

COMMERCIAL CONDITIONS OF CONTRACT FOR SERVICES CONTRACTS

ID 5054046

**PROVISION OF SECURITY AND ANCILLARY
SERVICES**

These Services clauses MUST be read in conjunction with the Public Sector Standard Conditions of Contract.

Contents

1.0	Interpretation
2.0	Initial Contract Period
3.0	Extension of the Contract Period
4.0	Contract Price
5.0	Payment
6.0	Recovery of Sums Due
7.0	Supply of Services
8.0	Access to Premises
9.0	Provision and Removal of Equipment
10.0	Inspection of Premises
11.0	Late Delivery of Services
12.0	Staff and Key Personnel
13.0	Indemnity
14.0	Professional Indemnity
15.0	Protection of Information Assurance
16.0	Break
17.0	Contractor's Premises Security
18.0	Tax Arrangements of Public Sector Appointees
19.0	Monitoring of Contract Performance
20.0	Social Considerations
21.0	Security
22.0	Licence to Occupy Premises
23.0	Intellectual Property Rights [NOT USED]
24.0	Data Protection [NOT USED]
Schedule 1	Specification Schedule
Schedule 2	Pricing Schedule
Schedule 3	Contract Management/Monitoring Schedule
Schedule 4	Social Considerations Schedule
Schedule 5	Security Schedule
Schedule 6	Participating Departments and Agencies / Bodies

1.0 Interpretation

- 1.1 These Commercial Conditions of Contract shall at all times be read in conjunction with the Public Sector Standard Conditions of Contract. If there is any ambiguity or inconsistency in or between the Public Sector Standard Conditions of Contract and the Commercial Conditions of Contract, the Commercial Conditions of Contract shall take precedence.
- 1.2 The definitions set out in the Public Sector Standard Conditions of Contract shall apply to the Contract, including to these Commercial Conditions of Contract, unless otherwise expressly defined in these Commercial Conditions of Contract. For the avoidance of doubt, any references to clauses stated in these Commercial Conditions of Contract shall be in relation to the clauses which are contained in the Commercial Conditions of Contract unless expressly stated otherwise.
- 1.3 In these Commercial Conditions of Contract, the following words will have the following meanings:

“Equipment”	means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract.
“Key Personnel”	means any persons specified as such in the Tender or the Specification (as the case may be), or otherwise notified by the Client to the Contractor in writing.
“Purchase Order”	means the Client’s order for Services which has a unique number, and details the Services to be supplied by the Contractor to the Client in accordance with the terms of this Contract.

2.0 Initial Contract Period

- 2.1 The Contract will commence on **1st September 2024** for an Initial Period of three (3) years.
- 2.2.1 The Client may, no later than six Months prior to the Initial Contract Period Expiry Date, give notice in writing to the Contractor to invite the Contractor to agree to extend the Contract for any period up to and including **twenty-four (24) Months** commencing from the Initial Contract Period Expiry Date (the “**First Extension Period**”).
- 2.2.2 Thereafter, the Parties may agree in writing to extend the Contract for **one** further period of up to and including **twenty-four (24) Months** beyond the end of the First Extension Period provided that the Client gives notice in writing, no later than six Months before the expiry of any current contract extension period,

to invite the Contractor to agree to accept the proposed extension. (This will be the “**Second Extension Period**”.)

- 2.2.3 The Contractor shall notify the Client in writing within the reasonable timescale as specified by the Client of its decision as to whether it agrees to accept any proposed extension of the Contract.

3.0 Extension of the Contract Period

- 3.1 If it is agreed by both Parties that the Contract is to be extended under clause 2.2.1, the provisions of the Contract will apply, subject to any variation or adjustment to the Contract Price pursuant to clause 4.3 of this Contract, for the duration of any such extended period.
- 3.2 If the Contractor does not agree in writing to accept any proposed extension of the Contract within the timescale as specified by the Client, the Contract shall automatically terminate at the Initial Contract Period Expiry Date or upon the expiry of any current extension period (if the Contract has continued past the Initial Contract Period Expiry Date).

4.0 Contract Price

- 4.1 In consideration of the performance of the Contractor’s obligations under the Contract, the Client shall pay the Contract Price in accordance with this clause, clause 5.0 and Schedule 2 (Pricing Schedule) during the Contract Period.
- 4.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.
- 4.3 **Pricing not directly associated with the payment of the Real Living Wage (RLW)**

In the event that the Contractor agrees to extend the Initial Contract Period, the variation to the non-RLW pricing shall be calculated in respect of any such extension as follows:

- i. For the First Extension Period (years four and five), any variation to the Contract Price shall be based on the percentage change in the Consumer Prices Index (CPI) as published by the Office of National Statistics (the “**Percentage Change**”) between the Commencement Date, and the date 6 Months before the expiry of the Initial Contract Period. Any agreed variation to the pricing will remain fixed for the two (2) year extension term.
- ii. For the Second Extension Period (years six and seven), any further variation to the Contract Price shall be based on the Percentage Change between the commencement date of Contract year four, and the date 6 Months prior to the expiry of the First Extension Period. Any agreed variation to the pricing will remain fixed for the final two (2) year extension term.

5.0 Payment

- 5.1 The Client will pay the Contractor the Contract Price for the Services no later than 30 days after the receipt of a valid invoice in accordance with Schedule 2 (Pricing Schedule).
- 5.2 The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Specification and Schedule 2. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.
- 5.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice. The characteristics of a valid invoice are detailed in Schedule 2 (Pricing Schedule).
- 5.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 5.5 The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 5.5 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- 5.6 The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.
- 5.7 If for any reason the Contract comes to an end otherwise than on the last day of a month the Client must pay in respect of the partly completed month on a pro-rata basis for the number of days worked as a proportion of the number of working days in the partly completed month.

6.0 Recovery of Sums Due

- 6.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Contract), that sum may be deducted unilaterally by the Client from any sum then due, or which at any later time may become due, to the Contractor under this Contract.
- 6.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

6.3 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.0 Supply of Services

7.1 In consideration of the amounts due under this Contract Price, the Contractor will provide the Services to the Client during the Contract Period in accordance with the Specification which shall include the Contractor complying with any obligations set out in the Specification.

7.2 If any Services provided to the Client were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits or indemnities which the Contractor holds from such third parties in respect of those Services will be held on trust for the Client.

7.3 In providing the Services, the Contractor shall:

7.3.1 co-operate with the Client in all matters relating to the Services, and comply with all the Client's instructions;

7.3.2 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and within sufficient numbers to ensure that the Contractor's obligations are fulfilled in accordance with this Contract;

7.3.3 provide Staff with a form of identification that is acceptable to the Client and which staff shall display on their clothing at all times when they are on the Client's Premises

7.3.4 instruct its Staff not to smoke on the Client's Premises except where it is expressly permitted to do so.

7.3.5 ensure that the Services will conform with all descriptions and requirements set out in the Specification;

7.3.6 provide all Equipment, tools and vehicles and such other items as are required to provide the Services;

7.3.7 at all times comply with the Quality Standards, and where applicable maintain registration with the relevant Quality Standards authorisation body; and

7.3.8 the Contractor shall perform all its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.

7.4 Without prejudice to any other right of remedy of the Client, if the Client informs the Contractor that it considers that any part of the Services does not meet the Specification or the requirements of the Contract or differs in any way (other than in a minor inconsequential way) from the Specification or its requirements, and this is other than as a result of Default or negligence on the part of the Client, the Contractor shall at its own expense re-schedule and re-perform any

part of the Services correctly within such reasonable time as may be specified by the Client.

