

Bid pack attachment 5: Order Form

Further competition under Lot 1c of Facilities
Management & Workplace Services RM6232

Contract Reference: RM6232-066355-2023 / SR1438628323

HMRC Facilities Management Services

Attachment 5 - Order Form

Order Form

CALL-OFF REFERENCE: SR1438628323

THE BUYER: The Commissioners for His Majesty's Revenue and Customs

BUYER ADDRESS HM Revenue and Customs, 100 Parliament Street, Westminster, SW1A 2BQ

THE SUPPLIER: **Sodexo Limited**

SUPPLIER ADDRESS: One, Southampton Row
London WC1B 5HA

REGISTRATION NUMBER: 00842846

DUNS NUMBER: 21-035-4460

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated 21/11/2024.

It's issued under the Framework Contract with the reference number RM6232 Facilities Management and Workplace Services for the provision of Facilities Management (FM) for HMRC – West Region.

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, ISO 14001, Cyber Essentials
1b		ISO 9001, ISO 14001, Cyber Essentials
1c	√	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
2a		ISO 9001, ISO 14001, Cyber Essentials
2b		ISO 9001, ISO 14001, Cyber Essentials
2c		ISO 9001, ISO 14001, ISO 27001, Cyber Essentials
3a		ISO 9001, ISO 14001, Cyber Essentials
3b		ISO 9001, ISO 14001, Cyber Essentials
3c		ISO 9001, ISO 14001, ISO 27001, Cyber Essentials

CALL-OFF INCORPORATED TERMS

The following terms shall apply to the Call-Off Contract:

Contract Type	Tick to apply applicable terms:
Annex A – CCS Public Sector Contract (PSC) Core Terms and Schedules	<input checked="" type="checkbox"/>
Annex B – NEC3 Terms	<input type="checkbox"/>
Annex C – NEC4 Terms	<input type="checkbox"/>

Where a box is **not** ticked above, that annex (and the terms specified therein) shall **not** apply to the Call-Off Contract unless otherwise specified in the Annex.

ANNEX A

Public Sector Contract

The following documents are incorporated into this Call Off Contract. Where numbers are missing, we are not using those schedules. In the event of any inconsistencies or if the documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Call-Off Special Terms and Call-Off Special Schedules, but excluding Annexes B and C of the Order Form;
2. Call-Off Schedule 23 (HMRC Terms);
3. Joint Schedule 1 (Definitions and Interpretation) RM6232
4. Framework Special Terms
5. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6232**
 - 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 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 **RM6232**
 - 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)
amended for a Gold Contract as per Paragraph 10 of Part A of that Schedule.
 - 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)
 - Call-Off Schedule 28 (TUPE Surcharge)
 - Call-Off Schedule 29 (Redundancy Surcharge)
 - Call-Off Schedule 33 (Consortium Bids)
5. CCS PSC Core Terms (Version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility)
 7. 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.

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:

1. Call-Off Special Schedule 1 (Amended, Deleted and Additional Definitions (Amendments to Joint Schedule 1 (Definitions))) is incorporated into this Call-Off Contract as part of this Order Form. Each term therein shall be treated as a Call-Off Special Term.
2. Call-Off Special Schedule 2 (Carbon Reduction) is incorporated into this Call-Off Contract as part of this Order Form. Each term therein shall be treated as a Call-Off Special Term.
3. Call-Off Special Schedule 3 (Billable Works and Projects Additional Terms) is incorporated into this Call-Off Contract as part of this Order Form. Each term therein shall be treated as a Call-Off Special Term.
4. Call-Off Special Schedule 4 (Contingency Provision) is incorporated into this Call-Off Contract as part of this Order Form. Each term therein shall be treated as a Call-Off Special Term.
5. Clause 24.5 of the Core Terms is replaced with the words "Except as expressly set out in Paragraphs 7 and 7A of Call-Off Schedule 5 (Pricing Details), if there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges."
6. Freedom of Information and Transparency Information
 - 6.1 Clause 16.2 of the Core Terms does not apply to this Call-Off Contract and is replaced with the following new Clause 16.2;

"16.2 Unless otherwise specified in the Order Contract, within three (3) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request; and/or
- (d) comply with any Urgent Priority Request."

6.2 Insert new Clause 16.4:

"16.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Buyer."

