



**CCS Offsite Construction Solutions Framework RM6184  
Framework Alliance Contract  
Version 1.1**

**FRAMEWORK ALLIANCE AGREEMENT**

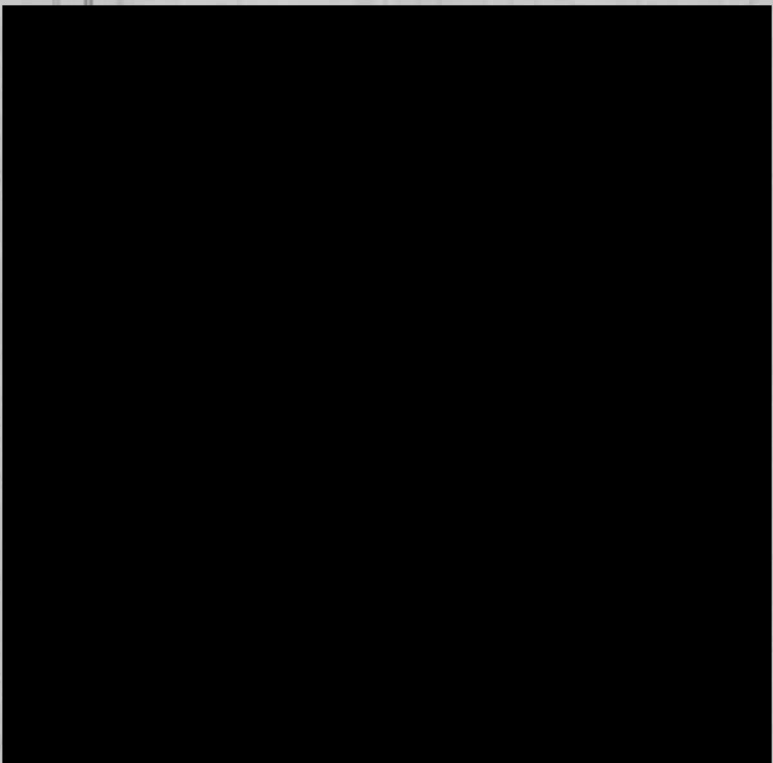
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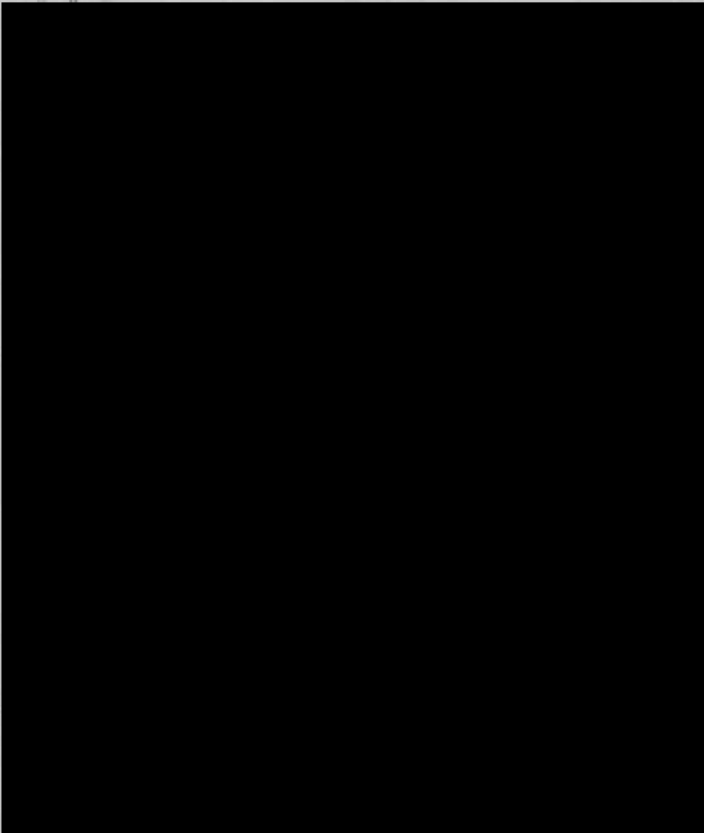
## SCHEDULE 5

