

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	DfT Reference: TRCF3075 / EMS-25894-2023
THE BUYER:	Department for Transport (DfT)
BUYER ADDRESS	Great Minster House 33 Horseferry Road London SW1P 4DR
THE SUPPLIER:	CBRE Limited
SUPPLIER ADDRESS:	Henrietta House Henrietta Place London W1G 0NB
REGISTRATION NUMBER:	03536032
DUNS NUMBER:	23-537-3235
SID4GOV ID:	456202

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an electronic purchase order system.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

This Order Form is for the provision of the Call-Off Deliverables and dated 05/05/2023. It is issued under the Framework Contract with the reference number RM6168 for the provision of Estate Management services.

CALL-OFF LOT(S):
Lot 1: Total Estate 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 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 5 (Corporate Social Responsibility)
- Joint Schedule 10 (Rectification Plan)

Call-Off Schedules 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 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 20 (Call-Off Specification)
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

None

CALL-OFF START DATE: 15/05/2023

CALL-OFF EXPIRY DATE: 15/05/2025, with an option to extend for a further 12 months (until 15/05/2026)

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF DELIVERABLES

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

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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 **£90,000.00**

CALL-OFF CHARGES

See 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

To be agreed Outside of the Framework

PAYMENT METHOD

You will be issued with a Purchase Order number for this contract and will need to quote this number on all invoices. Invoices received without the correct Purchase Order Number are likely to be returned to you and will delay receipt of payment.

Invoicing instructions are attached below for further details:



Invoicing
Instructions.doc

BUYER'S INVOICE ADDRESS:

Via email: SSa.invoice@dftssc.gsi.gov.uk

Or post:

***Accounts Payable,
Shared Services Arvato,
5 Sandringham Park,
Swansea Vale,
Swansea
SA7 0EA.***

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial manager

c.costi@dft.gov.uk

Great Minster House
33 Horseferry Road
London
SW1P 4DR

BUYER'S ENVIRONMENTAL POLICY

Framework Ref: RM6168 - Estate Management Services

Project Version: v1.0

Model Version: v3.7

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DfT Corporate
Environmental Policy

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Executive Director

[REDACTED]@cbre.com

Henrietta House

Henrietta Place

London

W1G 0NB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]@cbre.com

Henrietta House

Henrietta Place

London

W1G 0NB

PROGRESS REPORT FREQUENCY

Monthly, to a date agreed with the DfT's Contract Manager.

PROGRESS MEETING FREQUENCY

Monthly, to a date agreed with the DfT's Contract Manager.

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

All methodology, pricing and all information provided in reports provided to the Buyer is confidential unless permission is obtained by the Buyer from the Supplier to share with a third party on a non-reliance basis.

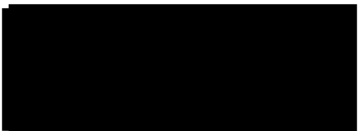
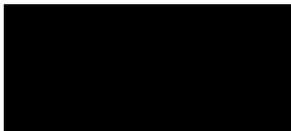


SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES
Not Applicable

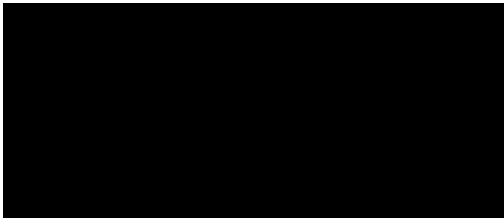
GUARANTEE
Not Applicable

SOCIAL VALUE COMMITMENT
Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Executive Director	Role:	Commercial Manager
Date:	25th May 2023	Date:	25th May 2023

Annex 1: Call-Off Schedule 4 (Call Off Tender)

Per CBRE's technical response:



Annex 2: Call-Off Schedule 5 (Pricing Details)

Per Attachment 4 – Pricing Schedule



Annex 3: 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. The information contained below is identical to the Statement of Requirements from this procurement.



Department
for Transport



Crown
Commercial
Service

Attachment 3 – Statement of Requirements

Provision of a Lead Commercial Advisor that will provide advice on the lease negotiations and disposal of the Motorway Service Areas portfolio.

