





**GOVERNMENT PROPERTY AGENCY**

**AND**

**ISS MEDICLEAN LIMITED**

**PROVISION OF TOTAL FACILITIES MANAGEMENT SERVICES FOR GPA SITES**

**FACILITIES MANAGEMENT MARKETPLACE CONTRACT**

**REF: RM3830 LOT 1B**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

**Order Form**

**Contract Number:** NR165

**From the ("Buyer "): GOVERNMENT PROPERTY AGENCY**

**To the ("SUPPLIER")**

**Name: ISS MEDICLEAN LIMITED**

**Registered Address:**

**Velocity 1, Brooklands Drive**

**Weybridge**

**Surrey**

**KT13 0SL**

**Registered Number: 417 1157 75**

**DUNS Number: 22-865-3481**

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.

**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 3830 and dated 10 July 2018 for the provision of facilities management services.

**CALL-OFF LOT(S):***1B*

This Call-Off Contract is in relation to the following Lot (please select)

| **Call off Lot** | **Supplier accreditations required for the Lot** |
| --- | --- |
| 1b | ISO 9001, ISO 14001 |

**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. Schedule 1 (Definitions)
3. Call-Off Schedule 26 (Specification)
4. Joint Schedule 11 (Processing Data)
5. Call Off Schedule 4 (Facilities Management)
6. The following Schedules in equal order of precedence:

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 Distress)

Joint Schedule 8 (Guarantee)

Joint Schedule 10 (Rectification Plan) Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer)

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

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 4A (Billable Works and Projects)

Call-Off Schedule 5 (Call-Off Pricing)

Call-Off Schedule 6 (TUPE Surcharge)

Call-Off Schedule 7 (Key Staff)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 9 (Security)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 12 (ICT Services Terms)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 22 (Call Off Tender)

1. The CCS Core Terms (v3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility).
3. Call-Off Schedule 22 (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.

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:

Special Term 1 - Sites shall include those premises set out in Annex M to Call-Off Schedule 26 (Specification) as amended from time to time.

Special Term 2 - The Parties agree that, if any of the circumstances set out in Special Term 3 arise in relation to any of the premises listed in Annex N to Call-Off Schedule 26 (Specification) during the Contract Period:

1. on no less than two Months’ notice from the Buyer to the Supplier, those premises shall be added to the premises which constitute Sites, and Annex M to Call-Off Schedule 26 (Specification) shall be amended accordingly;
2. the pricing methods and payment provisions set out in Call-Off Schedule 5 (Call-Off Pricing) shall apply to the provision of Deliverables at those premises.
3. the Mobilisation Period in respect of those premises shall be as set out in Call-Off Schedule 13 (Mobilisation Plan and Testing) and shall commence on the date on which the notice referred to in (a) above is given to the Supplier by the Buyer. The Charges for that Mobilisation Period shall be as set out in Annex 2 Call-Off Schedule 5 (Call-Off Pricing)
4. for the avoidance of doubt, the addition of any of those premises shall not constitute a variation for which the value contributes to the Variation Threshold.

Special Term 3 – The circumstances referred to in Special Term 2 are:

1. the Buyer takes over a lease of the premises;
2. a Central Government Body relocates to new premises which do not have a facilities management provision in place;
3. a new government hub is required to support a Central Government Body, whether on a permanent or temporary basis; or
4. a Central Government Body terminates some or all of its existing facilities management contract, and requires a replacement.

Special Term 4 – It is anticipated that, in the first three years of the Contract Period, premises will be added in circumstances set out in Special Term 3, such that Special Term 2 will apply to those premises, in or around:

1. Stoke-on-Trent;
2. Bristol; and
3. York.

Special Term 5 – Call-Off Schedule 13 (Mobilisation Plan and Testing) shall apply to any premises added in circumstances set out in Special Term 3, such that Special Term 2 will apply to those premises and references to ‘Effective Date’ in that Schedule shall be read as reference to the date on which the Buyer provides notice to the Supplier in accordance with Special Term 2(a).

Special Term 6 - The Parties agree that if any of the circumstances set out in Special Term 7 arise in relation to any of those premises listed in Annex M of Call-Off Schedule 26 (Specification), as that Annex may be amended from time to time, during the Contract Period:

1. on no less than three Months’ notice from the Buyer to the Supplier, those premises shall no longer constitute a Site at which Deliverables are to be provided; and
2. Annex M to Call-Off Schedule 26 (Specification) shall be amended accordingly.
3. for the avoidance of doubt, the removal of any of those premises shall not constitute a variation for which the value contributes to the Variation Threshold.

