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

Order Form

CALL-OFF REFERENCE: CCS call off reference CCZX21A68, DEFRA

Group Commercial call off reference C15693

THE BUYER: DEFRA Group Commercial (on behalf of

Environment Agency)

BUYER ADDRESS Nobel House, 17 Smith Square, London SW1P 3JRU

THE SUPPLIER: Caste Water Ltd

SUPPLIER ADDRESS: 1 Boat Brae, Rattray, Blairgowrie, PH10 7BH

REGISTRATION NUMBER: SC475583

DUNS NUMBER: 22-008-4428

SID4GOV ID: Not known

This Order Form is for the provision of the Call-Off Deliverables and is dated 9th November 2022

It's issued under the Framework Contract with the reference number RM6178 Water, Wastewater and Ancillary Services (2) for the provision of Water, Wastewater and Ancillary Services

1

CALL-OFF LOT(S):

Lot 1

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2) Project Version: v1.1

Model Version: v3.6

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6178 Water, Wastewater and Ancillary Services (2)
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6178 Water, Wastewater and Ancillary Services (2)
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Financial Difficulties)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6178 Water, Wastewater and Ancillary Services
 (2)
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 11 (Installation Works)
 - o [Call-Off Schedule 12 (Clustering)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6178 Water, Wastewater and Ancillary Services (2)

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2) Project Version: v1.1

Model Version: v3.6

 Call-Off Schedule 4 (Supplier Response) 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.

No other Supplier terms are 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 START DATE:

1st March 2023 (Services start)

CALL-OFF EXPIRY DATE:

28th February 2025

CALL-OFF INITIAL PERIOD:

up to 2 years

CALL-OFF EXTENSION OPTION:

N/A

CALL-OFF DELIVERABLES

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

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 is

CALL-OFF CHARGES

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

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:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES NOT APPLICABLE

PAYMENT METHOD

The standard billing option unless amended by the Buyer at Call Off stage is for all billing to require payment to be made in arrears (30 days net of receipt of invoice).

Payment terms will be Monthly

BUYER'S INVOICE ADDRESS:

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2)

Project Version: v1.1 Model Version: v3.6

Environment Agency invoices

SSCL

Payments

e-mail address

All Environment Agency invoices should be sent, quoting a valid purchase order number (PO Number), to:

Shared Services Connect Ltd

Environment Agency, PO Box 798,

Newport Gwent,

NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Available on line https://www.gov.uk/government/publications/environmentalprinciples-policy-statement

BUYER'S SECURITY POLICY

Available on line https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE



PROGRESS REPORT FREQUENCY

Weekly during mobilisation, with a view to moving to monthly: On the first Working Day of each calendar month

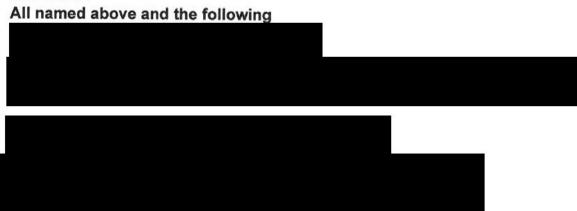
PROGRESS MEETING FREQUENCY

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2)

Project Version: v1.1 Model Version: v3.6

Weekly during mobilisation, with a view to moving to Monthly: on the first Working Day of each month

KEY STAFF



KEY SUBCONTRACTOR(S)

Lowri Beck Limited

Metering Technology Solutions Limited

Mabbett & Associates Limited

M&S Water Services (Utilities) Limited

Water Direct Limited

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 5 Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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)

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2)

Project Version: v1.1 Model Version: v3.6

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	8/2/2023	Date:	13/2/23

Framework Ref: RM6178 Water, Wastewater and Ancillary Services (2) Project Version: v1.1 Model Version: v3.6