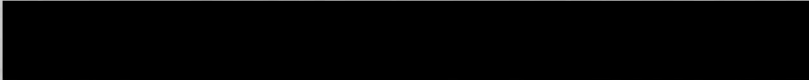
### PART 2 ANNEX A PROJECT HIRE AGREEMENT

Project Hire Agreement - Annex A			
<p>The Additional Client guidance: This Project Hire Contract Form, when completed and executed by both Parties, forms a Pre-manufactured primary structural systems Order. A Pre-manufactured primary structural system Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form</p>			
Fields Additional Client to complete prior to tender and included in tender pack.		Fields Additional Client to complete on award of Project	
Supplier Alliance Member to complete		Automatic Fields Populated by Contract	
ACUA NUMBER		OCS-28726-2023	
PURCHASE ORDER REFERENCE		PO: HME572391	
DATE OF ORDER		08 September 2023	
HIRE TERMS		FAC1 - Schedule 5 part 2 (see Special Terms)	
THE ADDITIONAL CLIENT			

THE ADDITIONAL CLIENT	THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (The Home Office)
THE ADDITIONAL CLIENT CONTACT	
THE ADDITIONAL CLIENT EMAIL ADDRESS	
THE ADDITIONAL CLIENT POSTAL ADDRESS	2 Marsham Street, London, SW1 4DF
INVOICING EMAIL ADDRESS	
THE SUPPLIER ALLIANCE MEMBER	
THE SUPPLIER ALLIANCE MEMBER	Portakabin Ltd
SUPPLIER ALLIANCE MEMBER ADDRESS	York House, New Lane, Huntington, York, YO32 9PT
SUPPLIER ALLIANCE MEMBER PROJECT LEAD	
SUPPLIER ALLIANCE MEMBER EMAIL	
THE DELIVERABLES	
Pre-manufactured primary structural system / Project summary	<p>For full details see Statement Of Requirements - Wethersfield v1.0 and Offer Document Rev C</p> <p>The goal of the Project is to provide non-detained accommodation at Wethersfield including the following:</p> <ul style="list-style-type: none"> <li>▪ The supply of and fit out of modular units</li> <li>▪ Furniture &amp; furnishings as set out in Offer Document Rev C and summarised in the Statement of Requirements</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Delivery and installation including groundworks,</li> <li>▪ Maintenance of the building fabric and installed systems, including Fire Alarms and Fire Suppression where installed</li> <li>▪ Removal and collection upon Project completion.</li> </ul>
Project Services and Project Programme	<p>For full details see Statement Of Requirements - Wethersfield v1.0 and Offer Document Rev C</p> <p>The below summarises the spaces to be included and the furnishings to be provided by the Supplier in each.</p> 

	
Full Maintenance Required	Maintenance of the building fabric and installed systems, including Fire Alarms and Fire Suppression where installed
Do you want to separate Fit out costs from hire cost?	No

Special Terms	See below for amendment or enhancements to Schedule 5 part 2.	
	The following are to be included as Special Terms: <ul style="list-style-type: none"> <li>• Special Terms Schedule v1.0</li> <li>• KPIs for Modular Accommodation v0.4</li> <li>• Statement Of Requirements - Wethersfield v1.0</li> </ul>	
DELIVERY PLACE		
DUE DELIVERY DATE	See proposed timetable in attached Offer Document Rev C	
HANDOVER DATE	04 October 2023	
INITIAL HIRE PERIOD	104 weeks	
NOTICE PERIOD	3 Weeks	
CONTRACT END DATE	01 Oct 2025	
CONTRACT NOTICE DATE	09 July 2025	
EXTENSION OPTION PERIOD	Yes	
	4 Weeks	
	Rolling	

PRICE- FOR PRICING SEE ATTACHMENT [05 Wethersfield Cost & Pricing V2.0]

		One Off	Weekly
Total Fit Out cost and conversation			
Periodic Hire			
Maintenance			
Delivery			
Installation			
Removal (estimate)			
Consultancy	Planning		
	Building control		
	Design		
	Other		
Other	[Insert Detail]		
SUB TOTAL		£ -	£ -
HIRE PAYABLE BY THE ADDITIONAL CLIENT		£	-
		Weekly	

Extension Hire period option	
<b>PAYMENT and Insurance</b>	
FREQUENCY OF INVOICES	Monthly
PAYMENT	The Client or Additional Client shall pay the Supplier Alliance Member within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Pre-manufactured primary structural system Order Form and the provisions of the Project Contract.
Value of required insurance to cover buildings and equipment hired, none as Total Loss Value	
<b>BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER ALLIANCE MEMBER AGREES</b> that an agreement is formed under the terms of the Framework Alliance Contract OCS-28726-2023 of 08 September 2023 incorporating the Project Contract Conditions relating to Pre-manufactured structural system set out in that Contract	
<b>For and on behalf of the Client or Additional Client</b>	
Name and Title	
Signature	
Date	11 October 2023
<b>For and on behalf of the Supplier Alliance Member</b>	
Name and Title	
Signature	
Date	



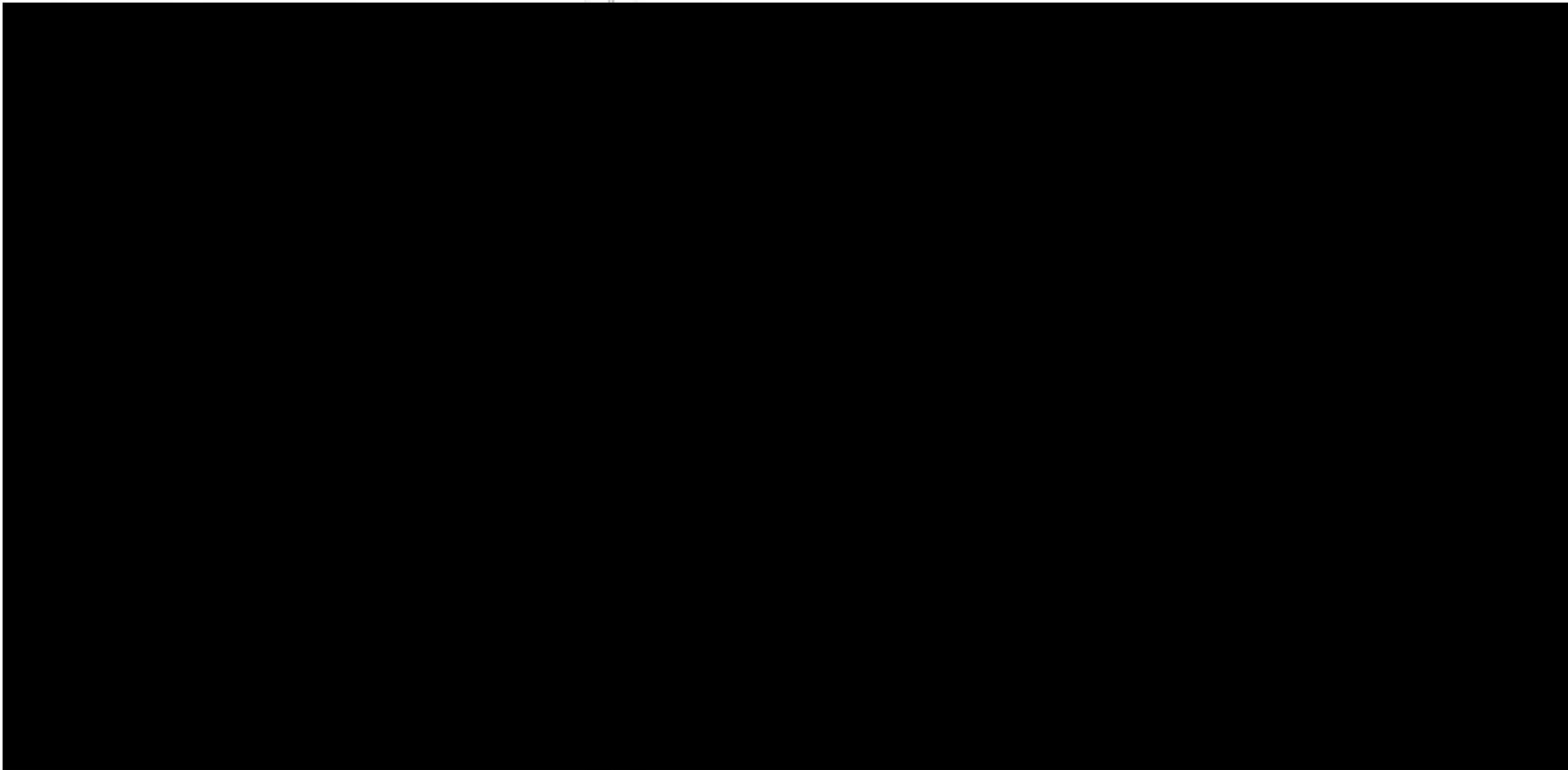


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1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

## Principles



## SPECIAL TERMS SCHEDULE

The following special terms are incorporated into the Project Contract.

### Special Term 1 – Order of Precedence

Insert new clause 2.14:

In the event of any discrepancy between the *Project Hire Agreement*, the Hire Terms, and the Special Terms, the Special Terms shall take precedence.

### Special Term 2 – Limitation of Liability

Insert new clause 13.6:

"The *Supplier Alliance Member's* total liability to the *Additional Client* in respect of damage to physical property arising under or in connection with the *Project Hire Agreement*, whether in contract, tort, (including, but without limitation, negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1,000,000 (one million pounds) and the *Supplier Alliance Member's* total liability in respect of all liability (other than liability for damage to physical property) arising under or in connection with the *Project Hire Agreement* (including any indemnity), whether in contract, tort, breach of statutory duty, or otherwise but excluding personal injury and death due to negligence, shall in no circumstance exceed the total *Hire Charges*."

### Special Term 3 - Delays

Insert at the beginning of clauses 7.4 and 7.6: "Subject to clause 7.17".

Insert new clause 7.17:

7.17 The *Supplier Alliance Member* will not be liable for any delay in the *Due Delivery Date* caused by or arising from: (i) any changes requested by the *Additional Client* to the terms of the *Project Hire Agreement* (including changes to the *Site*, *Delivery Place*, the specification, or the *Project Programme*); (ii) any *Additional Client* default; (iii) the acts or omissions of utilities suppliers, local government authorities or other third parties; (iv) the existence of any adverse physical conditions (including sub-surface conditions) or artificial obstructions affecting the *Site* or *Delivery Place*; (v) as a result of any failure to obtain any consents, permissions or approval; or (vi) any other matters beyond the reasonable control of the *Supplier Alliance Member* (including but not limited to adverse weather impacting upon the performance of *Installation Services*) (each a "Delay Event") and on the occurrence of a Delay Event the *Additional Client* shall: (i) grant an extension to the *Due Delivery Date* to account for the period of the Delay Event; and (ii) pay any additional costs arising from the Delay Event to the *Supplier Alliance Member*.

### Special Term 4 – Modular Building Collection

Delete clause 11.1 and replace with the following clause 11.1:

11.1 At the *Additional Client's* cost, unless otherwise agreed in writing between the *Supplier Alliance Member* and the *Additional Client*, the *Supplier Alliance Member* must remove the *Pre-manufactured Primary Structural Systems* from the *Site* or from any other agreed place of collection within five (5) Working Days of the expiry or termination of the *Hire Period*.

Insert new clause 11.5:

11.5 Unless otherwise agreed in writing between the *Additional Client* and the *Supplier Alliance Member* the cost of any reinstatement works at the *Site* or *Delivery Place* shall be borne by the *Additional Client*.

