

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

Order Form

CALL-OFF REFERENCE: **PS22210**

THE BUYER: **UK Research and Innovation (UKRI)**

BUYER ADDRESS Polaris House, North Star Avenue, Swindon, SN2 1UH

THE SUPPLIER: **AVISON YOUNG (UK) LIMITED**

SUPPLIER ADDRESS: 3 Brindley Place, Birmingham, B1 2JB, UK

REGISTRATION NUMBER: 

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th December 2022

It's issued under the Framework Contract with the reference number RM6168 for the provision of Estate Management services.

CALL-OFF LOT(S):

- Lot5 Valuation and Compulsory Purchase Orders

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)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**

Framework Ref: RM6168 – Estates Management Services

Project Version: v1.0

Model Version: v3.1

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:	None
CALL-OFF START DATE:	31 December 2022
CALL-OFF EXPIRY DATE:	31 March 2025
CALL-OFF INITIAL PERIOD:	3 Years 3 Month

CALL-OFF DELIVERABLES

This Call-Off contract is for Avison Young to provide valuation service of property at Blyth comprising the National Renewable Energy Centre for UK Research and Innovation - Innovate UK, comprising of a range of energy research and test facilities as well office accommodation, as detailed below:

- The National Wind Development Centre (Fujin) – a test facility for wind turbine drive trains
- Blade Test 1 – a test facility for small wind turbine blades
- Blade Test 2 – a test facility for large wind turbine blades
- Marine Test Centre (Nautilus) – a test facility for marine devices
- Offshore House – offices
- Charles Parsons Technology Centre – a test facility for electrical components
- Ark Royal House – offices
- Dive Shed – storage facility
- 3 former dry docks
- Training Tower
- Robotic & Autonomous Systems building – new facility under construction at the head of Dock 2

Full details are set in the Mini Competition document under section 4 – Specification as well as the response that Avison Young has submitted in relation to questions PROJ1.1 that is attached under Call Off Schedule 4.

