**THE SUPREME COURT OF THE UNITED KINGDOM**

**AND**

**CARLISLE SECURITY SERVICES LTD**

**FOR THE PROVISION OF**

**SECURITY SERVICES FOR THE SUPREME COURT**

**WORKPLACE SERVICES FRAMEWORK AGREEMENT**

 **(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

**Part A - Order Form Template**

 This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form up to but not including the signature bloc It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

**Contract Number:** CCSE22A03

**From the ("Buyer "): The Supreme Court of the United Kingdom**

**To the ("SUPPLIER")**

**Name: Carlisle Security Services Ltd**

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

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM 6089 and dated 15th December 2022 for the provision of security management services.

**BENEFICIARIES:**

N/A

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

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

|  |  |
| --- | --- |
| **Lot** | **Supplier accreditations required for the Lot** |
| 1a | ISO 9001 ISO 14001 OHSAS 18001Cyber Essentials BasicMember 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 A (Staff Transfer At Start Date – Outsourcing From the Buyer) 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 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 5 (Call-Off Pricing)

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)

 Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)

1. The 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)

Joint Schedule 9 (Minimum Standards of Reliability)

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

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 16 (Benchmarking)

**CALL-OFF SPECIAL TERMS:**

[None]

**EFFECTIVE DATE: 20TH December 2022**

**DATE THE CONTRACT PERIOD COMMENCES: 20th December 2022**

**MOBILISATION PERIOD: 20th December 2022 - 2nd January 2022**

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 3rd January 2022**

**DATE CALL-OFF INITIAL PERIOD ENDS) : 3rd January 2025**

**CALLOFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 3rd January 2025 to 3rd January 2026**

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 3rd January 2026 to 3rd January 2027**

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 3rd January 2022 to 3rd January 2027**

**CALL-OFF DELIVERABLES:**

The Deliverables that shall be provided under this Call-Off Contract are as described in Call Off Schedule 28 (Call-Off Specification)

**DRAWN DOWN DELIVERABLES:**

N/A

**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;

(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.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be **REDACTED TEXT under FOIA Section 43 Commercial Interests**

**ADDITIONAL INSURANCES**

Not applicable

**INDEXATION**

N/A

**PASS THROUGH COSTS**

Not Applicable or

**TUPE OPTION**

Fixed fee TUPE.

**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  | **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 follows:

* Threat of adversary seeking to harm those in the Court building through means of physical violence, including the Justices, Supreme Court staff & contractors and Court users.
* Threat of adversary wishing to cause disruption or damage to the buyers’ property, including the building.
* Terrorist Incident occurring in the immediate facility of the building, including the area of Parliament Square.
* Adversaries wishing to gain access to the building and disrupt the operation of the Court by means of protest or similar.
* The impacts of things such as the pandemic that may affect the operation of the Court
* Any substantial event that impacts on the operation of the Court or the safety and security of those using it or affected by its business.

Disaster Period 2 hours

**BILLABLE WORKS NOT REQUIRING APPROVAL**

Not Applicable

**METHOD OF PAYMENT**

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

**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:**

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

**FINANCIAL REPORTS**

Not Applicable

**MOBILISATION PROGRESS REPORT FREQUENCY:**

On the last Working Day of each week

**MOBILISATION PROGRESS MEETING FREQUENCY:**

On the first Working Day of each week

**KEY ROLES/STAFF:**

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

**KEY SUBCONTRACTORS:**

N/A

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Not Applicable

**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):

**RISK REGISTER:**

**Not Applicable**

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 33 %.

**RELEVANT CONVICTIONS:**

Not Applicable

**CONCESSION – LOT 3 ONLY:**

Not Applicable

**COLLATERAL WARRANTIES**

Not Applicable

**PERFORMANCE BOND**

Not Applicable

**CALL-OFF GUARANTEE**

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 provided for in its Tender – Please see Cal Off Schedule 22 – Call Off Tender:

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

**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: | 12/19/2022 | Date: | 10/01/2023 |

**Part B**

**Call-Off Schedules**

**[Insert Schedules Joint Schedule 1 – Joint Schedule 7 [and Joint Schedule 8-11] and Call-Off Schedule 1 - Call-Off Schedule 11 [and Call-Off Schedule 12- Call-Off Schedule** **26] where incorporated in the Framework Award Form]**

**[Insert final Clarifications Log here] [Insert Price Matrix Meeting records and outcomes here]**