### Special Term 5 – Unavailability Payment

The *Unavailability Payment* referred to in clause 12.3(b) shall not be applicable, unless expressly stated as applicable in the *Project Hire Agreement*.



Home Office

# Modular Accommodation

## Statement of Requirements Wethersfield

**Version:** V0.2

**Date:** 20/08/23

## 1. Summary

- 1.1. The Project as delivered should meet the design set out in Offer Document Rev C (7th July 2023) unless otherwise explicitly confirmed and agreed by the Authority. Any changes that will impact either the rates or the overall price of any element will need to be confirmed in writing and a summary of the impact on total contract value will need to be produced and agreed.



## 2. Specification & Standards

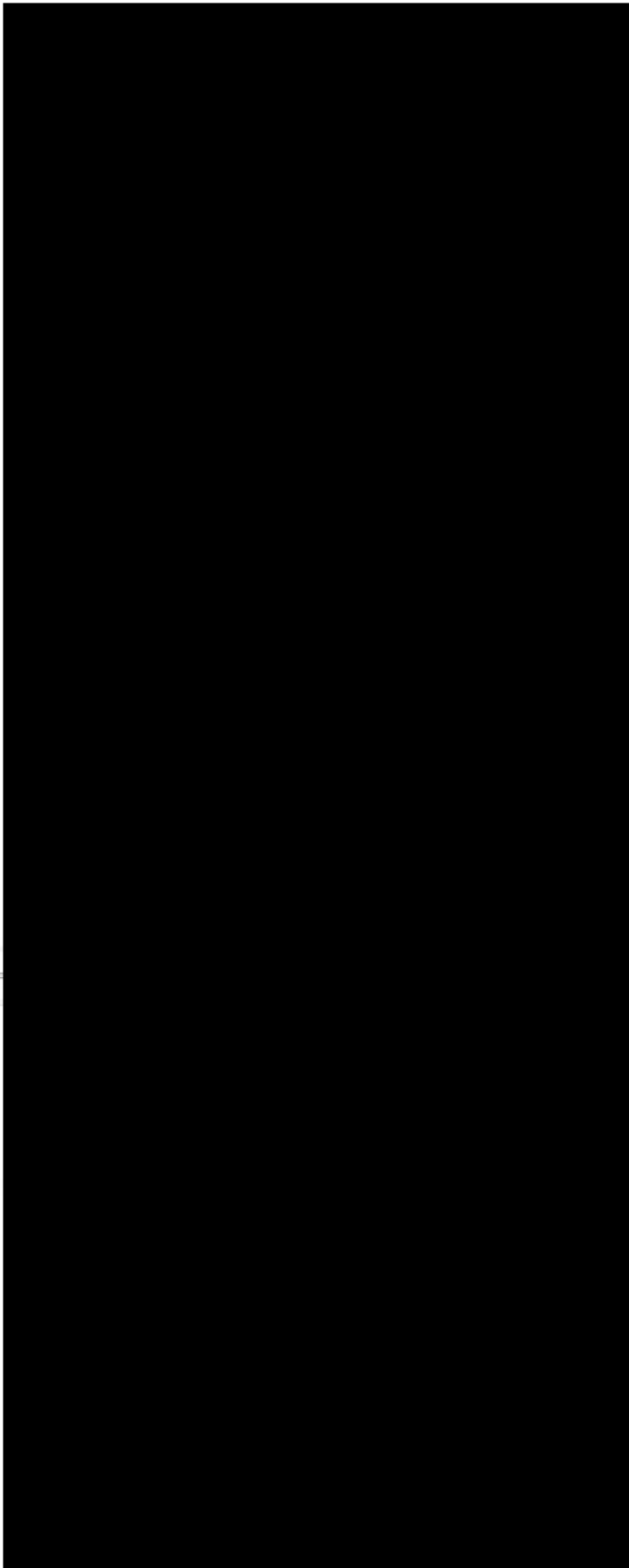
- 2.1. The Project is to comply with the RM6184 framework specification (RM6184-Offsite-Construction-Solutions-OCS-Specification-V1.0)
- 2.2. The Project is to comply with all relevant British Standards, HBN's / HTM's, statutory requirements and the requirements of statutory undertakings, building regulations and local fire officer, CDM Regulations.

