



## Order Form

Community Health Partnerships

Provision of Soft FM Building Services

Further competition under Lot 3c of Facilities

Management & Workplace Services RM6232

Contract reference: CCZX22A30 - Community Health Partnerships (CHP) - Provision of Cleaning Services.

## Order Form

CALL-OFF REFERENCE: CCZX22A30

THE BUYER: **Community Health Partnerships**

BUYER ADDRESS **Suite 12b, Manchester One  
53 Portland Street  
Manchester  
England  
M1 3LD**

THE SUPPLIER: **Mitie FM Limited**

SUPPLIER ADDRESS: **Level 12, The Shard,  
32 London Bridge Street  
London  
England  
SE1 9SG**

REGISTRATION NUMBER: 03253304

DUNS NUMBER: 525682399

SID4GOV ID: 525682399

### **APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is for the provision of the Call-Off Deliverables and dated 9 May 2024.

It is issued under the Framework Contract with the reference number RM6232 for the provision of Cleaning Services.

### **CALL-OFF LOT(S):**

This Call-Off Contract is in relation to the following Lot:

Lot	Tick as appropriate	Supplier accreditations required for the Lot
3c	X	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials

**ORDER INCORPORATED TERMS:**

The Public Sector Contract (PSC) Terms shall apply to the Call-Off Contract:

## **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. If the documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Joint Schedules and Call Off Schedules but excluding Annexes B and C of the Order Form.
2. Joint Schedule 1(Definitions and Interpretation) RM6232
3. Framework Special Term
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 8 (Guarantee)
    - 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 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier 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 (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 24 (Supplier Furnished Terms)

## OFFICIAL SENSITIVE

- Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
  - Call-Off Schedule 28 (TUPE Surcharge)
  - Call-Off Schedule 29 (Redundancy Surcharge)
  - Call-Off Schedule 33 (Consortium Bids)
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1. CCS PSC Core Terms (Version 3.0.11)
  2. Joint Schedule 5 (Corporate Social Responsibility)
  3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
  4. 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:

#### **Indexation**

Costs associated with staff paid in line with the National Minimum Wage shall be increased only in line with legislation changes to National Minimum Wage and shall be applied on every yearly anniversary of the Call-Off Start Date.

The Payment Index that shall be applied in relation to indexation for other costs shall be the Consumer Price Index. Indexation shall only apply from the first anniversary if the Call-Off Start and shall be applied on every yearly anniversary of the Call-Off Start Date.

#### **EFFECTIVE DATE:**

20/05/2024

#### **MOBILISATION PERIOD:**

20/05/2024 – 31/07/24

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

01/08/2024

#### **DATE CALL-OFF INITIAL PERIOD ENDS:**

31/07/2029

**CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):**

01/08/2029 to 31/07/2031

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):**

01/08/2031 – 31/07/2033

**TOTAL MAXIMUM CONTRACT PERIOD**

20/05/2024 – 31/07/2033

**CALL-OFF DELIVERABLES:**

See details in Call-Off Schedule 20 (Call-Off 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 TEXT under FOIA Section 43, Commercial Interests.**

**CALL-OFF CHARGES:**

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices) The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law  
Benchmarking using Call-Off Schedule 16 (Benchmarking)
- Variation agreed in writing and signed by both Parties in accordance with clause 24 (Changing the Contract)
- Indexation as set out in the Call-Off Special Terms

**PAYMENT METHOD:**

BACS

**BUYER'S INVOICE ADDRESS:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**INDEXATION:**

Refer to the Call-Off Special Terms

**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):

- Consumables costs
- Social Value Management Fee

**TUPE OPTION:**

Option 2- Further Competition TUPE Risk Premium

**CYBER ESSENTIALS:**

Basic

**COLLABORATIVE WORKING PRINCIPLES:**

The Collaborative Working Principles apply to this Call-Off.

**FINANCIAL TRANSPARENCY OBJECTIVES:**

The Financial Transparency Objectives apply to this Call-Off Contract.

**BUYER'S AUTHORISED REPRESENTATIVE:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER CONTRACT MANAGER:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER NOTICES:**

**Attachment 5 – Order Form**

Ref: RM6232

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**REDACTED TEXT under FOIA Section 40, Personal Information**

**SUPPLIER'S CONTRACT MANAGER:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**PROGRESS REPORT FREQUENCY:**

Monthly on a schedule to be agreed

**PROGRESS MEETING FREQUENCY:**

Monthly on a schedule to be agreed

**KEY ROLES/STAFF**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**KEY SUBCONTRACTORS:**

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

**ADDITIONAL INSURANCES:**

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

**GUARANTEE:**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**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: 6%; and
- (ii) the Earn Back % shall be: 50%

**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 social value commitments as were provided for in its Tender and via the Social Value Portal:

See Call Off Schedule 4 - Call Off 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.

OFFICIAL SENSITIVE

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40, Personal Information	Signature:	REDACTED TEXT under Section 40, Personal Information
Name:	REDACTED TEXT under FOIA Section 40, Personal Information	Name:	REDACTED TEXT under Section 40, Personal Information
Role:	REDACTED TEXT under Section 40, Personal Information	Role:	REDACTED TEXT under Section 40, Personal Information
Date:	REDACTED TEXT under Section 40, Personal Information	Date:	REDACTED TEXT under Section 40, Personal Information