



Ministry of Housing,
Communities &
Local Government

Award Form

Please note that this and all future correspondence exchanged between this authority and [contractor/ firm] is to be treated as strictly subject to contract until such time as binding contracts shall have been validly concluded between [our respective clients] relating to this proposed transaction. Your continued correspondence with us shall be taken as a firm acceptance of this understanding on behalf of yourselves and your clients

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	The Secretary of State for Housing, Communities and Local Government (the Buyer) Fry Building 2 Marsham Street London SW1P 4DF
2.	Supplier	Name: Capita Property & Infrastructure Ltd Address: 65 Gresham Street, London EC2V 7NQ Registration number: 02018542
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Services as detailed in section 5 below. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 247-615653 (OJEU Contract Notice).

4.	Contract reference	<p>CPD 004 121 149</p> <p>Lot 1 – London</p> <p>Lot 5 – West Midlands</p> <p>Lot 7 – North West</p> <p>Lot 8 – Yorkshire and Humber</p>
5.	Services	<p>Aggregate Working Parties (AWP's) are joint local government-central government-industry bodies that monitor the supply, demand and reserves of, all aggregates including both primary aggregate and alternative (secondary and recycled aggregates) sources in Local Authority areas. They also consider the implications of supply to, and from, these areas. To function effectively each of the 9 AWP's require the services of an effective and impartial secretariat.</p> <p>Each AWP covers an area of Mineral Planning Authorities in England.</p> <p>The requirement from the Secretariat under this contract is that for each Lot, the Supplier provides a range of technical, administration and secretarial service.</p> <p>See Schedule 2 (Specification) for further details.</p>
6.	Start Date	27 th May 2021
7.	End Date	31 st March 2025
8.	Extension Period	<p>Up to one year in any increment up to the 31st March 2026 (4 years + 1 year)</p> <p>A break clause will be included at the end of year one of the contract.</p>
9.	<p>Incorporated Terms</p> <p>(together these documents form the 'the Contract')</p>	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Schedule 1 (Definitions) 4. Schedule 20 (Processing Data) 5. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> • Schedule 2 (Specification) including Appendix 1 (Lot Details), Appendix 2 (National Terms of Reference) and Appendix 3 (Travel and Subsistence)

		<ul style="list-style-type: none"> • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 6 (Transparency Reports) • Schedule 10 (Service Levels) • Schedule 13 (Contract Management) • Schedule 16 (Security) • Schedule 19 (Cyber Essentials Scheme) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 23 (Guarantee) • Schedule 25 (Rectification Plan) • Schedule 27 (Key Subcontractors) • Schedule 28 (ICT Services) • Schedule 30 (Exit Management) <p>6. Core Terms (version 1.0)</p> <p>7. Schedule 26 (Corporate Social Responsibility)</p> <p>8. Schedule 4 (Tender)</p>
10.	Special Terms	N/A
11.	Buyer's Environmental Policy	Greening Government Commitments Annual Report [April 2020] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf
12.	Buyer's Security Policy	Schedule 16
13.	Social Value Commitment	Not applicable to this contract

14.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5
15.	Charges	<p>Fixed for life of contract including option periods.</p> <p>Lot 1 – London</p> <p>Lot 5 – West Midlands</p> <p>Lot 7 – North West</p> <p>Lot 8 – Yorkshire and Humber</p> <p>Costs per Year per Lot 1 – London</p> <p>Year 1 – £11,870 (excl VAT)</p> <p>Year 2 – £11,870 (excl VAT)</p> <p>Year 3 – £11,870 (excl VAT)</p> <p>Year 4 – £11,870 (excl VAT)</p> <p>Costs per Year per Lot 5 – West Midlands</p> <p>Year 1 – £11,870 (excl VAT)</p> <p>Year 2 – £11,870 (excl VAT)</p> <p>Year 3 – £11,870 (excl VAT)</p> <p>Year 4 – £11,870 (excl VAT)</p> <p>Costs per Year per Lot 7 – North West</p> <p>Year 1 – £11,870 (excl VAT)</p> <p>Year 2 – £11,870 (excl VAT)</p> <p>Year 3 – £11,870 (excl VAT)</p> <p>Year 4 – £11,870 (excl VAT)</p> <p>Costs per Year per Lot 8 – Yorkshire and Humber</p>

