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**Order Form**

Further competition under Lot 1 RM6257

Security – physical, technical and support services

Contract reference: CCSE22A05

Community Health Partnerships Security and Reception Services

Multi regional Lot Procurement

Lot 3 - Midlands

**Order Form**

**CALL-OFF REFERENCE:**  CCSE22A05

**THE BUYER:** Community Health Partnerships (CHP)

**BUYER ADDRESS** **REDACTED TEXT under FOIA Section 40, Personal Information.**

**THE SUPPLIER:** Mitie Security Limited

**SUPPLIER ADDRESS:** **REDACTED TEXT under FOIA Section 40, Personal Information.**

registered address (if registered)

**REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information.**

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

**SID4GOV ID: 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.

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is for the provision of the Call-Off Deliverables and dated **15 March 2024.**

It’s issued under the Framework Contract with the reference number RM6257 for the provision of Security and Reception Services.

**CALL-OFF LOT:**

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 | **Yes** | ISO 9001, Cyber Essentials, Security Industry Authority Approved Contractor Scheme |

**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. Joint Schedule 1 (Definitions and Interpretation) RM6257framework reference number]
3. Framework Special Term
4. 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 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)
  + 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)

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 Real Living Wage or on Agenda for Change terms and conditions shall be increased only in line with relevant legislation/guideline changes and shall be applied at the point of impact of those changes.

The Payment Index that shall be applied in relation to indexation for other costs, not explicitly excluded in the list below, shall be the Consumer Price Index.

Indexation shall only apply from the first anniversary of the Call-Off Start and shall be applied on every yearly anniversary of the Call-Off Start Date.

Costs associated with the following are excluded from the Payment Index and will be subject to agreement between the parties:

* Background checks (including DBS)
* PPE
* Equipment
* Uniform
* Mobilisation costs

**EFFECTIVE DATE:** 1 April 2024

**DATE THE CONTRACT PERIOD COMMENCES:** 1 April 2024

**MOBILISATION PERIOD:** 1 April 2024

**DATE THE CALL-OFF INITIAL PERIOD COMMENCES:** 1 August 2024.

**DATE CALL-OFF INITIAL PERIOD ENDS:** 31 July 2029

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

1 August 2029 – 31 July 2031

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

1 August 2031 – 31 July 2033

**TOTAL MAXIMUM CONTRACT PERIOD** - 1 April 2024 to 31 July 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:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Description** | **Value** |
| 3 | Midlands | £3,310,882 |

**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
* Social Value Portal fee

**MORE FAVOURABLE COMMERCIAL TERMS:**

For this framework these will only apply to Pass Through Costs

**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 AUTHORISED REPRESENTATIVE:**

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

**BUYER CONTRACT MANAGER:**

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

**BUYER NOTICES:**

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

**BUYER SECURITY REPRESENTATIVE:**

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

**SUPPLIER’S AUTHORISED REPRESENTATIVE**:

**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 40, Personal Information.**

**COMMERCIALLY SENSITIVE INFORMATION:**

See Joint Schedule 4 - Commercially Sensitive Information

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

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

**SERVICE PERIOD:**

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%

**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 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

|  |  |  |  |
| --- | --- | --- | --- |
| **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 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.** |