**SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**AND**

**SUPPLIER**

**WORKPLACE SERVICES CONTRACT**

**(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**FRAMEWORK SCHEDULE 6:**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES [Part A - Order Form Template]**

**Contract Number:** CCBO21A05 / C19894

**From the ("Buyer "):** Redacted Under FOIA, Section 40, Personal Information

**To the ("SUPPLIER")**

**Name:** Mitie Limited

**Registered Address:** Redacted Under FOIA, Section 40, Personal Information

**Registered Number:** 02938041

**DUNS Number:** 231384041

**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 25/01/2019 for the provision of facilities management services.

**BENEFICIARIES:**

Non Applicable.

**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** |
| 1b |  | ISO 9002  ISO 14001  OHSAS 18001  Cyber Essentials Plus  Member of NSI – National Security  Inspectorate at Gold Status |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. Where

numbers are missing and we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements) (Lot 1B)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility).

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 7 (Financial Distress)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer) (Optional for Lot 1B)

Call-Off Schedule 3 (Continuous Improvement)

Call Off Schedule 4 (Facilities Management)

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

Call-Off Schedule 5 (Call-Off Pricing)

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

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 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

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.

Call-Off Schedule 28 (Call Off Specification)

Call Off Special Schedule 29 (Escalation Process)

1. The FM Core Terms (vFM2)

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:**

Call Off Schedule 26. Scottish Law

Call Off Schedule 27. Northern Ireland Law

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 17 (MoD Terms)

Call Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 12 (ICT Services Terms)

Call Off Schedule 11A, 11B and 11C (Insurance Requirements) (Lot 2A, 2B and 3 only

Call Off Schedule 25 (Relevant Convictions)

Call-Off Schedule 18 (Concession Agreement) (Lot 3 only)

Call-Off Schedule 21 (Performance Bond)

Joint Schedule 8 (Guarantee)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call Off Schedule 24 (Collaboration) (Lot 2A, 2B and 3 only)

Call Off Schedule 23 (Redundancy Surcharge)

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

**CALL-OFF SPECIAL TERMS:**

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

[None]

**EFFECTIVE DATE:** 4February 2022

**DATE THE CONTRACT PERIOD COMMENCES:** 1 April 2022

**MOBILISATION PERIOD:** From 4 February 2022 to 31 March 2022

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

**DATE CALL-OFF INITIAL PERIOD ENDS:** 31 March 2024

**CALL-OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):** 1st April 2024 to 31st March 2025

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):** 1st April 2025 to 31st March 2026

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years):** 1st April 2022 to 31st March 2026

**CALL-OFF DELIVERABLES:**

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

Lot 2. North of England, Scotland, and Northern Ireland

Attachment 3 and all associated Annexes

**DRAWN DOWN DELIVERABLES:**

N/A

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and charge out rates for attending service calls and shall be calculated by reference to the Fixed Fee Pricing Matrix (attachment 5).

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;
2. Specific Change in Law;
3. 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 unless stated otherwise below:

**ESTIMATED YEAR ONE CONTRACT CHARGES**

Redacted Under FOIA, Section 43, Commercial Interest

**ADDITIONAL INSURANCES**

Not applicable

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation and shall only apply from 01-04-2023and shall be applied every year on the 1st April.

**PASS THROUGH COSTS**

Not Applicable

**TUPE OPTION**

Not Applicable, however if TUPE does arise the following option will be used:

on the basis of either: Fixed Fee TUPE Risk Premium

**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:

|  |  |
| --- | --- |
| Tier | Estimated total value range |
|  |  |
| Tier One Billable Works | [£1001 - £5000] |
| Tier Two Billable Works | [£5001 - £10,000] |
| Tier Three Billable Works i | [£10,001 - £25,000] |
| Tier Four Billable Works | [Above £25,000] |

**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: £1,000. This is limit of liability for attending service calls, and where an instruction to proceed has been issued

**METHOD OF PAYMENT**

Redacted Under FOIA, Section 40, Personal Information

**BUYER INVOICING ADDRESS:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER AUTHORISED REPRESENTATIVE:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER NOTICES**

Redacted Under FOIA, Section 40, Personal Information

**BUYER SECURITY POLICY:**

As set out within the contract specification.

Available Online at: <https://www.gov.uk/government/publications/security-policy-framework>

**FINANCIAL REPORTS**

Monthly Reports, as set out within the contract specification.

**PROGRESS REPORT FREQUENCY:**

On the tenth Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

On the tenth Working Day of each calendar month

**KEY ROLES/STAFF:**

**Supplier**

Redacted Under FOIA, Section 40, Personal Information

**Buyer**

Redacted Under FOIA, Section 40, Personal Information

**KEY SUBCONTRACTORS:**

Redacted Under FOIA, Section 40, Personal Information

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Redacted Under FOIA, Section 43, Commercial Interest

**SERVICE PERIOD:**

Not Applicable

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

Redacted Under FOIA, Section 43, Commercial Interest

**RISK REGISTER:**

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

All risks set out in Call-Off Schedule 8 (Business Continuity and Disaster Recovery), including Supplier insolvency.

**RELEVANT CONVICTIONS:**

Not Applicable

**CONCESSION – LOT 3 ONLY:**

Not Applicable

**COLLATERAL WARRANTIES**

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: (AQC1)

**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.

**EXECUTION AS A CONTRACT**

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | Redacted Under FOIA, Section 40, Personal Information | Signature: | Redacted Under FOIA, Section 40, Personal Information |
| Name: | Redacted Under FOIA, Section 40, Personal Information | Name: | Redacted Under FOIA, Section 40, Personal Information |
| Role: | Redacted Under FOIA, Section 40, Personal Information | Role: | Redacted Under FOIA, Section 40, Personal Information |
| Date: | 14.01.2022 | Date: | 04/03/22 |