



Crown  
Commercial  
Service



Department  
of Health &  
Social Care

**OFFICIAL SENSITIVE**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**AND**

**MITIE LIMITED**

**WORKPLACE SERVICES CONTRACT**

**(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**LOT 1A**

**ORDER FORM**  
**Part A - Order Form Template**

**Contract Number:** CCZI21A06  
**From the ("Buyer "):** Department of Health and Social Care

**To the ("SUPPLIER")**  
**Name:** MITIE LIMITED

**Registered Address:** REDACTED

**Registered Number:** REDACTED

**DUNS Number:** REDACTED

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM6089 and dated 25 January 2019 for the provision of facilities management services.

**BENEFICIARIES:**

N/A

**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 OHSAS 18001 Cyber Essentials Basic Member of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security Inspectorate BSIA – British Security Industry Association SIA - Security Industry Authority. IPSA - International Professional Security Association SSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment Services ISOQAR – Alcumus

## Order Form

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### CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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 following Schedules:

Call Off Schedule 29 (Special Terms)

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 9 (Security)

Call Off Schedule 4 (Facilities Management)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) **NOT USED**  
Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier) **NOT USED**

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date) **NOT USED**

Call-Off Schedule 2: Part D (Pensions) **NOT USED**

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

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 5 (Call-Off Pricing)

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

Call-Off Schedule 3 (Continuous Improvement)

Joint Schedule 3 (Insurance Requirements)

Call-Off Schedule 1 (Transparency Reports)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 7 (Financial Distress)

Call Off Schedule 25 (Background Checks)

Call-Off Schedule 7 (Key Staff)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)

3. The Core Terms (v3.0.4)
4. Joint Schedule 5 (Corporate Social Responsibility).

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.

### SCHEDULES NOT USED IN THIS CONTRACT:

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract

## **Order Form**

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Call-Off Schedule 6B TUPE Transferring Buyer Employees-Contract Price Adjustment (Lot 2A, 2B and 3 only)

Call-Off Schedule 6A (TUPE Surcharge) Optional for Lot 1B

Joint Schedule 8 (Guarantee)

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 16 (Benchmarking)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 21 (Performance Bond)

Call-Off Schedule 22 (Call-Off Tender)

Call-Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 26 (Scottish Law)

Call-Off Schedule 27 (Northern Ireland Law)

Call-Off Schedule 28 (Call Off Specification)

### **CALL-OFF SPECIAL TERMS:**

The Special Terms contained within Call Off Schedule 29 (Special Terms) shall be incorporated into this Call-Off Contract:

**EFFECTIVE DATE:** 10 February 2021

**DATE THE CONTRACT PERIOD COMMENCES:** 10 February 2021

**MOBILISATION PERIOD:** 10 February 2021 – 14 February 2021

**DATE CALL-OFF INITIAL PERIOD ENDS):** 30 June 2021

**CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):** 1 July 2021 – 31 July 2021

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):** 1 August 2021 – 31 August 2021

**CALL-OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates):** 1 September 2021 – 30 September 2021

**CALL-OFF OPTIONAL EXTENSION PERIOD 4 (start and end dates):** 1 October 2021 – 31 October 2021

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years):** 15 February 2021 to 31 October 2021

### **CALL-OFF DELIVERABLES:**

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract

## **Order Form**

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The following Deliverables to be provided under this Call-Off Contract are contained within the zip folder Attachment 1 (below) which contains the following documents;

### **REDACTED**

Specification

### **REDACTED**

### **DRAWN DOWN DELIVERABLES:**

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 descriptions representations as geographical regions:

- **Region 4 Midlands and the South West**

Herefordshire, Worcestershire and Warwickshire  
Shropshire and Staffordshire  
West Midlands (county)  
Derbyshire and Nottinghamshire  
Leicestershire, Rutland and Northamptonshire  
Lincolnshire  
Gloucestershire, Wiltshire and Bristol/Bath area  
Dorset and Somerset  
Cornwall and Isles of Scilly  
Devon

- The Deliverables are to be made available to be called upon in such quantities, at such locations, to the Buyer) and for such duration (subject to the total maximum Contract Period) as the Buyer shall determine at their discretion and in line with the requirements set out in the Specification and associated Annexes;
- The Buyer shall draw down the required Deliverables using the form contained within Appendix 1 – Request for COVID-19 Border Quarantine Security & Support Services;
- The Buyer will provide at least the following amount of notice in order to require the mobilisation of any geographical region: 48 hours unless otherwise specified by the Buyer;
- The Buyer will provide at least the following amount of notice in order to require the delivery of the required Deliverables at each Quarantine Hotel: 48 hours unless otherwise specified by the Buyer; and
- The pricing provisions that will apply to the provision of these Deliverables will be as per the prices provided within the Price Matrix.

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract

**Order Form**

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The Supplier acknowledges that the quantity of any Drawn Down Deliverables may be subject to adjustment during the Contract Period and specifically for the Buyer's requirements across the required geographical regions.

