**Attachment 5 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: CCBO21A04 under framework RM6168 Estate

Management Services Lot 7

THE BUYER: Government Property Agency

BUYER ADDRESS 10 Victoria Street, London, SW1H 0NB

THE SUPPLIER: Jones Lang LaSalle Limited, 30 Warwick Street,

London, WIB 5NH

REGISTRATION NUMBER: 01188567

DUNS NUMBER: 227298486

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd January 2023.

ITT’s issued under the Framework Contract with the reference number **RM6168** for the provision of Estate Management services.

CALL-OFF LOT:

Lot 7: Integrated Workplace Management

**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 includes the Call-Off Special Terms and Call-Off Schedule 21 Special Terms.
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 8 (Guarantee~~) not required
* 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 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**

The following Special Terms are incorporated into this Call-Off Contract, please refer to Call-Off Schedule 21 Special Terms:

Special Term 1 (Deliverables for other Central Government Bodies)

Special Term 2 (Addition or Removal of Sites) Special Term 3 (No Volume Guarantee)

Special Term 4 (Security and Vetting)

Special Term 5 (Termination)

Special Term 6 (Exit Management on Termination)

Special Term 7 (Costs on termination)

Special Term 8 (Cooperation with Other Suppliers)

Special Term 9 (Interface with Other Suppliers)

Special Term 10 (Risk Register)

Special Term 11 (Risk Notice of Financial Distress)

Special Term 12 (KPIs)

Special Term 13 (Gainshare)

Special Term 14 (SCPP support of supply chain mobilisation)

Special Term 15 (Small and Medium Sized Enterprises (SMEs)

Special Term 16 (Multiparty Collaboration)

Special Term 17 (GDPR and Confidentiality)

Special Term 18 (Key Sub-Contract)

Special Term 19 (Staff Transfer):

Special Term 20 (Conflicts Management Policy)

Special Term 21 (Performance Bond)

Special Term 22 (Force Majeure)

Special Term 23 (Notice of Resignation of Key Staff)

CALL-OFF START DATE: **5th January 2023**

CALL-OFF EFFECTIVE DATE **5th January 2023**

CALL-OFF EXPIRY DATE: **30th September 2028**

CALL-OFF INITIAL PERIOD: **30th September 2026**

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£4,237,519.61** Estimated Charges in the first 12 months of the Contract.

**CALL-OFF CHARGES**

Option B: 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)

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation and this shall only apply from **1st October 2024**and shall be applied on every yearly anniversary of **1st October.**

Indexation shall be applied to the Baseline Monthly Payment and the components as listed in the Pricing Model.

**REIMBURSABLE EXPENSES**

Pricing is to be exclusive of expenses; any payable expenses will be paid in accordance with the Annex 24 - Government Property Agency summary of Expenses Policy.

**PAYMENT METHOD**

 Redacted Under FOIA, Section 40, Personal Information

Staged payments for mobilisation in accordance with Annex 1: Implementation Plan Call-off Schedule 13.

**BUYER’S INVOICE ADDRESS:**

 Redacted Under FOIA, Section 40, Personal Information

**BUYER’S AUTHORISED REPRESENTATIVE**

 Redacted Under FOIA, Section 40, Personal Information

**BUYER’S CONTRACT NOTICES**

 Redacted Under FOIA, Section 40, Personal Information

**BUYER’S ENVIRONMENTAL POLICY**

Please refer to Attachment 3 Annex 8 Sustainability & Net Zero Annex

**BUYER’S SECURITY POLICY**

Please refer to Attachment 3 Annex 6 Security Policies

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

 Redacted Under FOIA, Section 40, Personal Information

**SUPPLIER’S CONTRACT MANAGER**

 Redacted Under FOIA, Section 40, Personal Information

**SUPPLIER’S CONTRACT NOTICES**

 Redacted Under FOIA, Section 40, Personal Information

**PROGRESS REPORT FREQUENCY**

Please refer to Attachment 3 - Statement of Requirements for additional reporting requirements that may be required throughout the Contract.

**During the Mobilisation Period**;

The Supplier shall provide a report for the Buyer on a Monthly basis. The format will be specified by the Buyer and agreed with the Supplier;

**After the Mobilisation period;**

The Supplier shall provide a quarterly report as per the specification - Attachment 3

The Supplier shall provide a reconciliation report to the Buyer within seven (7) calendar days following the end of each quarter.

**PROGRESS MEETING FREQUENCY**

**During the Mobilisation Period**;

Attend progress meetings in accordance with The Buyer's requirements during the Mobilisation Period (flash meetings weekly and formal Mobilisation review meeting monthly). Mobilisation meetings shall be chaired by The Buyer and all meeting minutes shall be kept and published by The Supplier.

**After the Mobilisation Period;**

After mobilisation there will be monthly performance meetings and quarterly supply chain meetings.

**KEY STAFF**

 Redacted Under FOIA, Section 40, Personal Information

**KEY SUBCONTRACTORS**

 Redacted Under FOIA, Section 40, Personal Information

**COMMERCIALLY SENSITIVE INFORMATION**

 Redacted Under FOIA, Section 43, Commercial Interests

**SERVICE CREDITS**

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

The Service Credit Cap is: **the At Risk % (Special Term 12)**.

The Service Period is: one Month

A Critical Service Level Failure is:

a) A KPI Failure in the same KPI category occurring in 5 consecutive Service Periods

b) A KPI Failure in respect of one or more of the KPIs in the same KPI category occurring in any 7 Service Periods in the immediately preceding twelve Service Periods

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

Not required

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)

This Call-Off Contract shall be executed by underhand.

| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| --- | --- |
| Signature: |  Redacted Under FOIA, Section 40, Personal Information | Signature: |  Redacted Under FOIA, Section 40, Personal Information |
| Name: |  Redacted Under FOIA, Section 40, Personal Information | Name: |  Redacted Under FOIA, Section 40, Personal Information |
| Role: |  Redacted Under FOIA, Section 40, Personal Information | Role: |  Redacted Under FOIA, Section 40, Personal Information |
| Date: |  Redacted Under FOIA, Section 40, Personal Information | Date: |  Redacted Under FOIA, Section 40, Personal Information |