



**Foreign, commonwealth & development office**

**and**

**G4S**

***PROVISION***

***OF***

***SECURITY GUARDING AND FRONT OF HOUSE RECEPTION SERVICES***

***FOR MULTIPLE SITES FOR UK HOME ESTATES***

***REF: RM6089***

**WORKPLACE SERVICES CONTRACT**

 **(FM MARKETPLACE PHASE 2)**

**Order FORM Template AND CALL-OFF SCHEDULES**

**Contract Number:** CCSO22A16

**From the ("Buyer "):** Foreign, Commonwealth and Development Office

**To the ("SUPPLIER")**

**Name:** G4S

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

 **Registered Number:** 238560256

**DUNS Number:** 219109022

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM6089 and dated 25/01/2019 for the provision of facilities management services.

**BENEFICIARIES:**

**NOT APPLICABLE**

**CALL-OFF LOT(S):**

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

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1a |  | ISO 9001 ISO 14001 ISO 45001Cyber Essentials Certification Member of Contractor Scheme (ACS)Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security InspectorateBSIA – British Security Industry AssociationSIA - Security Industry Authority.IPSA - International Professional Security AssociationSSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment ServicesISOQAR – Alcumus |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. Where

numbers are missing we are not using those schedules. 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. The following Schedules:

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 9 (Security)

[Call-Off Schedule 28 (Call Off Specification)

Call Off Schedule 4 (Facilities Management)

 Call-Off Schedule 6A (TUPE Surcharge)

 Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

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

Call-Off Schedule 2: Part D (Pensions)

 - Annex D1a (CSPS) and Annex D1b (MOD)

 - Annex D2 (NHSPS)

 - Annex D3 (LGPS)

Call Off Schedule 23 (Redundancy Surcharge)

 Call-Off Schedule 2: Part E (Staff Transfer on Exit)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 5 (Call-Off Pricing)

[Call-Off Schedule 12 (ICT Services Terms)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 3 (Continuous Improvement)

Joint Schedule 3 (Insurance Requirements)

Call-Off Schedule 1 (Transparency Reports)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 7 (Financial Distress)

[Call Off Schedule 25 (Background Checks)

Call-Off Schedule 7 (Key Staff)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 21 (Performance Bond)

 Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)

1. Core Terms (v3.0.4)
2. Joint Schedule 5 (Corporate Social Responsibility).
3. Call-Off Schedule 22 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**SCHEDULES NOT USED IN THIS CONTRACT:**

Call Off Schedule 26. Scottish Law

Call Off Schedule 27. Northern Ireland Law

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 17 (MoD Terms)

Call Off Schedule 6B TUPE Transferring Buyer Employees-Contract Price Adjustment (Lot 2A, 2B and 3 only)

Call Off Schedule 11A, 11B and 11C (Insurance Requirements) (Lot 2A, 2B and 3 only)

 Call-Off Schedule 18 (Concession Agreement) (Lot 3 only) Call Off Schedule 24 (Collaboration)

Call-Off Schedule 19 (Collateral Warranty Agreements)

**CALL-OFF SPECIAL TERMS: N/A**

**Effective Date: 01/04/2023**

**Date the Contract Period commences: 01/04/2023**

**Mobilisation Period: 01/04/2023**

**Start Date / Date the Call-Off Initial Period commences / Date Contract Year 1 commences: 01/07/2023**

**Date Call-Off Initial Period ends) : 30/06/2025**

**CallOff Optional Extension Period 1 (start and end dates): 01/07/2023 to 30/06/2025**

**Total maximum Contract Period (not to exceed 10 years): 01/07/2023 to 30/06/2026**

**CALL-OFF DELIVERABLES:**

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

as further described in Call Off Schedule 28 (Call-Off Specification)

**DRAWN DOWN DELIVERABLES:**

The location of the provision of Deliverables comprising ad hoc Guarding requirements 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 locations of the provision of the Deliverables will be within the following description: Services provided under this contract will be performed at locations including but not limited to:

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

* The duration for the provision of these Deliverables will be over the following period: 1st July 2023 – 30th June 2025
* The Buyer will provide at least the following amount of notice in order to require the delivery of ad-hoc Deliverables: ***48 hours***
* Additional provisions applicable to the provision of such Deliverables: ***None***

The Supplier acknowledges that the volume of Deliverables may be subject to adjustment 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 price pricing matrix set out below:

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

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

(i) indexation;

(ii) Specific Change in Law;

(iii) benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);

(iv) Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms')].

