

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES SHORT
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

3rd May 2024

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Short Contract June 2017 incorporating amendments
January 2019 and October 2020**

Between

Tetra Tech Limited

And

Her Majesty's Secretary of State for Foreign and Commonwealth Affairs

For the provision of

FMR Audits – Asset data collection and forward maintenance

THIS AGREEMENT is made the 3rd day of May 2024

PARTIES:

1. Her Majesty's Secretary of State for Foreign and Commonwealth Affairs whose registered office is at King Charles Street, London, SW1A 2AH (the "Client"); and
2. **Tetra Tech Limited**

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number CPS1-31410-2023) which is dated 01/10/2021 – 30/09/2025 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client's Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

3. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
4. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
5. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

nec4

Professional Service

Short Contract

A contract between

Her Majesty's Secretary of State for Foreign, Commonwealth & Development
Affairs

and

Tetra Tech Limited

for

FMR Audits – Asset data collection and forward maintenance
Location;
South America Package
Southern Africa Package

Contract Forms

Contract Data

The *Consultant's* Offer

Price List

Scope

**Notes about the contract are printed in boxes
like this one. They are not part of the contract**

Contract Data

The *Client's* Contract Data

The *Client* is

Name	Her Majesty's Secretary of State for Foreign, Commonwealth & Development Affairs
Address for communications	King Charles Street, London SW1A 2AH
Address for electronic communications	[REDACTED]
The service is	Provision of professional technical resources to undertake onsite property surveys of mechanical, electrical and building fabric elements of FCDO buildings and grounds. Location of services; South America Package Southern Africa Package
The starting date is	3 rd May 2024
The completion date is	
The delay damages are	N/A per day

The <i>law of the contract</i> is	the law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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The <i>period for reply</i> is	N/A	weeks
The <i>defects date</i> is	N/A	weeks after Completion
The <i>assessment date</i> is the	N/A	of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply.

The *Adjudicator* is:

Name	The Royal Institution of Chartered Surveyors
Address for communications	
Address for electronic communications	

Contract Data

The *Client's* Contract Data

The interest rate on late payments is % per complete week of delay

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

N/A

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	[REDACTED]	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	[REDACTED]	1 year
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	[REDACTED]	1 year

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

[REDACTED]

The *Adjudicator nominating body* is:

The Royal Institution of Chartered Surveyors

The *tribunal* is:

The courts of England and Wales

If the *tribunal* is arbitration, the arbitration procedure is

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019 and October 2020 and the following additional conditions. The *additional conditions of contract* are as selected below and as detailed in the appended Standard Boilerplate Amendments.

Option Z2	Identified and defined terms
applies	
Option Z4	Admittance to Client's Premises
applies	
Option Z5	Prevention of fraud and bribery
applies	
Option Z6	Equality and Diversity
applies	
Option Z7	Legislation and Official Secrets
applies	
Option Z8	Conflict of Interest
applies	
Option Z9	Publicity and Branding
applies	
Option Z10	Freedom of information
applies	
Option Z13	Confidentiality and Information Sharing
applies	
Option Z14	Security Requirements
does not apply	

Option Z16 Tax Compliance

does not apply

Option Z22 Fair payment

does not apply

Option Z26 Building Information Modelling

does not apply

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

does not apply

Option Z44 Intellectual Property Rights

applies

Option Z45 HMRC Requirements

does not apply

Option Z46 MoD DEFCON Requirements

does not apply

Option Z47 Small and Medium Sized Enterprises (SMEs)

does not apply

Option Z48 Apprenticeships

does not apply

Option Z49 Change of Control

applies

Option Z50 Financial Standing

applies

Option Z51 Financial Distress

does not apply

Option Z52 Records, audit access and open book data

applies

Option Z100 Data Protection

does not apply

Option Z101 Cyber Essentials

does not apply

Other additional conditions

N/A

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name	Tetra Tech Limited
Address for communications	[REDACTED]
Address for electronic communications	[REDACTED]
The service is	Provision of professional technical resources to undertake onsite property surveys of mechanical, electrical and building fabric elements of FCDO buildings and grounds. Location of services; South America Package Southern Africa Package
The starting date is	3 rd May 2024
The completion date is	
The delay damages are	N/A per day
The <i>fee percentage</i> is	N/A %

The *Consultant's* Offer

[REDACTED]

The *key persons* are;

Name	[REDACTED]
Job	
Responsibilities	
Qualifications	
Experience	

Name	[REDACTED]
Job	
Responsibilities	
Qualifications	
Experience	

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the prices is

Estimated total £486,776.76

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Price List

[REDACTED]

The method and rules used to compile the Price List are

The *Consultant* keeps records, invoices, receipts and all other documentation to support the payment of all expenses incurred and that are stated in Contract Data. The *Client* will pay all expenses on an open book passthrough basis so as not to incur any mark up or VAT.

Scope

1. Purpose of the Service

Background; The FCDO Estates team are requesting the services of professional technical resources to undertake onsite property surveys of mechanical, electrical and building fabric elements of FCDO buildings and grounds in; Annex A Project Brief; FMR 24 Statement of Requirements. This includes the review and refresh of existing forward maintenance and lifecycle information. The intended output of these surveys will deliver mechanical, electrical and building fabric asset registers, asset condition reports, provide updated and refreshed forward maintenance and lifecycle costs (and associated phasing/scheduling recommendations), and also determine building construction types.

The Consultant will plan, organise, manage, and deliver the provision of the services. In doing so, they will meet the business needs of both FCDO and the property / site users and provide a safe, secure, and comfortable working environment for all personnel whilst minimising adverse impact on the operating environment and the business.

Upon appointment, the Consultant will attend a pre-start meeting be held between key stakeholders from FCDO and lead members of the Clients team. This will define key criteria in

assisting with the efficient delivery of the surveys.

This would include but not be limited to:

- Introductions between key team members
- Property layouts
- Existing Asset data
- O&M Manuals
- Access arrangements and site-specific contact details
- Anticipated Programme
- Health and Safety considerations - asbestos, confined spaces, working at height etc.
- Review and refine report format to a mutually agreed output

2. Description of the service

The detailed description of the service to be provided by the Consultant is listed below and is also available in Annex A; Project Brief; FMR 24 Statement of Requirements.

Professional surveying services to undertake; asset capture, condition, and life cycle survey of the Mechanical, Electrical and defined building fabric assets across the building(s).

This is to be carried out in;
South America Package
Southern Africa Package

Please see Annex B for Supplier response.

Scope

The Surveys will be completed on hand-held devices using our in-house ADS-Capture software utilising NRM3 hierarchy and associated attributes to an agreed template to be approved in advance. The proposal is to carry out an Asset Survey of the Mechanical, Electrical Assets along with some BFM (Building Fabric Maintenance) related assets – Main Building Construction Elements, Flagpoles, Guttering, Chimneys, Playground Equipment.

Asset condition will be captured and reported based purely on the visual appearance of the asset and any auditable or reported defects without intrusive inspection, testing or investigation.

Our surveyors will record and provide the following information, where available/identifiable, from a non-intrusive audit as part of the standard asset collection:

- Function as per NRM and FMS 002- 4 levels of hierarchy
- Asset Photo
- Manufacturer
- Model (where visible)
- Year of Manufacture
- Serial number (where applicable and readily available)
- Asset No
- Year of Install
- Quantity

Please see Annex C for current programme timing.

3. Existing information

When required to Provide the Service, the Consultant obtains from the Client all existing information including, but not limited to, drawings, as-built information, existing survey information, existing design information as maybe necessary to Provide the Service.

The Consultant visits the Site to assess, inspect and take account of the conditions as maybe necessary to Provide the Service. The Consultant notifies the Client of any physical Site restrictions that may affect the works.

When visiting the Site the Consultant complies with all reasonable security requirements of the Client.

4. Specifications and standards

The Consultant complies with UK statutory regulations unless otherwise stated in the Scope.

To the extent applicable, and when required to Provide the Service, the Consultant also complies with the law applicable to the Project location, including any statutory regulations and legislation.

In the event of any difference, discrepancy or conflict between the relevant laws, standards and regulations, the Consultant complies with the higher standards and obligations set out in such laws, standards and regulations.

References to the following terms listed in the column heading entitled "Term" are construed as references to the corresponding terms listed under the column heading "Reference meaning" as defined or used in the contract as the context requires.

Scope

5. Constraints on how the *Consultant* provides the Service

The Consultant complies with the security vetting requirements stated in the Annex A Project Brief; FMR 24 Statement of Requirements.

SC clearance is required for each person who carries out work for the locations listed in; Annex A Project Brief; FMR 24 Statement of Requirements.

All communications are in electronic form, transmitted via email. It is the responsibility of each team member; consultant and client to maintain records and file copies of communications and attachments as required.

Hard copies are used only when agreed between the Client and Consultant.

The name of the Project is FMR Audits – Asset data collection and forward maintenance and this is the only title that is stated on all documentation including all communications, meeting notes and drawing title blocks.

