

**Order Form**

**Estates Management Services Framework**

**Agreement**

**Ref: RM6168 lot 1**

**Appointment Property Partner**

**Property Management Services**

**Between**

**Government Property Agency (GPA)**

**And**

**BNP Paribas Real Estate Advisory& Property Management**

**UK Limited**

**Order Form**

**CALL-OFF REFERENCE:**  CCCC21B24

**THE BUYER:** Government Property Agency (GPA)

**BUYER ADDRESS** 70 Whitehall, London, SW1A 2AS

**THE SUPPLIER:** [BNP Paribas Real Estate Advisory & Property Management UK Limited](https://crowncommercialservice.bravosolution.co.uk/esop/toolkit/negotiation/rfq/awardRfq.do)

**SUPPLIER ADDRESS:** 5 Aldermanbury Square, London,

EC2V 7BP

**REGISTRATION NUMBER:** 04176965

**DUNS NUMBER:** Not Known

**SID4GOV ID:** Not Known

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 24 May 2022.

It’s issued under the Framework Contract with the reference number RM6168 for the provision of Estate Management Services.

**CALL-OFF LOT(S)**

Lot 1 – Total Estate Management Service

**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 and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6168**
3. The following Schedules in equal order of precedence:

**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 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 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 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 18 (Background Checks)
* Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.

**CALL-OFF SPECIAL TERMS**

None

**FRAMEWORK SCHEDULES NOT USED**

* Call-Off Schedule 6 (ICT Services)
* Call-Off Schedule 12 (Clustering)
* Call-Off Schedule 17 (MOD Terms)
* Call-Off Schedule 19 (Scottish Law)
* Call-Off Schedule 21 (Northern Ireland Law)
* Call-Off Schedule 23 (HMRC Terms)
* Joint Schedule 8 (Guarantee)

**CALL-OFF TERMS**

Call-off start date: 24 May 2022 (mobilisation)

Call-Off start date: 24 August 2022 (go-live)

Call-off expiry date: 23 August 2025

Call-off initial period: 24 August 2022 – 23 August 2025

Call-off optional extension period 1:24 August 2025 – 23 August 2027

Call-off optional extension period 2: 24 August 2027 – 23 August 2029

Total maximum contract period:24 August 2027 – 23 August 2029

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

BACS

**BUYER’S INVOICE ADDRESS:**

[REDACTED]

**BUYER’S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER’S ENVIRONMENTAL POLICY**

Sustainability requirements are set out in the Attachment 3 – Statement of Requirements document.

**BUYER’S SECURITY POLICY**

Security requirements are set out in Call-Off Schedule 9 (Security).

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER’S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

See Schedule 15

**PROGRESS MEETING FREQUENCY**

See Schedule 15

**KEY STAFF**

[REDACTED]

**KEY SUBCONTRACTOR(S)**

[REDACTED]

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier’s pricing

**SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 6%

The Service Period is: one Month

A Critical Service Level Failure is reached after any 3rd consecutive failure of the Client Satisfaction key performance indicator measure, as set out in the Attachment 3 – Statement of Requirements, Annex A1 – Key Performance Indicators and Annex A2 – Payment Mechanism document.

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

IN WITNESS WHEREOF the Parties hereto have caused this Call-Off Contract to be executed as a Deed and delivered on this date: 30th May 2022

EXECUTED as a deed for and on behalf of the Buyer, Government Property Agency

Signed as a Deed in the presence of:

|  |  |
| --- | --- |
| **For and on behalf of the Buyer:** | **For and on behalf of the Buyer (in witness of):** |
| Signature: | [REDACTED] | Signature: | [REDACTED] |
| Name: |  | Name: |  |
| Role: | Director Level | Role: |  |
| Date: |  | Date: |  |

EXECUTED as a deed for and on behalf of the Supplier, [BNP Paribas Real Estate Advisory & Property Management UK Limited](https://crowncommercialservice.bravosolution.co.uk/esop/toolkit/negotiation/rfq/awardRfq.do%22%20%5Co%20%22Open%20a%20new%20window%20to%20view%20%3E%20Supplier%20Profile%20for%20BNP%20Paribas%20Real%20Estate%20Advisory%20%26%20Property%20Management%20UK%20Limited)

Signed as a Deed in the presence of:

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Supplier (in witness of):** |
| Signature: | [REDACTED] | Signature: | [REDACTED] |
| Name: | [REDACTED] | Name: | [REDACTED] |
| Role: | Executive Director | Role: |  |
| Date: | 30th May 2022 | Date: |  |