

CALL-OFF SCHEDULE 13 MOBILISATION BUILT ESTATE

REF: RM6089

CALL-OFF SCHEDULE 13

MOBILISATION

1. MOBILISATION OVERVIEW

- 1.1. Part 4 of Call-Off Schedule 28 (Specification) sets out the requirement for the Mobilisation and the Mobilisation Plan, as part of the Buyer's Transition from the legacy arrangements and Incumbent Supplier to the new Contract "Transition".
- 1.2. The draft Mobilisation Plan shall be provided by the Supplier as part of its tender response and agreed with the Buyer at the Effective Date, as Annex A to this Schedule.
- 1.3. The Mobilisation Plan shall include Milestones, as set out in the Mobilisation Plan, and priced in Call-Off Schedule 29 (Rates and Prices) against which the Supplier can be paid for Deliverables during the Mobilisation Period.
- 1.4. The Deliverables that are required from the Supplier during Mobilisation are defined within the Buyer's Capability Readiness Assurance Documents (CRADS). The CRADS list the critical activities and dates for their achievement against a Transition theme or workstream, including activities that the Buyer and Customers may need to deliver for which the Supplier is not responsible, and defines the conditions against which they are considered to be capable of Acceptance by the Buyer.
- 1.5. The Supplier shall set out its intended Deliverables within each Milestone (as per Table 1 of Annex A), to include the Buyer's critical activities, and to add any further work it needs to achieve its plan.
- 1.6. Throughout the Mobilisation, the Supplier shall submit its Deliverables as evidence of meeting its Milestones. The Buyer shall consider the Deliverables against the CRADS and approve payment, which shall be subject to the conditions of Call-Off Schedule 5 (Pricing).

2. FORMATION OF MOBILISATION PLAN

- 2.1. The Mobilisation Plan is set out in the Annex to part A of this Schedule. The Supplier shall update and re-submit the Mobilisation Plan as early as reasonably practicable after Contract Award, and:
 - 2.1.1. If the Mobilisation Period starts immediately following Contract Award, within 10 Working Days of Contract Award; otherwise
 - 2.1.2. No later than 5 Working Days before the start of the Mobilisation Period.

2.2. The Mobilisation Plan:

2.2.1. shall contain information at the level of detail necessary to manage the Mobilisation Period effectively and as the Buyer may otherwise require; and

- 2.2.2. shall take account of all dependencies known to, or which should reasonably be known to, the Supplier, including the Incumbent Provider's exit strategy.
- 2.3. The Supplier shall provide each of the Deliverables identified in the Mobilisation Plan by the date assigned to that Deliverable Item in the Mobilisation Plan so as to ensure that each Milestone identified in the Mobilisation Plan is Achieved on or before its Milestone Date.
- 2.4. The Supplier shall monitor its performance against the Mobilisation Plan and Milestones and report to the Buyer on such performance.

3. MOBILISATION PROCESS

- 3.1. The Mobilisation Period is the six (6) Month period (unless stated otherwise in the Order Form) prior to the agreed In-Service Date.
- 3.2. During the Mobilisation Period, the Incumbent Supplier shall retain full responsibility for all existing services until the In-Service Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the In-Service Date as set out in the Order Form.
- 3.3. The Supplier shall produce a Mobilisation Plan, to be agreed by the Buyer, for carrying out the requirements within the Mobilisation Period including key Milestones and dependencies.
- 3.4. In accordance with the Mobilisation Plan, the Supplier shall:
 - 3.4.1. work cooperatively and in partnership with the Buyer, Incumbent Supplier, and the Buyer's other supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 3.4.2. work with the Incumbent Supplier and Buyer to assess the scope of the Services and deliver a plan which demonstrates how they will mobilise the Services;
 - 3.4.3. liaise with the Incumbent Supplier to enable the full completion of the Mobilisation Period activities;
 - 3.4.4. make all reasonable endeavours to secure any missing asset data required in support of the Service.
- 3.5. In addition, the Supplier shall:
 - 3.5.1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

- 3.5.2. mobilise all the Services specified in the Contract;
- 3.5.3. construct and maintain a mobilisation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 3.5.4. attend progress meetings (as set out in the Mobilisation Plan) in accordance with the Buyer's requirements during the Mobilisation Period. Mobilisation meetings shall be chaired by the Buyer. All such meeting minutes shall be kept and published by the Supplier within [5] working days of the meeting or as agreed with the Buyer; and
- 3.5.5. ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between Incumbent Supplier and the Supplier.

4. CHANGES TO MOBILISATION PLAN

- 4.1. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure in Schedule 15 (Contract Management).
- 4.2. Time in relation to compliance with the Mobilisation Plan shall be of the essence and failure of the Supplier to comply with the Mobilisation Plan shall be a material Default.

5. INTERACTION WITH STAKEHOLDERS DURING THE MOBILISATION PERIOD

- 5.1. In order for the Supplier to be able to assume its duties, during the Mobilisation Period the Supplier shall undertake the routine examinations and inspections of the Buyer Premises and consider the Deliverables that it will provide during the Contract Period.
- 5.2. The Supplier shall familiarise itself before the In-Service Date with the Buyer Premises and the needs of the end users.
- 5.3. As a result of the familiarisation, the Supplier shall ensure that it is appropriately equipped to deal with the level of stakeholder management required, to include, but not be limited to:
 - 5.3.1. liaison;
 - 5.3.2. reporting;
 - 5.3.3. co-ordination and provision of services;
 - 5.3.4. attendance at meetings; and
 - 5.3.5. management and resolution of stakeholder issues.
- 5.4. The Supplier shall develop and implement a communications plan, agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

- 5.5. By the end of the Mobilisation Period, the Supplier shall ensure that all the necessary arrangements to facilitate the continuous performance of its obligations under the Contract are assessed and implemented, at and/or within the Buyer Premises.
- 5.6. The Supplier shall conduct site visits to Buyer Premises where weaknesses in asset data have been identified, to reassess the accuracy of the data, within the Mobilisation Period.

6. SERVICES DURING THE MOBILISATION PERIOD

- 6.1. During the Mobilisation Period, the Supplier shall refine the detail its plans for delivery.
- 6.2. Any resulting changes that are identified to the Call-Off Schedule 22 (Tender) shall be presented to the Buyer thirty [30] days before the In-Service Date and the Buyer shall confirm whether it agrees with the proposals.

7. RECTIFICATION OF DELAY IN MOBILISATION

- 7.1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 7.1.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 7.1.2. include in its notification an explanation of the actual or anticipated impact of the Delay and proposed remediation:
 - 7.1.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 7.1.4. use all reasonable endeavours to implement the agreed remediation to address the consequences of any Delay or anticipated Delay.

ANNEX A: MOBILISATION PLAN

See Annex A [Redacted – Commercially Sensitive]

TABLE 1. MILESTONES

The Milestones to be achieved are identified below:

[Redacted - Commercially Sensitive]