Contract Reference: TRCF3075

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1. **PURPOSE**

The Department for Transport (the 'Department') is seeking to undertake a series of lease re-gears and disposal of a portfolio comprising 21 trading Motorway Service Areas (MSAs) located across England's motorway network, with an estimated total value in excess of £400,000,000. The MSAs are let to private motorway service operators on ground leases. The Department requires strategic lease re-gear negotiations and disposal advice from a commercial property agent (the 'supplier') in order to optimise the terms of the new leases and secure best value for the Department.

This document contains the service description for the provision of a Commercial Advisor that will provide professional input to the lease re-gear negotiations and subsequent disposal to deliver the best achievable outcome on behalf of the Department.

The appointment will be procured through the Crown Commercial Services (CCS) Estate Management Services (RM6168), Lot 1, framework for a period of 2 years with an option to extend by 1 year.

BACKGROUND TO THE CONTRACTING DEPARTMENT

The Department for Transport ('DfT') is a ministerial department supported by 24 agencies and public bodies including National Highways.

We work with our agencies and partners to support the transport network that helps the UK's business and gets people and goods travelling around the country. We plan and invest in transport infrastructure to keep the UK on the move.

DfT Group Property is an expert property team that provides commercial services and advice to the Department and the Secretary of State for Transport for all property related projects. Our work spans a raft of property services, most notably Property Strategy, Estate and Asset Management, Advice and Assurance, Building Services/Facilities Management and Regeneration and Development. We're working extensively on major infrastructure projects, across all modal sectors, supporting delivery through efficient asset management and professional advice.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The MSA portfolio comprises 21 trading Motorway Service Areas located across England's motorway network. Whilst a majority of motorway service areas were sold into private ownership, the subject MSAs were historically retained by the UK Government to allow for the potential for future road widening schemes. These potential schemes are no longer envisaged and the MSAs are no longer required to be owned by the UK Government.

The properties are located on the highest traffic volume motorway network namely; the M1, M4, M5, M6, M11 and M25. Locations range between Kent through to Manchester.

The majority of the MSAs are twin on line sites, 2 are solus on line and 3 are junction/off line sites. The on line sites are managed by operators as a single trading entity connected by a footbridge or private road. The properties are similar in layout and trading styles, they offer food and beverage, retail and automotive outlets along with at least the minimum statutory facilities.

The SoST owns the freehold of the properties which are subject to occupational leases to 3 private motorway service station operators: Welcome Break, Moto and Road Chef. The properties are held on formal business tenancies protected under the Landlord and Tenant Act (LTA) 1954. The current leases are on ground rents with unexpired lease terms of between 7 and 21 years.

Despite the security of tenure protection offered under the LTA 1954, the relatively short remaining lease terms are restricting the tenants' ability to invest in the properties. The MSA operators have approached DfT regarding the potential opportunity to re-gear the existing leases including extending the lease lengths.

DfT is seeking to dispose of the portfolio within a reasonable timescale, ideally with the existing leases being re-gearred before disposal.

DfT is looking to engage with the operators in respect of the appetite for lease regears and to formulate an acceptable approach for progressing the lease re-gears and subsequent disposal in line with agreed timescales.

DEFINITIONS

Expression or Acronym	Definition
DfT	Department for Transport
ES	Eversheds Sutherland
LTA	Landlord and Tenant Act 1954
MSAs	Motorway Service Areas
NH	National Highways.
SoST	The Secretary of State for Transport

SCOPE OF REQUIREMENT

The Supplier is expected to provide a full range of lease negotiation and disposal consultation as set out in 5.3 -5.6. The requirements may change over the course of the contract due to the nature of the work and the Supplier is expected to work flexibly with the Department to accommodate these where appropriate. The nature of the work may vary depending on the implementation of lease re-gear and/or if the portfolio is disposed of in its entirety or via operator specific portfolios.

