

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **Project_9885**

THE BUYER: **Border Force on behalf of the Secretary of State for the Home Department**

BUYER ADDRESS: 2 Marsham Street, London SW1P 4DF

THE SUPPLIER: Galliford Try Holdings plc

SUPPLIER ADDRESS: Blake House 3 Frayswater Place, Cowley, Uxbridge, Middlesex, United Kingdom, UB8 2AD

REGISTRATION NUMBER: 12216008

DUNS NUMBER: **n/a**

SID4GOV ID: **n/a**

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 14 March 2025.

It's issued under the Framework Contract with the reference number RM6257 for the provision of Site Survey, Supply, Installation & Maintenance of Overbelt Scanners.

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	X	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 Call-Off Special Terms and 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) for RM6257;
3. Framework Special Terms;
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 10 (Rectification Plan)

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- 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 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 25 (Billable Works and Projects)
 - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
 - Call-Off Schedule 28 (TUPE Surcharge)
 - Call-Off Schedule 29 (Redundancy Surcharge)

5. CCS PSC Core Terms (Version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility)

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 TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

The Special Terms set out in Call-Off Special Schedule 1 – Special Terms shall apply in accordance with the provisions outlined in the Schedule and when the Buyer draws down the required Deliverables.

Special Term 2

Service Level Agreements shall apply, in line with Call-Off Special Schedule 2 - Service Level Agreements, of this Call-Off Contract.

Special Term 3

Pricing shall be in line with Call-Off Special Schedule 3 – Supplier Rate Card, of this Call-Off Contract and shall replace Call-Off Schedule 5 (Pricing Details).

EFFECTIVE DATE: 14 March 2025

DATE THE CONTRACT PERIOD COMMENCES: 14 March 2025

MOBILISATION PERIOD: n/a

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE
CONTRACT YEAR 1 COMMENCES: 14 March 2025

DATE CALL-OFF INITIAL PERIOD ENDS): 13 March 2039

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): n/a

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): n/a

TOTAL MAXIMUM CONTRACT PERIOD 14 March 2025 to 13 March 2039
CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (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



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:

- The Buyer shall draw down the required Deliverables using the form contained within APPENDIX 1 - Request to Draw Down Deliverables
- The locations of the provision of the Deliverables will be within the following description:-

As depicted in Call-Off Schedule 20 (Call-Off Specification)

- The duration for the provision of these Deliverables will be over the following period:

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The term of the Call-Off Contract shall be for fourteen (14) years, broken into a four (4) year purchasing agreement and a ten (10) year maintenance agreement attached to each Deliverable purchased.

- The Buyer will provide at least the following amount of notice in order to require the delivery of such Deliverables : As agreed and in line with APPENDIX 1 - Request to Draw Down Deliverables.
- Such Deliverables will be drawn down with the following period following the Call Off Start Date: as agreed between the Buyer and the Supplier and in line with Call-Off Special Schedule 1 – Special Terms
- The guaranteed [minimum] [maximum] volume/unit of measure of these Deliverables will be as follows: The Buyer **DOES NOT** offer exclusivity or guarantee any level of spend under this Call-Off Contract.
- Additional provisions applicable to the provision of such Deliverables: **n/a**
- The volume tolerance which will apply to the requirements for these Deliverables will be: **n/a**
- The pricing provisions that will apply to the provision of these Deliverables will be: In line with Call-Off Special Schedule 3 – Supplier Rate Card, of this Call-Off Contract.

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

CALL-OFF CHARGES

The Call Off shall be calculated in accordance with Call-Off Special Schedule 3 – Supplier Rate Card not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the as a result of

- Indexation
- Specific Change in Law
- Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 Core Terms

TARGET COST

Not Applicable

PAYMENT METHOD

All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED]

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BUYER'S INVOICE ADDRESS:

[REDACTED]

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from **Year 4** and shall be applied on every yearly anniversary.

PASS THROUGH COSTS

The Supplier shall be entitled to recover Pass Through Costs in accordance with Call-Off Special Schedule 3 – Supplier Rate Card

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

INCLUSIVE REPAIR THRESHOLD – N/A

BILLABLE WORKS – N/A

WARRANTY

The Supplier must provide Deliverables with a warranty of at least twelve (12) months from Delivery against all obvious defects.

CYBER ESSENTIALS

Basic

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER NOTICES

[REDACTED]

BUYER SECURITY REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/environmental-principles-policy-statement>

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

Framework Ref: RM6257

Project Version: v2 .0

Model Version: v3.9

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY:

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY ROLES/STAFF:

Project Manager

Quantity Surveyor

Planner

Construction Manager

Site Manager

H&S Advisor

Survey Design Engineer

KEY SUBCONTRACTORS:

Rapiscan Systems

Smiths Detection

E-AUCTIONS: (Lot 3 only)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

Not applicable

ADDITIONAL INSURANCES

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
- product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
- public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000) [REDACTED]

GUARANTEE

Not applicable

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SERVICE PERIOD:

Not Applicable

KPI CREDITS, AT RISK % AND EARN BACK%:

Not Applicable

COLLATERAL WARRANTIES

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 Framework Agreement 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:		Name:	
Role:		Role:	
Date:		Date:	

APPENDIX 1 – Request to Draw Down Deliverables

PARTIES

1. From [insert name] (“Buyer”)
Name: [insert name]
Registered Address: [insert address]
Region:

1. To (“Supplier”)
Name:
Registered Address:
Registered Number:

Date: [Day/Month/Year]

This Request for [insert Deliverables required] form, when signed by both Parties, forms the agreement of the Supplier to support the Buyer in providing Services for Site Survey, Supply, Installation and Maintenance of Overbelt Scanners.

The Buyer requires the Deliverable as per Annex A of this Appendix 1 – Request to Draw Down Deliverables form, which shall be in line with

- Call-Off Special Schedule 1 – Special Terms
- Call-Off Special Schedule 2 - Service Level Agreements
- Call-Off Special Schedule 3 – Supplier Rate Card

Any additional services required by the Buyer outside of the Deliverables shall be agreed as per the variation process as stated within the Core Terms.

[insert any other relevant details of drawn down deliverables]

Signed by:

Buyer

Signed	
Print Name	
Role	
Organisation	
Date	

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Supplier

Signed	
Print Name	
Role	
Organisation	
Date	

ANNEX A – Proposal for Stage One / Proposal for Stage Two/ Proposal for Stage Three

Call-Off Special Schedule 1 – Special Terms

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

“Builders’ Work in Connection (BWIC)”	means any structural, civil or enabling works required to facilitate the installation, integration or operation of any equipment proposed within the Proposal for Stage Two.
“Completion of Stage Three”	means the completion of all maintenance obligations within Stage Three as agreed under an executed APPENDIX 1 – Request to Draw Down Deliverables
“Completion Of Stage Two”	means the completion of all work within Stage Two, to the Buyer’s satisfaction, and as agreed under an executed APPENDIX 1 – Request to Draw Down Deliverables
“Initial Assessment”	means a Site assessment conducted by the Supplier, as part of Stage One, in accordance with Call-Off Schedule 20 (Call-Off Specification).
“Maintenance Service”	means the maintenance services of the proposed x-ray unit, in line with Call-Off Schedule 20 (Call-Off Specification) and detailed in the Proposal for Stage Three
“Notice To Proceed to Stage Three”	means a formal notice, confirming agreement of Stage Three Prices, and Proposal for Stage Three and confirming the commencement of Stage Three via an executed APPENDIX 1 – Request to Draw Down Deliverables
“Notice to Proceed to Stage Two”	means a formal notice issued by the Buyer to the Supplier, confirming agreement of Stage Two Prices, and Proposal for Stage Two, authorising commencement of Stage Two, via an executed APPENDIX 1 – Request to Draw Down Deliverables
“Proposal For Stage One”	means details of the Initial Assessment in line with Call-Off Schedule 20 (Call-Off Specification)
“Proposal For Stage Three”	means the proposed Maintenance Services details, in line with Call-Off Schedule 20 (Call-Off Specification)

