

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

| Buyer Name | Defence Infrastructure Organisation | |
|------------------------|-------------------------------------|--|
| Buyer Contact Redacted | | |
| Buyer Address | Redacted | |
| | | |
| | | |
| Invoice Address | | |
| (if different) | | |
| Buyer's Authorised | Redacted | |
| Representative | | |
| Buyer's Data | Redacted | |
| Protection Officer | | |

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| Buyer's Environmental Policy | |
|--------------------------------------|----------|
| Buyer's Security Policy | Redacted |
| Security Representative of the Buyer | Redacted |

| Supplier Name | Jones Lang LaSalle Limited | |
|--|----------------------------|--|
| Supplier Contact | Redacted | |
| Supplier Address | Redacted | |
| Registration Number: | Redacted | |
| DUNS Number | Redacted | |
| SID4GOV ID | N/A | |
| Payment Method | BACS | |
| Supplier's Authorised Representative | Redacted | |
| Supplier's Contract Manager | Redacted | |
| Supplier's Data Protection Officer | Redacted | |
| Security Representative of the Supplier | Redacted | |
| Commercially Sensitive Information | Redacted | |

| Framework Ref | RM6168 |
|--------------------------|---------------------------------|
| Call-Off Lot | |
| | Lot 1 – Total Estate Management |
| | - |
| | |
| | |
| Estate Management | |
| Services | |
| Call-Off (Order) Ref | |
| Call-Off (Order) | |
| Date | |
| Call-Off Charges | As per agreed fee rates |
| Call-Off Start Date | On completion of signatures |
| Call-Off Expiry Date | 30 April 2025 |

Framework Ref: RM6168 Estate Management Services

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| Extension Period | Extension Possible up to 50% of original contract value. |
|----------------------------|--|
| Maximum Liability | Redacted |
| Progress Report Frequency | As agreed |
| Progress Meeting Frequency | As agreed |

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 | | |
|-----------------|--|--|
| Dadadad | | |
| Redacted | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PERFORMANCE OF THE DELIVERABLES.

| Key Staff | |
|--------------------|--|
| Redacted | |
| Key Subcontractors | |

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| NI/A | | |
|----------------|--|--|
| IN/ <i>F</i> A | | |

CALL-OFF SPECIAL TERMS

| | SALE OF OF LOWE FERMIO | | |
|-------------------------|------------------------|--|--|
| Call-Off Special Term 1 | | | |
| | | | |

| Call-Off Special Term 2 | |
|-------------------------|--|
| | |

| Call-Off | Special | Term 3 |
|----------|---------|--------|
|----------|---------|--------|

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|------------|---------------------------------|------------|
| Signature: | Redacted | Signature: | Redacted |
| Name: | Redacted | Name: | Redacted |
| Role: | Redacted | Role: | Redacted |
| Date: | 14/05/2024 | Date: | 15/05/2024 |

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)

Framework Ref: RM6168 Estate Management Services

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- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law)
- 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

Buyer guidance: Insert any requirements under the Social Value Act 2012 or 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 | 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: |
| | It is not anticipated that any personal data will be involved in this procurement. If it transpires to be the case, then data protection regulations will apply. |
| | The Supplier is Controller and the Relevant Authority is Processor |
| | 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: |
| | It is not anticipated that any personal data will be involved in this procurement. If it transpires to be the case, then data protection regulations will apply. |

Framework Ref: RM6168 Estate Management Services

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- 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

The Parties are Joint Controllers

The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

- It is not anticipated that any personal data will be involved in this procurement. If it transpires to be the case, then data protection regulations will apply.
- 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

The Parties are Independent Controllers of Personal Data

The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- Business contact details of Supplier Personnel for which the Supplier is the Controller,
- 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,

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| | It is not anticipated that any personal data will be involved in this procurement. If it transpires to be the case, then data protection regulations will apply. |
|--|--|
| Duration of the Processing | N/A |
| Nature and purposes of the Processing | N/A |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |
| Plan for return and destruction of the data once the Processing is complete | N/A |
| UNLESS requirement under Union or Member State law to preserve that type of data | |