- 7.5 The Client envisages that it may require additional services and/or goods to be provided by the Contractor during the Contract Period. While the precise scope and extent of such additional services cannot be agreed at this time, the intention is for any such additional services to be included within the scope of this Contract in accordance with the Variation Procedure set out in Clause 11 of the Public Sector Standard Conditions of Contract, the precise scope and extent of such additional services being agreed between the Parties. Without limiting the generality of the above, as at the Commencement Date, the Client envisages that it may require those additional services identified under the "Potential Services" heading in the Specification. For the avoidance of doubt, the terms of the Contract shall apply to any such additional services.

8.0 Access to Premises

- 8.1 The Client may inspect and examine the manner in which the Contractor supplies the Services, at the Premises, during normal business hours, on reasonable notice to the Contractor.
- 8.2 If necessary, the Client will provide the Contractor with reasonable access at reasonable times to its Premises for the purpose of providing the Services.

9.0 Provision and Removal of Equipment

- 9.1 The Contractor shall provide all the Equipment necessary for the supply of Services.
- 9.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 9.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed by both Parties in writing, Equipment brought onto the Premises will remain the property of the Contractor.
- 9.4 The Contractor shall maintain all their items of Equipment within the Premises in a safe, serviceable and clean condition.
- 9.5 The Client shall be entitled at any time during the Contract Period to order in writing, that the Contractor at its own expense and as soon as reasonably practicable:

- i. remove from the Premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with the Contract; and
 - ii. replace such item with a suitable substitute item of Equipment.
- 9.6 If the Contractor provides Services from the Client's Premises, on completion of the Services, or upon the termination or expiry of the Contract (whichever is the earliest date) the Contractor will vacate the Client's Premises, remove his plant, Equipment and unused materials and will clear away from these Premises all rubbish arising out of the Services and leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

10.0 Inspection of Premises

- 10.1 The Contractor is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

11.0 Late Delivery of Services

- 11.1 Failure by the Contractor to provide the Services or any part of them within the time agreed shall entitle the Client to terminate this Contract and purchase other Services of the same or similar description to make good such default and recover from the Contractor the amount by which the cost of purchasing other Services exceeds the amount that would have been payable to the Contractor in respect of the Services replaced by such purchase provided that the Client uses all reasonable endeavours to mitigate its losses in this respect.
- 11.2 Without prejudice and in addition to the terms of clause 11.1 the Client shall be at liberty to charge an administration fee, not in excess of 10% of the gross cost of any other services purchased, as a result of a breach of clause 11.1. Such administration fees shall be in addition to any charge levied under clause 11.1.
- 11.3 Having given careful consideration to this matter, all monies payable by the Contractor under clause 11.1 and 11.2 are considered by the Parties to be a genuine pre-estimate of the losses which the Client will incur in relation to the Contractor's failure to deliver the Services by the time agreed it being impossible to quantify the actual aggregate losses sustainable by the Client in terms of both loss of revenue as well as loss of reputation and prestige (the Parties acknowledging that hypothetically the losses sufferable by the Client might be more or less than the agreed liquidated damages calculation); arrived at without any inequality of bargaining position as between the Parties as a true bargain between the Parties; fair, given the nature and circumstances of the Contract; neither excessive, extravagant, unconscionable or oppressive in all the circumstances; and as such these monies are payable as liquidated damages such that the Contractor waives absolutely any entitlement to

challenge the enforceability in whole or in part of this clause 11.0. The Parties' joint intention in agreeing a scheme of liquidated damages in such circumstances is to substantially reduce and, to the fullest extent possible in law, eliminate, the risk of a dispute and potential litigation in relation to such circumstances.

- 11.4 Each Party confirms that (i) it has taken specific legal advice on the effect of this clause and (ii) based on such advice, it does not enter into this Contract in anticipation that, or with any expectation that this clause will be unenforceable for any reason.

12.0 Staff and Key Personnel

- 12.1 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.
- 12.2 The Contractor shall engage, employ and pay all monies due to Staff required to carry out this Contract and shall be entirely responsible for setting the pay and conditions of service for his Staff and for any compensation payments due to them howsoever arising.
- 12.3 If in the opinion of the Client any Staff of the Contractor has behaved inappropriately or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other person as may be necessary, in default of which the Client may employ such other person as may be deemed necessary for the purposes of carrying out the work and recover from the Contractor the additional cost thereby incurred.
- 12.4 Any Key Personnel will not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 12.5 Any replacements to the Key Personnel will be subject to the agreement of the Client. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 12.6 In the event that the Contractor is unable to provide replacement Staff, acceptable to the Client's representative, within reasonable time, then the Client reserves the right to obtain replacement Staff from other sources and pass any additional cost on to the Contractor. The Client reserves the right to terminate this Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with clause 40.0 (Termination of Contract, Public Sector Standard Conditions of Contract).

12.7 The Client shall not unreasonably withhold its agreement under clause 12.5. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.

13.0 Indemnity

13.1 Neither Party excludes or limits liability to the other Party for:

- i. Death or personal injury caused by its negligence; or
- ii. Fraud; or
- iii. Fraudulent misrepresentation; or
- iv. Any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

13.2 Subject to clause 13.3, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the delay, late or purported supply, of the Services or the performance, non-performance or delay in performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

13.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.

13.4 Subject always to clause 13.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- i. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the Property of the other under or in connection with this Contract shall in no event exceed **ten million pounds (£10,000,000)**; and
- ii. the annual aggregate liability under this Contract of either Party for all Defaults (other than a Default governed by clause 13.4(i)) shall in no event exceed the greater of **ten million pounds (£10,000,000)** or **one hundred and fifty per cent (150%)** of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises.

13.5 Subject always to clause 13.1; in no event shall either Party be liable to the other for any:

- i. loss of profits, business, revenue or goodwill; and/or
- ii. indirect or consequential loss or damage.

- 13.6 The provisions of clause 13.5 will not limit the Client's right to recover for;
- i. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;
 - ii. wasted expenditure or charges rendered unnecessary and incurred by the Client arising from a Default by the Contractor;
 - iii. additional cost of procuring replacement services for the remainder of the term of the Contract;
 - iv. additional costs to maintain the Services arising from a Default by the Contractor;
 - v. anticipated savings; and
 - vi. any costs and losses arising from delay in performance.
- 13.7 The Contractor shall effect and maintain with a reputable company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 13.8 As part of the obligation contained herein the Contractor's insurance policies shall comply with the following requirements:
- a. Employers Liability Insurance in the sum of ten million pounds (£10,000,000) for any one claim and unlimited in the policy year, in respect of Staff in accordance with any legal requirement from time to time in force;
 - b. Public Liability Insurance in the sum of ten million pounds (£10,000,000) for any one claim and unlimited in the policy year which insurance must not include any exclusion with regard to the consequences of negligence.
- 13.9 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 13.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of this Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 13.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of

the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 13.2.

14.0 Professional Indemnity

14.1 The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than **one million pounds (£1,000,000)** for each individual claim or such higher limit as the Client may reasonably require (and as required by law) from time to time. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

15.0 Protection of Information Assurance

15.1 When handling Information belonging to or supplied by the Client, the Contractor will ensure the security of the data is maintained in line with the protective marking given to that data by the Client, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors thereof as agreed with the Client and set out in the Tender, Award Letter or Specification.

15.2 The Client reserves the right to inspect the physical location of the Information store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Client any information assurance processes and procedures in place.

16.0 Break

16.1 The Client shall have the right to terminate the Contract in all or part at any time by giving three months' written notice to the Contractor.

16.2 In addition to clause 40.7 of the Public Sector Standard Conditions of Contract, termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 5.0 (Payment), 6.0 (Recovery of Sums Due), 13.0 (Liability, Indemnity and Insurance), 14.0 (Professional Indemnity).

17.0 Contractor's Premises Security

17.1 Where the Services are provided from the Contractor's Premises, the Contractor will, at their own cost, comply with all security requirements specified by the Client in writing.