The Consultant attends all meetings as maybe necessary to Provide the Service. Typically, this includes, but is not limited to:

- initial security briefing,
- design coordination meetings,
- Project team / site progress meetings to report to the Client,
- Project board meetings,
- regular design review meetings to suit the Project stage,
- design presentation meetings to suit the Project stage and
- regular Project handover and Completion meetings.

Unless otherwise agreed with the Client, the meetings are held online.

The Consultant submits weekly progress reports to the Client which include the following minimum information:

- identification of key issues and decisions required,
- information required and issued in the last reporting period,
- activities to be undertaken in the next reporting period,
- activities undertaken in the last reporting period and
- identification of any delays encountered and mitigation measures being implemented.

The Consultant obtains the Client's acceptance of the format and content of its monthly progress reports before it submits the first report. The first report is submitted within one month of the starting

date.

The Consultant prints, reproduces or purchases all documents, drawings, maps, photographs and other records necessary to Provide the Service.

The Consultant provides copies of all drawings, specifications and schedules to the Client and the Client's other consultants as necessary to Provide the Service in electronic format in portable document format (PDF) and the original software file.

Electronic copies of drawings submitted to the Client are in a format compatible with AutoCAD. Electronic copies of drawings issued to the Project team may be in a format agreed with them.

All reports prepared by the Consultant are submitted to the Client in PDF. When instructed by the Client such reports are issued to the Client to enable them to share with other Consultants.

When required to Provide the Service and for the purposes of completing the as-built drawings and operation instructions and maintenance manuals the Consultant provides the documents in the following form:

- two paper copies,
- one electronic copy in the software file the document was originally prepared and
- one electronic copy in PDF.

The Consultant co-operates with and co-ordinates its activities in order to Provide the Service with the Project team. This includes, but is not limited to:

- issuing and responding to communications,
- issuing information,
- reviewing and evaluating different design options,
- revising and updating information,
- reviewing and commenting on information received and
- attending regular co-ordination meetings.

When required to Provide the Service, the Consultant carries out or procures the site surveys and investigations stated in Annex A Project Brief; FMR 24 Statement of Requirements. The Consultant notifies the Client of the need for any additional tests, inspections, site surveys or investigations that are required to Provide the Service.

For each site survey or investigation, the Consultant prepares a specification and submits it to the Client for acceptance.

The Consultant manages the works and notifies the Client of the results of each site survey and

investigation.

The Consultant operates a quality management system which complies with the relevant parts of BS EN ISO 9001 and 9002 or similar standard agreed with the Client.

Unless otherwise agreed with the Client, the Consultant states as a minimum in the quality plan how, in Providing the Service, it intends to:

- manage its resources,
- discuss, review and coordinate with the Client, the Client's other consultants and Others,
- procure all necessary information,
- manage Subcontractors (if applicable),
- ensure compliance with the contract and
- comply with recognised good practice, British Standards and Codes of Practice.

A reason for not accepting the quality plan is that it does not include the information which this Scope requires, or it does not represent a practicable approach to Providing the Service.

Notwithstanding the Project location the Consultant:

- complies with its statutory duties under the CDM Regulations including, where applicable, in relation to the obligations imposed on designers,
- when required advises the Client of its duties under the CDM Regulations,
- prepares the preconstruction information, construction phase plan and the health and safety file and
- co-operates with and assists the Principal Contractor in their respective duties under the CDM Regulations including identifying changes to the requirements of the Project to avoid, mitigate or control hazards from materials, conditions or procedures being considered for the Project likely to affect any person carrying out construction, maintenance or repair work on the Project.

The Client is subject to the requirements of any statutory code issued by Government from time to time, including the Code of Practice on Access to Government Information ("CoPAGI"), Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The Consultant assists and co-operates with the Client to enable it to comply with its Information disclosure obligations.

The Consultant:

- notifies the Client of all Requests for Information (means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR) that it receives within 3 days,
- submits all Information in their possession or under their control in the form that the Client requires following the Client's instruction and
- provides all necessary assistance to enable the Client to respond to the Request for

Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

The Client is responsible for determining, at its absolute discretion, whether any Information is exempt from disclosure in accordance with the provisions of the CoPAGI, FOIA or the EIR.

The Consultant does not respond directly to a Request for Information unless instructed to do so by the Client.

Notwithstanding the confidentiality provisions in the contract, the Client may be required under the FOIA, or the EIR to disclose information concerning the Consultant or the service:

- in certain circumstances without notifying the Consultant or
- following notification, may take account of any response from the Consultant.

The Consultant retains all Information for disclosure and permits the Client to inspect such records when notified by the Client.

When required to provide paper copies of deliverables, unless stated otherwise in the Scope, the Consultant uses recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

In line with the UK government commitment to expand apprenticeships in the public sector, the Consultant, including its Subcontractors, provide training and apprenticeship opportunities where it is appropriate to do so.

