

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Ministry of Housing,
Communities &
Local Government

Dear Sirs

Letter of Appointment

This letter of Appointment dated 29 July 2020, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CPD/004/120/205
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	OFR Consultants Ltd ("Supplier")

Effective Date:	03 August 2020
Expiry Date:	End date of Initial Period 02 August 2022 End date of Maximum Extension Period 02 February 2023 Minimum written notice to Supplier in respect of extension: 14 days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B.
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Key Individuals:	[Redacted]
Guarantor(s)	Not Required

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Contract Charges (including any applicable discount(s), but excluding VAT):	£449,000.00 excl VAT. As set out in the Supplier's price response attached at Annex B.
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim. Additional employers' liability insurance with a minimum limit of £1 million indemnity. Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £5 million in the aggregate. Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim.
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms); 125% of the Contract charges payable to the Supplier under this Contract.
Customer billing address for invoicing:	TBC

GDPR	Not applicable at the outset of the contract. <i>If the need for processing of personal data arises, the parties will complete Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).</i>
Alternative and/or additional provisions (including Schedule 8 (Additional clauses)):	None

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FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

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ANNEX A

Customer Project Specification

As set out in the Customer's document ref "*02_Attachment 3 - Statement of Requirements Balconies v1*" dated 22 May 2020.

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ANNEX B

Supplier Proposal

As set out in the Supplier's proposal ref "*03_200701-Q01-ITT_3373_response-FP-CIC*" dated 01 July 2020 and price response ref "*04_Attachment 4 - Price Schedule Balconies v1-Final*" dated 01 July 2020.

Part 2: Contract Terms

As set out in document ref “05_CPD_004_120_205; RM6018-Contract-terms_v1.0”.