18.0 Tax Arrangements of Public Sector Appointees

- 18.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**”) and all other statutes and regulations relating to income tax in respect of that consideration.
- 18.2 Where the Contractor is liable to National Insurance Contributions (“**NICs**”) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits (Northern Ireland) Act 1992 or equivalent and all other statutes and regulations relating to NICs in respect of that consideration.
- 18.3 The Client may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 18.1 and 18.2 above or why those clauses do not apply to them.
- 18.4 A request under clause 18.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 18.5 The Client may terminate this contract if:-
- i. in the case of a request mentioned in Clause 18.3 above:-
 - the Contractor fails to provide information in response to the request within a reasonable time; or
 - the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 18.1 and 18.2 above or why those Clauses do not apply to them;
 - ii. in the case of a request mentioned in clause 18.4 above, the Contractor fails to provide the specified information within the specified period; or
 - iii. it receives information which demonstrates that, at any time when clauses 18.1 and 18.2 apply to the Contractor, the Contractor is not complying with those clauses.
- 18.6 The Client may supply any information which it receives under clause 18.5(iii) to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

19.0 Monitoring of Contract Performance

- 19.1 The Contractor shall comply with the monitoring arrangements set out in Schedule 3 (Contract Management/Monitoring) to these Commercial Conditions of Contract including, but not limited to, providing such data and information as the Contractor may be required to produce under this Contract.

20.0 Social Considerations

20.1 The Contractor shall comply with the obligations set out in Schedule 4 (Social Considerations) to these Commercial Conditions of Contract in connection with social considerations.

21.0 Security

21.1 The Contractor shall comply with the obligations set out in Schedule 5 (Security Schedule) to these Commercial Conditions of Contract in connection with any security requirements.

22.0 Licence to Occupy Premises

22.1 Any land or Premises made available from time to time to the Contractor by the Client in connection with this Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract.

22.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Client may reasonably request.

22.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Client at the Contractor's expense. The Client shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Client.

22.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Client, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

22.5 The Parties agree that there is no intention on the part of the Client to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Client retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

23.0 Intellectual Property Rights [NOT USED]

24.0 Data Protection [NOT USED]

SCHEDULE 1 - SPECIFICATION SCHEDULE

Please see separate document entitled '5054046 – Specification'

SCHEDULE 2 - PRICING SCHEDULE

Please see separate documents entitled '5054046 – Pricing Schedule' for each individual Lot (1, 2 and 3).

1. Invoicing Requirements

Account NI's predominant, preferred method of invoicing is via e-invoicing which aims to ensure suppliers receive faster payments, reduce invoice processing costs, automate invoice processing and see fewer rejected invoices. If not already onboarded to e-invoicing, upon completion of award of tender please contact the e-invoicing team at invoicinginfo@accountni.gov.uk to start the process of on-barding to the ANI e-invoicing solution.

To meet the requirements of e-invoicing:

- (a) Invoices must be provided in structured pdf format via email. The majority of financial systems will facilitate structure pdf output. If however the accounting system cannot produce a structured/tagged PDF directly, various other suitable methods are acceptable, including, e.g.
 - PDF printer driver software such as CutePDF or Bullzip.
 - MS Office has a facility to generate structured/tagged pdfs.
- (b) Invoices and credit notes should be issued directly via email from the supplier's accounting system to invoicing@accountni.gov.uk
- (c) Invoices must quote a valid ANI PO number. (Note: valid Account NI order numbers are 10 digits in length and begin 6xxxxxxxxx).
- (d) Invoices received in ANI without a Purchase Order number from an on-boarded supplier will be returned directly to the supplier.

2. Characteristics of a valid Invoice

- (a) Contracting Authority/Client name ('Bill To' addresses – see table below)

- (b) The wording "Purchase Order" or "PO" followed by the 10 digit PO number
- (c) The invoice number
- (d) Payment terms
- (e) Invoice date / tax point
- (f) Contractor name, address, postcode and VAT registration number
- (g) Remittance name and address where this is different to (f) above
- (h) Goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value
- (i) The agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

Department	Departmental 'Bill To' addresses to quote on your invoices
<i>Department of Agriculture, Environment and Rural Affairs</i>	<i>Account NI – DAERA PO Box 1190 Belfast BT1 9JE Purchase Order Number: 618xxxxxxx</i>
<i>Department of Education</i>	<i>Account NI – DE PO Box 1193 Belfast BT1 9JH Purchase Order Number: 617xxxxxxx</i>
<i>Department for the Economy</i>	<i>Account NI - DFE PO Box 1148 Belfast BT1 9FU Purchase Order Number: 613xxxxxxx</i>
<i>Department of Finance</i>	<i>Account NI - DOF PO Box 1120 Belfast BT1 9FZ Purchase Order Number: 610xxxxxxx</i>
<i>Department of Health</i>	<i>Account NI - DOH PO Box 1173 Belfast BT1 9HQ Purchase Order Number: 614xxxxxxx</i>

<i>Department for Infrastructure</i>	<i>Account NI - DFI PO Box 1207 Belfast BT1 9JW Purchase Order Number: 621xxxxxxx</i>
<i>Department for Communities</i>	<i>Account NI – DFC PO Box 1176 Belfast BT1 9HT Purchase Order Number: 615xxxxxxx</i>
<i>Department of Justice</i>	<i>Account NI – DOJ PO Box 403 Belfast BT1 9PG Purchase Order Number: 623xxxxxxx</i>
<i>Public Prosecution Service</i>	<i>Account NI – PPS PO Box 405 Belfast BT1 9PH Purchase Order Number: 624xxxxxxx</i>
<i>Northern Ireland Office</i>	<i>Account NI – NIO PO Box 2196 Belfast BT1 9YG Purchase Order Number: 625xxxxxxx</i>
<i>The Executive Office</i>	<i>Account NI – TEO PO Box 1119 Belfast BT1 9FY Purchase Order Number: 611xxxxxxx</i>

3. Suppliers that are unable to meet the requirements for onboarding to e-invoicing should email their invoices directly to Account NI at the following address:- invoices@accountni.gov.uk

The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Contract (including where such invoice does not contain the relevant Quotation or Purchase Order number(s)) or which covers, or purports to relate to Goods and/or Services which have not been provided in accordance with the Contract. The Client shall as soon as is reasonably

practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

4. HSCNI Payment Terms and Invoicing Arrangements

Payment

- The Client will pay the Contractor the Contract Price for the Services no later than 30 days after the receipt of a valid invoice in accordance with the Pricing Schedule.
- The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Specification and Schedule 2. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.
- The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice. The characteristics of a valid invoice are detailed below.
- The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 5.5 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.

Invoices

- Invoices must be quoted in Sterling (GBP) and forwarded to the address as indicated on the Purchase Order or written instruction to commence a Contract, or as advised by the Client and/or Authority quoting the Contract Number and Purchase Order Number (if applicable).
- The Client will require all Invoices to be submitted electronically within 10 days of the end of the month.

- An invoice template is provided below and the Contractor should ensure that they adopt this template (as applicable) and include all the information as applicable to the Contractor's business and service provided to ensure that there is no delay in payment.
- The Client will require the Contractor to send by email a Data Rich PDF invoice with supporting documentation.
- Information on invoices is better left un-boxed as boxing makes the scanning process difficult.
- The Client will require the Contractor to provide one file per invoice with supporting documentation. The Contractor should note that multiple files can be attached to a single email.
- The Client will provide the Contractor with the following information which must be included on invoices:

- Name of the Authorised Officer and their Department
- Cost Centre Code
- Contract Number
- Purchase Order Number (if applicable)
- Commodity details
- Commodity location

Invoices must be submitted in the format required by the Client and include:

- Name of the Authorised Officer and their department
- Cost Centre Code
- Contract Number
- Purchase Order Number (if applicable)
- Full name and contact address of Contractor
- Date/Times of commencement and completion
- Details of parts fitted including part numbers
- Provide a copy of Sign-off Sheet appropriate to invoice
- Contract price

- Invoices received without the above information may be returned to the Contractor by the Client.

