**THE MINISTER FOR THE CABINET OFFICE ON BEHALF OF THE CROWN**

**REPRESENTED BY THE GOVERNMENT PROPERTY AGENCY**

**AND**

**ISS MEDICLEAN LIMITED**

**FACILITIES MANAGEMENT MARKETPLACE CONTRACT**

**REF: RM3830**

**ORDER FORM AND CALL-OFF SCHEDULES**

**Part A - Order Form**

**Contract Number:** **C1000409**

**From the ("Buyer "): THE MINISTER FOR THE CABINET OFFICE ON BEHALF OF THE CROWN**

**REPRESENTED BY THE GOVERNMENT PROPERTY AGENCY**

**To the ("Supplier")**

**Name: ISS MEDICLEAN LIMITED**

**Registered Address:** REDACTED TEXT under FOIA Section 40, Personal Information.

**Registered Number:** REDACTED TEXT under FOIA Section 40, Personal Information.

**DUNS Number:** REDACTED TEXT under FOIA Section 40, Personal Information.

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):**

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

| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| --- | --- | --- |
| 1a |  | ISO 9001, |
| 1b | **x** | ISO 9001, ISO 14001 |
| 1c |  | ISO 9001, ISO 14001, ISO 27001, |

**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 Schedule 26 Special Terms.
2. Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. 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 A (Staff Transfer At Start Date – Outsourcing From the Buyer) Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)

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 23 (Redundancy 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 11 (Processing Data)

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 21 (Performance Bond)

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:

Please refer to Call Off Schedule 26 - Special Terms

**CALL-OFF SCHEDULES NOT USED:**

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 24 (Scottish Law)

Call-Off Schedule 25 (Northern Ireland Law)

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 19 (Collateral Warranty Agreements)

**EFFECTIVE DATE:**

**DATE THE CONTRACT PERIOD COMMENCES:**

**MOBILISATION PERIOD: - 30/09/2023**

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 01/10/2023**

**DATE CALL-OFF INITIAL PERIOD ENDS) : 30/09/2028**

**CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): to be 6 or 12 months starting from 01/10/2028 to 30/09/2029**

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): to be 6 or 12 months starting from 01/10/2029 to 30/09/2030**

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): to 30/09/2030**

**CALL-OFF DELIVERABLES:**

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

* Attachment 3 – Specification



* (and all of its Annexes and Appendices)

REDACTED TEXT under FOIA Section 43 Commercial Interests

The Services and Deliverables that shall be provided under this Call-Off Contract are as described in Attachment 3 - Specification and Annexes and Appendices) and as priced in Call-Off Schedule 5 (Rates and Prices).

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically:

***closure of existing buildings, opening of new buildings, flex of contractual Deliverables provided in any building.***

Any such adjustments 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.

**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:

**South**

| **The locations of the provision of the Deliverables will be within the following description:** | **The duration for the provision of these Deliverables will be over the following period:** | **The Buyer will provide at least the following amount of notice in order to require the delivery of such Deliverables:** | **Such Deliverables will be drawn down with the following period following the Call Off Start Date:** |
| --- | --- | --- | --- |
| REDACTED TEXT under FOIA Section 40, Personal Information. | Effective Date is anticipated to be 02/24 until DATE CALL-OFF INITIAL PERIOD ENDS | 3 months | 12 months |
| REDACTED TEXT under FOIA Section 40, Personal Information. | Effective Date is anticipated to be 01/26 until DATE CALL-OFF INITIAL PERIOD ENDS | 3 months | 30 months |
| REDACTED TEXT under FOIA Section 40, Personal Information. | Effective Date is anticipated to be 03/26 until DATE CALL-OFF INITIAL PERIOD ENDS | 3 months | 30 months |

* The guaranteed minimum volume of these Deliverables will be as follows: 0
* Additional provisions applicable to the provision of such Deliverables: None
* The volume tolerance which will apply to the requirements for these Deliverables will be: 0

* The pricing provisions that will apply to the provision of these Deliverables will be: in line with the provisions set out in Call-Off Schedule 5.

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically:

Addition of new sites as identified in Attachment 3 Annex U

Addition and Removal of sites under the circumstances as identified in Call Off Schedule 26 Special Terms

Any such adjustments 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 prices and shall be calculated by reference to the fixed price pricing matrix set out below:

REDACTED TEXT under FOIA Section 43, Commercial Interests.

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;

(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)

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

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index (CPI). Indexation and this shall only apply from 01/10/2024and shall be applied on every yearly anniversary from this date.

Indexation shall be applied to the Baseline Monthly Payment and the Baseline Monthly Payment and the items listed on the Billable Works worksheet of Call-Off Schedule 5 Annex 2.

**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)

Pass Through costs to be agreed during Mobilisation Period but will incorporate the following:

* Franking and Courier
* Newspapers
* Furniture
* Portaloos

**MORE FAVOURABLE COMMERCIAL TERMS**

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

**TUPE OPTION**

Option 2 - Further Competition TUPE Risk Premium as per Call-Off Schedule 6 – TUPE Surcharge

**VARIATION THRESHOLD**

Not Applicable

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLD**

The Inclusive Repair Thresholds shall be: £0.00

**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 |

Please refer to Soft FM Attachment 3 - Annex B – Standards and Processes, Appendix 3.3 Process Map 3 for flow diagram of Additional Billable Works

The value of Billable Works not requiring approval is: £0.00

**BUSINESS CRITICAL EVENTS**

Business Critical Events are as set out in the Specification and as follows:

Business Critical Events are events which:

1. would cease or severely impair the Buyer's and/or any of the Buyers Clients/Customers operations unless completed and
2. any event which pose a high level of risk and/or an immediate health and safety or security risk, and/or
3. any other event which presents an imminent risk of injury to persons or damage to any Affected Property or a situation requiring immediate action.

