

**RM6168: Estate Management Services Order Form: con\_22412 Prisons Commission 2 Prioritisation of Fire Remedial Tasks**

**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: Estate Management Services.

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

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| **Buyer Name** | Ministry of Justice |
| **Buyer Contact** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Buyer Address** | 102 Petty France,  Westminster,  London,  SW1H 9AJ |
| **Invoice Address**  **(if different)** | SSCL – National Offender Management Service PO Box 741 Newport Gwent NP10 8FZ  Email: [APinvoices-NMS-U@gov.sscl.com](mailto:APinvoices-NMS-U@gov.sscl.com) |
| **Buyer’s Authorised Representative** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Buyer’s Data Protection Officer** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Buyer’s Environmental Policy** | N/A |
| **Buyer’s Security Policy** | N/A |
| **Security Representative of the Buyer** | N/A |

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| **Supplier Name** | WT Partnership Ltd |
| **Supplier Contact** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Supplier Address** | AMP House  Dingwall Road  Croydon CR0 2LX |
| **Registration Number:** | **01130989** |
| **DUNS Number** |  |
| **SID4GOV ID** |  |
| **Payment Method** | Purchase Order Number - to be confirmed (BACS) |
| **Supplier’s Authorised Representative** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Supplier’s Contract Manager** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Supplier’s Data Protection Officer** | **REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Security Representative of the Supplier** | N/A |
| **Commercially Sensitive Information** | N/A |

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| **Framework Ref** | RM6168 |
| **Call-Off Lot** | Lot 4 Surveying and Strategic Advice |
| **Estate Management Services** | Prioritisation of Fire Remedial Tasks |
| **Call-Off (Order) Ref** | Con\_22412 (CUA number EMS-26372-2023) |
| **Call-Off (Order) Date** |  |
| **Call-Off Charges** | In alignment with Framework RM6168 terms and conditions, and as per the agreed rate card and Call-Off Fee Proposal.  The total agreed sum is **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** |
| **Call-Off Start Date** | 01 June 2023 |
| **Call-Off Expiry Date** | 31 August 2023 |
| **Extension Period** | To be agreed if required |
| **Maximum Liability** | The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.  The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** |
| **Progress Report Frequency** | Fortnightly |
| **Progress Meeting Frequency** | Monthly |

**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**

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| **The requirement** |
| The requirement is for supplementary activity following the work carried out during 2022 (‘Prisons Commission 2’) whereby WT Partnership were commissioned to carry out the following activity at 12 prison sites:   1. Developing Fire Strategies 2. Undertaking a compartmentation and fire door condition survey 3. Assessing site emergency water supply systems     This commission has been completed, and the MoJ Fire Safety Team are in possession of the outputs, in particular the objective from item 2 which was  *“To undertake a Statement of Condition Survey of the fire compartmentation in residential accommodation. The survey will then be used to enable MoJ to understand, assess compliance, produce a schedule of works for any rectification needed, and prioritise accordingly.*  *To confirm all criticality ratings for each fire door in each residential property; mark provided CAFM line drawings with each fire door location and its rating code, and conduct conditioning survey of all fire doors. The resulting survey report will then be used to inform the site FM Supplier for maintenance purposes.”*  The data received from the follow-on surveys has delivered **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS**; there is now a requirement that the fire follow-on survey remedials be prioritised to enable the Property Operations Team to undertake the delivery of the remedial tasks.  **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** |

**PERFORMANCE OF THE DELIVERABLES**

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| **Key Staff** |
| **WT Partnership**: **REDACTED UNDER FOIA 40 PERSONAL INFORMATION**  **MoJ Property Fire Safety Team:**  I**REDACTED UNDER FOIA 40 PERSONAL INFORMATION** |
| **Key Subcontractors** |
| **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** |

**CALL-OFF SPECIAL TERMS**

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| **Call-Off Special Term 1** |
| N/A |

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| **Call-Off Special Term 2** |
| N/A |

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| **Call-Off Special Term 3** |
| Suppliers will comply with the MoJ security vetting requirements in respect that all personal will be prepared to participate in vetting application processes for the required levels of security vetting. |

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| **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 6 (Key Subcontractors)
* Joint Schedule 7 (Financial Difficulties)
* Joint Schedule 8 (Guarantee)
* Joint Schedule 9 (Minimum Standards of Reliability)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 11 (Processing Data)
* Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for **RM6168**

* Order Form- Template-Short-Form
* Call-Off Schedule 1 (Transparency Reports)
* Call-Off Schedule 2 (Staff Transfer)
* Call-Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 4 (Call Off tender (V3.1))
* Call-Off Schedule 5 (Pricing Details)
* Call-Off Schedule 6 (ICT Services)
* Call-Off Schedule 7 (Key Supplier Staff)
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
* Call-Off Schedule 9 (Security)
* Call-Off Schedule 10 (Exit Management)
* Call-Off Schedule 11 (Installation Works)
* Call-Off Schedule 12 (Clustering)
* Call-Off Schedule 13 (Implementation Plan and Testing)
* Call-Off Schedule 14 (Service Levels)
* Call-Off Schedule 15 (Call-Off Contract Management)
* Call-Off Schedule 16 (Benchmarking)
* Call-Off Schedule 17 (MOD Terms) **Not Applicable**
* Call-Off Schedule 18 (Background Checks)
* Call-Off Schedule 19 (Scottish Law) **Not Applicable**
* Call-Off Schedule 20 (Call-Off Specification)
* Call-Off Schedule 21 (Northern Ireland Law) **Not Applicable**

1. CCS Core Terms (version 3.0.10)
2. 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

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

**Note:** The Buyer will update this Order Form to reflect whether or not a guarantee is required once the identity of the Supplier is known. That will depend on whether the availability of guarantees for Call-Off Contracts is a condition of the Supplier being awarded a Framework Contract.

## 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. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      2. Any such further instructions shall be incorporated into this Annex.

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| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  N/A  **The Supplier is Controller and the Relevant Authority is Processor**  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:   * Business contact details of Supplier Personnel and the Supplier’s Sub-contractors/agents for which the Supplier is the processor.   **The Parties are Joint Controllers**  N/A  **The Parties are Independent Controllers of Personal Data**  N/A |
| Duration of the Processing | 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 |
| Nature and purposes of the Processing | 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.  Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities. |
| Type of Personal Data | Personal details of each Party’s Personnel engaged in the performance of obligations and day to day management of the Framework Contract:   * 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 | Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract. |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.  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.  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 media. All destruction of media must be in line with good industry practice. |