

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 31 March 2021, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS 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/004/121/102
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	PRP Limited ("Supplier")

Effective Date:	6 th April 2021
Expiry Date:	End date of Initial Call Off Contract for 3000 Buildings Survey – 31st May 2021 End date of Possible Extension Period for future Call Offs for up to a further 2000 Buildings Surveys : 30 th August 2021 Minimum written notice to Supplier in respect of extension: 7 days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Statement of Requirements attached at Annex A1 & A2 and the Supplier's Proposal attached at Annex B1 & B2.
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Key Individuals:	<Redacted>	<Redacted>
	<Redacted>	<Redacted>

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	<Redacted>	<Redacted>
	<Redacted>	<Redacted>
	<Redacted>	<Redacted>
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Guarantor(s)	Not Required	

Contract Charges (including any applicable discount(s), but excluding VAT):	Not to exceed the capped rate of £884,037.25 excl VAT. As set out in the Supplier's price response attached at Annex B1 and B2.
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a limit of £10 million per occurrence. Additional employers' liability insurance with a limit of £10 million per occurrence. Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with limit of £5 million in the aggregate. Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a limit of £10 million in the aggregate.
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms); 125% of the Contract charges payable to the Supplier under this Contract.
Customer billing address for invoicing:	CP2P Team, MHCLG 4th Floor, High Trees Hillfield Road

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	Hemel Hempstead, HP2 4XN clginvoices@communities.gov.uk
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Delivery Dates:	First segment of 1000 Buildings – 30 th April 2021 Second segment of 2000 Buildings – 31st May 2021.
Additional Information:	This call Off Contract covers the first 3000 Building Surveys as outlined in MHCLG's Invitation to Tender Document CPD/004/121/102. It is possible that MHCLG may require up to a further 2000 Building Surveys at its sole discretion but there are no guarantees given as to the exact quantities that may be ordered. Requirements for future surveys will be subject to MHCLG issuing a variation to this call off contract at the prices agreed in your tender.

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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:

Signature:

Signature:

Date:

Date:

ANNEX A1 & A2

Customer Project Specification

As set out in the Customer's document *Attachment 3 - Statement of Requirements – CPD/004/121/102 (Already in your Possession) Annex A2 Appended hereto.*

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ANNEX B

Supplier Proposal

As set out in the Supplier's Technical Tender Submission(Annex B1)and Pricing Submission "*Attachment 4 – CPD/004/121/102 Appended hereto and Annex B2 also Appended hereto.*

<Redacted>

Part 2: Contract Terms

As set out in document ref “05_CPD_004_121_102; RM6018-Contract-terms_v1.0”.