Date•. • 06.08.19

#### FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

**Between**

Department for Work and Pensions And

Ridge and Partners LLP For the provision of

Project Management Services for DWP BAU Projects 2019 - 2020 Financial Year at

Various Sites

#### THIS AGREEMENT

**Is made the ( 06th** ] **day of August 2019**

**PARTIES:**

1. **DEPARTMENT FOR WORK AND PENSIONS** acting as part of the Crown (the ***"Employer'');*** and
2. **Ridge and Partners LLP** which is a company incorporated in and in accordance with the laws of **England** (Company No. OC309402 whose registered office address is at **The Cowyards Blenheim Park, Oxford Road, Woodstock, Oxfordshire, OX20 1QR** (the ***"Consultant').***

#### BACKGROUND

1. 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 project management services for the benefit of public sector bodies.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number **RM3741)** which is dated 3'd May 2017 (the **" Framework Agreement).** In the Framework Agreement, the Consultant is identified as the "Supplier".
3. On the 7th June 2019, the *Employer.* acting as part of the Crown, invited the *Consultant* along with other framework suppliers to tender for the *Employer's* project management services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
4. On the 17th June 2019, the *Consultant submitted* a tender response and was subsequently selected by the *Employer to* provide the services.]
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

#### IT IS AGREED AS FOLLOWS:

1. The *Employer 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 Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

### This Call Off Contract Is the entire agreement between the parties in relation to the *services* 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 agreement in reliance on any arrangements. understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

1. Nothing in clauses 3 or 4 shall exclude liability in respect of misrepresentations made fraudulently

##### The Contract Schedules are·

* 1. Instruction to Tenderers
  2. Project Briefing Document
  3. Schedule of Projects
  4. Fee Schedules
  5. Ridge Proposal
  6. Tender Query Schedule
  7. DWP Code of Conduct
  8. DWP Acceptable Use Policy

**Executed under hand**

The Consultant

Signed by **REDACTED** for and on behalf of Ridge and Partners LLP

**REDACTED**

Member

The Authority

Signed by **REDACTED** for and on behalf of The Secretary of State for Work and Pensions of Caxton House, Tothill Street. London, SW1H 9NA

**REDACTED**

Authorised signatory

**Professional Services Contract**

**Contract Data**

**Part one - Data provided by the *Employer***

**1 General** • The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W1 and secondary Options X2 and X18, Y(UK)2, Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).

• The *Employer* is Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA

• The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Royal Institution of Chartered Surveyors or nominated by the *Adjudicator nominating body* in the absence of agreement.

• The services are as set out in the Tender Enquiry issued 07th June

2019 and appended to this agreement.

• The Scope is as set out in the Tender Enquiry issued 07th June 2019 and appended to this agreement.

• The *language of this contract* is English.

• *The law of the contract* is the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties, irrevocably agree to submit to the Jurisdiction of those courts.

• The *period for reply* is two weeks \_

• The *period for retention* is 6 years following Completion or earlier termination.

###### • The Adjudicator nominating body is the Royal Institution of Chartered Surveyors

• The *tribunal* is arbitration

• The following matters will be included in the Risk Register n/a

**2 The Parties'** • The *Employer* provides access to the following persons, places and

**main** things

responsibilities

• access to DWP premises as necessary

3 Time • *The starting date* is 24th July 2019.

• The *Consultant* submits revised programmes at intervals no longer than one month.

**4 Quality** • The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.

* + - The *defects date* is 52 weeks after Completion of the whole of the

###### services.

**5 Payment** • The assessment *interval* is monthly

* The *currency of this contract* is the pound sterling (£).
* The *interest rate* is, [3% per annum above the Bank of England base rate in force from time to time.]

**8 Indemnity,** • The amounts of insurance and the periods for which the *Consultant*

**insurance and** maintains insurance are

**liability**

|  |  |  |
| --- | --- | --- |
| **event** | **cover** | **Period** |
| failure of the | £(5,000,000] in respect of | from the *starting* |
| *Consultant* to use the | each claim, without limit to | *date* until 6 years |
| skill and care | the number of claims | following |
| normally used by | except for claims arising | completion of the |
| professionals | out of pollution or | whole of the |
| providing services | contamination, where the | *services* or earlier |
| similar to the | minimum amount of cover | termination |
| *services* | applies in the aggregate in |  |
|  | any one period of |  |
|  | insurance and except for |  |
|  | claims arising out of |  |
|  | asbestos where a lower |  |
|  | level may apply in the |  |
|  | aggregate |  |
| death of or bodily | As required under | from the *starting* |
| injury to a person | Framework Schedule 14 | *date* until all notified |
| (not an employee of the *Consultant)* or | (Annex 1 - Part A) | Defects have been corrected or earlier |
| loss of or damage to |  | termination |
| property resulting |  |  |
| from an action or |  |  |
| failure to take action |  |  |
| by the *Consultant* |  |  |

