



Crown
Commercial
Service

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:

Part 1: Buyer and Supplier to complete

| | |
|--|--|
| Buyer Name | Defence Science & Technology Laboratory (DSTL) |
| Buyer Contact | Redacted under FOI Act: Section 40 (Personal Information) |
| Buyer Address | Building 106, Porton Down, Salisbury, Wiltshire, SP4 0JQ |
| Invoice Address (if different) | Electronic, via BACS |
| Buyer's Authorised Representative | Redacted under FOI Act: Section 40 (Personal Information) |
| Buyer's Data Protection Officer | N/A |
| Buyer's Environmental Policy | Ministry of Defence Climate Change and Sustainability Strategic Approach - GOV.UK (www.gov.uk) |
| Buyer's Security Policy | Government Functional Standard GovS 007: Security - GOV.UK (www.gov.uk) Due to the way in which Dstl operates, only UK nationals may be employed on this work, requiring a minimum security clearance of SC |
| Buyer's Security Representative | dstl-emr@dstl.gov.uk |

| | |
|-------------------------|--|
| Supplier Name | Avison Young (UK) Limited |
| Supplier Contact | Redacted under FOI Act: Section 40 (Personal Information) (Contract Delivery Lead) (AY CCS F/W Manager) |

| | |
|---|---|
| Supplier Address | 3 Brindleyplace, Birmingham, B1 2JB |
| Registration Number: | 06382509 |
| DUNS Number | 21-015-8990 |
| SID4GOV ID | 21-015-8990 |
| Payment Method | BACS |
| Supplier's Authorised Representative | Redacted under FOI Act: Section 40 (Personal Information) |
| Supplier's Contract Manager | Redacted under FOI Act: Section 40 (Personal Information) |
| Supplier's Data Protection Officer | Redacted under FOI Act: Section 40 (Personal Information) |
| Supplier's Security Representative | Redacted under FOI Act: Section 40 (Personal Information) |
| Commercially Sensitive Information | Commercial pricing |

| | |
|-----------------------------------|--|
| Framework Ref | RM6168 |
| Call-Off Lot | Lot 6 |
| Estate Management Services | Business Rates |
| Call-Off (Order) Ref | EMS-35643-2024 |
| Call-Off (Order) Date | 03/03/2025 |
| Call-Off Charges | Annual fixed fee - £12,500 + VAT Fixed fee per property - As per proposal Performance related fee - 10% of total rates savings achieved |
| Call-Off Start Date | 03/03/2025 |
| Call-Off Expiry Date | The day falling 60 months after the Call-Off Start Date. |
| Extension Period | None |
| Maximum Liability | <p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is</p> <p>In the unlikely event that we recommend proceeding to a Valuation Tribunal we will charge on a time basis under the time charge rates within the CCS Framework. The RICS Code of Professional Practice "Surveyors Acting as Expert Witnesses" states that a contingency fee for Tribunal work is incompatible with the duty of an expert witness. To avoid any conflict with this Code of Practice we charge for tribunal work on a time basis subject to a budget which we will agree with you at the outset.</p> <p>The Government has also introduced a fee for submitting an appeal to the Valuation Tribunal, although this is refundable, if successful. This is currently £300 per appeal but may increase. This would be an additional charge to DSTL.</p> <p>Advice for business rate liabilities for major projects will vary considerably in terms of their complexity. Small additions and extensions, demolitions and relatively straightforward issues will be included in our annual fixed fee above. More complex cases will be treated separately, and we propose agreeing specific time related/fixed fees as they arise.</p> |


| | |
|-----------------------------------|--------------|
| Progress Report Frequency | Annually |
| Progress Meeting Frequency | To be 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 |
|--|
| As per attached proposal: |
|  DSTL Fee Proposal 3.2024.pdf |

PERFORMANCE OF THE DELIVERABLES

| Key Staff |
|---|
| Redacted under FOI Act: Section 40 (Personal Information) |
| Key Subcontractors |
| N/A |

CALL-OFF SPECIAL TERMS

| Call-Off Special Term 1 |
|---|
| Call-Off Schedule 17 (MOD Terms) applies. |

| 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 under FOI Act: Section 40 (Personal Information) | Signature: | Redacted under FOI Act: Section 40 (Personal Information) |
| Name: | Redacted under FOI Act: Section 40 (Personal Information) | Name: | Redacted under FOI Act: Section 40 (Personal Information) |

| | | | |
|-------|------------|-------|--------------------|
| Role: | Principal | Role: | Commercial Manager |
| Date: | 06/03/2025 | Date: | 17/04/2025 |

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 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 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)
- 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

Social Responsibility – Tackling economic inequality

1.2.2 Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

Service Levels and Performance

The Client will measure the quality of the Contractors delivery by:

| KPI/SLA | Service Area | KPI/SLA description | Target |
|---------|---------------------|--|--------|
| 1 | Delivery timescales | The Contractor will respond to general enquiries within 5 working days. | 95% |
| 2 | Delivery timescales | The Contractor will provide payment Schedules within five working days of authorisation for payment. | 98% |
| 3 | Delivery timescales | The Contractor will respond to lease apportionment requests within 10 working days. | 95% |

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"> Personal data is at Business Card level detail as per Security Aspects Letter (SAL) |
| 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><i>The purpose might include: employment processing, statutory obligation, recruitment assessment 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><i>Business Card level data</i></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"> • 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 |
| Categories of Data Subject | <p><i>Business Card level data</i></p> <p>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</p> |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | <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> |