7. Further Miscellaneous Amendments to the Core Terms

7.1 In Clause 1 after "(Definitions)" and before the full stop, insert: "and Call-Off Special Schedule 1 ((Amended, Deleted and Additional Definitions (Amendments to Joint Schedule 1 (Definitions)))";

7.2 In Clause 10.1.1 replace "Start Date" with "Effective Date";

7.3 In Clause 10.3.1 replace "working days" with "Working Days";

7.4 In Clause 10.4.1(c) replace "days" with "Working Days";

7.5 Delete Clause 10.6.2 and replace it with "In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables until the Call-Off Expiry Date (as extended by any Extension Period by the Buyer under Core Term Clause 10.1.2) regardless of early termination.";

7.6 In Clause 10.8 replace "Subcontracts" with "Sub-Contracts";

7.7 In Clause 12.1 after "Responsibility)" and before the full stop, insert: "and Call-Off Special Schedule 2 (Carbon Reduction) save where either Schedule (or any other term of this Contract) places a more onerous standard of obligation on the Supplier, in which case the Supplier shall comply with the more onerous standard of obligation to the required standard";

7.8 Delete Clause 14.1 and replace with "The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Call-Off Schedule 23 (HMRC Terms) and Joint Schedule 11 (Processing Data)."

8. Cessation of supply of Deliverables to individual Buyer Premises

- 8.1 This Special Term 8 will apply where the Buyer decides, at its sole discretion, that the Supplier will cease to supply the Deliverables to any of the individual Buyer Premises for any reason (an “Individual Cessation of Supply”).
- 8.2 The Buyer shall give the Supplier not less than ninety (90) days’ written notice of an Individual Cessation of Supply.
- 8.3 An Individual Cessation of Supply will amount to a Partial Termination of the Call-Off Contract in accordance with Clause 10.7 of the Core Terms.
- 8.4 For the avoidance of doubt, Partial Termination of this Call-Off Contract to enable an Individual Cessation of Supply will not prevent the remaining parts of the Call-Off Contract being used to effectively deliver the intended purpose of the Call-Off Contract.

9. NOT USED

10. Joint Schedule 12 (Supply Chain Visibility)

- 10.1 In Paragraph 2.1.2 of Joint Schedule 12, replace “90” with “thirty (30)”.
- 10.2 At the end of Paragraph 2.2 of Joint Schedule 12, delete the full stop and add “except where the Relevant Authority has identified sensitive information that should be withheld (e.g. Site addresses).”
- 10.3 Following Paragraph 3.3 of Joint Schedule 12, insert a new Paragraph 4 as follows:
- “4 Visibility of Supply Chain Contract Information
- 4.1 The Supplier agrees and acknowledges that it shall, as reasonably requested by the Relevant Authority, provide the Relevant Authority with information about and extracts of the Sub-Contracts it has in place with Subcontractors for the delivery of Services under the Call-Off Contract. Such information shall be provided in a timely manner in the format requested by the Relevant Authority, but in any event no later than ten (10) Working Days after the request.
- 4.2 In fulfilling the obligations set out in Paragraph 4.1 of this Joint Schedule 12, both Parties agree that the information provided by the Supplier shall be treated as Commercially Sensitive Information, unless both Parties agree otherwise, or the terms of Paragraph 1.3 of Joint Schedule 4 (Commercially Sensitive Information) apply.”

11. Integration of CAFM Data with Other Region Supplier

- 11.1 At any time after the Effective Date the Buyer may require the Supplier to undertake a Billable Work or Project in coordination with the Buyer and Other Region Supplier pursuant to Paragraph 175.5.26 of Attachment 3 (Specification) as incorporated into this Call-Off Contract under Call-Off

Schedule 20 (Specification). No later than six (6) Months (or such other time as the Buyer and Supplier may agree) after being notified by the Buyer that it requires the Supplier to present the Other Region Supplier's CAFM data in the Supplier's CAFM, the Supplier shall have in place an automated integration with the Other Region Supplier's CAFM system / data, and present the Other Region Supplier's CAFM system / data in the Supplier's CAFM.

11.2 At any time after the Effective Date the Buyer may require the Supplier to undertake a Billable Work or Project in coordination with the Buyer and Other Region Supplier pursuant to Paragraph 175.5.27 of Attachment 3 (Specification) as incorporated into this Call-Off Contract under Call-Off Schedule 20 (Specification). No later than six (6) Months (or such other time as the Buyer and Supplier may agree) after being notified by the Buyer that it requires the Other Region Supplier to present the Supplier's CAFM data in the Other Region Supplier's CAFM, the Supplier shall put in place an automated integration with the Other Region Supplier's CAFM system / data and facilitate the presentation of the Supplier's CAFM system / data in the Other Region Supplier's CAFM.

