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Service

RM6168: Estate Management Services Order Form

Order Form Template

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168: Estate Management Services as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

Part 1: Buyer and Supplier to complete

Buyer Name	Valuation Office Agency, on behalf of the Commissioners of HMRC
Buyer Contact	REDACTED
Buyer Address	8th Floor, 10 South Colonnade, Canary Wharf, London E14 4PU
Invoice Address (if different)	REDACTED
Buyer's Authorised Representative	REDACTED
Buyer's Data Protection Officer	REDACTED
Buyer's Environmental Policy	None in addition to framework requirements
Buyer's Security Policy	None in addition to framework requirements
Security Representative of the Buyer	Initial query to above relevant contact

Supplier Name	Graham + Sibbald
Supplier Contact	REDACTED
Supplier Address	233 St Vincent Street, Glasgow G2 5QY
Registration Number:	N/A
DUNS Number	
SID4GOV ID	N/A
Payment Method	Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy). Invoices should be provided for each milestone within one month of agreement of deliverables and sent to REDACTED copying in contract manager email address (including the purchase order provided). Payments will be made into the bank account provided by the supplier.
Supplier's Authorised Representative	REDACTED

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Supplier's Contract Manager	REDACTED
Supplier's Data Protection Officer	REDACTED
Security Representative of the Supplier	REDACTED
Commercially Sensitive Information	None

Framework Ref	RM6168			
Call-Off Lot	2			
Estate Management Services	Lot 2: Estate (Property) Management			
Call-Off (Order) Ref	VOA/2023/001			
Call-Off (Order) Date	16/02/2023			
Call-Off Charges	Black Cat Services including Travelodge			
	Job role	Day rate	No of Days	Total cost
	Professionally qualified Partner/Director (with at least 10 years post-qualification experience)	REDACTED	REDACTED	REDACTED
	Chartered Surveyor or Chartered Arbitrator (with at least 10 years post qualification experience in relevant field - PETROLEUM)	REDACTED	REDACTED	REDACTED
	Professionally qualified Senior Surveyor (with at least 3 years post-qualification experience)	REDACTED	REDACTED	REDACTED
	Chartered Surveyor or Chartered Arbitrator (with at least 10 years post qualification experience in relevant field - RETAIL)	REDACTED	REDACTED	REDACTED
	Total			£ 10,125.00

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	Shell Filling Station St Neots Road, Papworth Everard, CB3 8PD			
	Job role	Day rate	No of Days	Total cost
	Professionally qualified Partner/Director (with at least 10 years post-qualification experience)	REDACTED	REDACTED	REDACTED
	Chartered Surveyor or Chartered Arbitrator (with at least 10 years post qualification experience in relevant field - PETROLEUM)	REDACTED	REDACTED	REDACTED
	Professionally qualified Senior Surveyor (with at least 3 years post-qualification experience)	REDACTED	REDACTED	REDACTED
			Total	£ 6,000.00
	Any additional work commissioned will be using the agreed rates. The number of days will be determined by the supplier and agreed by both parties using the Variation Form in Joint Schedule 2 to amend this Call-off Order Form as per Clause 24 of RM6168 Core Terms.			
Call-Off Start Date	02/03/2023			
Call-Off Expiry Date	06/04/2023			
Extension Period	The Buyer retains the right to an extension period of up to 8 weeks			
Maximum Liability	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £16,125.00</p>			

Progress Report Frequency	Supplier to share progress reports by email to Buyer's Authorised Representative on a weekly basis. Short follow-upcalls may be required to discuss points raised in the email.
Progress Meeting Frequency	Initial contract management meeting to take place within 1 week from the Order Start Date, where the Frequency of follow up meetings required will be agreed by both parties. This is separate to the kick-off meeting to take place in week one (1) of Order Start Date.

CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading "Call-Off Incorporated Terms" are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

DELIVERABLES

The requirement
As set out in Buyer's ITT issued 25/01/2023 and Supplier's proposal dated 02/02/2023 REDACTED and Tender Q&A log included below: REDACTED

PERFORMANCE OF THE DELIVERABLES

Key Staff
REDACTED
Key Subcontractors
N/A

CALL-OFF SPECIAL TERMS

Call-Off Special Term 1

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None

Call-Off Special Term 2

None

Call-Off Special Term 3

None

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Part 2 – Other Applicable Terms

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6168**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for RM6168

- Joint Schedules for **RM6168**
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)

Call-Off Schedules for RM6168

- Order Form- Template-Short-Form
- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call Off tender (V3.1))
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.10)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

REIMBURSABLE EXPENSES

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

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Not applicable

SOCIAL VALUE COMMITMENT
Not applicable if not needed

1. Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Buyer shall not pass any Personal Data to Supplier in connection with this Agreement. Supplier will not be able to handle or process Personal Data or without additional agreement and Variations to this Call-Off agreement.</p>
Duration of the Processing	The duration of this Call-off contract.
Nature and purposes of the Processing	<p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>

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	<p>To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day to day management of their individual Call-Off Contracts.</p> <p>Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities.</p>
Type of Personal Data	<p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none">• Full name• Job title• Organisation name• Business/workplace address• Business/workplace email address• Business/workplace telephone/mobile number(s)• Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises)• Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number)• Registered company details including registered company name, address and company registration number (CRN)• Bank account details for activities related to the Management Charge• Management Information
Categories of Data Subject	<p>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</p>
Plan for return and destruction of the data once the Processing is complete	<p>Data will be retained for 6 months after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</p> <p>In accordance with the Core Terms, all The Buyer's data including any copies held by the Supplier must be securely erased once the</p>

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UNLESS requirement under Union or Member State law to preserve that type of data	<p>Processing is complete, unless the Supplier is required by law to retain it.</p> <p>In accordance with the Core Terms, all Storage Media that has held The Buyer's data must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice.</p>
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Call-Off Schedule 4 (Call Off Tender)

REDACTED

Supplier's Proposal dated 02/02/2023

Call-Off Schedule 5 (Pricing Details)

REDACTED

Call-Off Schedule 9 (Security)

Part A (Short Form Security Requirements)

Part A: Short Form Security Requirements

1. Definitions

- 1.1** In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	1 - the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential
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	<p>Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>2 - in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3 - the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1** The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2** The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3** Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4** If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the

Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract