Order Form

CALL-OFF REFERENCE: Project 24343

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Cushman & Wakefield Debenham Tie Leung

Limited

SUPPLIER ADDRESS: 125 Old Broad St, London EC2N 1AR

REGISTRATION NUMBER: 02757768

DUNS NUMBER: REDACTED

SID4GOV ID:

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date] of issue.

It's 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

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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
- 2. The Special Terms
- 3. Call-Off Schedule 20 (*Call-Off Specification*) including Annex 1: Property Data Pack
- 4. The following Schedules (Joint and Call-Off Schedules) in equal order of precedence (all as amended by the Special Terms):
 - i. Joint Schedule 1 (Definitions)
 - ii. Joint Schedule 2 (Variation Procedure)
 - iii. Joint Schedule 3 (Insurance Requirements)
 - iv. Joint Schedule 4 (Commercially Sensitive Information)
 - v. Joint Schedule 5 (Corporate Social Responsibility & Buyer Policies)
 - vi. Joint Schedule 6 (Key Subcontractors)
 - vii. Joint Schedule 7 (Financial Difficulties)
 - viii. Joint Schedule 8 (Guarantee)
 - ix. Joint Schedule 9 (Minimum Standards of Reliability)
 - x. Joint Schedule 10 (Remedies in the event of inadequate performance)
 - xi. Joint Schedule 11 (Processing Data)
 - xii. Joint Schedule 12 (Supply Chain Visibility)
- 5. Call-Off Schedules:
 - i. Call-Off Schedule 1 (Transparency Information)
 - ii. Call-Off Schedule 2 (Staff Transfer)
 - iii. Call-Off Schedule 3 (Continuous Improvement and Savings)
 - iv. Call-Off Schedule 4 (Call Off Tender)
 - v. Call-Off Schedule 5 (Pricing Details)
 - vi. Call-Off Schedule 6 (ICT Services)
 - vii. Call-Off Schedule 7 (Key Supplier Staff)
 - viii. Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - ix. Call-Off Schedule 9 (Security)
 - x. Call-Off Schedule 10 (Exit Management)
 - xi. Call-Off Schedule 13 (Implementation Plan and Testing)
 - xii. Call-Off Schedule 14 (Service Levels including Performance Management Scheme)
 - xiii. Call-Off Schedule 15 (Call-Off Contract Management)
 - xiv. Call-Off Schedule 16 (Benchmarking)
 - xv. Call-Off Schedule 18 (Background Checks)

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.

The CALL-OFF SPECIAL TERMS have been incorporated into the CCS Core Terms (version 3.0.10)

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CALL-OFF START DATE: 18 September 2022

CALL-OFF EXPIRY DATE: 31st October 2026

CALL-OFF INITIAL PERIOD: 4 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

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 12.1.1 of the Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,200,000 (two million two hundred pounds).

The Estimated Charges in the first 12 months of the Contract are £2,200,000 (two million two hundred pounds).

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 in accordance with the express terms of the Call-Off Contract

REIMBURSABLE EXPENSES

No expenses can be recovered under this contract.

PAYMENT METHOD

Please refer to the Call-Off Schedule 5 (*Pricing Details*) for the full information regarding invoice payments.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Please refer to Joint Schedule 5 (Corporate Social Responsibility & Buyer Policies)

BUYER'S SECURITY POLICY

Please refer to Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

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PROGRESS REPORT FREQUENCY

Please refer to Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY

Please refer to Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S) Appendix 5 – Sub-Contractor List

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels including Performance Management Scheme)

The **Service Credit Cap**: for each Service Period, 80% of the Supplier's Profit on core fees.

The **Service Period**: the relevant service period for a performance indicator as set out at Annex A to Part A of Call-Off Schedule 14 (*Service Levels including Performance Management Scheme*).

A **Critical Performance Failure:** occurs where the Supplier accrues 1200 Service Failure Points or more within any three (3) month period. The calculation of Service Failure Points will be in accordance with the Performance Management Scheme as set out in Annex A to Part A of Call-Off Schedule 14 (*Service Levels including Performance Management Scheme*). This provides the Buyer with the right to terminate the entire Contract.

ADDITIONAL INSURANCES

Please refer to Joint Schedule 3 (Insurance Requirements)

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (*Guarantee*)

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)

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The corporate seal of the Secretary of (a) State for Work and Pensions is hereunto (a) affixed and authenticated by: (b)	SEAL OF THE SECRETARY OF STATE FOR WORK AND PENSIONS
NAME	
REDACTED	
Authorised Signatory	
Executed as a deed by acting by [a director and its secretary][two directors]:)
REDACTED	REDACTED
Signature of Director	Director's name
REDACTED	.REDACTED

Director's name

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

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Project Version: v1.0 Model Version: v3.6

Signature of Director]