11.3 If the Buyer uses an, or both, option(s) under Special Term 11.1 or 11.2, the Supplier shall:

11.3.1 Work collaboratively with the Buyer and the Other Region Supplier to deliver the integration of the Supplier and Other Region Supplier's CAFM data / system in a form acceptable to the Buyer within the required timeframes;

11.3.2 Provide the Buyer regular and detailed updates in writing on the progression of the development of the integration up to the date of the integration "go-live" (being the point at which the Buyer can reliably view the integrated data in one CAFM system to the level of detail the Buyer reasonably requires) at such frequencies as the Buyer reasonably requires;

11.3.3 Notify the Buyer promptly, and in any event no later than three (3) Working Days of becoming aware, of any delay or impediment whether caused by the Supplier, Other Region Supplier, Buyer or any other cause / person, and provide the Buyer a sufficiently detailed plan as to how the Supplier intends on resolving / mitigating such delay or impediment, including any actions it proposes to take, or proposes any other person takes;

11.3.4 Be liable to the Buyer for any damage caused by the Supplier that the Buyer suffers as a result of a delay to the delivery of an integrated system and / or any failure to maintain the integration and universal / collective presentation until the Buyer instructs otherwise (save where this Call-Off Contract otherwise permits system downtime or similar);

- 11.3.5 Not advance any argument of delay or impediment caused by the Buyer in respect of liability to the Buyer where such delay or impediment has not been, but should have been, notified by the Supplier under Special Term 11.3.3;
- 11.3.6 Comply with its obligations and undertake all incidental work to maintain and operate such integration of the optional Service or any other incidental running costs associated with the optional Service at no additional cost to the Buyer;
- 11.3.7 Not price or otherwise include any running costs including to maintain and operate such integration in the cost of the Billable Work or Project;
- 11.3.8 Not unreasonably refuse to undertake the Billable Work or Project to give effect to this optional Service, and not unreasonably delay agreeing to the Billable Work or Project or the provision of any incidental documents, quotes or so forth necessary in order to facilitate the commencement of the Billable Work or Project.
- 11.3.9 Where the option under Special Term 11.1 is exercised, apply all data and security measures and protections as the Supplier would do for its own data and is required to under this Call-Off Contract for the Other Region Supplier's data once it is within the control of the Supplier or otherwise in a Supplier System;
- 11.3.10 Where the option under Special Term 11.2 is exercised, the Supplier shall continue to, at all times, meet its data and security obligations under this Call-Off Contract;
- 11.3.11 Where the option under Special Term 11.2 is exercised, the Supplier shall continue to, at all times, maintain and provide access to the Buyer to its CAFM system as required and specified in this Call-Off Contract; and
- 11.3.12 The Supplier shall maintain such integration with the Other Region Supplier's CAFM data for so long as the Buyer requires.
- 11.4 For the avoidance of doubt, the Buyer may exercise both the options under Special Term 11.1 and 11.2 at any point during the Call-Off Contract Period (from the Effective Date) and may exercise (/ otherwise require the Supplier to provide the optional Services) under both Special Terms 11.1 and 11.2 at the same time.

Amendments to the standard RM6232 Call-Off Schedules, Joint Schedules, Core Terms and Definitions have been in the relevant documents executed alongside this Order Form and are summarised for the Supplier in the table below.

For the avoidance of doubt, the executed Call-Off Contract and its Schedules shall take precedence over the summary set out below, this was provided for ease of understanding at Call-Off Further Competition stage.

Schedule Name	Summary of Changes
RM6232 Core Terms	Minor edits for clarification purposes
Call-Off Schedule 1 (Transparency Reports)	1.5 - additional wording - "1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract." Annex A: List of Transparency Reports – list of reports included.
Call-Off Schedule 2 (Staff Transfer)	<p>Wording added to the definition of "Relevant Transfer".</p> <p>Part B, 2.3.2 - 5 Working Days of receipt of notice changed to 10. Part B, 2.5 - 5 Working Day period changed to 10. Part B, 5.1.1 - Cabinet Office Statement of Practice on Staff Transfers in Public Sector of January 2000, revised 2007, amended to December 2013.</p> <p>1.3 – reference added to Call-Off Special Schedule 4 (Contingency Provision).</p> <p>Edits made to Annex D3 – "Administering Buyer" and "Fund" definitions.</p>
Call-Off Schedule 3 (Continuous Improvement)	<p>2.3 – minimum requirement to include the two Hard FM and two Soft FM initiatives from Final Tender questions AQB15 and AQB16 respectively.</p> <p>2.4 – minimum requirements for the content of the Continuous Improvement Plan have been included.</p> <p>2.10 – the Supplier is required to update the Continuous Improvement Plan at least every 3 months, previously this was annually.</p> <p>3 – application of Gainshare and the governance around it has been built into the schedule, including the requirements of a Gainshare Report.</p>
Call-Off Schedule 5 (Pricing Details)	Part B removed

