

Bid pack attachment 5: Order Form

OPP-12973

Total Security Services for the HM Revenue & Customs Estate

SR525506438

Attachment 5 Order Form

CALL-OFF REFERENCE: **SR525506438**

THE BUYER: **The Commissioners for His Majesty's Revenue and Customs**

BUYER ADDRESS **HM Revenue and Customs, 100 Parliament Street, Westminster, SW1A 2BQ**

THE SUPPLIER: **Mitie Security Limited**

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

REGISTRATION NUMBER: **GB 416 7066 54**

DUNS NUMBER: **211631437**

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 11th March 2024.

It's issued under the Framework Contract with the reference number RM6257 for the provision of HMRC Total Security Services.

CALL-OFF LOT(S):

Lot 1 - Total Security

CALL-OFF

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

Lot	Tick as appropriate	Supplier accreditations required for the Lot
Lot 1 - Total Security	√	ISO 9001, Cyber Essentials, Security Industry Authority Approved Contractor Scheme
Lot 2 - Guarding Service		ISO 9001, Cyber Essentials, Security Industry Authority Approved Contractor Scheme
Lot 3 - Physical and Technical Services		ISO 9001, Cyber Essentials
Lot 4 – Additional Services		ISO 9001, Cyber Essentials

CALL-OFF INCORPORATED TERMS

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. Call-Off Schedule 23 (HMRC Terms);
3. Joint Schedule 1 (Definitions and Interpretation)
4. Framework Special Term
5. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6257**
 - 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 RM6257**
 - 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 11 (Installation Works)
 - 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 22 (Lease Terms)
 - Call-Off Schedule 25 (Billable Works and Projects)
 - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
 - Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)
 - Call-Off Schedule 28 (TUPE Surcharge)
 - Call-Off Schedule 29 (Redundancy Surcharge)
 - Call-Off Schedule 31 (Performance Bond)
 - Call-Off Schedule 32 (Consortium Bids)

5. CCS PSC Core Terms (Version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. 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.

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:

Framework Ref: RM6257

Project Version: v1.0

Model Version: v3.9

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1. For the purposes of this Call-Off Contract only, Joint Schedule 1 (Definitions) is amended as follows:
 - 1.1 in the definition of “Audit” replace Paragraph k) with “k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;”;
 - 1.2 replace the definition of “Comparable Supply” with “the supply of deliverables to another buyer of the Supplier that are the same or similar to the Deliverables;”;
 - 1.3 in the definition of “Costs” replace “Work Day” with “work day”;
 - 1.4 replace the definition of “Subprocessor” with “any third party appointed to process Personal Data on behalf of that Processor related to a Contract;”;
 - 1.5 unless the context otherwise requires, replace references to “month” in the definitions of defined terms with “Month”; and
 - 1.6 unless the context otherwise requires, replace references to “Supplier Personnel” in the definitions of defined terms with “Supplier Staff”.
- 2 For the purposes of this Call-Off Contract only, Clause 24.5 Core Terms is replaced with the words “Except as expressly set out in Paragraphs 7 and 7A of Call-Off Schedule 5 (Pricing Details), if there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.”

Further amendments to the Call-Off Schedules, Joint Schedules, Core Terms and Definitions have all been made as tracked changes in the relevant documents executed alongside this Order Form and are summarised for the Supplier in the table below.

[Note to Suppliers: for the avoidance of doubt, the executed Call-Off Contract and its Schedules shall take precedence over the summary set out below, this is provided for ease of understanding at Call-Off Further Competition stage.]

Schedule Name	Summary of Changes
RM6257 Core Terms	Minor edits for clarification purposes
Call-Off Schedule 1 (Transparency Reports)	1.5 - additional wording - “1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract.” Annex A: List of Transparency Reports – list of reports included.
Call-Off Schedule 2 (Staff Transfer)	2.3.2 - 5 Working Days of receipt of notice changed to 10. 2.5 - 5 Working Day period changed to 10. 5.1.1 - Cabinet Office Statement of Practice on Staff Transfers in Public Sector of January 2000, revised 2007, amended to December 2013.