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 [REDACTED] excluding VAT

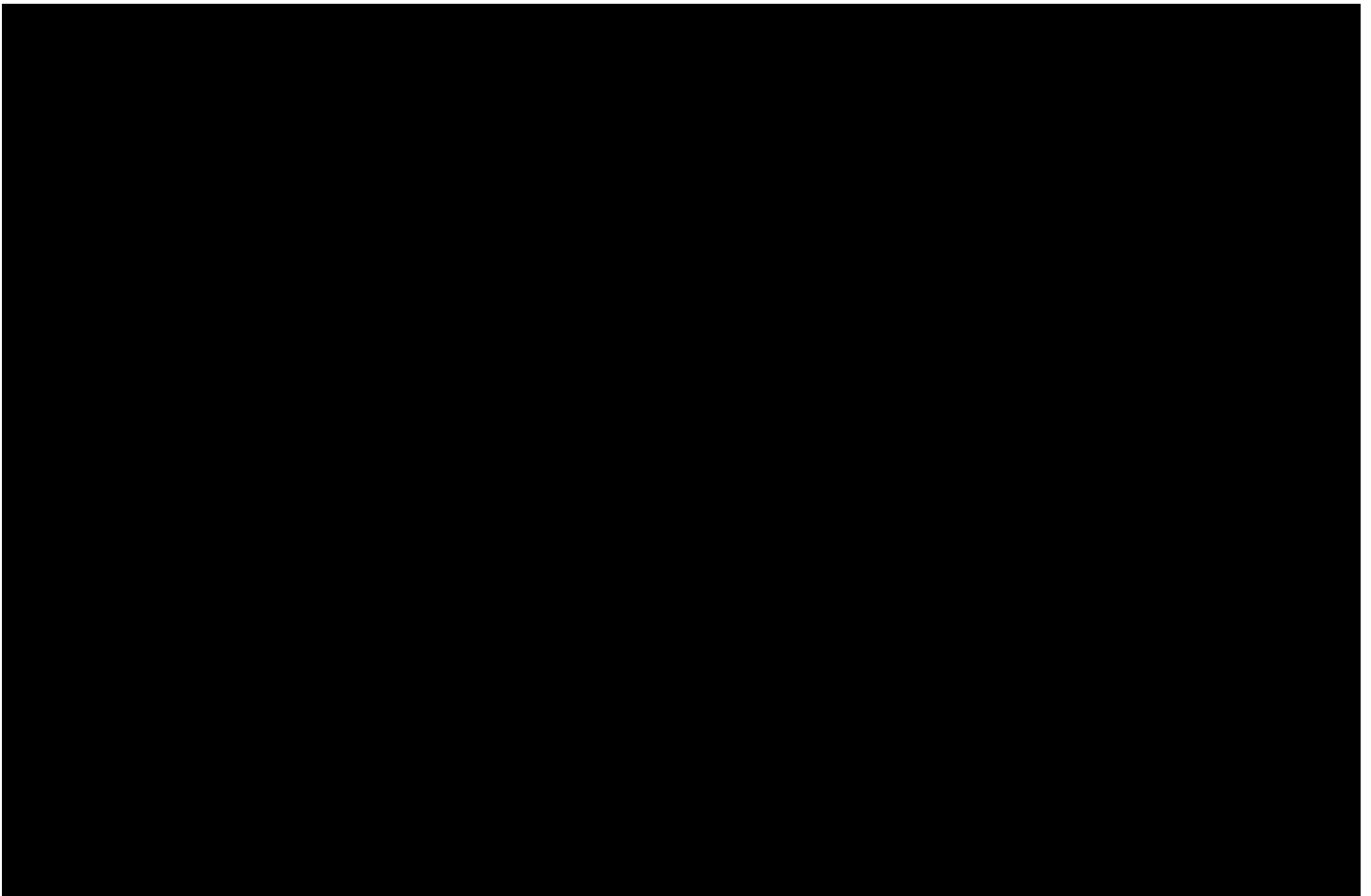
CALL-OFF CHARGES ■

The maximum Call-Off Contract value include any optional extension shall not exceed £15,000 excluding VAT.

[REDACTED]

Optional extension (year 4 & 5) price [REDACTED] excluding VAT for each year if the Contracting Authority shall wish to utilise the optional extension.

A full breakdown of cost can be found in AW5.2 completed pricing schedule as per below.



PAYMENT METHOD

Payment is to be made annually on completion of the annual report following the successful submission of a valid invoice. The Contracting Authority shall pay the Supplier within thirty (30) days of receipt of the valid Invoice.

Please ensure that the Purchase Order number is quoted on all invoicing.

BUYER'S INVOICE ADDRESS:

Invoices to be submitted to: UK Shared Business Services
C/O Innovate UK
Polaris House, Swindon, Wiltshire, SN2 1FL

Emails sent to: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Email address: [REDACTED]
Address: Polaris House, North Star Avenue, Swindon, SN2 1UH

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Role: Director
Email address: [REDACTED]
Address: 3 Brindley Place, Birmingham, B1 2JB, UK

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]
Role: Director
Email address: [REDACTED]
Address: 3 Brindley Place, Birmingham, B1 2JB, UK

PROGRESS REPORT FREQUENCY

This is to be discussed and agreed between Avison Young and Contracting Authority

PROGRESS MEETING FREQUENCY

This is to be discussed and agreed between Avison Young and Contracting Authority

KEY STAFF

Name: [REDACTED]
Role: Account Manager (Director)
Email address: [REDACTED]
Address: 3 Brindley Place, Birmingham, B1 2JB, UK

Name: [REDACTED]
Role: Assistant Manager (RICS Registered Valuer)
Email address: [REDACTED]
Address: 3 Brindley Place, Birmingham, B1 2JB, UK

Signature

For and on behalf of the Supplier		For and on behalf of the Buyer	
Avison Young (UK) Ltd:		UK Research and Innovation:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Director	Role:	
Date:	09/01/2023	Date:	

Joint Schedule 1 (Definitions)

Full details can be downloaded via link below:

<https://www.crowncommercial.gov.uk/agreements/RM6168> under Documents

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:		
Contract name:		
Contract reference number:		
Details of Proposed Variation		
Variation initiated by:		
Variation number:		
Date variation is raised:		
Proposed variation		
Reason for the variation:		
An Impact Assessment shall be provided within:		
Impact of Variation		
Likely impact of the proposed variation:		
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: •	
Financial variation:	Original Contract Value:	£
	Additional cost due to variation:	£
	New Contract value:	£

- This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation. Signed by an authorised signatory for and on behalf of the Buyer

Signed by an authorised signatory to sign for and on behalf of Avison Young

Signature

Date

Name

(in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of UK Research and Innovation (Innovate UK)

Signature

Date

Name

(in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

• The insurance you need to have

- i. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - i. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - ii. the Call-Off Contract Effective Date in respect of the Additional Insurances.
- ii. The Insurances shall be:
 - i. maintained in accordance with Good Industry Practice;
 - ii. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - iii. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - iv. maintained for at least six (6) years after the End Date.
- iii. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

7. How to manage the insurance

- i. Without limiting the other provisions of this Contract, the Supplier shall:
 - i. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - ii. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - iii. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

evidence of placing cover representing any of the Insurances to which it is a party.

8. What happens if you aren't insured

- i. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- ii. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

9. Evidence of insurance you must provide

- i. The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

10. Making sure you are insured to the required amount

- i. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

11. Cancelled Insurance

- i. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- ii. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

12. Insurance claims

- i. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables,

the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- ii. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- iii. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- iv. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX REQUIRED INSURANCES

- The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
 - o professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds £2,000,000
 - o public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds £2,000,000
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds £5,000,000

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - appropriate safeguards are taken to protect the workers' health and safety; and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

- 2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Framework Ref: RM6168 – Estates Management Services

Project Version: v1.0

Model Version: v3.1

