

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

Order Form

CALL-OFF REFERENCE: **CCOW21A01**

THE BUYER: **Department for Work and Pensions**

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

THE SUPPLIER: **Castle Water Limited**

SUPPLIER ADDRESS: **1 Boat Brae, Rattray, Blairgowrie, PH10 7BH**

REGISTRATION NUMBER: **SC475583**

DUNS NUMBER: **220084428**

SID4GOV ID:

This Order Form is for the provision of the Call-Off Deliverables and dated 4th May 2021

It's issued under the Framework Contract with the reference number RM6178 Water, Wastewater and Ancillary Services (2) for the provision of Water, Wastewater and Ancillary Services

CALL-OFF LOT(S):
Lot 1

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) RM6178 Water, Wastewater and Ancillary Services (2)
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6178 Water, Wastewater and Ancillary Services (2)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) – **Not Used**
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) – **Not Used**
 - Joint Schedule 9 (Minimum Standards of Reliability) – **Not Used**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6178 Water, Wastewater and Ancillary Services (2)
 - 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) – **Not Used**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) - **Not Used**
 - 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 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering) – **Not Used**
 - Call-Off Schedule 13 (Implementation Plan and Testing) - **Not Used]**
 - 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) – **MOD USE ONLY**

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- Call-Off Schedule 18 (Background Checks) – **N/A**
 - Call-Off Schedule 19 (Scottish Law) – **N/A**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – **N/A**
 - Call-off Schedule 22 (Lease Terms) – **N/A**
4. CCS Core Terms (version 3.0.8)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6178 Water, Wastewater and Ancillary Services (2)
 6. Call-Off Schedule 4 (Supplier Response) 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 START DATE: **1st July 2021**

CALL-OFF EXPIRY DATE: **30th April 2023**

CALL-OFF INITIAL PERIOD: **up to 2 years**

CALL-OFF EXTENSION OPTION: **N/A**

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 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £XXXXXX Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)
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 because of:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

NOT APPLICABLE

PAYMENT METHOD

The standard billing option unless amended by the Buyer at Call Off stage is for all billing to require payment to be made in arrears (30 days net of receipt of invoice).

Payment terms will be Monthly.

Consolidated billing required.

BUYER'S INVOICE ADDRESS:

FAO -
Optimised Energy
Kings Court
87-89 High Street
Nailsea
Bristol
BS48 1AW

BUYER'S AUTHORISED REPRESENTATIVE

Utilities, Energy & Sustainability Lead Manager
People, Capability and Place | Department for Work and Pensions | Room BP5101 |
Benton Park View | Newcastle | Tyne and Wear | NE98 1YX |

BUYER'S ENVIRONMENTAL POLICY

The supplier shall ensure all applicable environmental protection standards and legislation are met, followed up and adhered to.

The supplier is required to comply with DWP's sustainability policies, processes and the Greening Government Commitments (GGCs). Where relevant, the supplier will also support DWP Estates' Carbon and Water Management Plan and Sustainability Management Plan.

Where relevant, all products specified or procured must at least comply with Mandatory Level Government Buying Standards. Where practically and financially possible "Best Practice" or above should be sought. If appropriate, all products should also meet the requirements of the EU Energy Efficiency Directive 2012.

The supplier is strongly encouraged to provide regular guidance on innovative solutions and emerging technologies to support the Authority in delivering its sustainability agenda and the Greening Government Commitments, in particular the requirement to reduce water consumption. This might include advice on water

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efficiencies, including any assistance to identify leaks within the system to reduce consumption and increase efficiency.

For any sites requiring trade effluent discharge consents, the supplier will support the Authority to ensure compliance is achieved and if necessary, advise a suitable sampling regime.

The principles of the DWP Sustainable Procurement Strategy should be followed, and the contract should be delivered in line with DWP's Sustainability Objectives outlined in the 2021/22 Departmental Plan (to help deliver the government's 25 Year Environment Plan).

BUYER'S SECURITY POLICY

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted
Castle Water Limited
1 Boat Brae
Ratray
Blairgowrie
PH10 7BH

SUPPLIER'S CONTRACT MANAGER

Redacted
Castle Water Limited
1 Boat Brae
Ratray
Blairgowrie
PH10 7BH

PROGRESS REPORT FREQUENCY

Weekly during mobilisation, with a view to moving to monthly: On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Weekly during mobilisation, with a view to moving to Monthly: on the first Working Day of each calendar month

KEY STAFF

Redacted

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KEY SUBCONTRACTOR(S)

Morrison Data Services Water limited
Metering Technology Solutions Limited
Mabbett & Associates Limited
M&S Water Services (Utilities) Limited
Water Direct Limited

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 5 Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Head of Industrial and Commercial	Role:	Deputy Director
Date:	23/6/21	Date:	10 June 2021