The Supplier acknowledges that due to the nature of the COVID-19 pandemic the Buyer may require Additional Services and/or the removal of some Deliverables that are in line with the scope of the Workplace Services Framework Agreement (RM6089) to support the fight against the current COVID-19 pandemic. Any requests for the removal or increases to the required Services 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.

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed priced and shall be calculated by reference to the relevant awarded lots for the fixed price Pricing Matrix set out below:

**REDACTED**

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) Specific Change in Law;
- (ii) Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms').

**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 sum equivalent to the total Charges paid or payable by the Buyer to the Supplier during the Contract Period

**ADDITIONAL INSURANCES**

Not applicable

**INDEXATION**

Not applicable

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**PASS THROUGH COSTS**

The Supplier shall be entitled to recover the following types of Pass Through Costs in accordance with Call-Off Schedule 5 (Call-Off Prices):

- Evidential Pass Through Costs relating to travel expenses for Supplier Personnel travelling to relevant ports where transport cannot be agreed between the Buyer's transportation services providers.

**TUPE OPTION**

Not Applicable

**VARIATION THRESHOLD**

Not Applicable

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLD**

Not Applicable

**BILLABLE WORKS**

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

<b>Tier</b>	<b>Estimated total value range</b>
Tier One Billable Works	£1001 - £5000
Tier Two Billable Works	£5001 - £10,000
Tier Three Billable Works	£10,001 - £25,000
Tier Four Billable Works	Above £25,000

Business Critical Events are as follows:

Business Critical Events are events which would cease or severely impair the Buyer's operations unless completed.

Business Critical Events shall be discussed and agreed during the Contract Period. Disaster Period 1 day

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract

**Order Form**

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**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: **REDACTED**

**METHOD OF PAYMENT**

**REDACTED**

[**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:**

All invoices must be send quoting a valid purchase order number to the following email address:

**REDACTED**

The Buyer's standard invoicing wording is:

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to: **REDACTED**

**BUYER AUTHORISED REPRESENTATIVE:**

**REDACTED**

**BUYER NOTICES**

**REDACTED**

**BUYER SECURITY POLICY:**

The Buyer acts within HMG Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>) and unescorted access to its sites is restricted to personnel with a minimum of Baseline Personnel Security Standard.

The Buyer's sites respond as required to changes in the National Threat Level (<https://www.gov.uk/terrorism-national-emergency>) that result in a change to the Response Level and the Response Level is displayed at all sites.

The Buyer will expect to respond proactively to Security situation and be able to enhance the guard force when required to create an enhanced deterrent or assist with controlling a security situation. Security threats are constantly evolving and the Buyer anticipates working with the Supplier to adapt the services delivered under the contract to protect sites from those threats

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract



**Order Form**

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**FINANCIAL REPORTS**

Weekly

**PROGRESS REPORT FREQUENCY:**

Weekly

**PROGRESS MEETING FREQUENCY:**

Weekly

**KEY ROLES/STAFF:**

**REDACTED**

**KEY SUBCONTRACTORS:**

The Key Subcontractors were detailed in response to question AQB1 and submitted within Attachment 6 of the Bid Pack and listed below.

**REDACTED**

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

**REDACTED**

**SERVICE PERIOD:**

Not Applicable

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

Not Applicable

**RISK REGISTER:**

[To be agreed during the first week of the Contract Period]

[For the purposes of this Call-Off Contract the following shall be deemed part of the risk register:

[Type of Risk]

[Location of Risk]

[Further Detail]

**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%.

**RELEVANT CONVICTIONS:**

For the purposes of this Call-Off Contract the following shall be deemed Relevant Convictions in accordance with Clause 3 of Call-Off Schedule 25 (Background Checks):

As detailed within Annex 1 of Call-Off Schedule 25 (Background Checks)

Ref: RM6089

COVID-19 Border Quarantine Security & Support Services Contract

**CALL-OFF GUARANTEE**

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 Deliverables in line with the social value requirements set out in the Specification and associated annexes.

**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.

**SIGNATURE AS A CONTRACT**

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature :	<b>REDACTED</b>	Signature :	<b>REDACTED</b>
Name:	<b>REDACTED</b>	Name:	<b>REDACTED</b>
Role:	<b>REDACTED</b>	Role:	<b>REDACTED</b>
Date:	10th February 2021	Date:	10th February 2021

**Part B**

**Call-Off Schedules**

**Core Terms (based on V3.0.2)**

**REDACTED**

**Joint Schedules**

Please see Joint Schedules zip folder.

**REDACTED**

**Call Off Schedules**

Please see Call Off Schedules zip folder.

**REDACTED**

**Clarification Log**

Please see the final clarification log including all responses.

**REDACTED**

**Price Matrix correspondence**

Please see Price Matrix correspondence received on 9<sup>th</sup> February 2021.

**REDACTED**

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**Appendix 1 – Request for COVID-19 Border Quarantine Security and Support Services**

**REDACTED**