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# **RM6168: Estate Management Services Order Form**

## **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**

|                                       |                                                                                                                                                                                                                         |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Buyer Name</b>                     | The Department for Transport                                                                                                                                                                                            |
| <b>Buyer Contact</b>                  | [REDACTED] ([REDACTED]@dft.gov.uk)                                                                                                                                                                                      |
| <b>Buyer Address</b>                  | <b>The Department for Transport</b> (on behalf of the Secretary of State for Transport)<br><br>Great Minster House<br>33 Horseferry Road<br>London<br>SW1P 4DR                                                          |
| <b>Invoice Address (if different)</b> | Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to: |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | <p><b>Accounts Payable,<br/>Shared Services arvato,<br/>5 Sandringham Park,<br/>Swansea Vale,<br/>Swansea<br/>SA7 0EA</b></p> <p>Or, via e-mail, to:</p> <p><b>ssa.invoice@sharedservicesarvato.co.uk</b></p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section:<br/><b>ssa.invoice@sharedservicesarvato.co.uk</b></p> |
| <b>Buyer's Authorised Representative</b>    | <div></div> <div></div> @dfat.gov.uk)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Buyer's Data Protection Officer</b>      | <div></div> <div></div> @dfat.gov.uk)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Buyer's Environmental Policy</b>         |  <p>DfT Corporate Environmental Policy</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Buyer's Security Policy</b>              |  <p>DfT cyber security policy.docx</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Security Representative of the Buyer</b> | <div></div> @dfat.gov.uk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                             |                                                                                                            |
|-----------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Supplier Name</b>        | Sanderson Weatherall                                                                                       |
| <b>Supplier Contact</b>     | <div></div> MRICS ( <div></div> @sw.co.uk )                                                                |
| <b>Supplier Address</b>     | 6th Floor Central Square<br>29 Wellington Street<br>Leeds<br>LS1 4DL                                       |
| <b>Registration Number:</b> | OC 344 770                                                                                                 |
| <b>DUNS Number</b>          | SID4GOV ID                                                                                                 |
| <b>Payment Method</b>       | BACS.<br>Sort Code 20-48-46. Account No: 03526593.<br>IBAN: GB78 BARC 2048 4603 5265 93<br>SWIFT: BARCGB22 |

**Estate Management Services Template (Short Form)**

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|                                                |                                                                                                                                        |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
|                                                | PLEASE QUOTE INVOICE NUMBER AS REFERENCE.<br>Please send remittances to <a href="mailto:remittances@sw.co.uk">remittances@sw.co.uk</a> |
| <b>Supplier's Authorised Representative</b>    | ██████████ ██████████@sw.co.uk)                                                                                                        |
| <b>Supplier's Contract Manager</b>             | ██████████                                                                                                                             |
| <b>Supplier's Data Protection Officer</b>      | ██████████ ██████████@sw.co.uk)                                                                                                        |
| <b>Security Representative of the Supplier</b> | ██████████ ██████████@sw.co.uk)                                                                                                        |
| <b>Commercially Sensitive Information</b>      |                                                                                                                                        |

|                                   |                                                                                                                                                                                                             |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Framework Ref</b>              | RM6168 – Estate Management Services                                                                                                                                                                         |
| <b>Call-Off Lot</b>               | 1 – Total Estate Management                                                                                                                                                                                 |
| <b>Call-Off (Order) Ref</b>       | <b>DfT Contract Reference:</b> TRCF3079<br><b>CCS Customer User Number:</b> EMS-29198-2023                                                                                                                  |
| <b>Call-Off (Order) Date</b>      | 12/10/2023                                                                                                                                                                                                  |
| <b>Call-Off Charges</b>           | Buyer Guidance                                                                                                                                                                                              |
| <b>Call-Off Start Date</b>        | 12/10/2023                                                                                                                                                                                                  |
| <b>Call-Off Expiry Date</b>       | 31/12/2026                                                                                                                                                                                                  |
| <b>Extension Period</b>           | None                                                                                                                                                                                                        |
| <b>Maximum Liability</b>          | The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.<br><br>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £50,000.00 |
| <b>Progress Report Frequency</b>  | To be agreed at contract inception                                                                                                                                                                          |
| <b>Progress Meeting Frequency</b> | To be agreed at contract inception                                                                                                                                                                          |

**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**

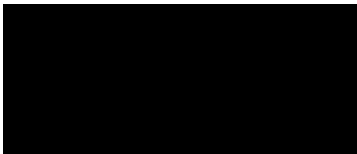
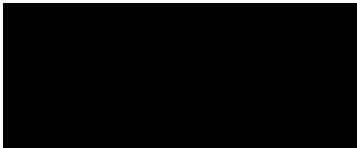
| <b>The requirement</b>                                         |
|----------------------------------------------------------------|
| See Call-Off Schedule 20 (Call-Off Specification) and Annex 2. |

