



Crown
Commercial
Service

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

| | |
|--|--|
| Buyer Name | Ministry of Defence |
| Buyer Contact | |
| Buyer Address | |
| Invoice Address (if different) | |
| Buyer's Authorised Representative | |
| Buyer's Data Protection Officer | |
| Buyer's Environmental Policy | As outlined in Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk) |

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|---|--|
| Buyer's Security Policy | As outlined in Security policy framework: protecting government assets - GOV.UK (www.gov.uk) |
| Security Representative of the Buyer | N/A |

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|--|---|
| Supplier Name | Fisher German LLP |
| Supplier Contact | |
| Supplier Address | The Head Office Ivanhoe Office Park, Ivanhoe Park Way, Ashby-De-La-Zouch, Leicestershire, England, LE65 2AB |
| Registration Number: | OC317554 |
| DUNS Number | 348944419 |
| SID4GOV ID | N/A |
| Payment Method | Via MOD CP&F/Exostar |
| Supplier's Authorised Representative | |
| Supplier's Contract Manager | |
| Supplier's Data Protection Officer | |
| Security Representative of the Supplier | |
| Commercially Sensitive Information | |

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|-----------------------------------|--|
| Framework Ref | RM6168 |
| Call-Off Lot | Lot 3, |
| Estate Management Services | Estate Management Services, Agency and Lease Management |
| Call-Off (Order) Ref | EMS-21322-2022 |
| Call-Off (Order) Date | 28/09/22 |
| Call-Off Charges | Buyer Guidance |
| Call-Off Start Date | On the date agreement is signed by both Parties |
| Call-Off Expiry Date | 31 March 2027 |
| Extension Period | None |
| Maximum Liability | The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Maximum Contract Value is £408,000 |

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|-----------------------------------|--|
| Progress Report Frequency | As defined in Statement of Requirement |
| Progress Meeting Frequency | As defined in Statement of 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 Buyer at the time of Delivery.

DELIVERABLES

The requirement

LEGACY GPSS LAND AGENCY/LINESEARCH SUPPORT – STATEMENT OF REQUIREMENT

Services Required

2. The following services are required of The Supplier until 31 March 2027, in connection with this legacy GPSS estate:

2.1. Land Agency Services - Ad hoc land agency services, as instructed, including but not limited to:

- Arranging access to land
- Negotiations with landowners and occupiers
- Service of notices/abandonment certificates
- Planning advice
- Boundary disputes
- Lease negotiations
- Rent Reviews
- Grazing Licences
- Valuations
- Wayleave/easements
- Damage claims

2.2. Specific land agency services, as instructed:

- Management of an agricultural tenancy

2.3. Pipeline decommissioning and abandonment - The Supplier will review the remaining redundant pipelines and other facilities with The Authority, and work to bring them to full legal abandonment, as instructed. This includes but is not limited to the following:

2.4. Linesearch Services - The Supplier will provide a web based single point of contact to third parties for the protection of pipelines from unwanted incursions. The Authority's pipelines will be held on this system, as Land Powers Defence Act (LPDA) pipelines, under the following categories:

2.4.1. Abandoned Pipelines

2.4.4. The monitoring of abandoned pipelines will be reviewed during the first year of this contract, with active management to be phased out thereafter.

Reporting

3. The Supplier will report progress against the services as follows:

3.1. The Supplier will provide monthly reports to DIO stating the number of enquiries in each category, highlighting any significant proposed incursions affecting the pipelines.

3.2. The Supplier will provide quarterly reports on progress with pipeline decommissioning and abandonment.

3.3. The Supplier will host a quarterly Teams meeting with The Authority to review progress with pipeline decommissioning and abandonment, and any ongoing land agency work.

Key Performance Indicators (KPI)

4. The Key Performance Indicators (KPI):

4.1. Monthly reports for the preceding month to be delivered to The Authority by the 10th day of each month.

4.2. Routine Linesearch enquiries to be responded to within 3 working days of receipt.
Urgent Linesearch enquiries to be responded to within 24 hours

Cyber

5. The Cyber Risk Profile is assessed as “Very Low”, which requires that the Supplier:

5.1. Hold Cyber Essentials Accreditation for the duration of the Contract.

PERFORMANCE OF THE DELIVERABLES

Key Staff

Key Subcontractors

N/A

CALL-OFF SPECIAL TERMS

Call-Off Special Term 1

Call-Off Schedule 17 (MOD Terms) applies.

DEFCON 522 (Payment & Recovery of Sums 11/21)

DEFCON 532A (Protection of Data when personal data is not being processed on behalf of the Authority 09/21)

DEFCON 538 (Severability 06/02)

DEFCON 604 (Progress Reports 06/14)

DEFCON 658 (Cyber 9/21)

Call-Off Special Term 2

N/A

Call-Off Special Term 3

N/A

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 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)

- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)

- 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

Not applicable

SOCIAL VALUE COMMITMENT

Equal Opportunities

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.

1. Annex 1 - Processing Personal Data – Not Applicable

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> <ul style="list-style-type: none"> • <i>Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</i> <p>The Supplier is Controller and the Relevant Authority is Processor</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"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> |

| | |
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| | <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the processor, • 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 <p>The Parties are Joint Controllers</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"> • <i>Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together</i> • Business contact details of Supplier Personnel for which the Supplier is the processor, • 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 <p>The Parties are Independent Controllers of Personal Data</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"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>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,</i> • <i>Insert 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</i> |
|--|---|

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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>Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified</p> |
| Duration of the Processing | <p><i>Clearly set out the duration of the Processing including dates</i></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> |
| Nature and purposes of the Processing | <p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></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"> • 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 |
| <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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