THE LORD CHANCELLOR

AND

SUPPLIER

SECURITY SERVICES CALL-OFF ORDER FORM

ORDER FORM AND CALL-OFF SCHEDULES
Part A - Order Form

Contract Number: 17126
From the ("Buyer "): The Lord Chancellor, acting as part of the Crown

To the ("SUPPLIER")
Name: OCS GROUP UK LIMITED

Registered Address: [redacted]

Registered Number: [redacted]

DUNS Number: [redacted]

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 2017 for the provision of security services.

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,
1b		ISO 9001, ISO 14001
1c	**X**	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 Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) (as appended at Part D (Joint Schedules) with Project and Buyer specific amendments (if any))
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
5. The following Schedules:
    - Joint Schedule 2 (Variation Form) (as appended at Part D (Joint Schedules) with Project and Buyer specific amendments (if any))
    - Joint Schedule 3 (Insurance Requirements) (as appended at Part D (Joint Schedules) with Project and Buyer specific amendments (if any))
    - Joint Schedule 4 (Commercially Sensitive Information) (as appended at Part D (Joint Schedules) with Project and Buyer specific amendments (if any))

- Joint Schedule 6 (Key Subcontractors) (as appended at Part D (Joint Schedules) with Project and Buyer specific amendments (if any))
- Joint Schedule 7 (Financial Distress) (as amended in the form appended at Part D (Joint Schedules))
- Joint Schedule 8 (Guarantee) (as appended at Part D (Framework and Joint Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 1 (Transparency Reports) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 2 (Staff Transfer) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- 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) (as amended in the form appended at Part C (Call-Off Schedules)
- 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) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 4A (Billable Works and Projects) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 5 (Call-Off Pricing) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 6 (TUPE Surcharge) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 7 (Key Staff) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 9 (Security) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 10 (Exit Management) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 11 (Processing Data) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 12 (ICT Services Terms) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 13 (Mobilisation Plan and Testing) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 14 (Key Performance Indicators) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 15 (Contract Management) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 16 (Benchmarking) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 17 NOT USED

- Call-Off Schedule 18 NOT USED
- Call-Off Schedule 19 (Collateral Warranty Agreements) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 20 NOT USED
- Call-Off Schedule 21 (Performance Bond) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 23 (Redundancy Surcharge) (as appended at Part C (Call-Off Schedules) with Project and Buyer specific amendments (if any))
- Call-Off Schedule 24 (Authority Policies)

6. TT-05. Order Form Part B Call-Off Special Terms v1.0
7. Joint Schedule 5 (Corporate Social Responsibility).
8. 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 Special Terms set out in Part B (Call-Off Special Terms), Part C (Call-Off Schedules with Buyer Specific Amendments), Part D (Joint Schedules with Buyer Specific Amendments) shall be incorporated into this Call-Off Contract

CALL-OFF START DATE: 01 April 2020

CALL-OFF EXPIRY DATE: the date falling 5 years after the Start Date (as may be extended by any implementation of a Call-Off Contract Optional Extension Period)

CALL-OFF INITIAL PERIOD: 5 (five) Years from the Start Date

Call-Off Contract Optional Extension Period: up to four (4) further Years in one or more extensions

CALL-OFF DELIVERABLES:

The following Deliverables shall be provided under this Call-Off Contract: the Deliverables at each of the Buyer Premises specified in the Statement of Requirements (appended to Part E (Statement of Requirements) of this Order Form) at the Buyer Premises.

DRAWN DOWN DELIVERABLES:

- Additional provisions applicable to the provision of such Deliverables: Not Applicable

- The pricing provisions that will apply to the provision of these Deliverables will be: those set out in the Pricing Matrix

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

- The Buyer opens new courts related buildings that it wants the Supplier to provide the Services at;
- The Buyer relocates any of the Buyer Premises;
- The Buyer may close all or part of any Buyer Premises;
- The Buyer may extend all or part of any Buyer Premises;
- The Buyer may vacate or cease to use or otherwise remove from the provisions of this Contract all or part of any Buyer Premises
- The Buyer may wish to amend the types of Services or the way in which they are delivered
- Amendments to the TUPE data
- Amendments permitted in accordance with the Verification Procedure
- An increase in the amount of Billable Works allowed 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:

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 Fee Pricing Matrix set out at Call-Off schedule 5 (Call-Off Prices)

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) changes agreed in accordance with the Variation Procedure.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms

ESTIMATED YEAR ONE CONTRACT CHARGES

The Estimated Year One Contract Charges shall be [redacted]

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Certain elements of the Prices shall be indexed prior to the Start Date in accordance with the Pricing Methodology. Thereafter, shall be applied on every yearly anniversary of the Start Date.

Indexation shall be applied to:

- the Baseline Monthly Payment; and
- the Security Schedule of Rates

PASS THROUGH COSTS

NOT APPLICABLE

VARIATION THRESHOLD
NOT APPLICABLE

INCLUSIVE REPAIR THRESHOLD
NOT APPLICABLE

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

NOT APPLICABLE

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows:

In addition to those set out in Joint Schedule 1 (Definitions) as amended by the Call-Off Contract Special Terms:

(a) breach of any obligation set out in Call-Off Schedule 9 (Security) and/or Call-Off Schedule 12 (ICT);

(b) prevents any of the Buyer Premises from operating as a functioning court or tribunal for 3 (three) Working Days;

(c) any event caused by the Supplier that prevents the Buyer from complying with its obligations under Legislation (including failure to provide any reports or maintenance forming part of the Deliverables that is required by Legislation); and/or

(d) any event caused by the Supplier that prevents the Buyer from complying with its obligations under Legislation (including failure to provide health and safety reports).

