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RM6168: Estate Management Services Order Form Template

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

Buyer Name	
Buyer Contact	
Buyer Address	HMNB Devonport, Plymouth. PL2 2BG
Invoice Address (if different)	HMNB Devonport, Plymouth. PL2 2BG
Buyer's Authorised Representative	
Buyer's Data Protection Officer	
Buyer's Environmental Policy	<i>Not applicable for this requirement</i>
Buyer's Security Policy	In accordance with the enclosed Security Aspects Letter (SAL)
Security Representative of the Buyer	

Supplier Name	Jacobs U.K Limited
Supplier Contact	
Supplier Address	London. SE1 2QG
Registration Number:	02594504
DUNS Number	
SID4GOV ID	<i>Not applicable</i>
Payment Method	Payment shall be made via CP&F upon achievement of deliverables.
Supplier's Authorised Representative	
Supplier's Contract Manager	
Supplier's Data Protection Officer	

Security Representative of the Supplier	
Commercially Sensitive Information	

Framework Ref	RM6168
Call-Off Lot	4
Estate Management Services	Surveying and Strategic Advice
Call-Off (Order) Ref	EMS-14469-2021/702313450
Call-Off (Order) Date	
Call-Off Charges	Works: £112,112.00 (Ex VAT) T&S Limit of Liability: £36,720.00 (Ex. VAT)
Call-Off Start Date	24/01/2022
Call-Off Expiry Date	The day falling 3 months after the Call-Off Start Date (31/03/2022).
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 £148,832.00
Progress Report Frequency	Upon Completion of the works.
Progress Meeting Frequency	As required by the technical team.

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

The requirement

To conduct physical site asset surveys & inspections with appropriate project management support that will result in an informed asset condition report.

To provide an adequate and SQEP survey team who will inspect, in accordance with the FCM Methodology, 658 assets across the Devonport Naval Base Estate and as indicated by the FCM buildings asset summary and provided by DIO. This is broken down to:

- a. 431 MoD Assets b. 227 Babcock Assets

PERFORMANCE OF THE DELIVERABLES

Key Staff

Key Subcontractors

Not applicable

CALL-OFF SPECIAL TERMS

Call-Off Special Term 1

Call-Off Schedule 17 (MOD Terms) applies.

Call-Off Special Term 2

Scots Law/ Northern Ireland Law - *Not applicable*

Call-Off Special Term 3

This requirement has been assessed as outside IR35.

A Cyber Risk Assessment has been undertaken and has determined the Cyber Risk Level as MODERATE. Cyber RAR-272292943

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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:	

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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 Schedule 1 (definitions)
- Joint Schedule 3 (Insurance Requirements)

Call-Off Schedules for **RM6168**

- Order Form- Template-Short-Form
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.10)

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

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>The Relevant Authority is Controller and the Supplier is Processor</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> <ul style="list-style-type: none">• <i>Names and contact details of the Authority's representatives in relation to this Contract.</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 of the following Personal Data:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the processor,• Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS

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

Estate Management Services Template (Short Form)

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Categories of Data Subject	<p><i>Staff (including agents, and temporary workers), customers/ clients, suppliers,</i></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>

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