

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: 708821450 (DMRDPS - OPP-27759 – 2023)

THE BUYER: Defence Infrastructure Organisation

BUYER ADDRESS: St George's House, DMS Whittington, Lichfield, Staffordshire,
WS14 9PY

THE SUPPLIER: Mitie Limited

SUPPLIER ADDRESS: Level 12 The Shard, 32 London Bridge Street, London, SE1
9SG

REGISTRATION NUMBER: 02938041

DUNS NUMBER: 231384041

DPS SUPPLIER REGISTRATION SERVICE ID: **[Insert if known]**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 05/06/2024.
It's issued under the DPS Contract with the reference number DMRDPS - OPP-27759 - 2023 for the provision of Prometheus Wave 2 Stage 3-6 Design & Build CE Region.

DPS FILTER CATEGORY(IES):

- Design and Feasibility Study, Installation, Servicing, Maintenance and Support, End to end service
- North West (England), East Midlands (England), East of England
- £2,000,000 - £4,999,999, £5,000,000 - £9,999,999

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

CONTRACT STRUCTURE OPTIONS

The following Parts of this Order Form apply to the Order Contract. Any unchecked Parts **do not** apply to the Order Contract:

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Part A (DPS Core Terms Order Contract)	<input type="checkbox"/>
Part B (Industry Terms Order Contract)	X
Part C (Updates to Industry Terms Order Contracts)	<input type="checkbox"/>

ORDER FORM PART B

INDUSTRY TERMS ORDER CONTRACTS

This Part B shall apply only if selected in the Contract Structure Options section above.

By signing this Order Form and entering into the Contract, the Supplier:

1. acknowledges and confirms it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier;
2. agrees the Buyer will not be liable for errors, omissions, or misrepresentation of any information; and
3. warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

The following documents are incorporated into this Order Contract. In the event of any inconsistencies or if the documents conflict, the following order of precedence applies:

1. This Order Form, including the relevant Order Special Terms
2. DPS Joint Schedule 1 (Definitions and Interpretation) RM6313 to the extent it is required to interpret this Order Form;
3. 708821450 Schedule 1 – Scope documents
708821450 Schedule 2 – Technical Proposal
708821450 Schedule 3 – Price List
; and
4. The following Industry Terms (as amended by the applicable Boilerplate if selected below):

Industry Terms	Incorporated into Contract?	Apply Applicable Boilerplate?
NEC3 Engineering and Construction Contract APRIL 2013 amendments	<input type="checkbox"/>	<input type="checkbox"/>
NEC4 Engineering and Construction Contract JUNE 2017 (with OCTOBER 2020 amendments)	<input type="checkbox"/>	<input type="checkbox"/>

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NEC3 Professional Services Contract APRIL 2013 amendments	<input type="checkbox"/>	<input type="checkbox"/>
NEC3 Professional Services Short Contract APRIL 2013 amendments		
NEC4 Professional Services Contract JUNE 2017 with OCTOBER 2020 amendments	<input type="checkbox"/>	<input type="checkbox"/>
NEC4 Professional Services Short Contract JUNE 2017 with OCTOBER 2020 amendments	<input type="checkbox"/>	<input type="checkbox"/>
NEC4 DBOC JUNE 2017 (including amendments issued JANUARY 2019 and OCTOBER 2020)	<input type="checkbox"/>	X
JCT Design and Build Contract	<input type="checkbox"/>	<input type="checkbox"/>
JCT Minor Works Contract	<input type="checkbox"/>	<input type="checkbox"/>
[] JCT SBCC Minor Works Contract	<input type="checkbox"/>	<input type="checkbox"/>
JCT Consultancy (Public Sector)	<input type="checkbox"/>	<input type="checkbox"/>

If “Apply Applicable Boilerplate” is selected above, the following Boilerplate clauses shall apply:

Z46 MOD DEFCONS

ORDER FORM PART B: ANNEX (CONTRACT DATA)

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the Option for resolving and avoiding disputes and the clauses for the following Options of the NEC4 Design Build and Operate Contract June 2017 (with amendments October 2020)

Option for resolving disputes

W2

Options

X10, X18, X23, Y(UK)2, Z46

The *service* is

Prometheus Wave 2 Stage 3-6 Design, Build and Operate of a solar farm at a minimum of one Army site to include 24month Operation and Maintenance responsibility

The *Client* is

Name

Defence Infrastructure Organisation

Address for communications

St George's House | Defence Infrastructure Organisation Head Office
DMS Whittington | Lichfield | Staffordshire | WS14 9PY

Address for electronic communications

DIOComrcI-Utilities-EES@mod.gov.uk

The *Service Manager* is

Name

REDACTED

Address for communications

DIO Commercial Energy, Emissions, Sustainability (EES)
Room 1.2.02 Kentigern House | 65 Brown Street | Glasgow | G2 8EX

