

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 14/01/2022 is issued in accordance with the provisions of the DPS Agreement (RM6018) between The Authority 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 004 122 058
From:	Ministry of Housing Communities and Local Government ("Customer") Will be renamed the Department for Levelling-up, Housing and Communities during the life of the contract.
To:	Ove Arup & Partners Limited 8 Fitzroy Street, London, W1T 4BJ ("Supplier")

Effective Date:	17th January 2022
Expiry Date:	End date of Initial Period 12 months End date of Maximum Extension Period 48 months after the first year (Initial period) This may be in any increment depending on funding approval and business need. E.G 1+1+1+year or 1+2+1 year

	<p>The first option period will not be for a period of less than 12 months</p> <p>Minimum written notice to Supplier in respect of extension: 10 calendar days</p>
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Services required:	<p>Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:</p> <p>the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and</p> <p>[REDACTED]</p>
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Key Individuals:	<p><u>SUPPLIER</u></p> <p>[[REDACTED]]</p> <p><u>AUTHORITY</u></p> <p>[[REDACTED]]</p>
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>[as per attachment 4 – Pricing</p> <p>Supplier request for increase in the Call Off Contract Charges Allowable, capped at inflation (CPI index) as of 1st April of that year.</p> <p>Supplier requests to increase in the call off contract charges are subject to the Authorities written approval. Requests shall not be retrospective.</p> <p>The supplier must demonstrate that they have made continuous improvements from the previous year in order to submit a request to increase in the call off contract charges, examples of which may include; streamlining services and/or achieve costs savings. This must be backed up with evidence.</p> <p>Price increases shall not exceed over-arching framework rates.</p> <p>[REDACTED]</p>
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Insurance Requirements	<p>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.</p> <p>Additional employers' liability insurance with a minimum limit of £1 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.</p> <p>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.</p>
Liability Requirements	Suppliers limitation of Liability (Contract 125% year 1 estimated charges)
Customer billing address for invoicing:	CP2P TEAM, MHCLG, 4TH FLOOR, HIGH TREES, HILLFIELD ROAD, HEMEL HEMPSTEAD, HP2 4XN

GDPR	The supplier will be expected to process any personal data in line with the requirements of the UK General Data Protection Regulation and other data protection legal requirements. Data sharing agreements may need to be set up between the supplier, HMG and the Freeports as part of the evaluation.
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

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:

[[REDACTED]]

[[REDACTED]]

Signature:

Signature:

[[REDACTED]]

[[REDACTED]]

Date:

Date:

[[REDACTED]]

[[REDACTED]]

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

As set out in the Customer's document ref "*Attachment 3 - Statement of Requirements v1.0*"



Attachment 3 -
Statement of Requirement

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage



Supplier Proposal.pdf

Part 2: Contract Terms



Contract Terms v6.0