“Proposal For Stage Two”	means the Supply and Installation of Overbelt Scanner by the Supplier in line with Call-Off Schedule 20 (Call-Off Specification).
“Sectional Completion”	means the completion of each individual Site within Stage Two, as agreed by the Buyer and Supplier via an executed APPENDIX 1 – Request to Draw Down Deliverables.
“Site”	means a Buyer’s port location, as defined under Call-Off Schedule 20 (Call-Off Specification)
“Supply and Installation of Overbelt Scanner”	means the proposed x-ray unit and install, in line with Call-Off Schedule 20 (Call-Off Specification) and detailed in the Proposal For Stage Two
“Stage One”	means the Initial Assessment undertaken in line with Call-Off Schedule 20 (Call-Off Specification) and under an executed APPENDIX 1 – Request to Draw Down Deliverables.
“Stage One Prices”	means the Call-Off Charges applicable to Stage One and in line with Special Schedule 3 – Supplier Rate Card
“Stage Three”	means the Maintenance Services, undertaken in accordance with the accepted Proposal for Stage Three in line with Call-Off Schedule 20 (Call-Off Specification) and under an executed APPENDIX 1 – Request to Draw Down Deliverables.
“Stage Three Prices”	means the Call-Off Charges applicable to Stage Three and in line with Special Schedule 3 – Supplier Rate Card
“Stage Two”	means the supply and install phase of the Supply of Overbelt Scanner, undertaken in accordance with the accepted proposal for Stage Two in line with Call-Off Schedule 20 (Call-Off Specification) and under an executed APPENDIX 1 – Request to Draw Down Deliverables.
“Stage Two Prices”	means the Call-Off Charges applicable to Stage Two and in line with Special Schedule 3 – Supplier Rate Card.

2. Stage One Requirements

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- 2.1 The Supplier shall complete Stage One by the agreed timeline as outlined in the APPENDIX 1 – Request to Draw Down Deliverables.
- 2.2 Upon completion of Stage One, the Supplier shall submit the Proposal for Stage Two and the Proposal for Stage Three to the Buyer for review and acceptance via a completed and executed APPENDIX 1 – Request to Draw Down Deliverables.
- 2.3 The Buyer is under no obligation whatsoever to accept the Proposal for Stage Two and execute an APPENDIX 1 – Request to Draw Down Deliverables for Stage Two.
- 2.3 The Buyer is under no obligation whatsoever to accept the Proposal for Stage Three and execute an APPENDIX 1 – Request to Draw Down Deliverables for Stage Three.

3. Stage Two Requirements

- 3.1 Stage Two shall commence upon the issuance of the Notice to Proceed to Stage Two by the Buyer.
- 3.2 The Supplier shall execute Stage Two in line with the accepted Proposal for Stage Two, including the agreed Stage Two Prices.
- 3.3 The works for Stage Two shall include supply, installation, and any additional services as detailed in the executed APPENDIX 1 – Request to Draw Down Deliverables.
- 3.4 The Supplier shall achieve Sectional Completion for each Site, with the dates to be mutually agreed by the Buyer and Supplier, as stipulated in an executed APPENDIX 1 – Request to Draw Down Deliverables.
- 3.5 The Supplier shall include proposed payment milestones within the Proposal for Stage Two.
- 3.6 The proposed payment milestones shall be subject to review and agreement by the Buyer prior to the execution of APPENDIX 1 – Request to Draw Down Deliverables.
- 3.7 No payment shall be due in respect of any milestone until the Supplier has completed the corresponding Deliverable to the Buyer's satisfaction.
- 3.8 Any changes to the agreed payment milestones must be agreed via an executed Joint Schedule 2 – Variation Form.

4. Stage Three Requirements

- 4.1 Stage Three shall commence upon the issuance of the Notice to Proceed to Stage Three, which shall align with the Sectional Completion of each Site.
- 4.2 The Supplier shall execute Stage Three in accordance with the accepted Proposal for Stage Three, Stage Three Prices, and the agreed maintenance schedule, as stipulated in an executed APPENDIX 1 – Request to Draw Down Deliverables.

- 4.3 The Supplier shall ensure that all maintenance obligations are fulfilled in compliance with Call-Off Schedule 20 (Call-Off Specification).

5. Initial Assessment

- 5.1 Proposal for Stage One shall contain full details of the Initial Assessment, which shall be agreed by the Buyer via the execution of APPENDIX 1 – Request to Draw Down Deliverables.
- 5.2 The Supplier shall conduct a comprehensive Initial Assessment to determine the full scope, programme and requirements before submitting a Proposal for Stage Two and Proposal for Stage Three.