Schedule Name	Summary of Changes
	<p>Annex 1 added to provide further guidance on completion of Pricing Matrix</p> <p>2.1 - clarity provided on the baseline monthly payment.</p> <p>New - 5.2.2 to 5.2.3 - wording added regarding the indexation.</p> <p>New – section 7A added. Changes to national insurance contributions and employment levies.</p> <p>5.2 Wording added “(excluding Costs, or any other sums, that could be subject to a Mandatory Wage Adjustment)”</p> <p>5.2.1.3 – wording added regarding complying with Indexation terms.</p> <p>6A.2.1.8 – Wording added “in respect of the Former Supplier’s Final Tender Staff List (or, as applicable, replacements of such individuals)”</p> <p>Paragraph 7 – Additions to provide clarity on increases to Mandatory Wage increases and applicable time frames.</p> <p>New - 7.1.6 to 7.1.11 – Wording provided outlining Variations on Mandatory Wage Adjustments.</p> <p>New – 7.3.1 to 7.3.4 – Consequential amend to when the Buyer will not agree to a Variation Request.</p> <p>New – 7.4 - Wording added covering order of Variations.</p> <p>Minor additions and edits throughout to clarify wording and formatting.</p>
Call-Off Schedule 6 (ICT Services)	<p>Minor edits to wording.</p> <p>New definitions for “Object Code”, “Specially Written Software Implementation Plan”, “Specially Written Software Milestone” and “Specially Written Software Milestone Date” inserted in order to make paragraph 9.1.2 work properly.</p>

Schedule Name	Summary of Changes
	<p>Further clarification for definition “Defect” added.</p> <p>Paragraphs 10 on Supplier Furnished Terms removed as not applicable.</p> <p>Minor grammatical changes made.</p>
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	<p>2.2 – wording changed from 90 Working days to “by the end of the mobilisation plan”.</p> <p>5.2 – minor edits and inclusion of “loss of the Buyers data at 5.2.4.</p> <p>Part B:</p> <p>3.2.2 – Removal of wording “in accordance with Paragraph 11.2(a) of this part B”</p> <p>3.8 – “3.8(e)” changed to “3.8.3”</p> <p>3.8.1 – Wording removed “Annex 3 to...”</p> <p>3.8.4(a) - Wording “3.8(a) 3.8(b) or 3.8(e) changed to “3.8.1 3.8.2 or 3.8.3”</p> <p>3.8.4(a) – Wording “Paragraph 3.8(d)” changed to “Paragraph 3.8.4”</p> <p>3.8.4(b) Wording “unless” removed.</p> <p>3.9 – Wording “Paragraphs 3.8(a) to (d)” changed to “Paragraphs 3.8.1 to 3.8.4”.</p> <p>3.10.3 – Wording “Annex 3 to” removed.</p> <p>Further minor grammatical changes made throughout to provide clarity.</p>
Call-Off Schedule 9 (Security)	<p>Part A to be deleted.</p> <p>Part B – Additions made to “Definitions” section, namely: “Buyer System”, “COTS Software”, “ICT Environment”, “ICT Environment”, “Security Management Plan” and “Supplier System”.</p> <p>Part B – Annex 1 – 3.2 - wording added: “and any other relevant provision under this Contract, including but not limited to Joint Schedule 11 (Processing Data) and Call-Off Schedule 23 (HMRC Terms).”</p>

Schedule Name	Summary of Changes
Call-Off Schedule 10 (Exit Management)	<p>3.2 – reference to third parties added.</p> <p>3.4 – details of required Exit Information specified.</p> <p>4.1 – stipulation that this clause refers to a <i>draft</i> Exit Plan.</p> <p>4.2 – duration permissible for Parties to agree the contents of the Exit Plan extended.</p> <p>4.3 – provisions to be included in the Exit Plan added.</p> <p>4.5.1 – durations for updating the exit management plan updated.</p> <p>Minor edits throughout including at 2.1 inserting “no later than”.</p>
Call-Off Schedule 11 (Installation Works)	<p>2.2 - added a requirement to notify HMRC in writing of the rectification works completed. Wording amended to clearly state that it isn't that the Installation Works meet the required criteria within 5 Working Days of the rectification – but that HMRC has 5 Working Days to terminate for material Default if the Installation Works are still defective.</p> <p>2.3 - Cross references amended. Clarification inserted that the term applies regardless of any rectification / remediation under 2.2.</p> <p>Minor edits at 2.2.2 and 2.3.</p>
Call-Off Schedule 13 (Mobilisation Plan & Testing)	<p>Minor edits to wording.</p> <p>Edit to “Mobilisation Period” definition on page 1.</p> <p>Addition of “Mobilisation Fee” definition.</p> <p>2.1 - The Supplier shall provide a further draft Mobilisation Plan within ten (10) days of the Call-Off Effective Date.</p> <p>2.3 – wording added – “...final Mobilisation Plan within ten (10) Working Days of receipt by the Buyer from the Supplier.”</p>