Business Critical Events shall include but may not be limited to:

* Fire
* Flood
* Vandalism
* Power Outage
* Industrial Action
* Civil Unrest
* Pandemic.
* Continuity of Government
* Terrorism Event
* Water Loss
* Act of War

Disaster Period - 1 hour (unless otherwise agreed with the Buyer).

**METHOD OF PAYMENT**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER INVOICING ADDRESS:**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER AUTHORISED REPRESENTATIVE:**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER NOTICES**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER SECURITY POLICY:**

Please refer to Annex S Security Policies.

**PROGRESS REPORT FREQUENCY:**

Refer to Attachment 3 - Specification for additional reporting requirements that may be required throughout the contract

**During the Mobilisation Period**;

The Supplier shall provide a report for the Buyer on a Monthly basis. The format will be specified by the Buyer and agreed with the Supplier;

**After the Mobilisation period;**

The Supplier shall provide a quarterly report as per the specification - Attachment 3

The Supplier shall provide a reconciliation report to the Buyer within seven (7) calendar days following the end of each quarter.

**PROGRESS MEETING FREQUENCY:**

**During the Mobilisation Period**;

Attend progress meetings in accordance with The Buyer's requirements during the Mobilisation Period (flash meetings weekly and formal Mobilisation review meeting monthly). Mobilisation meetings shall be chaired by The Buyer and all meeting minutes shall be kept and published by The Supplier.

**After the Mobilisation Period;**

After mobilisation there will be monthly performance meetings and quarterly supply chain meetings.

**KEY ROLES/STAFF:**

* Account Manager - assumes full responsibility for the delivery of the FM Service
* Alliance Manager - assumes full responsibility for the collaborative working across all GPA Regional Supply Chain Partners
* Operations Manager – works for the Account Manager and takes responsibility for delivering services and quality performance.
* Health Safety Manager – responsible for the health, safety and welfare of the contractors employees
* Service Delivery Manager – responsible for delivering the service with appropriate governance alignment
* Workplace Experience Coordinator - responsible for managing customer related services at Key buyer sites
* Systems Service Desk (CAFM) Manager - responsible for ICT and interface with Buyer digital solutions
* Sustainability Manager - Responsible for ensuring Sustainability targets are achieved in line with statutory and contractual requirements
* Compliance Manager - Responsible for ensuring statutory and contractual compliance.
* Mobilisation Manager - Responsible for ensuring the effective Mobilisation of the Contract

REDACTED TEXT under FOIA Section 40, Personal Information.

**KEY SUBCONTRACTORS:**

REDACTED TEXT under FOIA Section 40, Personal Information.

**COMMERCIALLY SENSITIVE INFORMATION:**

REDACTED TEXT under FOIA Section 43, Commercial Interests.

**SERVICE PERIOD:**

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

**KPI CREDITS, AT RISK %**

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: 10%

**RISK REGISTER:**

The Risk Register will be agreed between the two parties during the Mobilisation Period.

**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:**

Please refer to Call Off Schedule 26 Special Terms Special Term 35 (Background Checks)

**CONCESSION:**

Not Applicable

**COLLATERAL WARRANTIES**

N/A

**PERFORMANCE BOND**

If you are awarded a Contract as a result of this competition, you will be required to provide a Performance Bond in accordance with Call Off Schedule 21: Performance Bond, Call Off Schedule 26 - Special Terms - Term 26 - Performance Bond and submit such Performance Bond within the ABI Model Form of Guarantee Bond. The award of any Contract is conditional upon the receipt of a valid and duly executed Performance Bond.

**CALL-OFF GUARANTEE**

If you are awarded a Contract as a result of this competition, you may be required to provide further Guarantees if the credit rating drops below the applicable Credit Rating Threshold set out in Annex 2 to Joint Schedule 7 - Financial Distress. In such circumstances, the Supplier shall provide to the Buyer a duly executed Call-Off Guarantee in the form set out in Annex 1 to Joint Schedule 8 -Guarantor for the benefit of the Buyer and a certified copy extract of the board minutes and/or resolution of the Call-Off Guarantor approving the execution of the Call-Off Guarantee.

**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 and 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 Supplier:** | |
| --- | --- | --- | --- |
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information. | Name: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information. | Role: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date: | REDACTED TEXT under FOIA Section 40, Personal Information. | Date: | REDACTED TEXT under FOIA Section 40, Personal Information. |

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

**Part B**

**Call-Off Schedules**

REDACTED TEXT under FOIA Section 43, Commercial Interests

**Joint Schedules**

REDACTED TEXT under FOIA Section 43, Commercial Interests

**Final Clarifications Log here**

REDACTED TEXT under FOIA Section 43, Commercial Interests

**Price Matrix Clarification records and outcomes here**

REDACTED TEXT under FOIA Section 43, Commercial Interests