

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019, OCTOBER 2020
AND JANUARY 2023) AND CONTRACT DATA**

TABLE OF CONTENTS

1. Form of Agreement
2. Contract Data – Part one (Data provided by the *Client*)
3. Contract Data – Part two (Data provided by the *Consultant*)
4. Additional conditions of contract – Clauses Z1 to Z146
5. Contract Schedule 1 – Client’s Statement of Requirements and Scope
6. Contract Schedule 2 – Consultant’s Proposal
7. Contract Schedule 3 – Pricing Schedule
8. Contract Schedule 4 – TUPE and List of Notified Subcontractors
9. Contract Schedule 5 – Processing Data
10. Contract Schedule 6 – Instruction by Task Order
11. Contract Schedule 7 – Client’s Security Requirements
12. Contract Schedule 8 – Client’s Code of Conduct
13. Contract Schedule 9 – Key Performance Indicators
14. Contract Schedule 10 – Financial Distress
15. Contract Schedule 11 – Cyber Essentials
16. Contract Schedule 12 – NOT USED
17. Contract Schedule 13 – NOT USED
18. Contract Schedule 14 – Template form of Collateral Warranty in favour of a beneficiary
19. Contract Schedule 15 – NOT USED
20. Contract Schedule 16 – Invitation to Tender for Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works and Recharge
21. Contract Schedule 17 – Exit Management
22. Contract Schedule 18 – Change Control Procedure
23. Contract Schedule 19 – DWP Policy on Expenses for Business Travel & Accommodation

Date.....29th April 2024.....

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating
amendments January 2019, October 2020 and January 2023**

Between

THE SECRETARY OF STATE FOR WORK AND PENSIONS

And

MCBAINS LTD

For the provision of

**Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works
and Recharge**

THIS AGREEMENT is made the day of

PARTIES:

1. **THE SECRETARY OF STATE FOR WORK AND PENSIONS** acting as part of the Crown (the "**Client**"); and
2. **MCBAINS LTD** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 03094139) whose registered office address is at 5th Floor 26 Finsbury Square, London, England, EC2A 1DS (the "**Consultant**").

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 ("Construction Professional Services" with reference number RM6165) which is dated 1 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On 23 November 2023, the *Client*, acting as part of the Crown, and in the Framework Agreement is identified as a "Contracting Authority" invited the *Consultant* along with other framework suppliers to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On 17 January 2024, the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) 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 their 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.
3. This contract incorporates the *conditions of contract* in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019, October 2020 and January 2023 and incorporating the following Options:
 - 3.1. Main Option A;
 - 3.2. W2;
 - 3.3. Option X1, X2, X8, X9, X10, X11, X18, X20; and
 - 3.4. Options Y(UK)2, and Y(UK)3

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in

it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019, October 2020 and January 2023 to "the contract" are references to this Call Off Agreement.

4. This Call Off Agreement 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.
5. 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.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.
7. The Contract Schedules are:

Contract Schedule 1 - Client's Statement of Requirements and Scope

Contract Schedule 2 - Consultant's Proposal

Contract Schedule 3 - Pricing Schedule

Contract Schedule 4 - TUPE and List of Notified Subcontractors

Contract Schedule 5 - Processing Data

Contract Schedule 6 - Instruction by Task Order

Contract Schedule 7 - Client's Security Requirements

Contract Schedule 8 – Client's Code of Conduct

Contract Schedule 9 - Key Performance Indicators

Contract Schedule 10 - Financial Distress

Contract Schedule 11 - Cyber Essentials

Contract Schedule 12 - NOT USED

Contract Schedule 13 - NOT USED

Contract Schedule 14 - Template form of Collateral Warranty in favour of a beneficiary

Contract Schedule 15 - NOT USED

Contract Schedule 16 - Invitation to Tender for Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works and Recharge

Contract Schedule 17 - Exit Management

Contract Schedule 18 - Change Control Procedure

Contract Schedule 19 - DWP Policy on Expenses for Business Travel & Accommodation

Executed under hand

EXECUTED by the Parties and delivered on the date which first appears in this Call Off Agreement.

Signed by an authorised signatory for and on behalf of the **SECRETARY OF STATE FOR WORK AND PENSIONS** acting as part of the Crown

.....

Authorised signatory

.....

Position

.....

Name

Signed by **MCBAINS LTD** acting by a Director and the Company Secretary/two Directors

.....

Director

.....

Director/Company Secretary

Professional Services Contract Contract Data

Part one – Data provided by the *Client*

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019, October 2020 and January 2023.

Main Option A

Option for resolving and avoiding disputes: W2

Secondary Options X1, X2, X8, X9, X10, X11, X18, X20, Y(UK)2, Y(UK)3 and Z.

