

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

**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: Estate Management Services as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

**Part 1: Buyer and Supplier to complete**

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| **Buyer Name** |  |
| **Buyer Contact** |  |
| **Buyer Address** |  |
| **Invoice Address**  **(if different)** |  |
| **Buyer’s Authorised Representative** |  |
| **Buyer’s Data Protection Officer** |  |
| **Buyer’s Environmental Policy** | As outlined in [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual) |
| **Buyer’s Security Policy** | As outlined in [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework) |
| **Security Representative of the Buyer** |  |

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| **Supplier Name** | Jones Lang LaSalle Limited |
| **Supplier Contact** |  |
| **Supplier Address** | 30 Warwick Street  London  W1B 5NH  England |
| **Registration Number:** | 01188567 |
| **DUNS Number** | 227298486 |
| **SID4GOV ID** | N/A |
| **Payment Method** | Via CP&F |
| **Supplier’s Authorised Representative** |  |
| **Supplier’s Contract Manager** |  |
| **Supplier’s Data Protection Officer** |  |
| **Security Representative of the Supplier** |  |
| **Commercially Sensitive Information** | The fee quoted is commercially sensitive. |

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| **Framework Ref** | RM6168 |
| **Call-Off Lot** | Estate Management Services - Lot 3: Agency and Lease Management |
| **Estate Management Services** | Rent Reviews |
| **Call-Off (Order) Ref** | EMS-19716-2022 |
| **Call-Off (Order) Date** | 29-Jul-2022 |
| **Call-Off Charges** | Buyer Guidance |
| **Call-Off Start Date** | 05/08/2022 |
| **Call-Off Expiry Date** | The day falling 15 months after the Call-Off Start Date. |
| **Extension Period** | None |
| **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 **£300,000** |
| **Progress Report Frequency** | Monthly. |
| **Progress Meeting Frequency** | Weekly from January 2023. |

**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**

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| **The requirement** |
| Provide support on the DIO Beacon Unit Rent Reviews (BURR) of its residential leasehold properties, from 24 June 2022 until 30 September 2023.  The consultant is required to assist with the negotiations only of 18 cases already prepared for negotiation and to undertake 30 new high value and London rent reviews, all as allocated by the project manager.  The consultant shall provide copies of the rent review data to DIO, including floor plans, measurements, photos, key comparable evidence, valuations and records of the main elements of the negotiation, especially the landlords provisional agreement. The consultant and DIO team shall collaborate fully to provide mutual support in the interests of achieving best value for the public purse.  The key deliverables are completion of the 18 negotiations by 1st September 2022; the 30 new survey and valuation records by 22nd January 2023; and completion of the 30 new rent review negotiations with provisional agreement from the landlord by 1st April 2023 (longstop 1st September 2023 where the evidence demonstrates a lack of good evidence and landlord holding out for a rent above market rent).  The consultant will provide monthly update reports throughout, and weekly updates from 9th January 2023 onwards until completion of all cases.  The consultant will only be paid for work completed. |

**PERFORMANCE OF THE DELIVERABLES**

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| **Key Staff** |
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| **Key Subcontractors** |
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**CALL-OFF SPECIAL TERMS**

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| **Call-Off Special Term 1** |
| Call-Off Schedule 17 (MOD Terms) applies. |

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| **Call-Off Special Term 2** |
| N/A |

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| **Call-Off Special Term 3** |
| N/A |

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

**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 9 (Minimum Standards of Reliability)
* 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 11 (Installation Works)
* Call-Off Schedule 12 (Clustering)
* 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 17 (MOD Terms)
* 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**

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

Equal opportunity.

## Annex 1 - 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. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      2. Any such further instructions shall be incorporated into this Annex.

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| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller, and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * ***The data will include names, post titles, and contact details (addresses, phone numbers and email addresses) of DIO people and contractors that may assist the project, plus residents of some properties to be surveyed.*** |
| 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 | *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*  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.  Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities. |
| Type of Personal Data | Personal details of each Party’s Personnel engaged in the performance of obligations and day to day management of the Framework Contract:   * Full name * Job title * Organisation name * Business/workplace address * Business/workplace email address * Business/workplace telephone/mobile number(s) * Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises) * Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number) * Registered company details including registered company name, address and company registration number (CRN) * Bank account details for activities related to the Management Charge * Management Information |
| Categories of Data Subject | *Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc*  Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract. This will additionally include affected residents which information is required to be collected for the delivery of the procurement. |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.  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.  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. |