The Supplier is expected to mobilise, maintain and coordinate an appropriate depth of senior resources with appropriate skills and experience of Lease Advisory negotiations and Capital Markets transactions. The Supplier team should be able to demonstrate that the team has specific relevant experience of complex lease re-gearing negotiations and in leading capital market disposals with the scale

of receipts envisaged for the MSA portfolio. The Supplier will also need to be experienced in disposals of Government assets at scale and will be required to provide assurances, valuation and disposal reports and support to investment board papers to demonstrate that the Authority has achieved best value at disposal.

Advice is required in relation to the lease re-gear negotiations and terms. The Supplier's lease advisory consultants will be required to meet regularly with the Authority's project team, including DfT's external legal consultants and other consultants as identified by the lead consultant. The Supplier will be required to engage with the MSA operators and their representatives on the Department's behalf.

The Supplier is required to handle the lease re-gear negotiations simultaneously across the portfolio, engaging with all three existing service station operators on the relevant MSAs within restricted timeline.

The Supplier is expected to provide overall disposal advice in addition to the following:

- Advise on appropriate disposal strategy of the MSA portfolio to meet DfT requirements in respect of securing Best Value for its interest.
- Advise on and lead the sale process and negotiations on either a lease re-gear or current lease basis.
- Provide estimated sales values as the project progresses.

The Department must also protect the interests of the Secretary of State for Transport when disposing of, transferring, or altering its interest in the sites. The disposal advice must therefore have consideration for this overarching requirement.

EXPERIENCE AND SKILLS REQUIREMENT

Group Property require a lead consultant with the essential skills, experience, and track record to provide the necessary lease negotiation and disposal consultation support. The lead consultant is expected to provide high quality highly technical and complex commercial advice as and when needed, on all aspects of the work under paragraphs in section 5.

It is expected that the services will be utilised immediately after the contract is awarded. Services will need to be provided on an "as required" basis. No guarantee is or will be given as to the volume of this work.

Skills required:

- Proven working experience in private or public sector organisations linked to the property motorway service area sector.
- Proven experience in undertaking due diligence required for lease re-gear and disposal strategies.
- Proven experience in handling disposals of Alternative (Operational) property sectors portfolios valued over £250m.

- Proven experience in disposing of complex operational real estate portfolios.
- Skilled and experienced in negotiation.
- Excellent written and verbal communication skills.
- Resources to deliver the complex technical advice on the required timeline.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Early market engagement with existing operators.	Within month 1 of Contract Award
2	Completion of portfolio pricing and strategic disposal advice for both scenarios with and without re-gear leases.	Within month 1 of Contract Award
3	Completion of heads of terms following lease negotiations.	No later than October 2023.
4	Commence of marketing for disposal including coordinating the data room with ES with required property due diligence completed.	No later than November 2023.
5	Portfolios under offer then completion.	No later than Q2 2024.

MANAGEMENT INFORMATION/REPORTING

The Supplier is required to prepare regular updates for the Department team and regular contract management meetings will be implemented. The method of update format and occurrence will be agreed with the appointed lead consultant upon instruction. This update should give details of:

- Emerging issues that need to be addressed.
- Risks and opportunities; and
- Actual time and costs incurred to date by activity and estimated time and cost to completion (to be updated on a four-weekly basis that coincides with the Department's internal reporting cycle).

The Supplier will be required to produce monthly timesheets for approval by the Department detailing:

- Work completed by task with appropriate supporting narratives;

- Hours charged together with the name of the person who has carried out the work and their hourly rate;
- Recoverable expenses;
- Approved disbursements.

The Supplier is required to coordinate and work with Eversheds Sutherland, the legal consultants appointed.

The appointed Lead Consultant shall report to the relevant Property Team.

VOLUMES

The nature and volume of work will be varied. The Supplier will require the capacity to adapt to changes in the volume of work over time, and to respond to intensive peaks of workflow at key times.

The Supplier should be aware that the award of the contract does not guarantee the volume of any work to be commissioned.

This specification defines the requirements for specialist commercial property advisers to provide advice to the Department.

Any proposed changes in scope to agreed work products must be discussed and approved by the Department's contract manager and workstream lead before the work is commenced.