Schedule Name	Summary of Changes
	<p>4.2 - wording added - It is advisable the Supplier's contract lead and mobilisation lead are security cleared at the required level at the start of the Mobilisation Period.</p> <p>Annex 1: Mobilisation Plan – table updated to include Buyer-specified Milestones with associated Deliverable Items, Durations, Milestone Dates, Buyer Responsibilities, Milestone Payments and Delay Payments.</p>
Call-Off Schedule 14 (Key Performance Indicators)	<p>Updates to and removal of Definitions.</p> <p>Minor edits to wording.</p> <p>3.1-3.4 – KPI Credit Calculation explained in relation to Attachment 3 – Annex C KPI Pay Mech Model. Stipulation that “KPI Category At Risk Amount” and “KPI At Risk Amount” are not used.</p> <p>KPI Credit Ratchet mechanism removed.</p> <p>Critical KPIs added and impact of failure of these Critical KPIs is set out in Attachment 3 - Annex C KPI Pay Mech Model along with full details of the KPIs.</p>
Call-Off Schedule 15 (Call-Off Contract Management)	<p>4.3 – requirement is on the Supplier only to notify the Buyer of changes to Board members, no longer a mutual obligation.</p> <p>Strategic Supplier Relationship Management (SSRM) governance, a requirement for Government ‘Gold’ contracts, has been built into the Schedule at Annex A. SSRM-related definitions have been incorporated into the Definitions section.</p> <p>Minor edits throughout.</p>
Call-Off Schedule 16 (Benchmarking)	<p>New Definitions for “Benchmarked Rates” and “Benchmarking Reports” to provide greater clarity.</p> <p>New 3.1.8 – Wording added that Benchmark reviews shall not result in any increase in charges.</p> <p>3.3.2 – changes from a Benchmarking Report to be implemented by the Supplier no later than three months.</p> <p>New 3.3.3 to 3.3.4 – additional Supplier rights: right to reject the Benchmarking Report if the correct process has not been followed, and right to reject if it</p>

Schedule Name	Summary of Changes
	<p>would lead to the Supplier operating the contract at a loss (and proven).</p> <p>New 3.3.5 – failure by the Supplier to implement the changes from a Benchmarking Report within the three-month time limit gives the Buyer the right to terminate the contract immediately, except where the rights of 3.3.3 and 3.3.4 apply.</p> <p>New Section 4 – alternative benchmarking process outlined for use where Comparison Groups either are not applicable, or the cost data cannot reasonably be obtained.</p> <p>Minor edits to wording throughout and paragraphs 2.2 and 3.1.8.</p> <p>3.3.5 – wording added “but provided the Buyer has not unreasonably delayed any associated necessary Variation Procedure...”</p>
Call-Off Schedule 22 (Lease Terms)	<p>Minor edits throughout</p> <p>3.1.1 to 3.1.5 added regarding exclusion of certain core terms.</p> <p>1.1 – Wording changed to The Buyer may lease Equipment and if it chooses to do so from the Supplier it will specify its requirements and lease Equipment from the Supplier. The leasing of Equipment shall be subject to the terms of this Call-Off Schedule 22, this Call-Off Contract more generally, the Framework Contract (as appropriate), and the Equipment Order Form.</p>
Call-Off Schedule 23 (HMRC Terms)	<p>Sections A, B, C added.</p> <p>Minor edits throughout</p> <p>2.3 - wording added regarding when “Tax Compliance Failure” shall apply</p> <p>3.3 - reference to the buyers electronic transaction system included</p>

Schedule Name	Summary of Changes
	<p>3.4 - wording added regarding recoverable sums of money.</p> <p>3.5 - wording added regarding reasonable assistance in respect of 3.4</p> <p>5.5 - further wording regarding the supplier indemnifying the buyer.</p> <p>6.- wording added regarding connected companies / sub-contractors use of offshore tax structure.</p> <p>7.1.1.1. - Wording updated regarding transfer of personal data.</p> <p>7.3.2 - sections added covering reasonable assistance to allow the Buyer to meet any obligations to report a Personal Data Breach</p> <p>7.4 - Paragraph added regarding supplier steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach.</p> <p>7.5 - Paragraph added regarding the supplier's obligations to notify or provide information.</p> <p>8.2 Wording added about complying with Government Data and the Social Security Administration Act 1992.</p> <p>Paragraph 9 added – “Confidentiality, Transparency and Publicity”</p> <p>Minor edits provided throughout to provide clarity.</p>
Call-Off Schedule 25 (Billable Works and Projects)	<p>Minor edits to wording.</p> <p>1.4 – Specifying that Annex A is for reference only and that, in the event of any conflict between the Order Form and Annex A, the Order Form takes precedence.</p> <p>3.1 – Specification of timeframes for the Supplier to provide quotations for Tier One, Tier Two, and Tier Three Billable Works.</p>

