

Crown Commercial Service DPS Schedule 6 (Order Form and Order Schedules)

Call – Off Order Form

CONTRACT REFERENCE NUMBER: **CPD4122184**

THE BUYER: **Department for Levelling Up, Housing & Communities**

ADDRESS: Fry Building, 2, Marsham Street, London, SW1P 4DF

THE SUPPLIER: Mott Macdonald Ltd

SUPPLIER ADDRESS: Mott MacDonald House,
8-10 Sydenham Road,
Croydon, CRO 2EE

ORDER START DATE: 25th January 2023

ORDER EXPIRY DATE: 24th January 2024

ORDER INITIAL PERIOD: 1 Year

EXTENSION OPTIONS: 4 extension periods each of 1 year's duration at the buyer's sole discretion.

APPLICABLE DPS CONTRACT

This Call – Off Order Form is for the provision of the Deliverables specified in the Buyers Statement of Requirement and incorporated into ITT reference number CPD/004/122/184 dated 2nd September 2022 for the provision of Client Side Support Services (CSSP).

CALL – OFF ORDER CONTRACT INCORPORATED TERMS

The following terms shall apply to the Call- Off Order Contract:

| Contract Type | Check relevant box below to apply applicable terms: |
|--|--|
| Annex A – CCS Public Sector Contract (PSC) Terms | <input checked="" type="checkbox"/> |
| Annex B – NEC4 Terms | <input type="checkbox"/> |
| Annex C – NEC 3 Terms | <input type="checkbox"/> |
| Annex D – JCT Terms | <input type="checkbox"/> |

Where a box is not checked above that annex (and the terms specified therein) shall not apply to the Call – Off Order Contract.

ANNEX A PUBLIC SECTOR CONTRACT

The following documents are incorporated into this Core Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. The Order Form including the Order Special Terms and Order Special Schedules, but excluding Appendices B-D of the Order Form;
2. Joint Schedule 1(Definitions and Interpretation) RM6242
3. DPS Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6242

- Joint Schedule 1 (Definition and Interpretation)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility) RM6242.
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 Not Used
- Joint Schedule 8 Not Used
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 Not Used

- Order Schedules for RM6242

- Order Schedule 1 (Transparency Reports – NOT USED)
- Order Schedule 2 (Staff Transfer – NOT USED)
- Order Schedule 3 (Continuous Improvement)
- Order Schedule 4 **REDACTED**
- Order Schedule 5 **REDACTED**
- Order Schedule 6 (ICT Services)
- Order Schedule 7 **REDACTED**
- Order Schedule 8 (Business Continuity & Disaster Recovery)
- Order Schedule 9 (Security Part B)
- Order Schedule 10 (Exit Management)
- Order Schedule 11 (Installation Works – NOT USED)
- Order Schedule 12 (Clustering – NOT USED)
- Order Schedule 13 (Implementation Plan – NOT USED)
- Order Schedule 14 (Service Levels)
- Order Schedule 15 (Contract Management)

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- Order Schedule 16 (Benchmarking – NOT USED)
- Order Schedule 17 NOT USED
- Order Schedule 18 (Background Checks)
- Order Schedule 19 NOT USED
- Order Schedule 20 **REDACTED**
- Order Schedule 21 NOT USED
- Order Schedule 22 NOT USED
- Order Schedule 23 NOT USED

5. Core Terms RM6242

6. Joint Schedule 5 (Corporate Social Responsibility) RM6242.

No other terms (including Supplier Terms) are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL – OFF ORDER CONTRACT SPECIAL TERMS

The following Special Terms are incorporated into this Call – Off Order Contract:

In the event the Buyer implements changes to the CSSP delivery model, and the Deliverables as set out in the Buyer's Statement of Requirements, the Buyer shall give the Supplier a minimum of 1 months' notice and shall work with the Supplier to set mobilisation timescales in accordance with Paragraph 6.7 of Order Schedule 20 – Specification/SOR.

Where expenditure is expected to exceed the estimated total contract value across the contract duration, the Buyer at its sole discretion reserves the right to prioritise the procurement of a new contract at the earliest possible opportunity over a variation to the existing contract.

The Buyer at its sole discretion may Novate this Call – Off Order Contract to its CSP Supplier (formally Operational Engine Room Supplier) when appointed at any time during the validity of this Call-Off Order Contract.

The volumes and monetary values stated in this Call-Off Order Contract are notional and based on estimated figures. Decisions to adjust volumes of projects allocated to CSSP's will be taken at the Buyer's sole discretion.

The Buyer reserves the right to develop the CSSP delivery method in order to most effectively meet the evolving needs of the programme. Further details on anticipated changes are set out in sections 6 and 9 of Order Schedule 20 – Specification/SOR.

DELIVERABLES

CSSP Services as set out in the Buyer's Specification/Statement of Requirement (Schedule 20) and in the Supplier's Tender Proposal appended to Order Schedule 4.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

CALL – OFF CONTRACT ORDER CHARGES

REDACTED

N.B. These are notional charges which are linked to estimated volumes of work which will vary in accordance with actual allocations. A breakdown of charges is set out in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

payment Monthly via Bacs in accordance with work completed and on presentation of a valid invoice.

BUYER'S INVOICING ADDRESS:

CP2P Team, DLUHC
4th Floor, High Trees
Hillfield Road
Hemel Hempstead, HP2 4XN
clginvoices@levellingup.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

As specified in the Buyer's Statement of Requirement (Schedule 20 and CM Requirements Schedule 15)

PROGRESS MEETING FREQUENCY

As set out in the Buyer's Statement of Requirement (Order Schedule 20 and CM Requirements Order Schedule 15)

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

None at present, should there be a need in the future this must be agreed in writing with the Buyer and Joint Schedule 6 shall have full application.

GDPR

It is not envisaged at this time that there will be any requirement for processing personal data , should this change then GDPR will have full application to this contract as per clause 14 of the CCS overarching core contract terms and the parties shall *complete and fully comply with Joint Schedule 11 (Processing, Personal Data*

and Data Subjects) which is included as a schedule within this Call – Off Order Contract.

SERVICE CREDITS & FINANCIAL COMPENSATIONS

As set out in in Order Schedules 14

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call – Off Order Contract, that it will comply with the social value commitments specified in Order Schedule 20 (Specification/SOR) and in their Tender Proposal which is appended to Order Schedule 4.

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| | | | |
|------------------------------------|------------------|---------------------------------|--|
| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
| Signature: | REDACTED | Signature: | |
| Name: | REDACTED | Name: | |
| Role: | REDACTED | Role: | |
| Date: | 28 February 2022 | Date: | |