Crown Copyright 2018

# Bid pack attachment 5: Order Form C27221

Crown Copyright 2018

# **Attachment 5 Order Form**

#### **Order Form**

CALL-OFF REFERENCE: C27221

THE BUYER: The Secretary of State, Department for Environment,

Food and Rural Affairs (Defra)

BUYER ADDRESS Seacole Building, 2 Marsham Street, London SW1P 4D

THE SUPPLIER: G4S Secure Solutions (UK) Limited

SUPPLIER ADDRESS: 6<sup>th</sup> Floor, 50 Broadway, London, SW1H0BD

REGISTRATION NUMBER: 01046019

DUNS NUMBER: 21-910-9022

#### APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 4<sup>th</sup> March 2025.

It's issued under the Framework Contract with the reference number RM6257 for the provision of Security - Physical, Technical and Support Services name of goods and services].

CALL-OFF LOT(S):

Lot 2 - Guarding Services

#### **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

Crown Copyright 2018

Lot 2 - Guarding Service	X	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

This is a Silver-Contract.

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;
- Joint Schedule 1(Definitions and Interpretation) RM6257 framework Security
   Physical, Technical and Support Services framework.
- 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)
    - Joint Schedule 11 (Processing Data) o Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6257
    - Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2018

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- 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 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)
- o Call-Off Schedule 29 (Redundancy Surcharge)
- 5. CCS PSC Core Terms (Version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)
- 7. Call-Off Schedule 4 (Call-Off Tender)

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:

#### Special Terms 1 Call Off Schedule 5 – Pricing Details

- 1. Part B shall be renamed "Time and Materials" Pricing
- 2. Paragraphs 1.1 1.1.1 the reference to "Target Cost" is deleted.

Paragraph 1.1.1 The following words shall be added to the end of this paragraph:

"The Charges set out in the pricing schedule included within the Order Form, shall be applicable exclusively for the duration of the Initial Period. For any Extension Period, the Supplier may submit a request for an increase in Charges, which shall be determined in accordance with anticipated changes to

Crown Copyright 2018

the Payment Index during the Extension Period. Such adjustments shall be based on fluctuations in this Index observed during the Initial Period and prevailing market conditions at the time of the extension. The "Payment Index" shall be the Average Weekly Earnings Index published by the Office for National Statistics."

- 3. Paragraph 1.2 after the words "Work Orders it has completed" in the second line, add the words "and Services it has delivered".
- 4. insert the following as a new paragraph 1.3:

"Notwithstanding Clause 24.5 (Change in Law) of the Core Terms, where the Supplier can provide evidence in the form of an Impact Assessment that the mandatory wage increase over the first 12 months of the contract has surpassed the Payment Index as defined in paragraph 1.1.1 above, the Supplier may request an increase in the Charges by using the Variation process under Clause 24 of the Core Terms. Any agreed increase in the Charges will apply to year two of the contract only"

- 5. Paragraph 2 the words Target Costs shall be deleted and replaced with the words "Payable Charges".
- 6. Paragraph 2.1 replace the word "costs" with Charges
- 7. Existing Paragraphs 2.1.1-2.1.4 are deleted
- 8. Insert new Paragraph 2.1.1 "the expenditure undertaken to deliver the Services in accordance with the rates stated in the Pricing Schedule"
- 9. Paragraph 3 Target Price is marked Not Used
- 10. Paragraph 4 is renamed "Reporting".
- 11. Paragraph 4.1 is deleted and replaced with the words "In respect of the Deliverables provided in a Service Month":
- 12. Paragraphs 4.1.1 -4.1.2, 4.1.4, 4.1.7 are marked "Not Used"
- 13. Paragraph 4.1.3 the word "claimed" is deleted and replaced with "charged"
- 14. Paragraph 4.1.4 "7" is replaced with "14 days"
- 15. Paragraph 4.2 is marked Not Used.