Special Term 7 – The circumstances referred to in Special Term 6 are:

1. the Buyer’s lease of any of the premises expires and is not renewed, is assigned or novated, or otherwise terminates during the Contract Period;
2. the premises provide a temporary solution, and the Buyer or other Central Government Body in occupation of those premises acquires alternative permanent accommodation; or
3. a strategic decision is taken by the Buyer before the end of the Contract Period to bring the premises within the scope of its workplace services transformation programme contracts, which are to be procured during the Contract Period.

Special Term 8 – It is anticipated that, in or around 2025, the following premises shall no longer constitute Sites, in accordance with Special Term 6:

1. Feethams House, Beaumont Street, Darlington, DL1 5QT; and
2. Piccadilly Gate, Stoke Street, Manchester, M1 2WD.

Special Term 9 – It is anticipated that, at the end of the Initial Period, if the Contract is extended, Plot 2, East Station Road, Fletton Quays, Peterborough will no longer constitute a Site in accordance with Special Term 6.

Special Term 10 - The Parties agree that, if the Buyer takes over a lease of any other premises which are not listed as Sites in either Annex M or Annex N of Call-Off Schedule 26 (Specification) during the Contract Period:

1. those premises shall be added to those premises which constitute Sites at which Deliverables are to be provided and Annex M to Call-Off Schedule 26 (Specification) shall be amended accordingly; and
2. the pricing methods and payment provisions set out in Call-Off Schedule 5 (Call-Off Pricing) shall apply to the provision of Deliverables at those premises.

(c)     for the avoidance of doubt, the addition of any of those premises shall not constitute a variation for which the value contributes to the Variation Threshold.

Special Term 11 - If the Supplier’s D&B Score, as set out in Annex 2 of Joint Schedule 7 to the Framework Contract, is less than 55, the entry into force of this Contract is conditional upon the Guarantor executing a Call-Off Guarantee in the form set out in Annex 1 to Joint Schedule 8 for the benefit of the Buyer.

Special Term 12 - The Supplier shall provide a Cyber Essentials Plus Certificate in accordance with Paragraph 2.1 of Framework Schedule 9 (Cyber Essentials Scheme) to the Framework Contract within 12 Months of the Effective Date of this Call-Off Contract.

Special Term 13 - 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 as described in Call-Off Schedule 5 (Pricing);
2. Specific Change in Law;
3. Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking); or
4. The Variation Procedure.

Special Term 14 – The Buyer does not guarantee any value or quantity of Deliverables under this Call-Off Contract. The Supplier acknowledges that the volume of Deliverables may be subject to adjustment during the Contract Period.

Special Term 15- The Supplier shall provide a completed Data Processing Information in accordance with Paragraph 1.1 of Joint Schedule 11 (Processing Data) to the Framework Contract within 10 Working Days of the Effective Date of this Call-Off Contract.

Special Term 16 – Part B of Call-Off Schedule 13 (Mobilisation Plan and Testing) does not apply in relation to Phase 1 at Feethams House, Beaumont Street, Darlington, DL1 5QT. For the avoidance of doubt, it shall apply to Phase 2 at that Site.

Special Term 17 - In relation to Deliverables to be provided at [REDACTED] only, all managerial and supervisory Supplier Staff employed or engaged in the provision of FM Services at Buyer Premises shall require “**SC”**(Security Clearance) clearance and all operational Supplier Staff employed or engaged in the provision of the FM Services at Buyer Premises shall require **“CTC”** (Counter Terrorism Check) clearance. The Buyer acknowledges that, given the duration of the Mobilisation Period is reduced for this Site, it may not be possible to obtain full SC and CTC in relation to all Supplier Staff providing Services at this Site by the Start Date. The Supplier shall submit all necessary paperwork to obtain SC and CTC for Supplier Staff (as required) within 5 Working Days of the start of the Mobilisation Period, provided that at least 50% of Supplier Staff providing the Services set out in Paragraph 107 of Annex F of Call-Off Schedule 26 (Specification) have obtained full SC by the Start Date and the remaining 50% of those Supplier Staff have obtained full CTC by the Start Date and paperwork has been submitted to obtain SC within 5 Working Days of the start of the Mobilisation Period.

Special Term 18 -  If, following submission of paperwork for SC and CTC in accordance with Special Term 16, any Supplier Staff are declined SC or CTC, the Supplier shall replace those Supplier Staff with individuals who have obtained full SC or CTC.