6. Stage Two Prices and Stage Three Prices

- 6.1 Following the Initial Assessment, the Supplier shall provide a firm and final price for both Stage Two and Stage Three, based on the rates contained in Call-Off Special Schedule 3 – Supplier Rate Card.
- 6.2 Following the execution of any APPENDIX 1 – Request to Draw Down Deliverables, any cost adjustment required due to previously unknown site conditions or regulatory changes shall be reviewed and mutually agreed upon, before implementation, via an executed Joint Schedule 2 – Variation Form.
- 6.3 The Buyer shall not be obligated to accept any cost adjustments that are not justified by reasonable and verifiable evidence.

7. Site and Access Conditions

- 7.1 The Buyer shall use best endeavours to ensure that the Site is clear and has unrestricted access, subject to security and operational constraints.
- 7.2 Any remediation or site preparation works required, if not identified during the Initial Assessment, shall be reviewed and agreed before execution via an executed Joint Schedule 2 – Variation Form.
- 7.3 The Supplier shall liaise with third parties as necessary and inform the Buyer of any dependencies impacting delivery.

8. Installation

- 8.1 Any structural or engineering alterations necessary for installation shall be identified and costed in the Initial Assessment.
- 8.2 Any subsequent modifications required for full functionality shall be subject to agreement between the Buyer and Supplier via an executed Joint Schedule 2 – Variation Form

9. Utility and Infrastructure Availability

- 9.1 The Supplier shall specify all network infrastructure, space requirements, cabling and power supply needs within the Initial Assessment.

- 9.2 The Buyer shall provide infrastructure in line with the Supplier's specifications. Any additional unplanned requirements shall be discussed and agreed upon via an executed Joint Schedule 2 – Variation Form.

10. Operational and Site Conditions

- 10.1 The Supplier shall be responsible for ensuring compatibility and integration of its equipment with existing infrastructure.
- 10.2 The Supplier shall bear no liability for downtime arising from pre-existing Site conditions, however, shall work with the Buyer to minimise disruptions.
- 10.3 The Buyer and Supplier shall cooperate to ensure seamless installation and operational continuity.

11. Safety and Compliance

- 11.1 The Supplier shall ensure full compliance with UK regulations and industry standards.
- 11.2 Any changes in legal or regulatory requirements that impact pricing or delivery shall be assessed with cost adjustments agreed upon where necessary via an executed Joint Schedule 2 – Variation Form
- 11.3 The Supplier shall be responsible for obtaining all permits, approvals and handling hazardous material disposal.

12. Ancillary Works

- 12.1 The Supplier shall include within its Proposal for Stage Two all necessary ancillary works, such as BWIC, cabling containment and structural alterations.
- 12.2 If unforeseen ancillary works become necessary during Stage Two, both parties shall assess and agree cost via an executed Joint Schedule 2 – Variation Form
- 12.3 The Supplier shall be responsible for all waste disposal and costed within Stage Two Prices.

13. Project Delivery Timeline

- 13.1 The Supplier shall adhere to the agreed programme and delivery milestones set out in Proposal for Stage Two and in line with Call-Off Special Schedule 2 – Service Level Agreements.

14. Environmental and Operating Conditions

- 14.1 The Supplier shall ensure its equipment operates within standard tolerances for dust, vibration, noise, energy efficiency and waste disposal.
- 14.2 Any additional operating requirement outside manufacturer specifications shall be highlighted in Proposal for Stage Two.
- 14.3 The Buyer shall provide, as appropriate, the necessary Site-specific information to support compliance with environmental conditions.