Schedule Name	Summary of Changes
Call-Off Schedule 3 (Continuous Improvement)	2.4 – minimum requirements for the content of the Continuous Improvement Plan have been included. 2.10 – the Supplier is required to update the Continuous Improvement Plan at least every 3 months, previously this was annually. 3 – application of Gainshare and the governance around it has been built into the schedule, including the requirements of a Gainshare Report.
Call-Off Schedule 5 (Pricing Details)	Minor edits to wording. Option B removed. Annex 1 added to provide further guidance on completion of Pricing Matrix New – section 7A added. Changes to National Insurance contributions and employment levies.
Call-Off Schedule 6 (ICT Services)	New definitions for “Object Code”, “Specially Written Software Implementation Plan”, “Specially Written Software Milestone” and “Specially Written Software Milestone Date” inserted to make paragraph 9.1.2 work properly. Paragraphs 10-17 on Supplier Furnished Terms removed as not applicable.
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Minor edits to wording. 10 – not applicable. Part B 1.2 - edits to working day periods.
Call-Off Schedule 9 (Security)	Part A to be deleted. Part B – Additions made to “Definitions” section.
Call-Off Schedule 10 (Exit Management)	4.4.1 - durations for updating the exit management plan inserted.
Call-Off Schedule 11 (Installation Works)	2.2 - added a requirement to notify HMRC in writing of the rectification works completed. Wording amended to clearly state that it isn't that the Installation Works meet the required criteria within 5 Working Days of the rectification – but that HMRC has 5 Working Days to terminate for material Default if the Installation Works are still defective. 2.3 - Cross references amended. Clarification inserted that the term applies regardless of any rectification / remediation under 2.2.

Schedule Name	Summary of Changes
Call-Off Schedule 13 (Mobilisation Plan & Testing)	<p>Minor edits to wording.</p> <p>Edit to “Mobilisation Period” definition on page 1.</p>
Call-Off Schedule 14 (Key Performance Indicators)	<p>Updates to and removal of Definitions.</p> <p>Minor edits to wording.</p> <p>KPI Credit Ratchet mechanism removed.</p> <p>Critical KPIs added and impact of failure of these Critical KPIs is set out in Attachment 3 - Annex B KPI Pay Mech Model along with full details of the KPIs.</p>
Call-Off Schedule 15 (Call-Off Contract Management)	<p>4.3 – requirement is on the Supplier only to notify the Buyer of changes to Board members, no longer a mutual obligation.</p> <p>Strategic Supplier Relationship Management (SSRM) governance, a requirement for Government ‘Gold’ contracts, has been built into the Schedule at Annex A.</p>
Call-Off Schedule 16 (Benchmarking)	<p>New Definitions for “Benchmarked Rates” and “Benchmarking Reports” to provide greater clarity.</p> <p>New Section 4 – alternative benchmarking process outlined for use where Comparison Groups either are not applicable, or the cost data cannot reasonably be obtained.</p> <p>3.3.2 – changes from a Benchmarking Report to be implemented by the Supplier no later than three months.</p> <p>New 3.3.3 to 3.3.4 – additional Supplier rights: right to reject the Benchmarking Report if the correct process has not been followed, and right to reject if it would lead to the Supplier operating the contract at a loss (and proven).</p> <p>New 3.3.5 – failure by the Supplier to implement the changes from a Benchmarking Report within the three-month time limit gives the Buyer the right to terminate the contract immediately, except where the rights of 3.3.3 and 3.3.4 apply.</p>
Call-Off Schedule 22 (Lease Terms)	<p>Minor edits throughout.</p> <p>3.1.1 to 3.1.5 added regarding exclusion of certain core terms.</p> <p>7.9 removed</p>
Call-Off Schedule 23 (HMRC Terms)	<p>Sections A, B, C added.</p>