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Department's attention and agreed prior to any changes being implemented.

SUSTAINABILITY

Any potential bidders should work to assist the department to create a more efficient estate, in line with the Governments Buying Standards (GBS)
<https://www.gov.uk/guidance/sustainable-procurement-tools>

QUALITY

The Supplier is required to maintain a high-quality service throughout the duration of this contract. In its regular reporting, the Supplier will be expected to be able to provide details of how their firm will ensure that it provides a timely and a consistently high level of service over the life of the contract. This should include:

- How requests for lease negotiations and disposal advice and consultation services will be managed and assigned to the right level of staff (which on occasions may be at short notice) and how costs associated with them will be controlled.
- How the Supplier will ensure that they follow confidentiality requirements.
- How the Supplier will ensure that -written material will be easily comprehensible, using plain English text wherever possible.
- How all advice will be consistent with the Government Legal Department's risk guidance which will be provided post contract.
- Details of quality management processes and support (including details of a named individual with whom quality issues can be raised).
- Details of administrative and other professional support available to the core team.
- How the Supplier will ensure all staff engaged in delivery of the requirement will have up-to-date knowledge of within their respective fields of practice as to how it may affect applications.
- How the Supplier intends to operate effectively with the Department and is on a day-to-day basis, including how the Supplier proposes to engage with the Department's other external Advisers and consultants.

PRICE

Prices are to be submitted via the e-Sourcing Suite, Attachment 4 – Price Schedule, excluding VAT and including all other expenses relating to Contract delivery.

It is expected that the contract will be on a capped time cost basis with a success fee at legal completion of sale. For the purpose of determining applicable rates, the success fee shall be calculated on a per property basis, determined by the mean property value in any portfolio transaction.

The Department requires the Supplier to submit hourly and daily rates for each of the individuals/grades (e.g. partner, senior associate etc) to be used in this contract, alongside the proposed success fee. As further set out in Attachment 2, for the purposes of bidding, the commercial evaluation score will afford equal weight to the Supplier's proposed Weighted Daily Rate and Success Fee. Rates provided within the Pricing Schedule – Attachment 4 should be exclusive of VAT and submitted via the commercial envelope of the DfT Jaggaer procurement portal.

The time cost fee will be capped at a fixed fee of **£90,000.00**, excluding VAT. The success fee shall cover any additional marketing and disposal advice up to and including the receipt of sale proceeds.

The Department is looking to secure excellent value for money from the Supplier and a potential Supplier is encouraged to discount their rates. The Supplier will be

required to provide a solution that offers cost reduction, efficiency and improvement opportunities throughout the contract term. This will include making full use of available resources including non-legal resources (e.g. printing) where it is appropriate and cost effective to do so.

The Supplier is expected to manage resource levels appropriately and should ensure that at every opportunity resources at Partner and Senior Associate grades are suitably allocated and managed to provide the appropriate commercial advice and best value for money.

Payment will not be made in respect of:

- Normal office overheads (e.g. hard copy reports, photocopying and postage, etc.); and
- Internal supervision or checking the work of junior members of the team where duplication provides no demonstrable benefit.

STAFF AND CUSTOMER SERVICE

The Supplier shall provide a sufficient level of resources throughout the duration of the Contract in order to consistently deliver a quality service within the restricted timescale of the project.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Department's vision and objectives and will provide excellent customer service to the Department throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Department will measure the quality of the Supplier's delivery by:

A scoring system of 0 - 10 is used to assess the Supplier's performance in each of the areas measured below:

0 = Completely Dissatisfied

2 = Highly Dissatisfied

4 = Mildly Dissatisfied

6 = Mildly Satisfied

8 = Highly Satisfied

10 = Completely Satisfied

Key performance indicator (KPI)/ service level agreement (SLA):

KPI/SLA	Service Area	KPI/SLA description	Target
1	Deliverables	Overall Project Deliverables: <ul style="list-style-type: none">• How satisfied is the Department with the delivery of the services from the supplier?	8 to 10