For further information on the initiative, refer to the Cabinet Office joint statement on Access to Skills, Trade Unions and Advice on Government Contracting at

http://www.cabinetoffice.gov.uk/media/cabinetoffice/workforcematters/assets/CO_joint_statement.pdf
and the OGC guidance leaflet "Promoting Skills through Public Procurement" at
http://www.ogc.gov.uk/documents/promoting_skills_through_public_procurement.pdf

The Consultant ensures its people, including employees, agents and Subcontractor people, conduct themselves in a professional manner appropriate to the cultural practices of the Project location and to a standard expected of organisations associated with the Client.

The Consultant ensures its people, including employees, agents and Subcontractor people are not under the influence or have in their possession drugs and/or alcohol that may impair their performance or cause a health and safety risk.

The Consultant submits an annual slavery and human trafficking statement each financial year. The statement discloses the steps taken by the Consultant to ensure human trafficking is not taking place in its business or states it has taken no steps.

1.1 The following terms used in this section of the Scope have the definitions given to them in the General Data Protection Regulation (EU) 2016/679 (GDPR).

(1) The Data is personal data.

(2) The Client is the controller.

(3) The Consultant is the processor.

1.2 The Consultant processes the Data only in accordance with the Scope and in compliance with the requirements of the GDPR.

1.3 The Consultant obtains written commitments to confidentiality from persons authorised to process the Data and requires them not to process the Data except in accordance with the Scope.

1.4 The Consultant implements technical and organisational measures to maintain a level of security of the Data appropriate to the risk presented by processing.

1.5 The Consultant includes in any subcontract which involves the processing of Data the same requirements for Data processing to those in this contract. Further sub subcontracting which involves the processing of Data is not made without the agreement of the Client.

1.6 The Consultant assists the Client by appropriate technical and organisational measures for the fulfilment of the Client's obligation under the GDPR.

1.7 In accordance with the instruction of the Client, the Consultant deletes or returns the Data to the Client before the defects date.

1.8 The Consultant makes available to the Client information necessary to demonstrate compliance with the requirements for processing the Data.

1.9 The Consultant assists in audits, including inspections, conducted by or on behalf of the Client.

1.10 The Consultant immediately informs the Client if it believes that an instruction infringes the GDPR or data protection provisions of a Member of the European Union.

1.11 If instructed by the Client, the Consultant assists the Client to ensure compliance with its obligations under the GDPR.

Scope

6. Requirements for the programme

The Consultant completes its service in accordance with the Client's overall programme constraints stated in Annex A Project Brief; FMR 24 Statement of Requirements.

The Client and Others provide information and other things to the Consultant at the times stated in Annex A Project Brief; FMR 24 Statement of Requirements.

Completion occurs when the surveys have been completed and the data has been provided following their quality checks and sign off by the Client.

The Consultant submits a valid invoice in PDF to the email address stated below. The Consultant clearly identifies the Client's relevant Purchase Order number, payment certificate reference, Project name and the Client's representative's name on each invoice. Payment due to the Consultant is made no later than 30 days after receipt of a valid and undisputed invoice.

The invoice is addressed to:

[REDACTED]

Unless otherwise agreed with the Client, the Consultant submits details of how the amount due has been assessed in the form of the Price List showing the sum of each completed item less the sum of completed item at the last assessment date.

Any expenses incurred since the last assessment day are identified separately. Receipts and proof of payment of expenses are included with the details.

Material, documents and contract related correspondence are retained by the Consultant in electronic format that can be read by contemporary software packages (i.e. Microsoft Word and Excel and AutoCAD and Autodesk Revit). The Consultant maintains an archiving plan of retained documents and maintains copies of the software required to read them.

The Consultant keeps records, retains and stores them in accordance with Code of Practice for archivists and records managers under Section 51(4) of the Data Protection Act 1998 or similar standard agreed by the Client.

The Consultant keeps records, invoices, receipts and all other documentation to support the payment of all expenses incurred and that are stated in Contract Data. The Client will pay all expenses on an open book passthrough basis so as not to incur any mark up or VAT.

The Client may use the material prepared by the Consultant for the purpose of construction, completion, maintenance, operation, reinstatement, repair, letting, promotion and / or advertisement of the Project.

The Consultant does not use material prepared by it under the contract for any other purpose.

Scope

7. Information and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
Statement of Requirements	Shared
Data capture template	Shared
Forward maintenance register for each package	
Surveyor security template	
Prescribed Flash report	
Global Expenditure Guides	

Supplier Response to RFI

[REDACTED]

Planned Programme Timings

[REDACTED]