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

As required under Framework Schedule 14 (Annex 1 - Part C)

from the *starting date* until all notified Defects have been corrected or earlier termination

**Optional Statements**

**If the *Employer* has decided the *completion date* for the whole of the *services***

* The *completion date* for the whole of the *services* is 31st March 2020

'

#### If no programme is identified in part two of the Contract Data

* The *Consultant* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

#### If the period in which payments are made is not three weeks and Y(UK)2 is not used

* The period within which payments are made is n/a

#### If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

* The period for payment is n/a

**If the *Employer* states any *expenses***

* + The *expenses* stated by the *Employer* are Item

n/a

Amount

#### If Option A is used:

* + - The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks.

#### Option X1 If Option X1 is used

* + The *index* is the Consumer Price Index (CPI} - as published by the Office for National Statistics.

#### Option X2 If Option X2 is used

* + *The law of the project* Is the law of England and Wales.

## Option X18 If Option X18 is used

* Notwithstanding anything to the contrary contained within this contract, the total aggregate liability of the Consultant under or in connection with this contract. whether in contract. in tort, for negligence or breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed £5,000,000.00

**Option Z** • The *additional conditions of contract* are clauses Z1 to Z48 set out with this contract save for:

*Z9, Z35, Z41, Z48*

**Clause Z15** • Z15.1 (1) delete "Data Protection Act 1998" and add "Data Protection Act 2018"

* Delete Z15.1(2), Z15.2, Z15.3, Z15.4, Z15.5. Z15.6, Z15.7, Z15.8,

Z15.9, Z15.10, Z15.11

**Part two** - **Data provided by the *Consultant***

**1 Statements given** • The *Consultant i*s

**in all contracts** Name Ridge and Partners LLP ...

##### Address The Cowyards, Blenheim Park, Oxford Road Woodstock, OX20 1QR....

* The key people are:

##### Name **REDACTED**

* Job [ Partner ]
* Responsibilities (DWP BAU Projects 2019 - 2020 Framework Lead)
* Experience [Refer to CV - Submitted with Tender]

|  |  |  |
| --- | --- | --- |
| * The staff rates are: |  |  |
| * Name/job title * [**REDACTED**] Partner | Rate  **REDACTED** |
| * [**REDACTED**] Associate | **REDACTED** |  |
| * [**REDACTED**] Senior PM | **REDACTED** |  |

* The following matters will be included in the Risk Register

.. TBC.

**Optional statements If the Consultantis to decide the *completion date* for the whole of the *services***

The *completion date* for the whole of the *services* is [TBC]

If the programme is to be identified in the Contract Data

* + The programme identified in the Contract Data is ... TBC...

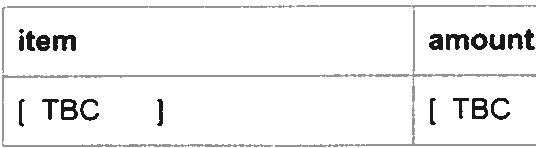
*Include where* **If the *Consultant* states any *expenses***

*expenses are being*

*stated by the Consultant*

* The *expenses* stated by the *Consultant* are

*{Include if the* **If the Consultantrequires additional access**



*Consultant requires*

*additional access]* The *Employer* provides access to the following persons, places and

##### things

access to access *date*

TBC ... .. .. .. ... . .. ...... .. .. .. .. ... . .. .. .. TBC .... .

**If Option A or C is used**

* + The *activity schedule* is **REDACTED**

##### The tendered total of the Prices is **REDACTED**

If **Option Y(UK)1 is used**

• The *project bank* is. . . ... ... ... ... .. .. ... .. . .. .. .. ... . . . • ..

* + The *named suppliers* are. . .. . .... .. .. . . .. .. .. .. ... . ... .. . ... .