15. Third Party Dependencies

- 15.1 Any third-party dependencies identified during the Initial Assessment shall be incorporated into the Supplier's Stage Two Proposal and Stage Two Prices.
- 15.2 The Supplier shall liaise with all relevant third parties to facilitate project delivery.
- 15.3 During Stage Two, any additional costs arising from third-party issues shall be reviewed and agreed between the Buyer and Supplier via an executed Joint Schedule 2 – Variation Form

16. Exclusions and Modifications

- 16.1 The Supplier shall confirm any exclusions or required modifications to existing infrastructure as part of its Proposal for Stage Two.
- 16.2 If, during Stage Two, further modifications become necessary, both parties shall review and agree on cost and responsibilities via an executed Joint Schedule 2 – Variation Form
- 16.3 No unauthorised modifications shall be made without the Buyer's written consent via an executed Joint Schedule 2 – Variation Form

17. Alternative Maintenance Provider

- 17.1 The Buyer retains the right to engage an alternative maintenance provider for Maintenance Services.
- 17.2 The engagement of an alternative maintenance provider shall not;
 - 17.2.2 prevent the Buyer from returning to the Supplier for Maintenance Services at any time during the Contract Period;
 - 17.2.3 relieve the Supplier of any remaining or subsequent Call-Off Contract obligations.
- 17.3 If the Buyer chooses to re-engage the Supplier in relation to Maintenance Services during the Contract Period, the Supplier shall provide such services in accordance with the agreed terms, pricing and schedules as outlined in the Call-Off Contract.

- 17.4 If the Buyer chooses to re-engage the Supplier in relation to Maintenance Services during the Contract Period, the Supplier agrees to provide full cooperation and support to facilitate a seamless transition.

18. Subcontractor Arrangements

- 18.1 The Supplier shall, prior to engaging with any subcontractor to perform any part of the Deliverables under this Call-Off Contract, provide written confirmation to the Buyer that the subcontractor has employed staff who are suitably qualified, experienced and possess the required right to work within the UK, to carry out the Deliverable.
- 18.2 This confirmation shall include, but not be limited to, assurance that the subcontractor has conducted all necessary employment and right to work checks and that all employees engaged in the performance of the Deliverable meet the relevant legal and regulatory requirements.
- 18.3 The Supplier shall ensure that this confirmation is provided each time a new subcontractor is engaged and shall maintain records to support such confirmations, which may be subject to audit by the Buyer.
- 18.4 Failure by the Supplier to provide the required confirmation, as outlined in this Clause 18, shall be deemed a Default of this Call-off Contract. In the event of such a Default, the Buyer reserves the right to terminate this Call-Off Contract in accordance with Clause 10.4 of the Core Terms

Call-Off Special Schedule 2 - Service Level Agreements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

“Completed Job”	means when, following Corrective Maintenance, the Critical Fault and/or Non-Critical Fault has been rectified in full by the Supplier and the Supplier has provided the Buyer with the Corrective Maintenance Reports.
“Corrective Maintenance”	means works carried out by the Supplier following notification of either a Critical Fault or Non-Critical Fault;
“Corrective Maintenance Reports”	means a detailed and comprehensive document, prepared following the execution of Corrective Maintenance activities and in line with Call-Off Schedule 1 (Transparency Reports);
“Critical Exam Report”	means a report following a detailed assessment of sources of ionizing radiation, in line with Ionising Radiations Regulations 2017 (IRR17)
“Critical Fault”	means: <ul style="list-style-type: none">a) a fault with the Deliverable which causes the Deliverable to become non-functional or unusable;b) where the Deliverable is functional, but does not materially conform to the requirements of the Call-Off Contract; and/orc) where the Deliverable is functional but individual(s) is/are physically harmed by using, and/or as a result of use of, the Deliverable;
"Critical Service Level Failure"	means the failure of the Supplier to provide the Services above the Service Level Thresholds identified within Annex A to Part A of this Schedule such that the Supplier may be considered in breach of this Contract; and

which is subject to one or more of the remedies in paragraph 3 of this Schedule;

"Deliverables"

Goods, Services or software that may be ordered and/or developed under this Call-Off Contract including the documentation;

"Non-Critical Fault"

means any fault of, and/or problems with, the Deliverable that is not a Critical Fault.