Address for electronic communications

REDACTED@mod.gov.uk

The Affected Property is

Weeton Barracks WEET

The Scope is in

NEC4 Scope - Prometheus Wave 2
NEC4 Scope Appendix B - Prometheus Wave 2

The <i>shared services</i> which may be carried out outside the Service Areas are	<input type="text" value="NA"/>		
The <i>language of the contract</i> is	<input type="text" value="English"/>		
The <i>law of the contract</i> is the law of	<input type="text" value="England and Wales"/>		
The <i>period for reply</i> is	<input type="text" value="Two weeks"/>	except that	
• The <i>period for reply</i> for	<input type="text" value="-"/>	is	<input type="text" value="-"/>
• The <i>period for reply</i> for	<input type="text" value="-"/>	is	<input type="text" value="-"/>
The following matters will be included in the Early Warning Register			
Early warning meetings are to be held at intervals no longer than	<input type="text" value="Monthly"/>		

2 The Contractor's main responsibilities

The <i>period for retention</i> following the end of the Service Period or earlier termination is	<input type="text" value="Six Years"/>
If work is identified in part B of the Price List	The Contractor prepares forecasts of the total Defined Cost for work identified in part B of the Price List at intervals no longer than <input type="text" value="N/A"/>

3 Time

The <i>starting date</i> is	<input type="text" value="4 weeks after contractor appointment unless otherwise agreed by both parties"/>
The <i>service period</i> is	<input type="text" value="37months (13 months D&B + 24month O&M)"/>
The Contractor submits revised plans at intervals no longer than	<input type="text" value="Monthly"/>
If no plan is identified in part two of the Contract Data	The period after the Contract Date within which the Contractor is to submit a first plan for acceptance is <input type="text" value="1 Week"/>

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

2 Weeks

5 Payment

The *currency of the contract* is the

GBP

The *assessment interval* is

Monthly

The *interest rate* is 3 % per annum (not less than 2) above the

base

rate of the

Bank of England

bank

6 Compensation events

If there are additional compensation events

These are additional compensation events

Works or services identified during the requirement which are outside of the Scope and in accordance with NEC4 Compensation Event procedures.

8 Liabilities and insurance

The minimum amount of cover for insurance against loss of or damage to the Affected Property and other buildings and structures owned or occupied by the *Client*, which arises from or in connection with the *Contractor* Providing the Service is

£5,000,000

The minimum amount of cover for insurance against loss of or damage to property (except the Works (until Works Completion), the Affected Property and other buildings and structures owned or occupied by the *Client*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Service for any one event is

£1,000,000

The minimum amount of cover for insurance against claims made against the *Contractor* arising out of the *Contractor's* failure to use the skill and care normally used by professionals providing services similar to the *service*, for any one claim is

£1,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£5,000,000

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the Works (until Works Completion), Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Client* for an amount of

£1,000,000

Resolving and avoiding disputes

The *tribunal* is

Adjudication

If the *tribunal* is arbitration

The *arbitration procedure* is

The place where arbitration
is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot
agree a choice or if the *arbitration procedure* does not state who selects an
arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

REDACTED

Address for communications

Defence Infrastructure Organisation (DIO)
Commercial,
Swales Pavillion| RAF Wyton | Wyton |
Huntingdon | PE28 2ES

Address for electronic communications

REDACTED @mod.gov.uk

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If no *information execution
plan* is identified in part two
of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first
Information Execution Plan for acceptance is

4 Weeks

X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or
consequential loss is limited to

-

For any one event, the *Contractor's* liability to the *Client*
for loss of or damage to the *Client's* property is limited to

£5,000,000

The *Contractor's* liability for Defects due to its design is limited to

£3,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£10,000,000

The *end of liability date* is 2 years after the end of the Service Period

X23: Extending the Service Period

If Option X23 is used

The *maximum service period* is 4 years after the *starting date*

The *periods for extension* are

Order	<i>period for extension</i> (months)	<i>notice date</i>
First	6months	3 months prior to end of original service period
Second	6months	6 weeks prior to end of first period for extension
Third		
Fourth		

~~If there are criteria for extension~~

~~The criteria for extension are~~

- (1)
- (2)
- (3)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due

The period for payment is 7 days after the date on which payment become due

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z46 – MoD DEFCON Requirements
MOD ADDITIONAL TERMS OF CONTRACT (DEFCONS) ARE:
· DEFCON 76 (Edn 11/22) - Contractor's Personnel at Government Establishments
· DEFCON 129J (Edn 18/11/16) - Use of Electronic Business Delivery Form
· DEFCON 501 (Edn 10/21) - Definitions & Interpretations
· DEFCON 507 (Edn 07/21) - Delivery
· DEFCON 513 (Edn 04/22) - Value Added Tax
· DEFCON 514 (Edn 08/15) - Material Breach
· DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency
· DEFCON 516 (Edn 04/12) - Equality
· DEFCON 518 (Edn 02/17) - Transfer
· DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission
· DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Dues
· DEFCON 524 (Edn 12/21) - Rejection
· DEFCON 525 (Edn 10/98) - Acceptance