Schedule Name	Summary of Changes
	<p>3.1.4 – Deletion of reference to Tier Four Billable Works.</p> <p>3.5 – Elaboration on quotation or formal tender requirements.</p> <p>3.6 – Added explanation of the process to occur following the provision of quotation or formal tender – the Buyer Authorised Representative shall inspect the works and sign off as satisfied and completed. Stipulation added that all completed works must be reported in the Supplier’s monthly service review report and invoiced to the Buyer accordingly.</p> <p>5.3 and 5.4 – Added reference to Project Stage Uplift in relation to General Projects.</p> <p>7.1 - Data and Information clause added.</p> <p>Annex A added for reference, stating the tiering structure for Billable Works.</p> <p>6.7.1 – wording changed to “equipment that the Buyer and Supplier have agreed is Beyond Economic Repair”.</p>
Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)	<p>Minor edits to wording.</p> <p>1.1 and 1.1.3(d) – Reference to Call-Off Special Schedule 4 added.</p>
Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)	<p>Minor edits to wording.</p> <p>1.9 - Cross-reference to Core Terms corrected.</p> <p>2.9 - Name of bank specified (Bank of England).</p> <p>2.12 – Wording added regarding applications for costs and expenses being agreed and included in invoices.</p>
Call-Off Schedule 28 (TUPE Surcharge)	<p>Definition of “Labour Count” added to definition table.</p>
Call-Off Schedule 29 (Redundancy Surcharge)	<p>New definitions added to provide greater clarity.</p>

Schedule Name	Summary of Changes
	<p>Amendments to cover Continuing Former Supplier Employees at 2.1.1, 3.1, and 3.3.</p> <p>3.3 Stipulated within 12 Months of the Relevant Transfer Date (rather than within 12 Months of the starting date).</p> <p>New – Definition of “Mobilisation Fee” replicated from Call-Off Schedule 13 Mobilisation Plan & Testing.</p> <p>Amendments to Paragraph 2.1 to clarify when the Supplier is entitled to the Redundancy Surcharge.</p>
Call Off Schedule 33 (Consortium Bids)	Minor edits at 2.1 and 3.3.
Joint Schedule 4 (Commercially Sensitive Information)	List of Commercially Sensitive Information added to table.
Joint Schedule 7 (Financial Difficulties)	<p>5.1 Financial Indicators set as Turnover Ratio, Net Interest Paid Cover, Acid Ratio</p> <p>Removed - Annex 5 Optional Clauses for Bronze Contracts</p> <p>Incorrect cross-references corrected throughout.</p> <p>Definitions – Updated wording to “FDE Group” definition.</p> <p>Minor edits throughout.</p>
Joint Schedule 1 (Definitions)	Minor edits throughout
Joint Schedule 10 (Rectification Plan)	Minor edits to section - Deadline for receiving rectification plan.
Joint Schedule 11 (Processing Data)	Minor edits at Paragraph 7 and 8 for cross referencing purposes.
Call-Off Special Schedule 1 (amended, Deleted and Additional Definitions)	<p>New schedule inserted. Many of the contents were covered at initial Tender as Special Term 1. These have now been replaced by this Special Schedule.</p> <p>The following updates have been made to that included at Initial Tender:</p> <p>Definitions</p>

Schedule Name	Summary of Changes
	<p>Former Suppliers Final Staff List. The words “Relevant Transfer” have been inserted.</p> <p>Former Supplier’s Final Tender Staff List. The following wording added: “or in the case of Variations (including, without limitation, additional Sites and/or locations where Deliverables are to be provided), as part of the data issued against which to price the Variation”.</p> <p>New definitions inserted for “Mandatory Wage Adjustment”, “Mandatory Wage Increase Supplier Staff” and “Other Region Supplier”.</p> <p>New Paragraphs inserted at 3.1, 3.6 (both regarding due diligence) and 3.10 (replacing the word “Guarantor” with “means either the Framework Guarantor or Call-Off Guarantor as such terms are defined in Joint Schedule 8 (Guarantee)”.</p>
Call-Off Special Schedule 2 (Carbon Reduction)	<p>Please note these are terms that were not included in the Initial Tender.</p> <p>This Special Schedule is based on Public Procurement Notice 01/24. It is in addition to terms stated in Joint Schedule 5 (Corporate Social Responsibility).</p>
Call-Off Special Schedule 3 (Billable Works and Projects Additional Terms)	<p>Please note these are terms that were included in the Initial Tender Order Form and have now been provided as a Call-Off Special Schedule.</p> <p>Terms that have been edited from wording included at initial tender are as follows:</p> <p>3A.1.2 – Failure to comply with instruction time frame increased from seven (7) days to ten (10). Paragraph edited to clarify liability for additional costs by both the Supplier and the Buyer.</p> <p>3A6.5 – Paragraph inserted with the following wording: “The Supplier shall notify the Project Administrator in writing at least seven (7) days (or such other period as the Buyer reasonably requires and notifies the Supplier in writing) in advance of when it considers the Project and associated</p>

