



Crown
Commercial
Service

9th Floor, The Capital
Old Hall Street
Liverpool
L3 9PP

T 0345 410 2222
F 0151 227 3315
E
info@crowncommercial.gov.uk

www.gov.uk/ccs

[redacted]
NQC Ltd,
51 Lever Street,
Manchester,
M1 1FN

30 September 2020

Dear [redacted]

Variation – DOS 6208 Noticing System Contract

I am writing to inform you that CCS proposes a variation to **DOS 6208 – Noticing System** (the “**Contract**”) as set out in the Annex to this letter (the “**Variation**”).

CCS reasonably anticipates that the Public Contracts Regulations 2015 will apply to this Variation and the Parties shall ensure that there is lawful basis for agreeing the Variation under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to the current COVID-19 pandemic, this may include in particular justifications under Regulation 72 and Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provisions.

The Contract, including any previous variations, will remain effective and unaltered except as amended by the Variation.

In the circumstances, CCS proposes to enter into the Variation exceptionally by an exchange of correspondence rather than through the changing of the contract procedure set out in the Contract.

Please confirm your acceptance of the Variation by email to [redacted] using the heading **DOS 6208 Variation**.

To assist us in managing the variation process, please inform us of your decision as to whether or not to accept the Variation **by 17:00 on 06 October 2020**.

If you intend to accept the Variation please state the following in your email:

*“I refer to your letter dated **30 September 2020** (the “**Letter**”) in respect of **DOS 6208 – Noticing System** (the “**Contract**”). A copy of the Letter is attached to this email. I confirm that I accept the proposed variation of the Contract for and on behalf of **NQC**, and the Contract is varied as set out in the Letter with effect on and from the date of this email.”*

Please make sure that your name and job title are included in the email.

If we are not sufficiently clear whether or not you accept the Variation we will contact you again to ask for clarification. If you have any queries, please contact the team via [redacted]

Yours faithfully,

[redacted]

Annex Variation

The Contract Agreement shall be amended as follows

1. In Part A, the Order Form, section '(Optional) Maximum Call Off Contract Extension Period', the text "One (1) extension of up to six (6) months" shall be deleted and replaced with the words **"One (1) extension of up to six (6) months and One (1) extension of up to nine (9) months"**.
2. In Part B, The Schedules, Schedule 3.5 the text "the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract" shall be removed.
3. In Part C, Section 44 Defined Terms. The Defined Term "Extension Period" the text "The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent 25% of the initial Call-Off Contract period" shall be removed in its entirety.