

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	CPD4126042
THE BUYER:	Department for Levelling Up, Housing & Communities
BUYER ADDRESS	Fry Building, 2 Marsham Street, London, SW1P 4DF
THE SUPPLIER:	WSP UK Limited
SUPPLIER ADDRESS:	WSP House, 70 Chancery Lane, Moorgate, WC2A 1AF
REGISTRATION NUMBER:	01383511
DUNS NUMBER:	289060493
SID4GOV ID:	n/a

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16 January 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of a Strategic Environmental Assessment of National Development Management Policies & Other National Planning Policies.

CALL-OFF LOT(S):

Lot 9: Environmental Sustainability & Socio-Economic Development.

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) 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.

Supplier terms are not 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 special terms

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

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this Contract or

(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Call-off start date: 18 January 2024

Call-off expiry date: 17 January 2025

Call-off initial period: 12 months

Call-off Optional Extension Period: Two further periods of one (1) year (1+1+1).

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Long form security requirements apply.

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 are: £1,000,000 (excluding VAT) Estimated Year 1 Charges of the Contract.

Call-off charges

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

The maximum value of this Call-Off Contract is **£8,500,000 (excluding VAT)**. This applies to the initial term and any subsequent extension periods.

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:

- Specific Change in Law.

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS/ Electronic Invoice.

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which the Buyer cannot be held responsible.

Buyer's invoice address

CP2P Team

Department for Levelling Up Housing and Communities

4th Floor, High Trees

Hillfield Road

Hemel Hempstead

HP2 4XN

clginvoices@levellingup.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

Buyer's security policy

Available online at:

<https://www.government/publications/security-policy-framework/hmg-security-policy-framework>.

Supplier's authorised representative

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

Supplier's contract manager

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

Progress report frequency

Weekly or ad-hoc.

Progress meeting frequency

Weekly or ad-hoc.

Key staff

Proposed team for the delivery of the strategic environment assessment of NDMPs.

Additional staff may be allocated to deliver any additional strategic consultancy advice which may be commissioned via the Contract.

<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>
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<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>
<REDACTED>

Key subcontractor(s)

LUC
250 Waterloo Road
London
SE1 8RD
Company Registration Number: 2549296

Commercially sensitive information

See details in Joint Schedule 4 (Commercially Sensitive Information).

Service credits

Not applicable.

Additional insurances

Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

Available online at: <https://www.gov.uk/government/collections/greening-government-commitments>.

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 in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date: