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# **RM6168: Estate Management Services Order Form Template**

## **Guidance:**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract from as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

You can complete and execute a Call-Off Contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

You must complete Part 1 of the Order Form Template to provide the information needed to populate a Call-Off Contract. Part 2 of the Order Form Template incorporates documents into the Call-Off Contract to create a complete set of terms. Part 2 also makes choices for some elections which are required to create a complete set of terms in a way that CCS expects to be most appropriate for Call-Off Contracts created using this Order Form.

If you want to add or amend any aspect of any of the terms or elections incorporated into the Call-Off Contract by Part 2 of this Order Form, you must use the box below marked "Call-Off Special Terms". Call-Off Special Terms rank ahead of the incorporated terms and elections.

You must complete Annex 1 - Processing Personal Data as part of completing the Order Form.

## **Order Form Template**

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168:

### **Part 1: Buyer and Supplier to complete**

<b>Buyer Name</b>	UK Health Security Agency (UKHSA)
<b>Buyer Contact</b>	██████████ - Senior Commercial Manager
<b>Buyer Address</b>	UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR
<b>Invoice Address (if different)</b>	UK Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG
<b>Buyer's Authorised Representative</b>	██████████ – Senior Commercial Manager

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<b>Buyer's Data Protection Officer</b>	N/A
<b>Buyer's Environmental Policy</b>	N/A
<b>Buyer's Security Policy</b>	N/A
<b>Security Representative of the Buyer</b>	N/A

<b>Supplier Name</b>	Avison Young (UK) Limited
<b>Supplier Contact</b>	██████████ (AY CCS FW Manager) ██████████ (Contract deliverables)
<b>Supplier Address</b>	3 Brindley Place, Birmingham, B1 2JB
<b>Registration Number:</b>	06382509
<b>DUNS Number</b>	21-015-8990
<b>SID4GOV ID</b>	21-015-8990
<b>Payment Method</b>	BACS
<b>Supplier's Authorised Representative</b>	██████████
<b>Supplier's Contract Manager</b>	██████████
<b>Supplier's Data Protection Officer</b>	██████████
<b>Security Representative of the Supplier</b>	██████████
<b>Commercially Sensitive Information</b>	Commercial pricing

<b>Framework Ref</b>	RM6168
<b>Call-Off Lot</b>	Lot 1:
<b>Estate Management Services</b>	Total Estate Management
<b>Call-Off (Order) Ref</b>	C191168
<b>Call-Off (Order) Date</b>	12/07/23
<b>Call-Off Charges</b>	Initial Term Value of Contract ██████████ <ul style="list-style-type: none"> <li>• Phase 2: ██████████ Capped Charges</li> <li>• Phase 3: ██████████ Fee (optional on ██████████ Decision to proceed)</li> <li>• Total capped value at ██████████</li> </ul>

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	<p>Charges payable based upon day rates as per Call-Off Schedule 5 (Pricing Details), and only payable with the provision of acceptable supporting information allow for the [REDACTED] to assess progress against the objectives of Services.</p> <p>[REDACTED]</p> <ul style="list-style-type: none"><li>• Total capped value at [REDACTED]</li></ul> <p><b>Overall Total Contract Value: £190,500</b></p> <p>Charges payable on provision of the current state [REDACTED] reports, which have been signed off by the [REDACTED] business representative.</p>
<b>Call-Off Start Date</b>	12/07/23
<b>Call-Off Expiry Date</b>	The day falling eight months after the Call-Off Start Date. – date of the month from contract signature of the February 2024.
<b>Extension Period</b>	Initial extension of six months - date of the month from contract signature of the September 2024, with extension options of 6 + 6 months
<b>Maximum Liability</b>	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms; [REDACTED] of the Estimated Yearly Charges</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £190,500</p>
<b>Progress Report Frequency</b>	Weekly, in accordance with the “Contract Management of the Contract” stated within “The requirement”

### 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 [REDACTED] at the time of Delivery.

## DELIVERABLES

### The requirement

The Supplier shall carry out the Services in accordance with the scope, processes, procedures, practices, and standards, as outlined within the RM6168 – Framework Schedule -1-Specification-v2.

 **Services:**

#### **Objectives:**

- 
- 
- 
- 

#### **Services:**

#### **Stage 2 Activities:**

- 
- 
- 
-

[Redacted]

- [Redacted]
- [Redacted]

**Marketing Expenses/Disbursements**

[Redacted]

**Timescales**

[Redacted]

[Redacted]

**Objectives:**

- [Redacted]
- [Redacted]
- [Redacted]

**Services:**

[Redacted]

2.

[Redacted]

[REDACTED]

[REDACTED] The supplier is not to undertake any additional services unless formally agreed in a signed variation.

**Contract Management of the Contract:**

The Supplier shall provide a programme of their activities which shall be agreed by the [REDACTED]. The programme will be subject to change through the delivery of the Services. The Supplier is required to update the programme within 3 working days from written approval by the [REDACTED] business representative, of any proposed changes.

The [REDACTED] and Supplier will hold weekly update meeting(s) on progress. These meetings may be combined [REDACTED]. The Supplier will provide a report one working day before the meeting(s) outlining the following:

- Summary of financial costs to be charged to the [REDACTED] for the Services undertaken by the Supplier for the current month period and a cumulative total against the overall agreed charges, [REDACTED]
- Summary of progress against agreed programme and outline of next activities,
- Log of issues, with agreed remedies between the [REDACTED] and the Supplier,
- Log of risks with agreed mitigations between the [REDACTED] and the Supplier,
- Any proposed changes to be requested by the Supplier in relation to approach or their Key Staff undertaking the Services.
- Provision of draft reports and iterations in relation to the Services, as request by the [REDACTED]

[REDACTED] payment will only be made where the Supplier clearly articulates the activities undertaken by the Suppliers Key Staff for invoicing period to progress the described Services. The [REDACTED] business representative shall only accept the Services, if it is clear that the Supplier has been operating on a satisfactory basis to deliver the objectives. If there are any concerns held by the [REDACTED] of the progress of the Services delivery, these concerns will be raised within one week to allow the Supplier to address the delivery matters raised by the [REDACTED]

**PERFORMANCE OF THE DELIVERABLES**

**Key Staff**

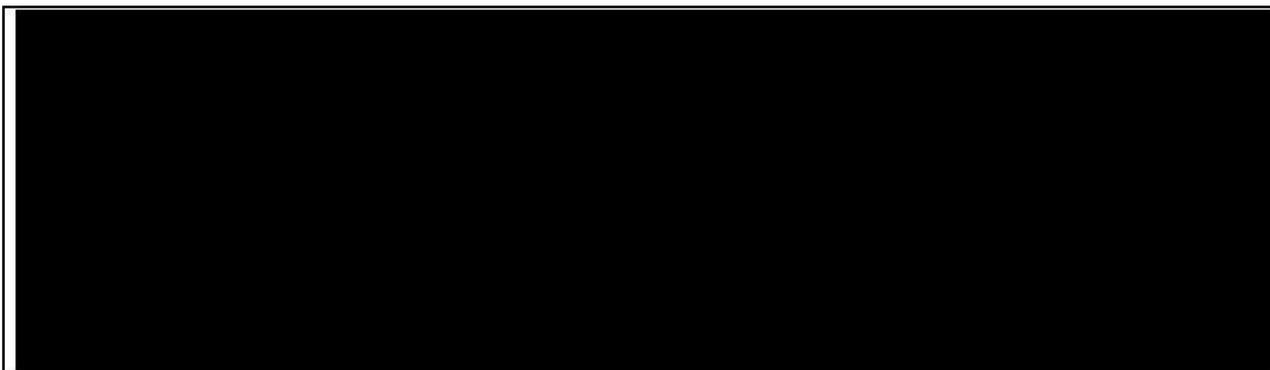
[REDACTED]

[REDACTED]

Agreed allocated Supplier resource are as follows:

- [REDACTED] - SCS3 Director oversight with property experience [partner level in AY], minimal qualification of a chartered surveyor,
- [REDACTED] SCS1 subject matter expert in laboratory property management, minimal qualification of a chartered surveyor,
- [REDACTED] - Senior Surveyor, holding an appropriate RICS qualification and membership.
- [REDACTED] - Senior Surveyor, holding an appropriate RICS qualification and membership - Charged at Professionally qualified Senior Surveyor Rate

[REDACTED]



**Key Subcontractors**

The supplier is to pre notified the [REDACTED] with 2 weeks' notice of any intention to use a subcontractor to undertake any part of the Service. The [REDACTED] Authorised Representative shall approve in writing, the use of the Supplier's proposed Subcontractor before the Supplier engages or commences any Services of the Suppliers Subcontractor.

**CALL-OFF SPECIAL TERMS**

**Call-Off Special Term 1**

NOT USED

**Call-Off Special Term 2**

NOT USED

**Call-Off Special Term 3**

1. The Supplier holds no foreground Intellectual Property Rights for the Services be undertaken for the [REDACTED]. On request by the [REDACTED] all information pertinent to the Services will be provided to the [REDACTED] within two weeks' notice of request.
2. [REDACTED]
3. The Supplier will only share information in relation to the Services with other third parties that has granted prior approval by the [REDACTED] Business representative in writing.

