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# **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

<b>Buyer Name</b>	Darren Strachan
<b>Buyer Contact</b>	Darren.Strachan@sabp.nhs.uk
<b>Buyer Address</b>	Sussex Partnership NHS Foundation Trust Swandean, Arundel Road, Worthing, West Sussex, BN13 3EP
<b>Invoice Address (if different)</b>	Shared Business Services, RW8 Payables 4695, Sussex Partnership NHS Foundation Trust PO Box 312, LEEDS, LS11 1HP

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<b>Buyer's Authorised Representative</b>	Corin Anstead, Deputy Director of Finance
<b>Buyer's Data Protection Officer</b>	N/A
<b>Buyer's Environmental Policy</b>	N/A
<b>Buyer's Security Policy</b>	N/A
<b>Security Representative of the Buyer</b>	N/A

<b>Supplier Name</b>	Carter Jonas
<b>Supplier Contact</b>	Richard Waterson
<b>Supplier Address</b>	Mayfield House 256 Banbury Road Oxford OX2 7DE
<b>Registration Number:</b>	OC304417
<b>DUNS Number</b>	734664464
<b>SID4GOV ID</b>	N/A
<b>Payment Method</b>	Phased payment with 75% on issue of draft figures and remainder on submission of final valuation report.  The Supplier shall issue electronic invoices Monthly in arrears via the SBS invoicing portal Tradeshift. The Participating Authority shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice
<b>Supplier's Authorised Representative</b>	Richard Waterson
<b>Supplier's Contract Manager</b>	Divyaa Patel
<b>Supplier's Data Protection Officer</b>	Tim Spencer
<b>Security Representative of the Supplier</b>	Tim Spencer
<b>Commercially Sensitive Information</b>	All pricing and Technical Responses (10 years, Trade Secrets)

<b>Framework Ref</b>	RM6168
<b>Call-Off Lot</b>	Lot 5: Valuation and Compulsory Purchase Orders
<b>Estate Management Services</b>	

Framework Ref: RM6168 Estate Management Services

<b>Call-Off (Order) Ref</b>	
<b>Call-Off (Order) Date</b>	
<b>Call-Off Charges</b>	Buyer Guidance
<b>Call-Off Start Date</b>	11 <sup>th</sup> December 2023
<b>Call-Off Expiry Date</b>	1 <sup>st</sup> April 24
<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.  The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £81,000
<b>Progress Report Frequency</b>	Summary valuation report 31 <sup>st</sup> January 2024 Final Report 31 <sup>st</sup> March 2024
<b>Progress Meeting Frequency</b>	Confirmed at Mobilisation

### **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>
<ol style="list-style-type: none"> <li>1. Property Asset Valuation on MEA Approach – Full Valuation including Inspections as at 01/04/23.</li> <li>2. Property Asset Valuation on MEA Approach – desktop review excluding inspections as at 31/03/24.</li> <li>3. IFRS 16 lease valuations including inspections as at 1/4/23.</li> </ol>

### **PERFORMANCE OF THE DELIVERABLES**

<b>Key Staff</b>
<b>Richard Waterson MRICS – Partner – Richard.waterson@carterjonas.co.uk</b>



<b>Key Subcontractors</b>

**CALL-OFF SPECIAL TERMS**

<b>Call-Off Special Term 1</b>
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<b>Call-Off Special Term 2</b>

<b>Call-Off Special Term 3</b>

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:	Andrew Maddock	Name:	Corin Ansted
Role:	Head of Bid Management	Role:	Deputy Director of Finance
Date:	5/12/23	Date:	6/12/23

## **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 **Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.
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)

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- 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)

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 if not needed

**Note:** The Buyer will update this Order Form to reflect whether or not a guarantee is required once the identity of the Supplier is known. That will depend on whether the availability of guarantees for Call-Off Contracts is a condition of the Supplier being awarded a Framework Contract.

## 1. 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.

1.1.1.1 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 Relevant Authority is Controller and the Supplier is Processor</b></p> <p>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:</p> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>● Business contact details of Supplier Personnel for which the Supplier is the processor,</li> <li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of the CCS' duties under the Contract for which CCS 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



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<p>Nature and purposes of the Processing</p>	<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>
<p>Type of Personal Data</p>	<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>
<p>Categories of Data Subject</p>	<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>