Schedule Name	Summary of Changes
	<p>Minor edits throughout.</p> <p>2.3 wording added regarding when “Tax Compliance Failure” shall apply.</p> <p>3.4 wording added regarding recoverable sums of money.</p> <p>3.5 wording added regarding reasonable assistance in respect of 3.4.</p> <p>6.1 wording added regarding connected companies / sub-contractors use of offshore tax structure.</p> <p>8.2 Wording added about complying with Government Data and the Social Security Administration Act 1992.</p> <p>Paragraph 9 added – “Confidentiality, Transparency and Publicity”.</p>
Call-Off Schedule 25 (Billable Works and Projects)	Minor edits to wording.
Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)	Minor edits to wording.
Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)	Minor edits to wording.
Call-Off Schedule 29 (Redundancy Surcharge)	<p>Minor edits to wording and new definitions added to provide greater clarity.</p> <p>amendments to cover Continuing Former Supplier Employees</p>
Call Off Schedule 32 (Consortium Bids)	Minor edits at 2.1 and 3.3.
Joint Schedule 4 (Commercially Sensitive Information)	List of Commercially Sensitive Information added to table, including start date and end date.
Joint Schedule 7 (Financial Difficulties)	<p>5.1 Financial Indicators set as Turnover Ratio, Net Interest Paid Cover, Acid Ratio.</p> <p>Removed - Annex 5 Optional Clauses for Bronze Contracts.</p>
Joint Schedule 10 (Rectification Plan)	Minor edits to section - Deadline for receiving rectification plan.

EFFECTIVE DATE: **18 March 2024**

DATE THE CONTRACT PERIOD COMMENCES: **24 June 2024**

MOBILISATION PERIOD: **3 months (24 March 2024 – 23 June 2024)**

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE
CONTRACT YEAR 1 COMMENCES: **24th June 2024**

DATE CALL-OFF INITIAL PERIOD ENDS: **23rd June 2029**

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):
24th June 2029 to 23rd June 2032

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):
24th June 2032 to 23rd June 2033

CALL OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates):
24th June 2033 to 23rd June 2034

TOTAL MAXIMUM CONTRACT PERIOD **24th June 2024 to 23rd June 2034**

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]

DRAWN DOWN DELIVERABLES:

The provision of Deliverables is set out in Call-Off Schedule 20 (Specification), its Annex A Deliverables Matrix, the Pricing Matrix, Call-Off Schedule 5 (Pricing Details), Call-Off Schedule 13 (Mobilisation Plan and Testing), and all other Call-Off Contract Schedules provided by the Buyer as part of this Call-Off Contract.

The location of the provision of certain Deliverables is not fixed on the Effective Date however the Buyer expects to add further Buyer Premises to this Call-Off Contract ("On-Board") over time and is aware that the following parameters may apply to its requirements for these Deliverables;

- The Data Room document, "DR002 Building Information", sets out a full list of the "Buildings in Scope" that the Buyer expects to On-Board to this Call-Off

Contract, and the date that On-Boarding is anticipated for each Building in scope listed.

- The Buyer may need to occupy additional premises that are not currently Buildings in Scope, and the Buyer may, at its sole discretion, On-Board any of these additional premises to this Call-Off Contract.

The Supplier acknowledges that the volume of certain Deliverables and the range of Deliverables required by the Buyer under this Call-Off Contract may be subject to adjustment and change during the Contract Period. 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

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 of the Core Terms (Changing the Contract)
- Indexation

TARGET COST

Not Applicable

PAYMENT METHOD

BACS following receipt of a valid invoice. HMRC use an e-Trading portal [myBUY](#) (provided by SAP ARIBA) to manage all ongoing financial transactions with its suppliers.

BUYER'S INVOICE ADDRESS:

Accounts Payable

payments.team@hmrc.gov.uk

B Spur, South Block

Barrington Road

Worthing West

Sussex

BN12 4XH

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Average Weekly Earnings (AWE) Regular Pay Index as reported by the Office for

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National Statistics (ONS) based on the latest reporting period available at the point of application of indexation. Indexation shall only apply from Contract Year Four (4) on **24th June 2028** and shall be applied on every yearly anniversary thereafter. Indexation shall be applied to the Baseline Monthly Payment and the Schedule of Rates only. For the avoidance of doubt, this shall not apply to Billable Works. In any case indexation will only be chargeable by the Supplier where the Supplier can adequately demonstrate to the Buyer, one Month in advance of any index application to charges, that there is evidential impact of inflation to actual costs of delivery of the Services, and the Buyer has agreed to incur indexation.