**CALL-OFF SCHEDULES NOT USED:**

Joint Schedule 9 – Not used for RM3830 Framework Agreement

Call-Off Schedule 11 (Processing Data)

Call-Off Schedule 17 - MOD Terms

Call-Off Schedule 18 - Concession Agreement

Call-Off Schedule 19 - Collateral Warranty Agreements

Call-Off Schedule 20 - Clustering

Call-Off Schedule 21 - Performance Bond

Call-Off Schedule 23 – Redundancy Surcharge

Call-Off Schedule 24 - Scottish Law

Call-Off Schedule 25 - Northern Ireland Law

**EFFECTIVE DATE:**

5 April 2021

**DATE THE CONTRACT PERIOD COMMENCES: 5 April 2022**

**MOBILISATION PERIOD:**

As described in Call-Off Schedule 13 (Mobilisation Plan and Testing), save that, in relation to the following Sites, the Mobilisation Period shall be as specified at Paragraph 3.1 of Annex E to Call-Off Schedule 26 (Specification):

(a) Feethams House, Beaumont Street, Darlington, DL1 5QT; and

(b) Piccadilly Gate, Stoke Street, Manchester, M1 2WD; and

(c) Plot 2, East Station Road, Fletton Quays, Peterborough.

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 26 April 2022**

**DATE CALL-OFF INITIAL PERIOD ENDS) : 25 April 2025**

**CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 26 April 2025 to 25 April 2026** available in monthly, 3 monthly, 6 monthly or annual increments.

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 26 April 2022 to 25 April 2026**

**CALL-OFF DELIVERABLES:**

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

* Call-Off Schedule 26 – Specification (and all of its Annexes and Appendices)

**DRAWN DOWN DELIVERABLES:**

The Services and Deliverables that shall be provided under this Call-Off Contract are as described in Call-Off Schedule 26 (Call-Off Specification) and as priced in Call-Off Schedule 5 (Rates and Prices).

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing) on the basis of Fixed Prices.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be : The sum equivalent to the total Charges paid or payable by the Buyer to the Supplier during the Contract Period

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from the second anniversary of the Contractand shall be applied on every yearly anniversary.

Indexation shall be applied to the Baseline Monthly Payment/ Monthly Deliverables as set out in the Call-Off Schedule 5 (Call-Off Pricing) and the prices for each Billable Works Task as listed in Call-Off Schedule 5 (Call-Off Pricing).

**PASS THROUGH COSTS**

Not applicable.

**MORE FAVOURABLE COMMERCIAL TERMS**

**TUPE OPTION**

Further Competition TUPE Risk Premium will apply as per Call-Off Schedule 6 – TUPE Surcharge

**VARIATION THRESHOLD**

The variation threshold ("Variation Threshold") for the purposes of Call-Off Schedule 5 (Call-Off Pricing) shall be 40%.

**TARGET COST**

Not Applicable

**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  | £0.01 - £5000 |
| Tier Two Billable Works  | £5,001 - £25,000 |
| Tier Three Billable Works  | £25,000 - £100,000 |
| Tier Four Billable Works  | Above £100,000 |

The value of Billable Works not requiring approval is: £1,000

**BUSINESS CRITICAL EVENTS**

Business Critical Events are as follows:

* Fire
* Flood
* Vandalism
* Power Outage
* Industrial Action
* Civil Unrest
* Pandemic.
* Continuity of Government
* Terrorism Event
* Water Loss
* Any event which is an immediate health and safety or security risk, or any other event which presents an imminent risk of injury to persons or damage to any Affected Property or a situation requiring immediate action

Disaster Period - To be agreed by the Parties upon award

**METHOD OF PAYMENT**

 **BACS to account**[REDACTED]

**BUYER INVOICING ADDRESS:**

Government Property Agency Montagu Evans LLP, Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EG

[REDACTED]

**BUYER AUTHORISED REPRESENTATIVE:**

[REDACTED]

**BUYER NOTICES**

[REDACTED]

**BUYER SECURITY POLICY:**

Security requirements are set out in Call-Off Schedule 9 (Security)

**PROGRESS REPORT FREQUENCY:**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

Monthly in the first week of each month

**KEY ROLES/STAFF:**

[REDACTED]

**KEY SUBCONTRACTORS:**

Johnson Controls

Bureau Veritas

Eon-Control Solutions

GDUK Door Solutions

Metrorod

PTSG

Anord Mardix

BES

OTIS

Dale

WCD

Faithful & Gould

Tivoli

Selecta

PHS

NSS

Rentokil

Biffa

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

As defined in Joint Schedule 4 (Commercially Sensitive Information)

**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 shall 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 %

and

(ii) the Earn Back % shall be: 50%

**RISK REGISTER:**

The Risk Register will be agreed between the two parties at commencement of the contract.

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 33%.

**CONCESSION:**

Not Applicable

**COLLATERAL WARRANTIES**

Not Applicable

**PERFORMANCE BOND**

Not Applicable

**CALL-OFF GUARANTEE**

The Supplier shall give to the Buyer a guarantee by the Call-Off Guarantor of the Supplier’s performance in the form of the Call-Off Guarantee in line with Special Term 11.

**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 in Call-Off Schedule 22.

**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.

This Call-Off Contract shall be executed underhand

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