## **PERFORMANCE OF THE DELIVERABLES**

| <b>Key Staff</b>                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><div></div><div></div><div><a href="mailto: @sw.co.uk">@sw.co.uk</a></div></div> <div><div></div><div></div><div><a href="mailto: @sw.co.uk">@sw.co.uk</a></div></div> |

## **CALL-OFF SPECIAL TERMS**

**None**

| For and on behalf of the Supplier: |                                                                                                                                      | For and on behalf of the Buyer: |                                                                                                                                                                       |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Signature:                         |                                                     | Signature:                      |                                                                                    |
| Name:                              | <br>(for and on behalf of Sanderson Weatherall LLP) | Name:                           | <br>(For and on behalf of the Secretary of State for the Department for Transport) |
| Role:                              | Partner                                                                                                                              | Role:                           | Commercial Relationship Manager                                                                                                                                       |
| Date:                              | 14/10/2023                                                                                                                           | Date:                           | 13/10/2023                                                                                                                                                            |

## **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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### **Call-Off Schedules for RM6168**

- Order Form- Template-Short-Form
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer, Parts C and E only)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
  - Call-Off Schedule 9 (Security, Part A: Short Form Security Requirements)
  - Call-Off Schedule 12 (Clustering)
  - 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**

Not applicable.

## Call-Off Schedule 5 (Pricing Details)

As set out under pp. 2-3 of the Supplier's Proposal (Part A of this Call-Off Schedule), supplemented by the Supplier's completed pricing schedule (Part B of this Call-Off Schedule).

### PART A – Extract from Supplier's Proposal

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **PART B – Extract from Supplier’s Pricing Schedule**

[REDACTED]

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### 1. Introduction

The Department for Transport ("the DfT") invites your firm to submit a quote under the CCS Estates Professional Service Contract (RM6168) for the provision of a range of estates services including but not limited to, lease acquisitions, valuation advice, exit, dilapidations etc

### 2. Specific Advice Required



The properties listed might change in line with Machinery of Government changes and/or business requirements, with advice to be provided as and when required in accordance with your CCS RM6168 contract.

### 3. Scope of Requirements

The Chartered Surveyor would be appointed to undertake various tasks, including, but not limited to, the following:

- Acquisition of freehold and leasehold property
- Disposal of freehold and leasehold property
- Rent reviews
- Lease breaks and lease expiries
- Lease renewals
- Dilapidations – undertaking surveys / leading negotiations
- Land and Tenant issues including Landlord consents, service charges and claims
- Rating support services and rating appeals
- Valuations
- Planning
- Building surveying services
- General advice on estate and property management including strategy

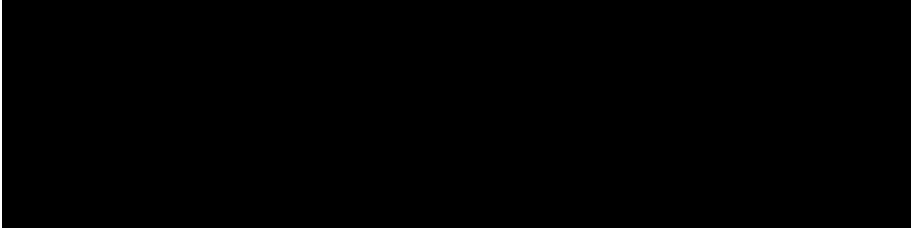
The appointed supplier should advise as to the cost, up to a competitively stated maximum fee per site, which is all inclusive of all site visits, interviews and discussion with key personnel and disbursements. Your proposal should set out the scope of services and tasks that would be covered and the maximum fee, any assumptions made and, ideally per task or grouped, as appropriate to the proposal.

### 4. Conflicts of Interest

Your quote must disclose any potential conflicts of interest on the part of your firm. Please identify and advise of any existing conflicts of interest, either real or perceived, in relation to this work. Any conflicts of interest that would compromise the delivery and integrity of the planned procurement may result in termination of the call-off process and any consequent

call-off contract. If it is apparent that a conflict of issue arises for your firm, you are required to inform DfT immediately.

**Annex 1 – Supplier’s Proposal, dated 12/10/2023**



## Annex 2 - 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.

1.1.1.1 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><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> </ul> |
| 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                     | <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>                                                                                                                                                                                                                                            |

|                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Type of Personal Data                                                                                                                                                      | <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"> <li>• Full name</li> <li>• Job title</li> <li>• Organisation name</li> <li>• Business/workplace address</li> <li>• Business/workplace email address</li> <li>• Business/workplace telephone/mobile number(s)</li> <li>• Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises)</li> <li>• Supplier Dun &amp; Bradstreet Data Universal Numbering System (DUNS number)</li> <li>• Registered company details including registered company name, address and company registration number (CRN)</li> <li>• Bank account details for activities related to the Management Charge</li> <li>• Management Information</li> </ul> |
| Categories of Data Subject                                                                                                                                                 | <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>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 media. All destruction of media must be in line with good industry practice.</p>                                                                                                                                                                                                                                                                                        |