		<p>Year 1 – £11,870 (excl VAT)</p> <p>Year 2 – £11,870 (excl VAT)</p> <p>Year 3 – £11,870 (excl VAT)</p> <p>Year 4 – £11,870 (excl VAT)</p> <p>Total Overall Cost for the four years across Lot 1 London, Lot 5 West Midlands, Lot 7 North West and Lot 8 Yorkshire and Humber is £189,920 excl VAT.</p> <p>Hours will be capped at 350 in total per Lot per Financial Year</p> <p>Roles and Hourly Rates</p> <p>Associate Director - REDACTED</p> <p>Policy Manager - REDACTED</p> <p>Principal Planner - REDACTED</p> <p>Senior Planner x2 - REDACTED</p> <p>Planner - REDACTED</p> <p>GIS Lead - REDACTED</p> <p>Details in Schedule 3 (Charges)</p>
16.	Reimbursable expenses	Travel and Substance is allowable if prior agreed with the Authority
17.	Payment method	<p>BACS following a correct invoice</p> <p>Invoices will be sent to REDACTED or</p> <p>CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.</p> <p>All invoices must include a breakdown of costs within the invoice period showing the resources used, total days of resource used in period, day rate of each resource and total cost of each resource within the invoice period.</p>
18.	Service Levels	In accordance with Schedule 10 (Service Levels- Service credits are not applicable)
19.	Insurance	Details in Schedule 22 (Insurance Requirements).

20. Liability	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges of that Contract Year
21. Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
22. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer as requested • The Supplier shall provide the Buyer with Progress Reports annually in accordance with Schedule 6 (Transparency Reports)
23. Guarantee	Not applicable
24. Supplier Contract Manager	<p>REDACTED</p> <p>Principal Planning Consultant</p> <p>REDACTED</p> <p>REDACTED</p>
25. Supplier Authorised Representative	<p>REDACTED</p> <p>Business Development Director</p> <p>REDACTED</p> <p>REDACTED</p>
26. Supplier Compliance Officer	<p>REDACTED</p> <p>Associate Director</p> <p>REDACTED</p> <p>REDACTED</p>
27. Supplier Data Protection Officer	<p>REDACTED</p> <p>Associate Director</p> <p>REDACTED</p>

		REDACTED
28.	Supplier Marketing Contact	REDACTED Marketing Manager REDACTED REDACTED
29.	Key Subcontractors	none
30.	Buyer Authorised Representative	REDACTED Senior Procurement Advisor REDACTED
31.	Amendments to Core Terms	<p>In accordance with clause 2.2.2 of the Core Terms, the following clause of the Core Terms are hereby amended:</p> <p>1. Tier Clause 3.3.3. shall be amended to read:</p> <p>“The Supplier shall ensure that all Staff supplying the Services do so with all reasonable skill, care and diligence and shall possess such skills, qualifications and experience as are necessary for the proper supply of the Services. The Supplier shall ensure that all Staff involved in providing the Services are properly managed and supervised”</p> <p>2. Clause 3.3.4 shall be amended to read:</p> <p>“Late Delivery shall not be a material Default provided Delivery is made within 14 days of the due date”.</p> <p>3. Clause 7.2 shall be amended to read:</p> <p>“Where the Buyer, subject to reasonableness, decides that one or more of the Supplier’s Staff is not suitable to work on the Contract, the Supplier must replace them with suitably qualified alternatives”</p>

	<p>4.Clause 10.4.1.8 shall be amended to read:</p> <p>“Where there is a Change of Control of the Supplier which is not pre-approved by the Buyer in writing. The Buyer shall not unreasonably withhold approval. Approval will be subject to government approvals process.”</p> <p>5.The following in Clause 10.5.7 shall be deleted:</p> <p>”7.2”</p> <p>6. The following in clause 11.4 shall be deleted: “8.3”; And replaced with: “8.4”</p> <p>7. Schedule 30, paragraph 3.2 shall be amended to read:</p> <p>“The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's Commercially Sensitive Information and the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.”</p>
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED	Name:	REDACTED
Role:	Commercial Director	Role:	Commercial Lead
Date:	21 st May 2021	Date:	25 th May 2021

Appendix 1 to Schedule 2 Specification

This Appendix 1 to Schedule 2 Specification details the nine defined areas of minerals planning authorities requiring AWP secretarial services and the Lots which this has been divided into

The Lots for this requirement are detailed in table 1 as follows:

Table 1

Lot 1	London
Lot 2	South East
Lot 3	South West
Lot 4	East of England
Lot 5	West Midlands
Lot 6	East Midlands
Lot 7	North West
Lot 8	Yorkshire and Humber
Lot 9	North East

London area

1. All London Boroughs

South East Area

2. Berkshire Unitary Authorities (Windsor & Maidenhead, West Berkshire, Wokingham, Reading, Bracknell Forest)
3. Buckinghamshire
4. East Sussex (including Brighton and Hove)
5. Hampshire (including Portsmouth, Southampton and the New Forest National Park)
6. Isle of Wight
7. Kent
8. Medway
9. Milton Keynes
10. Oxfordshire
11. Surrey
12. Slough
13. West Sussex

South West Area

14. Avon (including Bath & North East Somerset, Bristol and South Gloucestershire)
15. Cornwall
16. Devon (including Plymouth, Torbay and Dartmoor National Park)
17. Dorset
18. Gloucestershire
19. Somerset (including Exmoor national park)
20. Wiltshire (including Swindon)

East of England Area

21. Bedfordshire (comprising Bedford, Central Bedfordshire, Luton)
22. Cambridgeshire and Peterborough
23. Essex, Southend and Thurrock

- 24. Hertfordshire (including Suffolk)
- 25. Norfolk

West Midlands Area

- 26. Herefordshire
- 27. Worcestershire
- 28. Shropshire (including Telford & Wrekin)
- 29. Staffordshire (including Stoke-on-Trent)
- 30. Warwickshire
- 31. Other West Midlands authorities (Coventry, Dudley, Birmingham, Sandwell, Solihull, Wolverhampton & Walsall)

East Midlands Area

- 32. Derbyshire (including Derby and Peak District National Park)
- 33. Leicestershire (including Leicester & Rutland)
- 34. Lincolnshire
- 35. Northamptonshire
- 36. Nottinghamshire (including Nottingham)

North West Cluster Area

- 37. Cheshire (comprising Cheshire East, Cheshire West and Chester)
- 38. Cumbria (including Lake District)
- 39. Greater Manchester (including Bolton, Bury, Halton, Knowsley, Liverpool, Manchester, Oldham, Rochdale, Salford, Sefton, St. Helens, Stockport, Tameside, Trafford, Warrington, Wigan, Wirral)
- 40. Lancashire (including Blackburn and Blackpool)

Yorkshire and Humber Area

- 41. North Yorkshire (including Yorkshire Dales National Park, North York Moors National Park, York)
- 42. South Yorkshire (including Barnsley, Doncaster, Rotherham, Sheffield)
- 43. West Yorkshire (including Bradford, Calderdale, Kirklees, Leeds, Wakefield)
- 44. Humber (including East Riding of Yorkshire, Kingston upon Hull, North Lincolnshire, North East Lincolnshire)

North East Area

- 45. Northumberland (including Northumberland National Park)
- 46. Durham
- 47. Tyne and Wear (including Gateshead, Newcastle Upon Tyne, North Tyneside, South Tyneside, Sunderland)
- 48. Tees Valley authorities (Darlington, Hartlepool, Stockton on Tees, Redcar & Cleveland, Middlesbrough)