"Preventative Maintenance"

means regular checks and rectifications carried out by the Supplier, at set out in Call-Off Schedule 20 - Specification, to ensure the Deliverables are operating in line with the Call-Off Contract and for the prevention of a Critical Fault and a Non-Critical Fault;

"Rectification Plan"

the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 – Rectification Plan

"Rectification Plan Process"

Means the procedure initiated when the Supplier fails to meet its obligations under Annex A to Part A of this Schedule

"Repeat Service"

means a visit by the Supplier to rectify a Critical Fault and/or Non-Critical Fault where such Critical Fault and/or Non-Critical Fault has already been subject to Corrective Maintenance

"Service Credits"

any service credits specified in the Annex to Part A of Call-Off Special Schedule 2 – Service Level Agreements, being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Levels"

any service levels specified in the Annex to Part A of Call-Off Special Schedule 2 – Service Level Agreements;

"Service Credit Cap"	means the maximum amount of Service Credits the Supplier is required to provide to the Buyer for Service Level Failure, capped at 20% of the relevant and executed APPENDIX 1 - Request to Draw Down Deliverable form.
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2 What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - 2.4.2.1 exceeds the relevant Service Level Threshold;
 - 2.4.2.2 has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - 2.4.2.3 results in the corruption or loss of any Government Data; and/or
 - 2.4.2.4 results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.2.5 the Buyer is also entitled to or does terminate this Call-Off Contract
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the

Supplier shall not be entitled to object to, or increase any of their costs as a result of such changes, provided that:

2.5.1 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.2 there is no change to the Service Credit Cap.

3 Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure

3.1.1 any Service Credits that would otherwise have accrued during the relevant period shall not accrue; and

3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Service Levels and Service Credits

a. Service Levels

1.1 If the level of performance of the Supplier:

- 1.1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.1.4 instruct the Supplier to comply with the Rectification Plan Process;
- 1.1.5 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.1.6 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default shall apply).

b. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Service Levels and Service Credits Table

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
SLA001 – Completion of Initial Assessment	Timelines	95% of Initial Assessments must be completed within fifteen (15) business days of the agreed Site access date.	90% of Initial Assessments must be completed within fifteen (15) business days of the agreed Site access date.	2% of the APPENDIX 1 - Request to Draw Down Deliverable value for each business day the Initial Assessment Maintenance exceeds fifteen (15) business days from the agreed Site access date.
SLA002 – Proposals for Stage Two and Proposal for Stage Three	Timelines	98% of Proposals for Stage Two and Proposals for Stage Three must be completed within fifteen (15) business days following the completion of the Initial Assessments.	95% of Proposals for Stage Two and Proposals for Stage Three must be completed within fifteen (15) business days following the completion of the Initial Assessments.	2% of the APPENDIX 1 - Request to Draw Down Deliverable value for each business day the Proposal for Stage Two and Proposal for Stage Three exceeds fifteen (15) business days. .
SLA003 – Installation quality	Quality	98% of installations must meet the agreed standards as depicted within the APPENDIX 1 – Request to Draw Dawn Deliverables	95% of installations must meet the agreed standards as depicted within the APPENDIX 1 – Request to Draw Dawn Deliverables	1% of the APPENDIX 1 - Request to Draw Down Deliverable value shall accrue as a Service Credit for each percentage point below the target 95% threshold.

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
SLA004 – Preventative Maintenance	Timelines	The Service Level Performance Measure will be measured against the approved individual Preventative Maintenance schedule for each individual Deliverable.	Twenty-one (21) calendar days from the date of the scheduled visit for each individual Deliverable	7% of the Service Charge for each individual Deliverable for each calendar day the approved scheduled Preventative Maintenance visit fails to take place.
SLA005 – Corrective Maintenance – Critical Fault	Timelines	<p>In response to a report of a Critical Fault requiring on-site attendance, the Supplier will attend the location (as required) within one (1) working days of the Buyer's initial contact.</p> <p>During this visit, a full repair shall be provided or if not possible then a remedial plan must be agreed with the Buyer.</p> <p>The Service Level Performance Measure will be measured against the response and repair times for each individual Deliverable.</p>	Three (3) working days per Deliverable from initial contact with Supplier.	7% of the Service Charge for each individual Deliverable, for each working day after the Service Level Performance Measure, where a call out and repair and/or remedial plan is not completed or agreed with the Buyer.