- Invoices received without the above information may be returned to the Contractor by the Client.

- The Client reserves the right to withhold payment against any Invoice which is not submitted in accordance with the Contract or which covers or purports to relate to supplies/services which have not been provided in accordance with the Contract, and shall forthwith notify the Contractor accordingly in writing.

- All Invoices must be made payable to the Contractor and not to any nominated Sub-Contractor(s) of the Contractor.

- During the Contract period the Client reserves the right to review invoice procedures with the Contractor. This review may include the possibility of cost savings by amendments to the invoicing procedure.

-Invoices for services carried out by the Contractor at the request of anyone other than the Authorised Officer may not be paid.

Unpaid Invoices

- In the event that the Contractor experiences issues with regard to unpaid invoices, notification of the issues should be made by the Contractor in writing, by letter or e-mail, to the relevant Authorised Officer.

- The Contractor shall continue to fulfil all of the requirements of the Resultant Contract, while the issue is being dealt with. Specifically, the Contractor shall not withdraw the service or threaten to withdraw service until a period of 4 weeks from receipt of the original notification has elapsed.

- An example of an invoice template is as follows (as guidance only), The Contractor and the Client will agree the invoice format at time of implementation.

Invoice Template

CONTRACTOR NAME

Address Details1
Address Detail 2
Address Details 3
Postcode
Telephone No.
Email Address
VAT Reg

INVOICE

Invoice Number:
Invoice Date:
Purchase Order No:
Contract Number:
Cost Centre:

Invoice To:

[example]

[XXXXXX] Health & Social Care Trust
PO Box 1045
Ballymena
BT42 9BU

Description	Price
[Name of Authorising Officer: Department: Provide copy of Sign-off sheet appropriate to invoice Include Schedule of work invoice refers to Contract Price:	£

Total Net: £
Total Vat: £
Total Gross: £

SCHEDULE 3 - CONTRACT MANAGEMENT/MONITORING SCHEDULE

1 Performance Management

- 1.1 The successful contractor's performance on the contract will be regularly monitored. Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Construction & Procurement Delivery (CPD) for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Unsatisfactory Performance and the contract may be terminated. The issue of a Notice of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the certificate.
- 1.2 Performance monitoring is key to ensure that value for money is achieved. Poor performance will be managed at the building level through the monthly monitoring of the Key Performance Indicators (KPIs).
- 1.3 The Contractor will nominate a representative, who will provide regular contact with the Client's Building Representative. The Contractor is required to liaise with each Representative for the buildings listed. These will be the daily points of contact for operational queries.
- 1.4 The Contractor shall, in liaison with the Client's Representative, incorporate into the running of the Contract, measurements which indicate levels of performance. The Client has identified core KPIs detailed Annex A to support

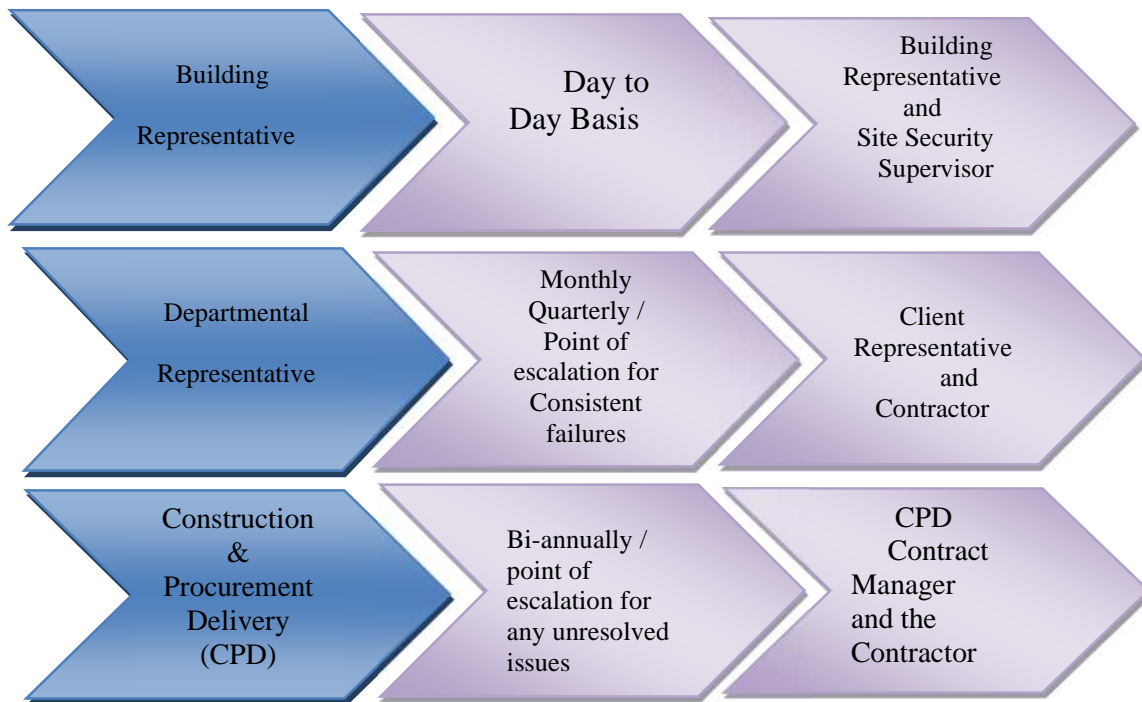
the delivery of the Security and Ancillary Services contract. **KPIs will be site specific to the building; for example, if no patrolling service is required then the patrolling KPI would not be relevant to the building.** The KPIs are intended to be quantifiable measurements that reflect key elements of the Specification Schedule and are based on areas of service where a weakness or failure could result in a major impact for the Client. The purpose of the KPIs is to drive improvements in the service provision.

- 1.5 On award of contract the Client Representatives and the Contractor shall develop Operational Procedures and Assignment Instructions incorporating the relevant KPIs as part of the Contractor's Implementation Plan. The Contractor should note the Client's intention to link agreed KPIs to a service credit regime.
- 1.6 During the Contract Period the Client will require the Contractor to implement further KPIs if it believes they are necessary to ensure the delivery of the Services.
- 1.7 The Client will work in partnership with the Contractor to monitor and improve service delivery.

2 **Contract Management**

- 2.1 Performance Monitoring and Contract Management will be taken forward in three tiers (Diagram 1):
 - Daily operational management and monthly performance report between the Contractor and the Client's Building Representative;
 - Monthly / Quarterly review meeting (or earlier on request from the Client) between the Contractor and the Client's Representative; and
 - Six monthly Contract review with the CPD Contract Manager.

Diagram 1



The Client reserves the right to adjust, introduce new, or remove performance management review meetings throughout the contract term.

The Contractor may be requested to prepare and supply the agenda with involvement from the Client / Departmental Representative (details to be agreed with Client / Departmental Representative) and record minutes. The agenda must be supplied three working days prior to the meetings and the minutes subsequently supplied to the Client / Departmental Representative within 5 working days of the meeting for agreement / amendment. Minutes for the meetings will be agreed but should include the following as a guide;

- Previous Minutes;
- Action Points;
- Services being delivered;
- Staffing issues - training, SIA licensing, vetting, vacancies, absence management;

- Review of performance against KPIs
- Customer complaints;
- Staffing levels & actual attendance;
- Incident review;
- Any further business.

2.2 **Daily Operational Management and Monthly Performance Report**

2.3 Using the agreed KPIs, the Contractor shall: -

- Develop clear operating procedures for staff to ensure service standards are understood, maintained and recorded on a daily basis;
- Establish management information systems to capture and record information in support of performance monitoring and to enable regular robust performance reporting; and
- Provide monthly performance reports for the Client's Building Representative.

2.4 The Contractor's performance shall be measured on a monthly basis by the Contractor and the Client's Building Representative, recorded against a Monthly Contract Monitoring sheet and scored against the Premises' agreed KPIs. Each KPI depending on its importance to the Client is either Pass or Fail, or a Performance measurement rating of 1, 2 or 3 based on the following index:-

Performance Index Ratings

- 3: Meets Standard (No Service Deduction applicable)
- 2: Improvement Required (No Service Deduction, however if the Contractor's performance shows no improvement in the subsequent month then 10% deduction from the monthly fixed cost will apply).
- 1: Failure (Service Deduction will apply)

- 2.5 If the Contractor fails in a KPI which has been identified as a Pass / Fail, then the Contractor will be deemed to have failed to deliver a level of Service specified within the Specification Schedule and a 5% Service Deduction will be applied to the monthly fixed cost for the building.
- 2.6 Where a KPI is scored against the Performance Index of 1, 2 or 3 and a Contractor's performance is deemed as a 3, it will have met the required performance levels and no service deduction will be applied.
- 2.7 Where a KPI is scored against the Performance Index of 1, 2 or 3 and the Contractor's performance is deemed as a 2, no service deduction will be applied. However if no improvement is achieved in the subsequent month then a 10% deduction will be applied to the monthly fixed cost to the relevant building.
- 2.8 Where a KPI is scored against the Performance Index of 1, 2 or 3 and the Contractor's performance is deemed as a 1, a Service Deduction of 5% deduction will be applied to the monthly fixed cost. However if no improvement is achieved in the subsequent month then a 10% deduction will be applied to the monthly fixed cost for the building.
- 2.9 Service Deductions will be applied per KPI. Examples of how service deductions could be applied are given as follows:
- If the Contractor fails¹ one KPI within a building, a 5% deduction will be applied to the monthly fixed cost. If performance on the same KPI does not improve in the following month, a 10% deduction will be applied to the monthly fixed cost. If poor performance on this KPI continues into a third successive month, a 15% deduction will be applied to the monthly fixed cost. The deduction will remain at 15% of the monthly fixed cost until performance returns to acceptable standards on this KPI².

¹ For the purposes of the examples in this section, a 'Fail' also equates to an assessment score of 1 on the Performance Index, depending on the KPI.

² In scoring terms, either 'Pass', or assessment of 3 on the Performance Index.

- If the Contractor fails two separate KPIs within a building in the same month of the contract, a 10% deduction will be applied to the monthly fixed cost (2 x 5% for two KPI failures). If the Contractor fails the same two KPIs in the subsequent month a 20% deduction will be applied to the monthly fixed cost. If poor performance on these KPIs continues into a third successive month, a 30% deduction will be applied to the monthly fixed cost. The deduction will remain at 30% of the monthly fixed cost until performance returns to acceptable standards on both KPIs.
- If the Contractor fails more than two KPIs in a single month, 20% of the monthly fixed costs for the building will be deducted. (This will apply even in the event of no deductions having been applied in the previous month.) If the Contractor fails the same KPIs in the subsequent month, a 30% deduction will be applied to the monthly fixed cost. The deduction will remain at 30% of the monthly fixed cost in subsequent months until performance returns to acceptable standards on all KPIs.
- Cumulative performance-related KPI deductions will be capped at a maximum value of 30% of the monthly fixed costs for a building. This will continue to be applied until performance returns to acceptable standards on all KPIs (in scoring terms, either 'Pass' or 3 on the Performance Index). Should performance return to acceptable standards on a partial basis, the deduction will fall to 15% of the monthly fixed cost. This figure may then rise again as per the parameters outlined above, or deductions will cease completely once performance has returned to acceptable standards on all KPIs.

The above examples are intended as illustrative rather than exhaustive, and other combinations of KPI-related deductions are possible. However, prolonged performance deficiencies will result in the application of the Protocol for Managing Supplier Poor Performance which forms part of the Sourcing Toolkit:

<https://www.finance-ni.gov.uk/publications/sourcing-and-construction-toolkits-0>

- 2.10 The Contractor will be required to resolve immediately all service failures with Health and Safety implications. All Service failures must be reported to the Client on an incident report form which includes details of the incident, rationale for failure and corrective action taken to ensure compliance with the Specification schedule.
- 2.11 If a Contractor fails to meet KPIs within a building for 2 consecutive months, the Contractor shall escalate to their senior managers to ensure corrective action is taken to the satisfaction of the Client. If the Contractor fails to meet a KPI within the building for 3 consecutive months, the issue shall be escalated to the Client Representative to seek advice from CPD on what action should be taken. Service deductions will be applied as per point 2.9 above.
- 2.12 Service Deductions will only be applied to the Contractor's Performance and not to failures outside of their control.
- 2.13 The Contractor shall achieve an expected performance level. Where KPI scores show a level of service below the required performance level for the Contract, the Contractor shall perform the remedial actions necessary to bring the services to the required performance level. Where the KPI scores are below the required performance level, the Client shall detail that item(s) on the Monthly Contract Monitoring sheet and agree with the Contractor the remedial action(s) to be taken. If the Contractor is awarded figures indicating that the performance level of service is below the required level for the Contract in either of the next two subsequent months for the same service(s), this shall be deemed a Default by the Contractor.
- 2.14 Monthly / Quarterly Review Meeting (or earlier by the Request of the Client)**

Monthly / Quarterly review meetings will be held between Clients' Departmental Representative and the Contractor. It is anticipated that these meetings shall be held at least quarterly, however they may be requested at more regular intervals in the event of poor performance. The meeting will review the

performance across the previous relevant period and will look at the management information for this period. The meetings will also be used to investigate the potential for savings or to improve efficiency or performance. The Contractor should note that the contract will be managed by Clients and shall be required to implement contract management review meetings as requested by the individual Clients.

2.15 Prior to the review meetings, the Contractor must provide written management information reports to the Client's Departmental Representative of all the building Monthly Contract Monitoring sheets detailing their KPI scores 5 working days prior to the meeting date.

2.16 The Contractor shall provide Service Reports at its own cost 5 working days prior to the scheduled meeting to support and inform the review meeting between the Contractor and Client's Departmental Representative and the Clients Building Representative. Each Service Report shall detail the following:

- Delivery of services supplied and performance in the previous six month period;
- Contract variation requests;
- Details and status of all complaints;
- Forthcoming changes in legislation;
- Health, Safety and environmental breaches and recordable accidents, incidents and near misses relating to the utilisation of all premises;
- Training carried out with Contractor Staff;
- Service Deductions made; and
- Service delivery proposals and contractual issues if any changes have occurred.

2.17 From time to time the Contractor will be required to produce data relating to contract delivery and will provide this as requested by the Client's Departmental Representative or by CPD.

2.18 The Contractor shall provide an annual assurance statement to the Client's Departmental Representative that all staff who have worked on the contract during the previous 12 months have:

- Completed annual data protection training;
- Completed risk assessments carried out by appropriately trained staff;
- Adhered to all appropriate legislative requirements (SIA licensing requirements, Health and Safety etc.); and
- Maintained appropriate security vetting requirements for the Premises which they have worked in.

2.19 Six monthly Contract review with the Contract Manager of CPD

CPD will monitor the contract on a six monthly basis to review the performance across the previous period. The Contractor shall provide Service Reports to CPD at its own cost to support and inform regular reviews between the Contractor and Building Representative. Each Service Report shall detail the following:-

- Update on the delivery of services including summary of report on the delivery of KPI performance for each Client;
- Training carried out with Contractor Staff;
- Update on security clearance for contract staff;
- Service Deductions made;
- Copies of credit notes issued during the contract period;
- Service delivery proposals and contractual issues if any changes have occurred: and
- details and status of all complaints;
- forthcoming changes in legislation;
- Health, Safety and environmental breaches and recordable accidents, incidents and near misses relating to the utilisation of all premises;
- training carried out with Contractor Staff to ensure compliance with specification and adversity / Data Protection training

- verification of consumables in line with the Buying Government Standards;
- service delivery proposals and contractual issues if any changes have occurred (variation to contract); and
- An update on Sustainable aspects of the contract will also be required on a six monthly basis and should be forwarded with the management information requested above.

2.20 The review will also be used to investigate the potential for savings or to improve efficiency or performance.

2.21 The Contractor shall provide an update on sustainable aspects of this contract including the social sustainable returns which should be used to report on the Buy Social obligations.

3 Escalation Procedures

3.1 In the event that complaints cannot be resolved between the Building Representative and the Contractor, the Building Representative will escalate this to their Client Representative to resolve. The Contractor shall meet the Client's Representative and provide a report on the complaint and provide a detailed plan on the appropriate action required to resolve issues to ensure compliance with the Specification schedule. If the issue remains unresolved the Client's Departmental Representative shall contact CPD who will review the complaint and advise how the matter is progressed.

Key Performance Indicators (KPI)

No	Area	KPI	Measurement	Score
1.	Security Industry Authority (SIA) Licensing	All contractor staff, including front line and non-front line to have the appropriate SIA licence(s). Contractor front line staff must display the licence at all times. Any member of the Contractor's staff that is subject to a Licence Dispensation Notice (LDN) and does not hold a licence at that time will not be in breach of this KPI. LDNs will be checked to verify the above.	Monthly Performance Report from Contractor and Local Clients Representative	Pass / Fail
2.	Security Clearance	All Contract staff to have the correct level of security clearance for the Premises they work in.	Monthly Performance Report from Contractor and Client's Representative. Client's Representative to check contractor vetting database to ensure Contractor staff are cleared.	Pass / Fail
3.	Deployment of Staff	All premises must be opened at the times specified , contract staff on duty at required time and in post for duration of shift, all building opening / closing checks completed and contingency plans to be in place for backfilling of staff. The above should be conducted in	Monthly Performance Report from Contractor and Client's Representative.	Pass / Fail

		line with the Building Specification Forms and Premises Assignment Instructions.	<p>The contractor must complete a daily signing in / out log which will be auditable by Client Representative and must be made available immediately on request.</p> <p>Ad hoc inspection that contract staff are in designated posts as per premises assignment instructions by Client's Representative.</p>	
4.	Adherence to Policies	All contractor staff must follow NICS / Client Policies, e.g. no smoking policy, Health & Safety and Dress code as detailed in the Premises Assignment Instructions.	Monthly Performance Report from Contractor and Client's Representative	Pass / Fail
5.	Unauthorised Access	During operational hours the Contractor must ensure that there are no incidents of unauthorised access to non-public areas of the Premises and the Contractor must deliver written incident reports in the agreed format within the agreed timeframe as detailed in the Premises Assignment Instructions.	Monthly Performance Report from Contractor and Client's Representative	Pass / Fail

6.	Unacceptable Customer Behaviour	Incidents of Unacceptable Customer behaviour are managed in line with Client's policy and Contractor must deliver written incident reports in the agreed format within the agreed timeframe. Policy will be detailed in the Premises Assignment Instructions.	Monthly Performance Report from Contractor and Client's Representative	Pass / Fail
7.	Offensive Weapons	No incidents of offensive weapons brought onto Premises in line with the Client's policies and procedures and the Contractor must deliver written incident reports in the agreed format within the agreed timeframe. Policy / procedures will be detailed in the Premises Assignment Instructions.	Monthly Performance Report from Contractor and Client's Representative	Pass / Fail
8.	Patrolling	Patrolling and patrol recording requirements carried out in line with the Premises Assignment Instructions.	Monthly Performance Report from Contractor and Local Clients Representative	Scored 1,2 or 3
9.	Call Outs and Alarms	Agreed alarm and call out procedures must be complied with in line with the agreed response time. Procedures will be detailed in the Premises Assignment Instructions.	Monthly Performance Report and incident reporting to the Departmental Representative and Local Client Representatives. Out of hours alarm activations to be responded to and operatives to be on the Premises within	Scored 1,2 or 3

			20 minutes in line with PSNI guidance.	
10.	CCTV Monitoring	All CCTV viewing and download requests are managed in line with the Client's CCTV policy, procedures, timelines and SIA Certification. Policy / procedures will be detailed in the Premises Assignment Instructions.	Monthly Performance Report and incident reporting to the Departmental Representative and Local Client Representatives.	Scored 1,2 or 3
11.	Ancillary Services	Contractor staff to carry out ancillary role as per the Premises Assignment Instructions, e.g. post, portorage etc.	Monthly Performance Report from Contractor and Local Clients Representative	Scored 1,2 or 3
12.	Communication	Contractor to respond to client queries within 5 working days for non-urgent and 1 working day for urgent queries. Client will establish and communicate if the query is urgent.	Monthly Performance Report from Contractor and Local Clients Representative	Scored 1,2 or 3
13.	Reporting	The Contractor must deliver written incident reports in the agreed format and within the agreed timeframe to include the types and frequencies of incidents as detailed in the Premises assignment instructions.	Monthly Performance Report from Contractor to Clients Representative.	Scored 1,2 or 3

			Incident reporting monitored by Client Representative.	
14.	Flag Flying	The contractor must fly the Union Flag on all Premises that have flag poles as per dates provided in the following website https://www.gov.uk/guidance/designated-days-for-union-flag-flying . The details are also contained in the Premises Assignment Instructions.	Monthly Performance Report from Contractor to Clients Representative	Pass / Fail
15.	Lone Worker and Gas Monitoring	All activations dealt with and appropriate action taken as per procedures. Procedures will be detailed in the Premises Assignment Instructions.	Monthly Performance Report showing that all activations of the trigger alarm by the Lone Worker were monitored and appropriate action taken to resolve any difficulty the Lone Worker finds himself / herself in. In cases of false activation the Management Centre acknowledges this and records accordingly.	Pass / Fail
16.	Invoicing	Invoices submitted within agreed timeframe, is accurate and fully supported with agreed paperwork.	Monthly Performance Report from Contractor and Local	Pass / Fail

			Clients Representative	
17.	CPI-Trained Staff ³	Security guarding staff must have safety intervention training to CPI Safety Intervention Advanced & Emergency level for the hospital sites indicated on the HSCNI Specification.	Monthly Performance Report from Contractor and Local Clients Representative	Pass / Fail

³ This is an HSCNI-specific KPI, not applicable for other user organisations.

SCHEDULE 4 - SOCIAL CONSIDERATIONS SCHEDULE

Background

In accordance with the Procurement Policy Note (PPN) 01/21 (Scoring Social Value Policy) - <https://www.finance-ni.gov.uk/publications/ppn-0121-scoring-social-value> - the successful Tenderer will be required to deliver measurable social value outcomes.

In support of the PPN 01/21, and in light of the subject matter of the contract, the Contracting Authority has selected the following as the most relevant social value themes to include in this contract:

Theme 1 – Increasing secure employment and skills

Theme 4 – Promoting wellbeing

Theme 1 – Increasing secure employment and skills – aims to create employment and training opportunities, contribute to in-work progression and skills development, create opportunities for entrepreneurs and support economic growth.