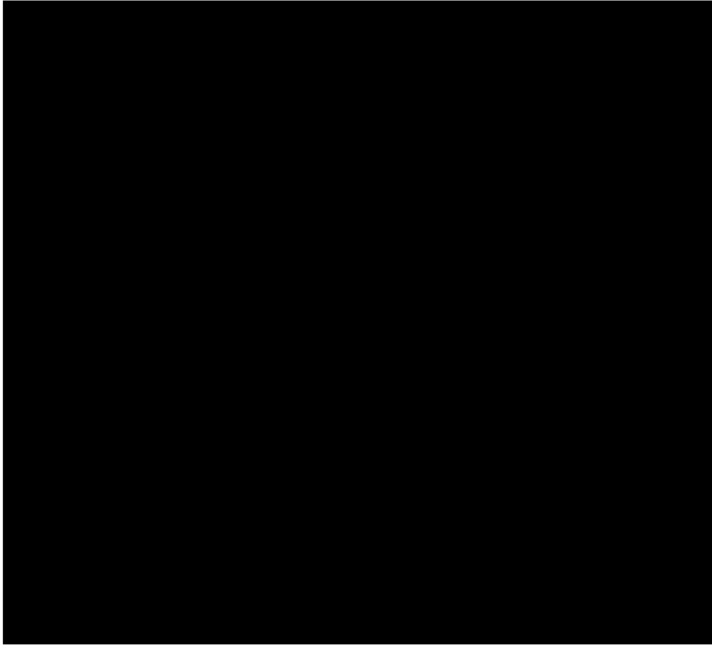
## 3. Requirements

- 3.1. The goal of the Project is to provide non-detained accommodation at Wethersfield, including the following:
  - 3.1.1 The supply of and fit out of modular units
  - 3.1.2 Furniture & furnishings as set out in Offer Document Rev C and summarised in Section 4
  - 3.1.3 Delivery and installation including groundworks,
  - 3.1.4 Maintenance of the building fabric and installed systems, including Fire Alarms and Fire Suppression where installed
  - 3.1.5 Removal and collection upon Project completion.

## 4. Spaces Required

- 4.1. The below sets out the spaces to be included, the applicable unit types, and the furnishings to be provided by the Supplier in each.
- 4.2. All units  

- 4.3. 







## 5. Pricing

- 5.1. The pricing for the Project consists of both one-off costs and the hire rates for each unit as specified in Wethersfield Costs & Pricing v1.0
- 5.2. Any changes that would impact either the rates or the total cost of any phase must be confirmed in writing with the Home Office
- 5.3. It is understood that the cost of removal and collection of units upon completion are an estimate . At any point if the supplier becomes aware that the cost is likely to increase this must be immediately notified to the Home Office.
- 5.4. Final costs of removal and collection to be confirmed once the Project end date is confirmed

## 6. Reporting & Key Performance Indicators

- 6.1. The KPIs will be measured and managed as specified in KPIs for Modular Accommodation v0.4
- 6.2. All information required to be submitted by the supplier will be included in a Site Report to be completed at the following frequency:
  - 6.2.1 Fortnightly - While there is ongoing preparation, installation, or removal works
  - 6.2.2 Monthly - While there is no ongoing preparation, installation, or removal works
- 6.3. The Site Report should include the following information, as well as any information required as part of the KPIs:
  - 6.3.3 A summary of all activity completed on site including the number and type of any units installed or removed
  - 6.3.4 Any hazards identified and any remediation measures
  - 6.3.5 Details of all safety incidents, minor or major
  - 6.3.6 Any faults that have been reported and the subsequent response and rectification times
  - 6.3.7 Details of any subcontractors that have attended site and the works carried out

