**HOME OFFICE SECURITY**

**AND**

**SUPPLIER**

**WORKPLACE SERVICES CONTRACT**

 **(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**FRAMEWORK SCHEDULE 6:**

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

**[Part A - Order Form Template]**

**Contract Number:** CCBO21A05

**From the ("Buyer "): Home Office Security,** Redacted Under FOIA, Section 40, Personal Information

**To the ("SUPPLIER")**

**Name: UNIVERSAL SECURITY SYSTEMS LTD**

**Registered Address:**

Redacted Under FOIA, Section 40, Personal Information

**Registered Number: 177 3251**

**DUNS Number:** **289797425**

 **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:**

Non Applicable.

**CALL-OFF LOT(S):***[Guidance Note: Insert the relevant lot numbers]*

This Call-Off Contract is in relation to the following Lot (please select)

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1b |  | ISO 9002ISO 14001 OHSAS 18001Cyber Essentials PlusMember of NSI – National Security Inspectorate at Gold Status   |

**CALL-OFF INCORPORATED TERMS**

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

numbers are missing and we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form includes 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 4 (Facilities Management)

Call-Off Schedule 6A (TUPE Surcharge) Optional for Lot 1B

Call-Off Schedule 2 (Staff Transfer) (Optional for Lot 1B)

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)

Call-Off Schedule 15 (Contract Management)

Joint Schedule 3 (Insurance Requirements) (Lot 1B)

Call-Off Schedule 1 (Transparency Reports)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 7 (Financial Distress)

Call-Off Schedule 7 (Key Staff)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)

1. The FM Core Terms (vFM2)
2. Joint Schedule 5 (Corporate Social Responsibility).

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.

1. 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.

**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 23 (Redundancy Surcharge)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 12 (ICT Services Terms)

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

Call Off Schedule 25 (Relevant Convictions)

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

Call-Off Schedule 21 (Performance Bond)

Joint Schedule 8 (Guarantee)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call Off Schedule 24 (Collaboration) (Lot 2A, 2B and 3 only)

Call Off Schedule 23 (Redundancy Surcharge)

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

Call-Off Schedule 28 (Call Off Specification)

**CALL-OFF SPECIAL TERMS:**

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

[None]

**CALL-OFF DELIVERABLES:**

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

Lot 4. Dover, Ashford and Northern Europe

Attachment 3 and all associated Annexes

**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 charge out rates for attending service calls and shall be calculated by reference to the fixed price pricing matrix.

 [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:

**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:

**ESTIMATED YEAR ONE CONTRACT CHARGES**

Redacted Under FOIA, Section 43, Commercial Interest

**ADDITIONAL INSURANCES**

Not applicable

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation and shall only apply from 01-04-2023and shall be applied on every yearly on the 1st April .

**PASS THROUGH COSTS**

Not Applicable

**TUPE OPTION**

Not Applicable, however if TUPE does arise the following option will be used:

on the basis of either: Fixed Fee 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  | [£1001 - £5000] |
| Tier Two Billable Works  | [£5001 - £10,000] |
| Tier Three Billable Works i | [£10,001 - £25,000] |
| Tier Four Billable Works  | [Above £25,000] |

**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: £1,000. This is limit of liability for attending service calls, and where an instruction to proceed has been issued

**METHOD OF PAYMENT**

Redacted Under FOIA, Section 40, Personal Information

**BUYER INVOICING ADDRESS:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER AUTHORISED REPRESENTATIVE:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER NOTICES**

Redacted Under FOIA, Section 40, Personal Information

**BUYER SECURITY POLICY:**

As set out within the contract specification.

**FINANCIAL REPORTS**

Monthly Reports, as set out within the contract specification.

**PROGRESS REPORT FREQUENCY:**

On the tenth Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

On the tenth Working Day of each calendar month

**KEY ROLES/STAFF:**

Redacted Under FOIA, Section 40, Personal Information

**KEY SUBCONTRACTORS:**

Not Applicable

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Redacted Under FOIA, Section 43, Commercial Interest

**SERVICE PERIOD:**

Not Applicable

**KPI CREDITS, AT RISK % AND EARN BACK%:**

Redacted Under FOIA, Section 43, Commercial Interest

**RISK REGISTER:**

Not Applicable

**RELEVANT CONVICTIONS:**

Not Applicable

**CONCESSION – LOT 4 ONLY:**

Not Applicable

**COLLATERAL WARRANTIES**

Not Applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender: (AQC1)

**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.

**EXECUTION AS A CONTRACT**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted Under FOIA, Section 40, Personal Information | Signature: | Redacted Under FOIA, Section 40, Personal Information |
| Name: | Redacted Under FOIA, Section 40, Personal Information | Name: | Redacted Under FOIA, Section 40, Personal Information |
| Role: | Redacted Under FOIA, Section 40, Personal Information | Role: | Redacted Under FOIA, Section 40, Personal Information |
| Date: | 28/03/22 | Date: | 28/03/22 |

**Part B**

**Call-Off Schedules**