The New Decade, New Approach Deal emphasised the importance of access to good jobs, where workers have a voice that provides a level of autonomy, a decent income, security of tenure, satisfying work in the right quantities and decent working conditions. Creating good jobs and protecting workers' rights impacts upon better health and wellbeing by tackling inequalities, building self-efficacy and combating poverty and also helps employers to attract and retain the talent they need to grow and thrive.

Theme 4 – Promoting wellbeing – aims to improve the health and wellbeing of the contract workforce, tackle employment inequality, contribute to in-work progression and skills development, and improve community integration.

The Public Health Agency (PHA)⁴ recognises that using the workplace as a setting to promote and support health and wellbeing makes good business sense and has many

⁴ The Public Health Agency has developed a resource guide to support employers and employees to access information on improving health and wellbeing at work which can be accessed here - <https://www.publichealth.hscni.net/publications/health-and-wellbeing-work-resource-guide>

benefits for both employers and employees which is especially important as workplaces emerge from the COVID-19 pandemic. According to the World Health Organisation, the definition of a healthy workforce is: ‘... one in which workers and managers collaborate to use a continual improvement process to protect and promote the health, safety and wellbeing of all workers and the sustainability of the workplace’.⁵

To help achieve these objectives and address the strategic aims, it is required that the successful Contractor will deliver measurable social value outcomes linked to the Social Value Indicators as set out in the Invitation to Tender.

1.0 Paid Employment Opportunities

To maximise paid employment opportunities for people who face barriers to employment, a minimum of 40% of new personnel engaged on the contract (be it through the contractor or a sub-contractor) must satisfy one of the following descriptions:

- a person who is in education or has left education in the last 12 months and is seeking employment; or
- people who are long-term unemployed⁶
- people who have a disability and are seeking employment
- people who are located in deprived areas and are seeking employment
- people who are underrepresented in the contract's workforce and are seeking employment
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion.

Each employment opportunity can be counted towards the Social Value requirements for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

⁵ <https://www.who.int/publications/i/item/9789241599313>

⁶ a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment.

1.1 Support and Training

Each beneficiary must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform;
- asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills; and
- supported in undertaking training e.g. through flexible working arrangements, where practicable.

The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

2.0 Skills Development and Educational Attainment

The Contractor will deliver In-work Progression and Skills Development initiatives to promote and support educational attainment in the contract's workforce, particularly for those employees who are underrepresented in the contract's workforce, including the groups set out at clause 1.0. These initiatives should be above and beyond the legal and mandatory requirements of the contract.

3.0 Equality, Diversity and Inclusion

The Contractor will deliver initiatives to continuously improve equality, diversity and inclusion on this Contract, particularly for people who are underrepresented in the contract's workforce, including the groups set out at clause 1.0. These initiatives should be above and beyond the legal and mandatory requirements of the contract.

4.0 Positive Action to maximise employment opportunities

All employment vacancies on the contract are to be notified by the Contractor to (www.jobapplyni.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/contractors/find-a-broker/) and/or other agencies named by or agreed with the Authority for this purpose. Sufficient time must

be allowed for information on vacancies to be made available and applications submitted.

5.0 Security clearance

The Contractor shall obtain security clearance for all persons visiting the workplace in relation to employment, work experience or site visits to the same standard as all other personnel involved in the contract in accordance with the Contract Information.

6.0 Health and Safety

It is the responsibility of the Contractor to ensure that persons recruited or otherwise visiting the worksite in relation to the social consideration requirements has or is supported to obtain the necessary health and safety accreditation or other appropriate measures and appropriate personal protective equipment if necessary.

7.0 Data Protection

Where the Contractor has selected to provide paid employment opportunities for people who face barriers to employment the following Data Protection arrangements will apply:

- A Data Protection Consent Form (as provided) must be completed by each person in the Contractor's Social Value Monitoring Report and therefore counted towards the Social Value target for the contract. Consent shall be provided on a voluntary basis and can be withdrawn at any time (as noted within the Data Protection Consent Form). Completed Consent Forms must be sent to the Strategic Investment Board. Notwithstanding the above, the Contractor shall ensure it satisfies itself in respect of its obligations under the Data Protection Act 2018 (as may be amended from time to time) and the General Data Protection Regulation (UK GDPR).
- The Contractor, at contract award, shall enter into a Data Processing Agreement with the Strategic Investment Board. This is to enable the sharing of personal information (provided in the Social Value Monitoring Report) for the purposes of checking and verification.
- The Contractor must only engage a Sub-processor, in relation to the Social Value requirements, with the prior consent of the Strategic Investment Board and must enter into a Data Processing Agreement with any Sub-processor with whom the information in the Contractor's Social Value Monitoring Report is shared.

8.0 The Authority's Support Activities

Organisations delivering employability, education and skills training are listed on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) established for the purpose of helping Suppliers identify social value beneficiaries. However, this action does not comprise or imply any promise on the part of the Authority or their agents to provide suitable services. Responsibility for sourcing social value beneficiaries remains with the Contractor.

Any action taken by the Authority or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

9.0 Costs

The Contractor shall deliver the social value requirements within their tender sum (omitting any grants or other public funding that will be obtained to offset the costs of delivering the social value requirements).

10.0 Sub-contractors

It is the Contractor's responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve the Authority's social value requirements.

11.0 Monitoring Information

The Contractor shall provide a completed Social Value Monitoring Report monthly. The Authority retains the right to request interim reports.

This Report will include, subject to Data Protection:

- the number of people recruited during the period to the contract workforce and the percentage of these that meet the descriptions set out in clause 1.0;
- a listing of all of the new employees that meet the descriptions set out in clause 1.0, including which group they belong to (as set out in clause 1.0.), and the

number of weeks they have delivered in the period reported on and the period since their employment.

In addition, this Report will include, subject to the initiatives set out for delivery by the Contractor at tender stage and Data Protection:

- Number of hours of equality, diversity and inclusion initiatives delivered to the contract workforce;
- Number of hours of training/support delivered to the contract workforce to support in-work progression and skills development.

The Contractor shall provide all information necessary, including obtaining it from subcontractors and agencies, and cooperate with the Authority's Project Manager to review progress on delivering the overall social consideration requirement.

The Contractor should not record any activities on the Social Value Monitoring Reports to the extent that they are delivered (wholly or in part) for a purpose other than satisfying the requirements specified in this Schedule.

Human Rights Protections and Modern Slavery Preventions

Tenderers are referred to Procurement Policy Note PPN 05/21 - Human Rights in Public Procurement:

<https://www.finance-ni.gov.uk/publications/ppn-0521-human-rights-public-procurement>

The Northern Ireland Civil Service require contractors to ensure that workers in public sector supply chains are employed ethically and in compliance with both the letter and spirit of UK, EU, and international laws; to eliminate modern slavery and support ethical employment practices.

NICS therefore require the Contractor to demonstrate what measures they have in place, or will put in place, to mitigate against any unethical employment and modern

slavery risk in their own organisation and throughout their supply chains. This must include Contractor compliance with the health and safety of workers, pay and conditions, and having mechanisms in place to identify, prevent or mitigate human rights risks, and remediate any adverse impact within the supply chain.

NICS requires the Contractor to develop and maintain a human rights and modern slavery policy. Within 30 days of Award, the Contractor must provide a copy of their human rights and modern slavery policy, and the processes they have in place which demonstrates that their activities respect human rights standards within their supply chain. The Contractor will be required to complete an annual human rights statement.

Real Living Wage

The Northern Ireland Civil Service is committed to the Living Wage Foundation's Real Living Wage in new contracts from June 2022. Tenderers are referred to Procurement Policy Note PPN 01/21 – 'Scoring Social Value' (linked above), particularly point 3.5 (page 7):

"New Decade New Approach (NDNA) commits the Executive to becoming a Living Wage Employer. The Living Wage is an estimate of the hourly wage that would provide a full-time worker with a reasonable standard of living calculated by the Living Wage Foundation. In line with NDNA, the payment of the Living Wage must be included as a condition of contract for all tenders from June 2022."

