

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

Order Form

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| CALL-OFF REFERENCE: | DfT Reference: TRCF3078A CCS Customer User Number: EMS-28074-2023 |
| THE BUYER: | Department for Transport (DfT) |
| BUYER ADDRESS | Great Minster House 33 Horseferry Road, London, SW1P 4DR |
| THE SUPPLIER: | CBRE Ltd. |
| SUPPLIER ADDRESS: | Henrietta House Henrietta Place London W1G 0NB |
| REGISTRATION NUMBER: | 03536032 |
| DUNS NUMBER: | 235373235 |
| SID4GOV ID: | N/A |

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 **31/10/2023**. 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 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)

Call-Off Schedules for **RM6168**:

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer): Parts C and E only.
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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), Part B
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - 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

As required, the parties will enter into a further agreement to document services as and when requested including red Book Valuations. Such agreements will be subject to the same terms and conditions as this overarching contract.

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CALL-OFF START DATE: **21/09/2023**

CALL-OFF EXPIRY DATE: **21/09/2026**, with the option of extension until **21/09/2027**

CALL-OFF INITIAL PERIOD: Three years, with the option of a further one-year extension

CALL-OFF DELIVERABLES

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

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 **£750,000.00**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

None

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

Framework Ref: RM6168 - Estate Management Services

Project Version: v1.0

Model Version: v3.7

Or post:

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED] | [REDACTED] [@dft.gov.uk](mailto:[REDACTED]@dft.gov.uk)

BUYER'S ENVIRONMENTAL POLICY



DfT Corporate
Environmental Policy

BUYER'S SECURITY POLICY



DfT cyber security
policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Executive Director, UK Development

M: [REDACTED]

E: [REDACTED] [@cbre.com](mailto:[REDACTED]@cbre.com)

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Director, Public Sector

M: [REDACTED]

E: [REDACTED] [@cbre.com](mailto:[REDACTED]@cbre.com)

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

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KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

All methodology, report content, technical information, and any additional pricing 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. Confidential for the duration of the project in the first instance or amended to cover any extension to this call-off contract.

SERVICE CREDITS

Not applicable

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: | Executive Director | Role: | Commercial Relationship Manager |
| Date: | 22/11/2023 | Date: | 28/11/2023 |