Schedule Name	Summary of Changes
	Deliverables (or a Section) will reach Practical Completion.” Other minor edits throughout to provide clarity.
Call-Off Special Schedule 4 (Contingency Provision)	Please note this was included in the Initial Tender as Special Term 6. Minor edits throughout.

EFFECTIVE DATE: **21/11/2024.**

DATE THE CONTRACT PERIOD COMMENCES: **21/11/2024.**

MOBILISATION PERIOD: **25/11/2024 – 30/04/2025.**

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE
CONTRACT YEAR 1 COMMENCES: **01/05/2025.**

CALL-OFF EXPIRY DATE: **30/04/2030.**

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): **01/05/2030 to 30/04/2033.**

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): **01/05/2033 to 30/04/2034.**

CALL-OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates): **01/05/2034 to 30/04/2035.**

TOTAL MAXIMUM CONTRACT PERIOD **01/05/2025 to 30/04/2035.**

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 provision of Deliverables is set out in Call-Off Schedule 20 (Specification), which incorporates Attachment 3 (Specification) and its Annex A Standards & Processes,

Annex B Deliverables Matrix Lot 1c, Annex C KPIs, the Pricing Matrix, Call-Off Schedule 5 (Pricing Details), Call-Off Schedule 13 (Mobilisation Plan and Testing), and all other Call-Off Contract Schedules provided by the Buyer as part of this Call-Off Contract.

The location of the provision of certain Deliverables is not fixed on the Effective Date however the Buyer expects to add further Buyer Premises to this Call-Off Contract ("On-Board") over time and is aware that the following parameters may apply to its requirements for these Deliverables:

- The Data Room document, "Lot 2 West Data Room > DR011 Building Information", sets out a full list of the "Buildings in Scope" that the Buyer expects to On-Board to this Call-Off Contract, and the date that On-Boarding is anticipated for each Building in scope listed, where different from the Start Date.
- The Buyer may need to occupy additional premises that are not currently Buildings in Scope and the Buyer may, at its sole discretion, On-Board any of these additional premises to this Call-Off Contract.
- Save where Call-Off Special Schedule 4 applies, the Buyer shall notify the Supplier of the need to On-Board ninety (90) days prior to the service commencement date at the additional site. The Parties acknowledge that this may not always be possible, and the Parties agree to work collaboratively should this be the case.

The Supplier acknowledges that the volume of certain Deliverables and the range of Deliverables required by the Buyer under this Call-Off Contract may be subject to adjustment and change 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 Call-Off Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) on the basis of fixed prices and shall be calculated by reference to the fixed price Pricing Matrix set out below:



subject to Indexation as set out below and in Call-Off Schedule 5 (Pricing Details). 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 (via the Call-Off Variation Procedure);
- ii. Specific Change in Law;
- iii. Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking)

Attachment 5 - Order Form

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iv. Call-Off Variation (agreed in writing and signed by both Parties in accordance with Clause 24 of the Core Terms)

TARGET COST

Not Applicable

PAYMENT METHOD

BACS following receipt and Buyer approval of a valid invoice. HMRC use an e-Trading portal [myBUY](#) (provided by SAP ARIBA) to manage all ongoing financial transactions with its suppliers.

BUYER'S INVOICE ADDRESS:

Accounts Payable



INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Prices Index (CPI) as reported by the Office for National Statistics (ONS) based on the latest reporting period available at the Adjustment Date (as defined in Paragraph 5.2.1 of Call-Off Schedule 5 (Pricing Details)). Indexation shall only apply from Contract Year Two (2) on **1st May 2026** (being the first Adjustment Date) and shall be applied on every yearly anniversary thereafter (each such yearly anniversary being an Adjustment Date).

Indexation shall be applied to the Baseline Monthly Payment (excluding Costs, or any other sums, that could be subject to a Mandatory Wage Adjustment), the Schedule of Rates and Schedule of Tasks only, as identified in the Pricing Matrix. For the avoidance of doubt, this shall not apply to Billable Works or Projects.