It is therefore a condition of contract that the appointed Contractor must ensure that all staff involved in delivery of this contract are paid at least the Real Living Wage.

Fair Work Practices

On 5 July 2021 the Northern Ireland Executive approved a revised policy on Scoring Social Value. The policy is set out in [Procurement Policy Note 01/21 - Scoring Social Value](#). This new policy requires, from the 1 September 2021, the following requirements to be incorporated into all government contracts:

- compliance with relevant employment, equality and health and safety law and human rights standards;
- adherence to relevant collective agreements; and
- adoption of fair work practices for all workers engaged in the delivery of the contract.

There is a growing body of evidence about the importance of fair work practices and its impact on employees, employers and economic performance. Fair work plays a key role in supporting the positive behaviours and attitudes of employees that can lead to improved business performance, innovation and productivity, and can lead to better quality jobs.

Fair work practices should be respected by Suppliers that deliver public contracts, including sub-contractors. Suppliers should be able to demonstrate that they are good employers who have policies that adopt fair work practices for all workers engaged on delivering the contract.

The Executive is committed to the delivery of high-quality public services and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, and has access to appropriate opportunities for training and skills development.

In order to ensure the highest standards of service quality in this contract we expect Suppliers to take a similarly positive approach to fair work practices.

SCHEDULE 5 - SECURITY SCHEDULE

Contractor Personnel Security Vetting

i) Criminal Record Check - Basic Check

The Northern Ireland Executive is committed to keeping vulnerable groups, including children and vulnerable adults, safe through focused and effective safeguarding where employers, voluntary organisations and government work alongside each other. For organisations working with vulnerable groups, one important aspect of safeguarding is the Criminal Record Check.

AccessNI is a criminal history disclosure service established by a joint programme between the Northern Ireland Office, the then Department of Health, Social Services and Public Safety, the Department of Education and the Police Service of Northern Ireland. AccessNI is now part of the Department of Justice and operates under the provisions of Part V of the Police Act 1997.

The Contractor shall ensure that any personnel (whether employed by them directly or by a Sub-Contractor) who are engaged in regulated activity⁷ with children or vulnerable adults, as defined by the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007, (e.g. who will have regular, direct and/or close contact with children or vulnerable adults) have had a Criminal Record Check to the minimum requirement of Criminal Record Check – Basic Check through AccessNI. Information on AccessNI, including on costs and turnaround times for Criminal Record Check applications, can be found at: <https://www.nidirect.gov.uk/campaigns/accessni-criminal-record-checks>

Only bodies registered with AccessNI are authorised to send Basic Check applications to AccessNI. The Contractor may seek to register with AccessNI and pay the appropriate registration fee (<https://www.nidirect.gov.uk/articles/accessni-registered-bodies>). A further fee will be payable to Access NI for each Criminal Record Check applied for. Alternatively, the Contractor can use the services of an Umbrella Body already registered with AccessNI. A list of Umbrella Bodies can be found on the

⁷ <https://www.nidirect.gov.uk/articles/regulated-activity-vulnerable-groups>

AccessNI website at <https://www.nidirect.gov.uk/articles/accessni-umbrella-bodies> . Umbrella Bodies may charge an administration fee for their service in addition to the AccessNI fee for each Criminal Record Check applied for.

In order to obtain the Criminal Record Check – Basic Check for each individual, the Contractor shall:

- register with AccessNI at <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications/apply-to-become-a-registered-body.htm> and pay the appropriate registration fee, or contact a registered Umbrella Body who will manage the application process; and
- direct each relevant individual to complete an e-application for a Criminal Record Check – Enhanced Check as instructed on the website and make the appropriate payment for each individual. The AccessNI applications page and guidance can be accessed at: <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications.htm>.

All costs associated with this Criminal Record Check activity must be included for in the tendered price. It is the Contractor's responsibility to ensure that a valid Check has been obtained for each of the relevant personnel and that there is a suitable policy/procedure in place to ensure the validity of the information obtained through the Check over the period of the Contract by permitting the updating of the relevant information for individuals as necessary. Contractors must also ensure that appropriate evidence is retained for monitoring and inspection purposes, with due regard to AccessNI's Code of Practice for Registered Persons and other recipients of Disclosure information. This can be accessed at:

<https://www.nidirect.gov.uk/sites/default/files/publications/accessni-code-of-practice.pdf>.

ii) National Security Vetting – Counter Terrorist Check

The contractor must ensure that only personnel that have been security cleared to Counter Terrorist Check (CTC) level carry out work on this contract. In order to obtain the requisite clearances the contractor shall provide the names, roles and email addresses of CTC applicants to NICS HR at resourcingchr@finance-ni.gov.uk to initiate the respective CTC application processes.

On receipt of this information NICS HR shall provide each applicant with a link to their respective CTC vetting account to enable them to complete and submit their applications online to United Kingdom Security Vetting (UKSV).

Once the vetting process is complete and NICS HR receive a recommendation from UKSV, each applicant will be informed by email of the outcome of their application. NICS HR shall advise the contractor of those individuals who have been granted CTC clearances and who may therefore be involved in work associated with the contract. Individuals not granted CTC clearances must not attempt to gain access to any site, or undertake any work associated with this contract. CTC clearances will remain valid for a period of three years and, where necessary, may be eligible for a two year extension. It is the contractor's responsibility to ensure that accurate records are kept and that valid clearances are maintained for the duration of the contract.

SCHEDULE 6 – Participating Departments and Agencies / Bodies

Lot 1	
Department of Agriculture, Environment and Rural Affairs - Agri-Food and Biosciences Institute - Northern Ireland Environment Agency - College of Agriculture, Food and Rural Enterprise - Forest Service	DAERA
Department of Finance - Northern Ireland Statistics and Research Agency - Land & Property Services	DoF
Department of Health	DoH
The Executive Office - North South Ministerial Council Joint Secretariat - Northern Ireland Judicial Appointments Commission - Maze/Long Kesh Development Corporation	TEO
Northern Ireland Assembly	NIA
Department of Justice - Northern Ireland Policing Board - Police Ombudsman for Northern Ireland - Probation Board for Northern Ireland - Northern Ireland Prison Service - Forensic Science Northern Ireland	DoJ
Electoral Office Northern Ireland	EONI
Public Prosecution Service	PPS
Health & Social Care Sector - Business Services Organisation - Northern Ireland Medical and Dental Training Agency - Strategic Planning and Performance Group - Children’s Court Guardian Agency - Northern Ireland Fire & Rescue Service - Northern Health and Social Care Trust - South Eastern Health & Social Care Trust	HSCNI

<ul style="list-style-type: none"> - Belfast Health & Social Care Trust - Southern Health & Social Care Trust - Western Health & Social Care Trust - Northern Ireland Ambulance Service 	
Lot 2	
Department of Education	DE
Department for the Economy <ul style="list-style-type: none"> - Invest NI - Tourism Northern Ireland - Health and Safety Executive for Northern Ireland - Construction Industry Training Board Northern Ireland - Belfast Metropolitan College - Southern Regional College - South West College - Industrial Tribunals and the Fair Employment Tribunal NI 	DfE
Department for Infrastructure <ul style="list-style-type: none"> - Driver and Vehicle Agency - DfI Roads - DfI Rivers 	DfI
Northern Ireland Audit Office	NIAO
Lot 3	
Department for Communities <ul style="list-style-type: none"> - National Museums Northern Ireland - Northern Ireland Local Government Officers' Superannuation Committee - Libraries Northern Ireland - Arts Council of Northern Ireland - Armagh Observatory and Planetarium - Sport NI 	DFC