

## RM3816 Call Off Contract Order Form

### PART 1 – CALL OFF ORDER FORM

#### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Estates Professional Services RM3816 dated 25/07/2017.

This Call Off Contract is for the Provision of Support for OGP Well-maintained Net Zero Carbon Estate Project.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Customer User Agreement Reference Number	CCCC20A02
Order Number	To be completed post contract award
From	<b>Cabinet Office (Office of Government Property)</b> <b>("CUSTOMER")</b>
From	<b>REDACTED</b> <b>("CUSTOMER REPRESENTATIVE")</b>
To	<b>Avison Young</b> <b>("SUPPLIER")</b>
To	<b>REDACTED</b> <b>("SUPPLIER REPRESENTATIVE")</b>

#### SECTION B

##### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> Tuesday 18 February 2020
	<b>Expiry Date:</b>  End date of Initial Period: Tuesday 12 May 2020  End date of Extension Period: Tuesday 26 May 2020  Minimum written notice to Supplier in respect of extension: 1 week

##### SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)
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##### IMPLEMENTATION PLAN

<b>3.1.</b>	<b>Implementation Plan:</b> In the Supplier's submission at Call Off Schedule 15 (Call Off Tender)
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### CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> Clause 11 (Standards) shall apply
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied  <b>Service Credit Cap</b> (Call Off Schedule 1 (Definitions)): Not applied  <b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms): Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Section 15 (Service Levels and Performance) of the Statement of Requirements at Call Off Schedule 2 Annex 1: The Services
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 38.2.1(a) of the Call Off Terms

### PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Customer:</b> REDACTED  <b>Supplier:</b> REDACTED
<b>5.2</b>	<b>Relevant Convictions (Clause 27.2 of the Call Off Terms):</b> Applied

### PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): OGP 4 <sup>th</sup> Floor Red Zone 1 Horse Guards London SW1P 2HQ
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph <b>Error! Reference source not found.</b> 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the entirety of the Call Off Contract, including extension options, from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph <b>Error! Reference source not found.</b> 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £198,620.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Call Off Terms): Applied

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): In Clause 42.1.1(c) <b>Error! Reference source not found.</b> of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): In Clause <b>Error! Reference source not found.</b> of the Call Off Terms

<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 42.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Suppliers Technical and Commercial submissions shall be deemed as commercially sensitive

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 27 <sup>th</sup> January 2020 Recital D - date of receipt of Call Off Tender: 7 <sup>th</sup> February 2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 Error! Reference source not found.of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements shall apply Supplier staff who will access restricted or sensitive information will require Baseline Personnel Security Standard (BPSS) clearance. All Supplier staff who will have access to any other data will be required to have CTC clearance. Those members of the project team who will be on the premises, at the Authority's offices in 1 Horse Guards Road, London, SW1A 2HQ, will be expected to adhere to the security process in place at the building. The Authority may require a non-disclosure agreement if access to information about certain sensitive projects or programs is required by the Supplier to perform this engagement. If this is required, this will be discussed during the Contract.
<b>10.4</b>	<b>Accessibility Policy</b> Not applied
<b>10.5</b>	<b>Equality and Diversity Policy</b> Not applied
<b>10.6</b>	<b>ICT Policy:</b> Not applied
<b>10.7</b>	<b>Testing:</b> Not applied

<b>10.8</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
<b>10.9</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b> Not applied
<b>10.10</b>	<b>Protection of Customer Data (34.2.3 of the Call Off Terms):</b> Applied
<b>10.11</b>	<b>Notices (Clause Error! Reference source not found.55.6 of the Call Off Terms):</b> <b>Customer's postal address and email address:</b> <b>REDACTED</b> 1 Horse Guards London SW1P 2HQ  <b>Supplier's postal address and email address:</b> <b>REDACTED</b> Avison Young 65 Gresham St London EC2V 7NQ
<b>10.12</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.13</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b> See Annex To Schedule 10: List Of Notified Sub-Contractors
<b>10.14</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)
<b>10.15</b>	<b>Customer's Social Value priorities</b> Not applied

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

**For and on behalf of the Supplier:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	17/02/2020

**For and on behalf of the Customer:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	27/02/2020