in each case by giving the Supplier no less than 3 Months' written notice before the Contract expires as per Core Term 10.1.2

TOTAL MAXIMUM CONTRACT PERIOD:

24 months (maximum end period 31 October 2025)

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, as amended in accordance with the Special Terms further above.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

DRAWN DOWN DELIVERABLES:

N/A

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 (as submitted by ISS in response to the tender):



RM6232%20Attachm  
ent%204%20Pricing%.

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;

[REDACTED]

Framework Ref: RM6232

Project Version: v2.0

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**Attachment 5 - Order Form**

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- 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)

**TARGET COST**

Not Applicable

**PAYMENT METHOD**

BACS.

Bank name:

Address:

Account number:

Sort Code:

**BUYER'S INVOICE ADDRESS:**

Payables Department

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from 01 November 2024 and shall be applied on every yearly anniversary.

Indexation shall be applied to the Baseline Monthly Payment and the Schedule of Rates within the Billable Works tab of the Pricing Matrix.

**PASS THROUGH COSTS**

Not Applicable

**MORE FAVOURABLE COMMERCIAL TERMS**

For this framework these will only apply to Pass Through Costs.

**TUPE OPTION**

N/A

**INCLUSIVE REPAIR THRESHOLD**

Not applicable

**BILLABLE WORKS**

The estimated total value range for Billable Works shall be as set out below:

Tier	Estimated total value range
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**Attachment 5 - Order Form**  
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Tier One Billable Works	
Tier Two Billable Works	
Tier Three Billable Works	
Tier Four Billable Works	

**BILLABLE WORKS NOT REQUIRING APPROVAL**  
Not applicable – Approval Required

**BUSINESS CRITICAL EVENTS**  
Not applicable – Approval Required

**WARRANTY**  
As per 3.1.2 of the Core Terms (90 Days)

**CYBER ESSENTIALS**  
Plus

**BUYER'S AUTHORISED REPRESENTATIVE:**

**BUYER NOTICES**

**BUYER SECURITY REPRESENTATIVE**

**BUYER'S ENVIRONMENTAL POLICY**  
To be provided after award at contract management meeting

**BUYER'S SECURITY POLICY**  
To be provided after award at contract management meeting

**Attachment 5 - Order Form**

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**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]

**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 ROLES/STAFF:**

Not applicable

**KEY SUBCONTRACTORS:**

Not applicable

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Pricing Matrix

Also see:

Supplier's Commercially Sensitive Information – see Joint Schedule 4

**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 1 month

**KPI CREDITS, AT RISK % AND EARN BACK%:**

The KPI regime (including KPI Credits, At Risk % and Earn Back %) shall be discussed at the first contract management meeting and agreed between the parties. Once agreed, KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

[REDACTED]



**Attachment 5 - Order Form**

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**CONCESSION**

Not applicable

**COLLATERAL WARRANTIES**

Not applicable

**PERFORMANCE BOND**

Not applicable

**SOCIAL VALUE COMMITMENT**

As per ISS's commitment to the CCS framework agreement, attached to this contract.

**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 ISS Mediclean Ltd:**

[Redacted]

[Redacted]

**For and on behalf of the Intellectual Property Office:**

[Redacted]

[Redacted]