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms unless stated otherwise below:

No more than the greater of **REDACTED TEXT under FOIA Section 43 Commercial Interests** or **REDACTED TEXT under FOIA Section 43 Commercial Interests** of the Estimated Yearly Charges subject to a maximum of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be up to £4,500,000 Ex-Vat.

**ADDITIONAL INSURANCES**

Not applicable

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation shall only apply from the start of the second full year of the Contractand shall be applied on every yearly anniversary of the Start Date. Increases in the index level will be capped at **REDACTED TEXT under FOIA Section 43 Commercial Interests,**  any increase over this level will be shared equally between Buyer and Supplier with each party being liable for **REDACTED TEXT under FOIA Section 43 Commercial Interests** of the increase.

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

**PASS THROUGH COSTS**

Pensions: the accruing superannuation liability charge payable to the Civil Service Pension Scheme as described in clause 7.1.7 of the CSPS Admission Agreement (as defined in Call Off Schedule 2) excluding for the avoidance of doubt any contributions which arise due to the exercise of any discretion by the Supplier.

**TUPE OPTION**

Further Competition TUPE Risk Premium

**VARIATION THRESHOLD**

Not Applicable

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLD**

Not Applicable

**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  | **REDACTED TEXT under FOIA Section 43 Commercial Interests**.  |
| Tier Two Billable Works  | **REDACTED TEXT under FOIA Section 43 Commercial Interests**.  |
| Tier Three Billable Works i | **REDACTED TEXT under FOIA Section 43 Commercial Interests**.  |
| Tier Four Billable Works  | **REDACTED TEXT under FOIA Section 43 Commercial Interests**.  |

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

Business Critical Events are events which:

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

The Business Critical Events include but are not limited to the following:

1. Business critical issues or matters giving rise to immediate Health and Safety or security risk
2. Failure of Business Critical Assets
3. Matters that prevent or severely restrict the Employer from conducting normal operations
4. Fire
5. Flood
6. Vandalism
7. Power outage
8. Industrial Action
9. Civil unrest
10. Pandemic
11. Continuity of Government
12. Terrorism Event
13. Water loss

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

**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**METHOD OF PAYMENT**

**BACS**

**BUYER INVOICING ADDRESS:**

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

**BUYER AUTHORISED REPRESENTATIVE:**

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

**BUYER NOTICES**

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

**BUYER SECURITY POLICY:**

**FINANCIAL REPORTS**

Monthly statement of Accounts to be submitted to the Authority no later than the 14th of each month.

**PROGRESS REPORT FREQUENCY:**

On the tenth Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

**Monthly with Contract Manager fifteenth day of the month**

Quarterly with Contract Manager Head of UK Ops on the first Working Day of each quarter

Annually with Director of Estates within first week of May

**KEY ROLES/STAFF:**

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

**KEY SUBCONTRACTORS:**

N/A

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Suppliers Bid submission including price breakdown.

**SERVICE PERIOD:**

The 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 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: **REDACTED TEXT under FOIA Section 43 Commercial Interests**. and

(ii) the Earn Back % shall be: **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**RISK REGISTER:**

**To be agreed during the Mobilisation Period**

**RELEVANT CONVICTIONS:**

 For the purposes of this Call-Off Contract Relevant Convictions will be managed in accordance with Call-Off Schedule 25 Background Checks

**COLLATERAL WARRANTIES**

Not Applicable

**PERFORMANCE BOND**

A Performance Bond is required.

The amount of the performance bond is **REDACTED TEXT under FOIA Section 43 Commercial Interests**. of the annual contract value.

**CALL-OFF GUARANTEE**

If the credit rating of the Supplier drops below the applicable Credit Rating Threshold set out in Annex 2 to Joint Schedule 7 to the Framework Contract the award of this Contract is conditional upon the receipt by the Buyer of a valid Call-Off Guarantee. In such circumstances, the Supplier shall provide to the Buyer a duly executed Call-Off Guarantee in the form set out in Annex 1 to Joint Schedule 8 for the benefit of the Buyer and a certified copy extract of the board minutes and/or resolution of the Call-Off Guarantor approving the execution of the Call-Off Guarantee. The entry into force of this Contract shall be conditional upon receipt by the Buyer of such duly executed Call-Off Guarantee and board minutes/resolution.

**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 outlined in Call-Off Schedule 14 KPIs

**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.

**SIGNATURE AS A CONTRACT**

|  |  |
| --- | --- |
| **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: |  | Date: |  |

|  |  |
| --- | --- |
|  |  |

**Part B**

**Call-Off Schedules**

**Combined Joint Schedules document and a combined Call Off schedule document attached.**