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: £0 (zero pounds)

METHOD OF PAYMENT
BACS to account [redacted]

BUYER INVOICING ADDRESS:
Ministry of Justice, 102 Petty France, Westminster, London, SW1H 9AJ

BUYER AUTHORISED REPRESENTATIVE:

[redacted],

BUYER NOTICES

To the Buyer Authorised Representative or such other person as the Buyer Authorised Representative shall notify in writing to the Supplier Authorised Representative from time to time.

BUYER SECURITY POLICY:

The Security and Safety Operating Procedures (SSOP) documents, set out in the Data Room in the SSOP folder, and as amended from time to time, and as listed Call-Off Schedule 24 (Authority Policies).

PROGRESS REPORT FREQUENCY:

"As agreed to be completed by the Parties from time to time"

PROGRESS MEETING FREQUENCY:

"As agreed to be completed by the Parties from time to time"

KEY ROLES/STAFF:

[redacted]

KEY SUBCONTRACTORS:

Subcontractor	Service
[redacted]	

COMMERCIALLY SENSITIVE INFORMATION:

The Pricing Matrix.

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be 1 (one) Month.

KPI CREDITS, AT RISK % AND EARN BACK%:

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% (six percent); and
(ii) the Earn Back % shall be: 30% (thirty percent)

RISK REGISTER:

Not Applicable

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 % (thirty-three) of sub-contracted spend with SMEs.

RELEVANT CONVICTIONS:
Not Applicable

CONCESSION:
Not Applicable

COLLATERAL WARRANTIES

- The Supplier procures collateral warranties from the Subcontractors identified below:

[redacted]

in favour of:

- the Authority; .....

PERFORMANCE BOND

If (Performance Bond) is used the amount of the performance bond is 10 (ten) percent of the total Charge for the Term

CALL-OFF GUARANTEE

The Supplier shall give to the Authority a guarantee by the Call-Off Guarantor of the Supplier's performance in the form of the Call-Off Guarantee set out in Joint Schedule 8 (as amended by the Call-Off Special Terms. Where the Call-Off Guarantor is an organisation not registered in the United Kingdom, the Call-Off Guarantor shall provide a legal opinion confirming the Call-Off Guarantor's capacity and ability to enter into 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 section 13 of Work Package A (Contract Management) and the Supplier's Tender:

[redacted]

IN WITNESS of which this Agreement has been duly executed, but not delivered until the date specified on this deed, by the Parties on the date which appears at the head of its page 1.

THE CORPORATE SEAL of)

THE LORD CHANCELLOR) **hereunto affixed is authenticated by:**

[redacted]

)

)

EXECUTED AS A DEED, but not) delivered until the date specified on this deed, by OCS GROUP UK LIMITED by a director

In the presence of a witness:) signature:

Witness name (block capitals):

Witness address:

[redacted]

Part B Call-Off Special Terms

The Core Terms of the Framework Agreement apply to this Call-Off Contract as amended in this Part B.

Part C

Call-Off Schedules

The following Call-Off Schedules, as amended and appended to this Part C, are incorporated into this Call-Off Contract:

- Call-Off Schedule 1 Transparency Reports
- Call-Off Schedule 2 Staff Transfer
- Call-Off Schedule 3 Continuous Improvement
- Call-Off Schedule 4 Facilities Management
- Call-Off Schedule 4A Billable Works
    - Annex – Billable Works Approvals Process
- Call-Off Schedule 5 Call-Off Pricing
    - Call-Off Schedule 5 Annex
- Call-Off Schedule 6 TUPE 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 KPIs
    - Call-Off Schedule 14 - Annex A KPI Model
    - Call-off Schedule 14 - Annex B Payment Mechanism
    - Call-off Schedule 14 - Annex C KPI guidance note
    - Call-off Schedule 14 - Annex C Part 1 - KPI Inspection Form
    - Call-off Schedule 14 - Annex D Payment Mechanism Instructions
- Call-Off Schedule 15 Contract Management
- Call-Off Schedule 16 Benchmarking
- Call-Off Schedule 19 Collateral Warranty Agreements
- Call-Off Schedule 21 Performance Bond
- Call-Off Schedule 22 Call-Off Tender
- Call-Off Schedule 23 Redundancy

Call-Off Schedule 24 Authority Policies

Part D (Joint Schedules)
with Project and Buyer specific amendments (if any)

The Joint Schedules apply to this Call-Off Contract as amended and appended to this Part D of the Order Form:

- Joint Schedule 1 Definitions
- Joint Schedule 2 Variation Form
- Joint Schedule 3 Insurance
- Joint Schedule 4 Commercially Sensitive Information
- Joint Schedule 5 Corporate Social responsibility
- Joint Schedule 6 Key Subcontractor's
- Joint Schedule 7 Financial Distress
- Joint Schedule 8 Guarantee
- Joint Schedule 10 Rectification Plan
- Joint Schedule 11 Data Processing

PART E – STATEMENT OF REQUIREMENTS

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]