In any case indexation will only be chargeable by the Supplier where the Supplier can adequately demonstrate to the Buyer, one (1) Month in advance of any index application to charges, that there is evidential impact of inflation to actual costs of delivery of the Services.

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

Framework Ref: RM6232

Project Version: v2.0

Model Version: v3.7

TUPE OPTION

Option 3 – Fixed Fee TUPE Risk Premium in accordance with Call-Off Schedule 28 (TUPE Surcharge)

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Thresholds shall be: [REDACTED] (excluding VAT)

BILLABLE WORKS

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

Billable Works Tier	Estimated Total Value Range
Tier 1	[REDACTED]
Tier 2	[REDACTED]
Tier 3	[REDACTED]

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: [REDACTED]

BUSINESS CRITICAL EVENTS

Any event which relates to the immediate security or health and safety of Buyer Premises;

Any event which triggers the invocation of the Business Continuity and Disaster Recovery Plan;

Any event that prevents or severely restricts the Buyer from conducting normal operations or is of a dangerous nature;

Including but not limited to:

- Fire
- Gas Leak
- Major Flood
- Security breach
- Fire alarm failure
- Building evacuation
- Asbestos release
- Infection control
- Bomb or other security threat
- Major power and lighting failure
- Emergency lighting failure
- Major heating system failure
- Flood or severe weather damage to the premises
- Blocked foul water drains or overflowing toilets
- Damage compromising the security of the Premises

Attachment 5 - Order Form

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- Loss of water supply to the premises
- Loss of the use of Critical Assets
- Loss of building security systems including access control gates, intruder detection or CCTV
- Fire - Sprinkler systems and extinguishers
- Continuity of the Business Critical Functions
- Water systems contamination
- Disaster Period

WARRANTY

As per 3.1.2 (as amended by Call-Off Special Schedule 3 (Billable Works and Projects Additional Terms)) of the Core Terms (90 Days)

CYBER ESSENTIALS

Basic

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]
Mobile: [REDACTED]

BUYER NOTICES

Name: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]
Mobile: [REDACTED]

BUYER SECURITY REPRESENTATIVE

Name: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]
Mobile: [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement#sustainable-procurement>

BUYER'S SECURITY POLICY

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

Framework Ref: RM6232

Project Version: v2.0

Model Version: v3.7

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]
Mobile: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]
Mobile: [REDACTED]

PROGRESS REPORT FREQUENCY:

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Monitoring Meetings**") on a Monthly 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;

- 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.

PROGRESS MEETING FREQUENCY

The Buyer and the Supplier shall attend and fully participate in the Annual Joint Strategic Board, Quarterly Joint Strategic Steering Group and monthly Commercial and Operational Meetings, to work collaboratively to ensure the Contract is meeting the outcomes as set out in the Specification.

KEY ROLES/STAFF (Call-Off Schedule 7 (Key Supplier Staff) refers):

Contract Director
Regional Operations Manager (South)
Regional Operations Manager (North)
Performance & Continuous Improvement Manager
Technical Services Manager

KEY SUBCONTRACTORS:

Work Package G – Landscaping Services; Ground Control
Work Package M – Waste; Greenzone

Attachment 5 - Order Form

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E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

The Commercially Sensitive Information specified in Joint Schedule 4 (Commercially Sensitive Information).

ADDITIONAL INSURANCES:

1. In accordance with Joint Schedule 3, the Supplier shall have in place:
 - 1.1. third party public and product liability insurance;
 - 1.2. which as a minimum, indemnifies the Supplier in respect of all sums which the Supplier shall become legally liable to pay as damages and claimant's cost and expenses in respect of accidental:
 - 1.2.1. (1) death, or (2) bodily injury to, or (3) sickness, illness or disease contracted by, any person; and
 - 1.2.2. loss of or damage to property, happening during the period of insurance and arising out of or in connection with the provision the Deliverables in connection with this Contract, or as the Supplier may otherwise be liable under the terms of this Contract, including by operation of Law in connection with this Contract;
 - 1.3. contains a limit of indemnity of not less than [REDACTED] [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited in the annual period of insurance, but, and subject always to Paragraph 5.1 of Joint Schedule 3, [REDACTED] [REDACTED] in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy); and
 - 1.4. contains an indemnity to principals clause or additional insured equivalent.

GUARANTEE

Not applicable.

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one (1) 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% of the Baseline Monthly Payment
- (ii) the Earn Back % shall be: 0%

CONCESSION:

Not Applicable

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 social value commitments as were provided for in its Final Tender (**See** Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 14 (Key Performance Indicators)).

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	
Signature	
Name	██████████
Role	██████████████████
Date	

For and on behalf of the Buyer		
Signature		
Name	██████████	██████████
Role	████████████████████	████████████████████
Date		