. DEFCON 526 (Edn 08/02) - Notices
. DEFCON 527 (Edn 09/97) - Waiver
. DEFCON 531 (Edn 09/21) - Disclosure of Information
. DEFCON 532A (Edn 05/22) - Protection of Personal Data
. DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment
. DEFCON 537 (Edn 12/21) - Rights of Third Parties
. DEFCON 538 (Edn 06/02) - Severability
. DEFCON 539 (Edn 01/22) – Transparency
. DEFCON 540 (Edn 05/23) – Conflict of Interest
. DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
. DEFCON 565 (Edn 07/23) – Supply Chain Resilience and Risk Awareness
. DEFCON 566 (Edn 10/20) - Change of Control of Contractor
. DEFCON 602A (Edn 04/23) - Quality Assurance (with Deliverable Quality Plan
. DEFCON 604 (Edn 06/14) - Progress Reports
. DEFCON 605 (Edn 06/14) - Financial Reports
. DEFCON 609 (Edn 07/21) - Contractor's Records
. DEFCON 611 (Edn 12/22) - Issued Property
. DEFCON 612 (Edn 06/21) - Loss of Or Damage to The Articles
. DEFCON 620 (Edn 06/22) - Contract Change Control Procedure
. DEFCON 625 (Edn 06/21) - Cooperation on Expiry of Contract
. DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions
. DEFCON 642 (Edn 07/21) - Progress Meetings
. DEFCON 647 (Edn 05/21) - Financial Management Information
. DEFCON 656B (Edn 08/16) - Termination for Convenience – Over £5M
. DEFCON 658 (Edn 10/22) - Cyber. The Cyber Risk profile for this requirement is 'Very Low' and the Risk Assessment Ref is: 681735710
. DEFCON 659A (Edn 09/21) - Security Measures
. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
. DEFCON 670 (Edn 02/17) - Tax Compliance
. DEFCON 694 (Edn 07/21) - Accounting for Property of the Authority
In the event of a conflict between the NEC4 Clauses and the above DEFCONs, the DEFCONs shall take precedence.

PART TWO – DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is

Name

Mitie Limited

Address for communications

Sunbeam House
Broombank Road
Chesterfield
S41 9QJ

Address for electronic communications

REDACTED@mitie.com
REDACTED@customsolar.co.uk

The *fee percentage* is

10 %

The *key persons* are

Name (1)

REDACTED

Job

Head of Construction Ground Mount Projects

Responsibilities

Overall responsibility for the project

Qualifications

REDACTED

Experience

40 years in the construction industry

Name (2)

REDACTED

Job

Senior Project Manager

Responsibilities

Responsibility for the day to day running of the site

Qualifications

Experience

Over 30 years in the construction industry

The following matters will be included in the Early Warning Register

- (1) Working within a secure environment
- (2) Asbestos, Existing site condition and general site rules
- (3) Exceptionally adverse weather

2 The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design or plan

The Scope provided by the *Contractor* for its design or plan is in

Technical Design Report
Revision 1

3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

37months
(13 months D&B +
24month O&M)

5 Payment

The *price list* is

20230823_RM6163-DMR
Attachment 4-Price List -
Prometheus - Mitie

The tendered total of the Prices for the work included in part A of the Price List is

£1,886,327

If entries are identified in part B of the Price List

The tendered total of the Prices for the work identified in part B of the Price List is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)

REDACTED

Address for communications

Sunbeam House
Broombank Road
Chesterfield
S41 9QJ

Address for electronic communications

REDACTED@mitie.com

Name (2)

REDACTED

Address for communications

Sunbeam House
Broombank Road
Chesterfield
S41 9QJ

Address for electronic communications

REDACTED @mitie.com

X10 Information modelling

If Option X10 is used

N/A

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Data for the Schedule of Cost Components

The ~~people rates~~ are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The published list of Equipment is the ~~edition current at the Contract Date of the list published by~~

The percentage for adjustment for Equipment in the published list is

 % (state plus or minus)

The rates for other Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the ~~Contractor~~ are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of design outside the Service Areas are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The categories of design people whose travelling expenses to and from the Service Areas are included as a cost of design of the ~~service~~ and Equipment done outside the Service Areas are

The rates for people providing ~~shared services~~ outside the Service Areas are

shared service	category of person	rate

ORDER FORM SIGNATURE PAGE

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Managing Director	Role:	DIO Commercial Officer
Date:	04 July 2024	Date:	4 July 24