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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the [REDACTED]</b>	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

## 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 Core Terms and Order Form including the Call-Off Special Terms.

Docu ment No	Document	Document File Name
A1	Core Terms	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_A01_Cont CT_V1
A2	Framework Schedule 6 (Order Form Template and Call-Off Schedules)	23.07.27_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_A02_Cont OFS6_V4

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

Docu ment No	Document	Document File Name
B1	Joint Schedule 1 (Definitions)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B01_Cont JS1_V1
B2	Joint Schedule 2 (Variation Form)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B02_Cont JS2_V1
B3	Joint Schedule 3 (Insurance Requirements)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B03_Cont JS3_V1
B4	Joint Schedule 4 (Commercially Sensitive Information)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B04_Cont JS4_V2
B5	Joint Schedule 5 (Corporate Social Responsibility)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B05_Cont JS5_V1
B6	Joint Schedule 6 (Key Subcontractors)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B6_Cont JS6_V1
B7	Joint Schedule 7 (Financial Difficulties)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B07_Cont JS7_V1
B8	Joint Schedule 10 (Rectification Plan)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B08_Cont JS10_V1
B09	Joint Schedule 11 (Processing Data)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B09_Cont JS11_V2

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B10	Joint Schedule 12 (Supply Chain Visibility)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_B10_Cont JS12_V1
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**Call-Off Schedules for RM6168**

Docu ment No	Document	Document File Name
C1	Call-Off Schedule 1 (Transparency Reports)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C01_Cont COS1_V1
C2	Call-Off Schedule 3 (Continuous Improvement)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C02_Cont COS3_V1
C3	Call-Off Schedule 5 (Pricing Details)	23.07.27_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C03_Cont COS5_V4
C4	Call-Off Schedule 6 (ICT Services)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C04_Cont COS6_V1
C5	Call-Off Schedule 7 (Key Supplier Staff)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C05_Cont COS7_V1
C6	Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C06_Cont COS8_V1
C7	Call-Off Schedule 9 (Security)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C07_Cont COS9_V1
C8	Call-Off Schedule 10 ([REDACTED] Management)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C08_Cont COS10_V1
C10	Call-Off Schedule 15 (Call-Off Contract Management)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C10_Cont COS15_V1
C11	Call-Off Schedule 16 (Benchmarking)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C11_Cont COS16_V1
C12	Call-Off Schedule 20 (Call-Off Specification)	23.07.01_FINAL_Avison Young_C191168_ [REDACTED] [REDACTED] PSS_C12_Cont COS20_V1

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**

All Reimbursable Expenses are chargeable separate to the Rates and are in accordance with the Definitions and [REDACTED] current expenses policy. The Supplier is required to seek approval from the [REDACTED] before undertaking any activities associated with their Services that will generate Reimbursable Expenses. If the Supplier generates such expenses without prior approval this is at the risk of the Supplier. The Supplier accepts that such unapproved expenses may not be chargeable to the [REDACTED] in part or full.

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

Framework Ref: RM6168 Estate Management Services

**SOCIAL VALUE COMMITMENT**  
Not applicable

## 1. Annex 1 - Processing Personal Data

### All information is set out in Joint Schedule 11 (Processing 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><b>The Relevant Authority is Controller and the Supplier is Processor</b></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><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>[Insert</b> the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul>

	<ul style="list-style-type: none"><li>● Business contact details of Supplier Personnel for which the Supplier is the processor,</li><li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of the CCS' duties under the Contract for which CCS is the Controller</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li>● <b>Insert</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together</li><li>● Business contact details of Supplier Personnel for which the Supplier is the processor,</li><li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of the CCS' duties under the Contract for which CCS is the Controller</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li>● Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li><li>● <b>Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has</li></ul>
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	<p><i>professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority</i></p> <p><b>Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified</p>
<p>Duration of the Processing</p>	<p><b>Clearly set out the duration of the Processing including dates</b></p> <p>The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased</p>
<p>Nature and purposes of the Processing</p>	<p><b>Please be as specific as possible, but make sure that you cover all intended purposes.</b></p> <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> <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>

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<p>Type of Personal Data</p>	<p><i>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc</i></p> <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"> <li>● Full name</li> <li>● Job title</li> <li>● Organisation name</li> <li>● Business/workplace address</li> <li>● Business/workplace email address</li> <li>● Business/workplace telephone/mobile number(s)</li> <li>● Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises)</li> <li>● Supplier Dun &amp; Bradstreet Data Universal Numbering System (DUNS number)</li> <li>● Registered company details including registered company name, address and company registration number (CRN)</li> <li>● Bank account details for activities related to the Management Charge</li> <li>● Management Information</li> </ul>
<p>Categories of Data Subject</p>	<p><i>Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc</i></p> <p>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Describe how long the data will be retained for, how it be returned or destroyed</i></p> <p>Data will be retained for seven (7) years 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 CCS data and any copies held by the Supplier must be securely erased once the 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 CCS data must be securely destroyed at the end of life of the</p>

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	media. All destruction of media must be in line with good industry practice.
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