Crown Copyright 2018

16. Annex 1 is marked Not Used.

# Special Terms 2 Call Off Schedule 9 – Security

- Paragraph 3.3.1 is deleted and replaced with the following:
   "If the Buyer has not stipulated during a Further Competition that it
   requires a bespoke ISMS, the ISMS provided by the Supplier may be
   an extant ISMS based on the supplier's existing ISO 27001 certification
   covering the Services and their implementation across the Supplier's
   estate; and".
- 2. Paragraph 3.4.3(e) is deleted and replaced with the following: "complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework".
- 3. Paragraph 3.4.3 (f) is deleted and replaced with the following: "takes account of guidance issued by the National Protective Security Authority (NPSA) <a href="https://www.npsa.gov.uk/">https://www.npsa.gov.uk/</a>.
- 4. Paragraph 6.1 is deleted and replaced with the following: "The Supplier shall at its own expense procure and conduct Security Tests using a CREST Service Provider or CHECK Service Provider from time to time (and at least annually Security Tests."
- 5. Paragraph 8.2.1 (e) is deleted and replaced with the following: "supply any requested data to the Buyer (or the Computer reasonably related to a possible incident or compromise); and".
- 6. Paragraph 9.3 is deleted and replaced with the following: "The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 7 days of release, 'Important' within 14 days of release and all 'Other' within 60 Working Days of release, except where:".
- 7. Paragraph 9.5.1 is deleted and replaced with the following: "implement a mechanism for receiving, analysing and acting upon threat information supplied by the National Cyber Security Centre (NCSC), or any other competent Central Government Body;"
- 8. Paragraph 9.5.4 is deleted and replaced with the following: "pro-actively scan (using a SCAP-compliant vulnerability scanning tool Security Content Automation Protocol Validation Program | CSRC (nist.gov)) the ICT

Crown Copyright 2018

Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;".

- 9. Part B Annex 1, Paragraph 2.1 is deleted and replaced with the following: "When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC"), for example, under the NCSC Commercial Product Assurance scheme ("CPA"). "
- 10. Part B Annex 1, Paragraph 3.3.3 is deleted and replaced with the following: "securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice and NCSC Data Sanitisation guidance Secure sanitisation of storage media NCSC.GOV.UK; and".
- 11. Part B Annex 1, Paragraph 4.1 is deleted and replaced with the following: "The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, for example, in accordance with good industry practice."
- 12. Part B Annex 1, Paragraph 6.1 is deleted and replaced with the following: "Supplier Staff shall be subject to preemployment checks that include, as a minimum: identity, employment history, unspent criminal convictions and right to work."
- 13. Part B Annex 1, Paragraph 6.5 is deleted and replaced with the following: "Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within 24 hours."
- 14. Part B Annex 1, Paragraph 8.3 is deleted and replaced with the following: "The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 2 years."

# Special Terms 3 Call-Off Schedule 13 -Mobilisation Plan and Testing

Paragraph 2.1 is deleted and replaced with the following:

Crown Copyright 2018

"A draft of the Mobilisation Plan is set out in the Annex to this Schedule. The Supplier shall provide a detailed Mobilisation Plan no later than **5** working days after the Call-Off Contract Start Date. The detailed Mobilisation Plan must contain all relevant information at the level of detail required to ensure that the buyer can manage the Mobilisation stage effectively."

Paragraph 7.2 is deleted and replaced with the following: The Supplier's full service obligations shall formally be assumed on the Service Commencement Date as set out in Order Form.

#### **Special Terms 4** – Call Off Schedule 25 – Billable Works and Projects

- Paragraph 3.1 is deleted and replaced with the following: Where the Buyer gives instructions to the Supplier to manage and/or execute Billable Works according to the estimated value ranges, and where there is more than one potential suitable supplier who could deliver the Billable Works, unless otherwise stated at Call Off within the Order Form.
- 2. Paragraph 3.1.3 is deleted and replaced with the following: "Tier Three Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall invite formal tenders under the defined procurement process as agreed between the Supplier and the Buyer from time to time. The Supplier shall not commence any Tier Three Billable Works until approval has been granted by the Buyer to proceed to completion."
- 3. Paragraph 3.1.4 is deleted and replaced with the following: "Tier Four Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall invite formal tenders under the Supplier's defined procurement process. The Supplier shall not commence any Tier Four Billable Works until approval has been granted by the Buyer to proceed to completion."

#### **Special Terms 5 Joint Schedule 1 (Definitions)**

Insert the following defined term:

"Pricing Schedule" has the same meaning as listed in LIT 59263 - Bidder packpart two NI Pet Checks and means the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender

EFFECTIVE DATE: **See** APPLICABLE FRAMEWORK CONTRACT date.

Crown Copyright 2018

DATE THE CONTRACT PERIOD COMMENCES: 4th March 2025

MOBILISATION PERIOD: 4th March 2025 – 3rd June 2025

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 4<sup>th</sup> March 2025 (04/03/2025)

DATE CALL-OFF INITIAL PERIOD ENDS): 3rd March 2027 (03/03/2027)

CALL OFF OPTIONAL EXTENSION PERIOD TO BE AWARDED AT THE SOLE DISCRETION OF THE CONTRACTING AUTHORITY (start and end dates 4<sup>th</sup> March 2027 (04/03/2027) to 3<sup>rd</sup> March 2028 (03/03/2028) in single or multiple terms as determined by the Contracting Authority.

TOTAL MAXIMUM CONTRACT PERIOD (INCLUDING POTENTIAL EXTENSIONS WHICH WILL BE AWARDED AT THE SOLE DISCRETION OF THE CONTRACTING AUTHORITY) 4<sup>th</sup> March 2025 to 3<sup>rd</sup> March 2028.

#### **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:

Not applicable

#### **CALL-OFF CHARGES**

The Call Of Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) on the basis of time and materials and shall be calculated by reference to the Pricing Schedule set out below:



Crown Copyright 2018

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 as a result of :

- Specific Change in Law
- Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking)
- Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 Core Terms

# PAYMENT METHOD TBC

#### **BUYER'S INVOICE ADDRESS:**

[TBC - name]

[TBC - role]

[TBC - email address]

[TBC address]

INDEXATION

Not applicable.

PASS THROUGH COSTS

Not Applicable

**TUPE OPTION** 

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 (where there is more than one potential suitable supplier)
Tier One Billable Works (min. 1 quotation)	£0 - £5000
Tier Two Billable Works (min. 3 written quotations)	£5001 - £10,000

Framework Ref: RM6257 Project Version: v2 .0

Model Version: v3.9

Crown Copyright 2018

Tier Three Billable Works (invite formal tenders)	£10,001 - £25,000
Tier Four Billable Works (invite formal tenders)	Above £25,000

#### BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is

#### **BUSINESS CRITICAL EVENTS**

Business Critical Events will be agreed during mobilisation

#### **WARRANTY**

As per 3.1.2 of the Core Terms (90 Days)

#### CYBER ESSENTIALS

Cyber Essentials Plus is required.

#### **BUYER'S AUTHORISED REPRESENTATIVE:**

Defra Contract Manager, details to be shared after Contract Award

#### **BUYER NOTICES**

Defra Contract Manager, details to be shared after Contract Award

#### **BUYER SECURITY REPRESENTATIVE**

To be provided after contract signing.

Data

Tim Beale

Authority's Data Protection Officer

Department for Environment Food & Rural Affairs

Seacole Building

2 Marsham Street

London

SW1P 4DF

Crown Copyright 2018

## BUYER'S ENVIRONMENTAL POLICY Appended at Call-Off Special Schedule 20

## BUYER'S SECURITY POLICY Appended at Call-Off Schedule 20

# SUPPLIER'S AUTHORISED REPRESENTATIVE

Details to be added following Contract Award

## SUPPLIER'S CONTRACT MANAGER

Details to be added following Contract Award

#### PROGRESS REPORT FREQUENCY:

On the first Working Day of each calendar month prior to Service Commencement (4<sup>th</sup> June 2025) and in accordance with Call-Off Schedule 15 Call-Off Contract Management thereafter.

#### PROGRESS MEETING FREQUENCY

Monthly the first Working Day of each month on the first Working Day of each calendar month prior to Service Commencement (4<sup>th</sup> June 2025) and in accordance with Call-Off Schedule 15 Call-Off Contract Management thereafter.

#### **KEY ROLES/STAFF:**

name to be added following contract award

role: Scheme Manager(s)/SRO(s) who must oversee all 3 sites (Cairnryan, Port Ryan and Birkenhead) email address to be added following contract award] address to be added following contract award

#### **KEY SUBCONTRACTORS:**

Not applicable.

E-AUCTIONS: (Lot 3 only)

Not Applicable.

#### COMMERCIALLY SENSITIVE INFORMATION:

Supplier's Commercially Sensitive Information as agreed between the Buyer and Supplier at contract award.

#### ADDITIONAL INSURANCES

Crown Copyright 2018

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

#### **GUARANTEE**

Not applicable

#### SERVICE PERIOD:

Service Period for the purposes of *Call-Off* Schedule 14 (Key Performance Indicators) shall be one Month from the date of Service Commencement (4<sup>th</sup> June 2025).

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):

the At Risk % shall be:
(ii) the Earn Back % shall

**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:



Q4 Social Value.pdf

#### **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.

Framework Ref: RM6257 Project Version: v2 .0

Model Version: v3.9

Crown Copyright 2018

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 CallOff 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