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Option 2 – Further Competition TUPE Risk Premium in accordance with Call-Off Schedule 28 (TUPE Surcharge)

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: NIL

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	██████████
Tier Two Billable Works	██████████
Tier Three Billable Works	██████████
Tier Four Billable Works	██████████

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: ██████████

BUSINESS CRITICAL EVENTS

Any event which relates to the immediate security or health and safety of Buyer Premises;

Any event which triggers the invocation of the Business Continuity and Disaster Recovery Plan;

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Any event that prevents or severely restricts the Buyer from conducting normal operations or is of a dangerous nature;

Including but not limited to:

- Fire
- Gas Leak
- Major Flood
- Security breach
- Fire alarm failure
- Building evacuation
- Asbestos release
- Infection control
- Bomb or other security threat
- Major power and lighting failure
- Emergency lighting failure
- Major heating system failure
- Flood or severe weather damage to the premises
- Blocked foul water drains or overflowing toilets
- Damage compromising the security of the Premises
- Loss of water supply to the premises
- Loss of the use of Critical Assets
- Loss of building security systems including access control gates, intruder detection or CCTV
- Fire - Sprinkler systems and extinguishers
- Continuity of the Business-Critical Functions
- Water systems contamination
- Disaster Period

WARRANTY

The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

CYBER ESSENTIALS

Basic

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles do not apply to this Call-Off Pricing.

FINANCIAL TRANSPARENCY OBJECTIVES

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

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BUYER'S AUTHORISED REPRESENTATIVE:



BUYER NOTICES



BUYER SECURITY REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement#sustainable-procurement>

BUYER'S SECURITY POLICY

Appended at Call Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY:

The Supplier shall develop a Communication and Reporting Plan that identifies key meetings, reports, evaluation and action plans in accordance with the requirements and minimum content of which is set out and is stated in RM6257-Attachment 3-Specification. This shall be agreed with the Buyer and reviewed annually.

Framework Ref: RM6257

Project Version: v1.0

Model Version: v3.9

PROGRESS MEETING FREQUENCY

The Supplier shall establish within its Communication and Reporting Plan and agree with the Buyer, a meeting structure based upon the following indicative frequencies:

- Weekly with Buyer representative and/or any other representative identified by the Buyer;
- Monthly operational progress meetings;
- Quarterly progress / strategy and HSE meetings;
- Quarterly Building Forums (multiple external contractors and Buyer's SME);
- Annual strategy / review meetings
- Annual Contractor Forum;
- Ad-hoc meetings on demand, especially where incident investigation is indicated and within reasonable time frame.

KEY ROLES/STAFF:



- **Head of Learning & Development (HoLD)** – to be appointed.

KEY SUBCONTRACTORS:

ISA Support Services
Bardwood Support Services Limited

E-AUCTIONS: (Lot 3 only)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

The Commercially Sensitive Information specified in Joint Schedule 4 (Commercially Sensitive Information)

Framework Ref: RM6257

Project Version: v1.0

Model Version: v3.9

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

1. For the avoidance of doubt, the Additional Insurances specified in this Order form require higher levels of indemnity and further express requirements for a third-party public and products liability insurance policy than set out in the Annex to Joint Schedule 3. In the event of any conflict between the terms of Joint Schedule 3 and this Order Form, the terms of this Order Form shall take precedence for the purposes of this Call-Off Contract (unless otherwise stated).
2. In accordance with Joint Schedule 3, the Supplier shall have in place the following Additional Insurances as specified herein:
 - 2.1. third party public and product liability insurance;
 - 2.2. which as a minimum, indemnifies the Supplier in respect of all sums which the Supplier shall become legally liable to pay as damages and claimant's cost and expenses in respect of accidental:
 - 2.2.1. (1) death, or (2) bodily injury to, or (3) sickness, illness or disease contracted by, any person; and
 - 2.2.2. loss of or damage to property, happening during the period of insurance and arising out of or in connection with the provision the Deliverables in connection with this Contract, or as the Supplier may otherwise be liable under the terms of this Contract, including by operation of Law in connection with this Contract;
 - 2.3. contains a limit of indemnity of not less than [REDACTED] [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited in the annual period of insurance, but, and subject always to Paragraph 5.1 of Joint Schedule 3, [REDACTED] [REDACTED] in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy); and
 - 2.4. contains an indemnity to principal's clause or additional insured equivalent.

GUARANTEE:

Not Applicable

SERVICE PERIOD:

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

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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: [REDACTED]

(ii) the Earn Back % shall be: The amount of the Earn Back shall be calculated as the product of the KPI Credit paid in the previous Service Period in relation to the relevant KPI Category and the Earn Back %.

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 following social value commitments as were provided for in its 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

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