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
SLA006 - Corrective Maintenance – Non-Critical Fault	Timelines	<p>In response to a report of a Non-Critical Fault requiring on-site attendance, the Supplier will attend the location (as required) within two (2) working days of the Buyer's initial contact.</p> <p>During this visit a full repair shall be provided or if not possible then a remedial plan must be agreed with the Buyer.</p> <p>The Service Level Performance will be measured against the response and repair times for each individual Deliverable.</p>	Seven (7) working days per Deliverable from initial contact to Supplier.	3% of the Service Charge for each individual Deliverable after three (3) working days, and for each calendar day thereafter, where a call out and repair and/or remedial plan is not completed or agreed with the Buyer.
SLA007 - Corrective Maintenance (Critical Fault & Non-Critical Fault) First Time Fix	Accuracy	90% of Corrective Maintenance visits completed successfully on the first visit, as measured within each Service Period.	70% of Corrective Maintenance visits completed successfully on the first visit, as measured within each Service Period.	1% of the Service Charge shall accrue as a Service Credit for each percentage point below the target 90% threshold.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
SLA008 – Corrective Maintenance (Critical Fault & Non-Critical Fault) Repeat Service	Accuracy	No more than 5% of Corrective Maintenance classed as Repeat Service, as measured within each Service Period.	20% of Corrective Maintenance classed as Repeat Service, as measured within each Service Period.	1% of the Service Charge shall accrue as a Service Credit for each percentage point over the target 5% threshold.
SLA009 - Supplier Response to Incident	Timelines	The Supplier will respond to the Buyer's notification of a Critical Fault and/or Non-Critical Fault via telephone. The Supplier's service team and/or engineering team shall call the Buyer to discuss and agree further action required, within one (1) hour during working hours, of the Buyer's initial call.	The Supplier's service team and/or engineering team shall call the Buyer to discuss and agree further action required, within four (4) hours during working hours, of the Buyer's initial call.	£500 for failure of the service team and/or engineering team to call the Buyer to discuss and agree further action required, within one (1) hour of the Buyer's initial call.
SLA010 – Operational Reporting	Timelines	Corrective Maintenance Reports and Preventative Maintenance Reports, with a Critical Exam Report attached after any Corrective Maintenance or	Reports overdue by two (2) working days.	£200 per working day, after one (1) working day following the due date.

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		Preventative Maintenance, is sent to the Buyer within two (2) working days.		
SLA011 – Contract Management Reporting	Timelines	<p>The Supplier shall provide the following reporting:</p> <p>Quarterly Performance Monitoring Reports in accordance with Part B to this Schedule;</p> <p>Transparency Reports in line with Call-Off Schedule 1 (Transparency Reports) of the Call-Off Contract.</p>	Reports overdue twenty (20) working days.	£200 per working day, after one (1) working day following the due date.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible. *Such process shall include the provision of Performance Monitoring Reports quarterly.*
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a quarterly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Special Schedule 3 – Supplier Rate Card

1. Initial Site Assessment

Total Stage One Price, in line with the Scope of Requirement, for each individual Initial Site Assessment under Stage One	
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2. Supply of Overbelt Scanner

Make & Model		Unit Price (ex VAT)	

Price for scanners includes for standard delivery, offloading and handling costs for the scanner.

3. Installation of Overbelt Scanner

[illegible]

4. Overbelt Scanner Maintenance

■■■■■■■■■■

[illegible]

[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	

NB consumables are not included and will be identified and costed within the post site assessment proposal for approval.



Express shall mean shipment on the same day.

Economy shall mean shipment on the next working day.

Both are subject to availability of parts and timings of orders being placed.

5. Personnel

[illegible]

Rates include basic salary and cost to employ. Rates exclude travel (by car, train, ferries or flight, subsistence, accommodation or other project specific requirements for passes, permits, clearances and licencing specific to each port as these are pass through costs covered in section 8.

6. Travel

Associated Travel Costs

Travel Costs	Rate per mile (ex VAT)
Per Mile	

Clarification

Travel

Travel costs are for mileage undertaken by vehicle

Per Mile costs include for fuel, fuel duty, wear & tear, insurances, maintenance and associated costs for driving

Travel costs are included from each individual's "home" to Site

7. Decommissioning

Cost	Cost per Overbelt Scanner (ex VAT)
Standard Cost of Decommissioning of Overbelt Scanner	

8. Pass Through Costs

Associated Pass-Through Costs

Anticipated Pass Through Costs		Rate (ex VAT)