# **Order Form**

CALL-OFF REFERENCE: HMRC Estates Property Surveying Services –

SR633066288

THE BUYER: Her Majesties Revenue and Customs (HMRC)

BUYER ADDRESS 100 Parliament Street, Westminster, London,

SW1A 2BQ

THE SUPPLIER: Cushman & Wakefield Debenham Tie Leung

SUPPLIER ADDRESS: 125 Old Broad Street, London, EC2N 1AR

REGISTRATION NUMBER: 02757768

DUNS NUMBER: 23-038-7474

SID4GOV ID:

This Order Form is for the provision of the Call-Off Deliverables and dated 14/07/2022.

It's issued under the Framework Contract with the reference number RM6168 for the provision of Estates Business Rates.

CALL-OFF LOT(S):

Lot 1

Framework Ref: RM6168 - Estate Management Services

Project Version: v1.0 Model Version: v3.6

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#### **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:

- 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 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Call-off Schedule for RM6168
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6168
- 6. 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:

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None

CALL-OFF START DATE: 18/07/2022

CALL-OFF EXPIRY DATE: 17/07/2025

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months

CALL-OFF DELIVERABLES

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

#### MAXIMUM LIABILITY

#### **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)

#### REIMBURSABLE EXPENSES

None

#### **PAYMENT METHOD**

HMRC use an e-Trading Portal MyBuy (provided by SAP Ariba) to manage all ongoing financial transactions with its suppliers.

#### **BUYER'S INVOICE ADDRESS:**



#### BUYER'S AUTHORISED REPRESENTATIVE

HMRC Commercial Directorate

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**BUYER'S ENVIRONMENTAL POLICY** 



BUYER'S SECURITY POLICY Appended at Call-Off Schedule 9

#### SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY



PROGRESS MEETING FREQUENCY



**KEY STAFF** 







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#### COMMERCIALLY SENSITIVE INFORMATION

#### SERVICE CREDITS

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

The Service Credit Cap is:

The Service Period is: one Month

A Critical Service Level Failure: shall include any Critical KPI's as specified by the Buyer in excess of more than three (3) times in any consecutive period OR any four (4) individual Critical KPI failures in any six (6) month period. Failure to meet Milestones in accordance with the Implementation plan and/or further failure after implementing a rectification plan will be considered a Critical Service Level Failure

# 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)]

| For and on behalf of the Supplier: |  | For and on behalf of the Buyer: |  |
|------------------------------------|--|---------------------------------|--|
| Signature:                         |  | Signature:                      |  |
| Name:                              |  | Name:                           |  |
| Role:                              |  | Role:                           |  |
| Date:                              |  | Date:                           |  |