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		<ul style="list-style-type: none"> Have all the deliverables been met in accordance with the requirements and expectations on quality? Has the Commercial supplier provided sufficient assurance to their deliverables? 	
2	Staff	<p>Staff Competence:</p> <ul style="list-style-type: none"> How satisfied is the Department with the Project Lead appointed to the project competent and suitably qualified to perform the work required of them by the project? Does the Project Lead communicate effectively, attend regular meetings / conference calls and follow-up accordingly, as required by the project? Are the Project Lead deliverables consistent with the required reporting / evaluations expected by the relevant Passenger Services team? The Project Lead must have a good knowledge of the subject and the environment in which the client operates - client expectations of the Project Leads' and advisors expertise are met. The core team allocated to this requirement should be suitably resourced and have the necessary experience and expertise. 	8 to 10
3	Mobilisation and delivery to programme / project deadlines and exit process	<ul style="list-style-type: none"> Has the Project Lead mobilised in a manner consistent with the team's expectations? How satisfied is the Department with the management by the Project Lead? Has the Project Lead suitably managed project deliverables in a timely manner? If not, has the Project Lead provided suitable notice of any possible delays and/or identified suitable corrective action and acted accordingly? How satisfied is the Department with the delivery of the services from the Project Lead? 	8 to 10

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		<ul style="list-style-type: none"> Have all the deliverables been met in accordance with the requirements and expectations on quality? Is the Department satisfied that the overall programme is under control and achieving agreed timescale? 	
4	Project Management	<ul style="list-style-type: none"> The Department is responsible for the internal reporting on project costs, which is supported by regular Project Leads updates on billing and forecasts. How satisfied is the Department with the Project Leads itemised billing when working on different work streams and time sheets? How satisfied is the Department with the Project Leads billing processes and forecast updates? 	8 to 10
5	Collaboration	It is expected that the Project Lead will be required to collaborate with other external stakeholders including; MSA operators, commercial, legal and technical advisers appointed to work on other workstreams to ensure there is a holistic approach to the advice provided.	8 to 10
6	Knowledge Transfer	It is expected that the Project Lead will attend knowledge sharing meetings with the various workstream leads to share their findings and best practices which may be useful to the Department. Meetings will be agreed and arranged with the Property team and legal consultants as and when required.	8 to 10
7	Risk Management	It is expected that in the course of undertaking the due diligence exercise on the land, the Project Lead will proactively identify and manage any risks which may impact on the coordination and disposal of the land, in addition to advising on the disposal strategy of government land and protecting government interests.	8 to 10

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Department shall meet with the Project Lead to understand the root cause of the issue. The Project Lead shall formulate a rectification plan, as outlined in Joint Schedule 10, to rectify these issues and meet the requirements in this statement.

The Project Lead is expected to assess and score their performance in agreement with the Department on each of the areas identified. Scores and assessment should be completed on the KPI score card (the score card will be provided by the Department during contract inception) and an official copy will be provided to the Department at each regular contract review meeting.

The quality of work will be monitored by the Department's Project team and formally reviewed during contract review meetings. If any issues are identified, the internal DfT lead will meet with the Project Lead to understand the root cause of the issue. The Project Lead shall develop a Performance Improvement Plan to rectify these issues. The progress against any improvement plan implemented will then be reviewed during subsequent contract review meetings.

If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

Information is a key asset and its proper use is fundamental to the delivery of public services. Therefore, there is a continuing need to ensure protection of personal and other sensitive information.

The Department takes data security extremely seriously and applies agreed government security procedures to all Contracts involving the handling of data and 'Official Sensitive' and 'Commercial Sensitive' information.

Due to the highly commercially sensitive nature of this requirement, any potential bidders who have put forward a bid for this requirement are reminded of their confidentiality obligations in the RICS Code of Conduct and in this context that any information obtained by virtue of participating in this further competition, including but not limited to contents of this document, and the Invitation to Tender (ITT) itself, must be kept strictly confidential.

If the potential bidder wishes to share the content of the ITT with a proposed key sub-contractor for the purposes of providing a joint bid for this requirement prior approval from the Department will be required at the clarification question stage. The potential bidder will need to ensure that the key sub-contractor has no potential, or actual conflicts of interest with regards to this requirement.

The Supplier is required to take adequate steps to ensure suitable protection of, and keep confidential, all information received as part of this procurement, including, as necessary, limits on access to IT systems and password protections.

With regard to intellectual property rights (IPR), any outputs from this appointment as Adviser to the Department may be re-used by the Department at its own discretion.

The Supplier are to note that all staff they supply or intend to supply who have regular access to or will be based at the Departments premises have complied with the Department's baseline personnel Security Standard (BPSS) <https://www.gov.uk/government/publications/security-policy-framework>

PAYMENT AND INVOICING

The Supplier will submit monthly timesheets for approval. Once approved these will be converted into invoices payable against the purchase order for the project.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a reference to a timesheet including detailed elemental breakdown of work completed and the associated costs.

Invoices must include the Purchase Order number provided by the Department.

Invoices should be submitted via email at support@sharedservicesarvato.co.uk with a copy sent to the relevant Contract Manager.

The Department requires there to be a clear line of sight from progress reporting (including financial outturn against projection/budget) through to timesheet reporting.

CONTRACT MANAGEMENT

The Supplier will be appointed to manage the call-offs and allocation process. The Supplier should regularly liaise with the contract manager on any call-offs submitted Group Property to ensure that the allocation of work is monitored and managed. Allocations of call-offs should be submitted and formalised by the Statement of Works at Annex 2. The contract will be subject to reviews at quarterly intervals (or as agreed with the Department). This process will provide the opportunity to consider whether the required objectives and outcomes are being delivered to the correct quality and whether value for money is being secured. Attendance at contract review meetings shall be at the Supplier's expense. The Department retains the option to terminate the contract prior to the end date in accordance with the terms of the current legal services framework agreement.

When engaged with work, at the beginning of each task, with long-running tasks reviewed monthly, the Supplier will be required to produce a forecast of the work it expects to undertake, listing the people it intends to use to provide the relevant advice, and the costs it expects to incur for that period. This will need to be agreed with the Department before work commences.

The Supplier is required to prepare regular (monthly or as agreed with the Department, depending on the length and complexity of tasks) management reports that summarise the progress made on each work package. It is expected that this report should include:

- Knowledge management note. Please refer to the KPIs and SLAs detailed in section 15;
- Costs incurred to date in the form of a timesheet detailing: work completed by member of staff, task, hours, rates and recoverable expenses;

- Weekly budget of hours in advance of time incurred. During the subsequent week they are requested to notify the Department in writing of significant deviations (+5%) from that outline budget with a summary of the reason;
- Forecast cost to completion;
- Major issues/risks which may impact on costs or timescales;
- Reasons for changes to the original estimate; and
- Variations which you have been asked to undertake along with associated costs and timescale impact.

The Supplier will be required to produce monthly timesheets for approval by the Department detailing:

- Work completed by task, milestone and workstream;
- Hours charged together with the name of the person who has carried out the work and their daily rate;
- Any agreed exceptional expenses.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

LOCATION

It is expected that the Supplier will work at their own office, but attendance at meetings in London may be required. The Department team's office is based at Great Minster House, 33 Horseferry Road, London SW1P 4DR. However, the Supplier will be required to work effectively with the project team using software, such as Microsoft Teams, adopted by the Department.

Travel to any other venues will need to be approved by the Department prior to any travel arrangements being booked.

CONFLICT OF INTEREST

In the event that the Supplier appointed to this contract is conflicted for an individual workstream, or their conflict status changes during the term of this contract (whether any potential conflict is identified by the Department or by the Supplier), the Department reserves the right to undertake a stand-alone tender for a different Supplier in this instance. An assessment of the risks will be carried out by the Department.

The Department will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to the Department. Therefore, if potential bidders cannot or are unwilling to suitably demonstrate that they have appropriate safeguards to mitigate any risk then their bid will be deemed non-compliant and will be rejected.