The *service* is Estates Professional Services to support Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works and Recharge as further set out in Contract Schedule 1 (Client's Statement of Requirements and Scope) to this Call Off Agreement.

The *Client* is **The Secretary of State for Work and Pensions**

Address for communications: Commercial Directorate, Department for Work and Pensions, Caxton House, Tothill Street, London, SW1H 9NA

Address for electronic communications: [REDACTED]

The *Service Manager* is: Department for Work and Pensions

Address for communications: Caxton House, 5th Floor, Tothill Street, London SW1H 9NA

Address for electronic communications: [REDACTED]

The *Scope* is set out in Contract Schedule 1 (Client's Statement of Requirements and Scope) to this Call Off Agreement and Attachment 12 (Specification) of the RM6165 Framework Agreement where any reference to the 'Scope' in this Call Off Agreement shall be deemed to be a reference to the Client's Statement of Requirements and Scope.

The *language of the contract* is English.

The law of the contract is the law of England and Wales and the Courts of the country selected above, 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.

Where legislation is expressly mentioned in this Call Off Agreement the legislation of the country selected here, shall have the effect of substituting the equivalent country's legislation.

The *period for reply* is two (2) weeks.

The *period for retention* is 12 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register:

None

Early warning meetings are held at intervals no longer than one month.

2 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated condition by a key date

The *key dates and conditions* to be met are

Condition to be met	Key Date
<ul style="list-style-type: none"> 1: The appropriate Design Standards Compliance Form for each site, defined in the Statement of Requirements and Scope, will be updated at Royal Institute of British Architects (RIBA) stage 2 and 4. 	<ul style="list-style-type: none"> 1: Within 2 Working Days of the request being made by the <i>Client</i>.
<ul style="list-style-type: none"> 2: Responses to requests for information and/or input or review defined in the Statement of Requirements and Scope from Multi-disciplinary Design Team will be provided and issued. 	<ul style="list-style-type: none"> 2: Within 2 Working Days of the request for information and/or input or review being submitted to the <i>Consultant</i> in writing (which may include email), unless otherwise agreed by the <i>Client</i>.
<ul style="list-style-type: none"> 3: Attendance at a meeting(s) to discuss the report(s) of performance against each Key Performance Indicator and any other contract issues. 	<ul style="list-style-type: none"> 3: Will be communicated in writing (which may include email) by the <i>Client</i> to the <i>Consultant</i> as and when required.
<ul style="list-style-type: none"> Key dates for individual Task Orders, including starting and completion dates 	<ul style="list-style-type: none"> Will be stated by the <i>Client</i> on the Task Order

If Option A is used The *Consultant* prepares forecasts of the total *expenses* that are not included within the Percentage Fee (and for the avoidance of doubt this includes the Prices) and/or that are the *Consultant's* risk under this Call Off Agreement at intervals no longer than four (4) weeks.

3 Time The *starting date* is 1 April 2024.

The *Client* provides access to the following persons, places and things:

Access to	Access date
Access to DWP premises as necessary	As agreed in writing between the <i>Client</i> and <i>Consultant</i> when required
Such additional access as is set out in the relevant Task Order	As set out in the relevant Task Order

The *service period* is the period of 4 years commencing on the *starting date* (the ***initial service period***), provided that the *Client* may extend the *service period* by up to 2 further periods of 12 months each (an ***extension period***), commencing on the day following the last day of the *initial service period* or the previous *extension period* as appropriate, by giving not less than 8 weeks' written notice to the *Consultant* prior to the commencement of the relevant *extension period*.

The *Consultant* submits revised programmes at intervals no longer than two weeks.

If the *Client* has decided the completion date for the whole of the service The *completion date* for the whole of the *service* is 31 March 2028 provided that the *Client* may adjust the *completion date* to match the end of the service period where an extension period is agreed.

If no programme is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 weeks from the issue of a Task Order to the *Consultant*.

4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is within 2 weeks of the *starting date*.

The period between Completion of the whole of the *service* and the *defects date* is 52 weeks after Completion of the whole of the *services*.

5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is monthly.

If the *Client* states any expenses Those stated as payable in accordance with Contract Schedule 19 DWP Policy On Expenses for Business Travel & Accommodation

The *interest rate* is 3% per annum above the Bank of England base rate in force from time to time.

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

If Option C or E is used and the *Client* states any locations Not applicable.

If Option C is used Not applicable.

If Option C or E is used Not applicable.

6 Compensation events

If there are additional compensation events These are additional compensation events:
Not applicable

8 Liability and insurance

If there are additional *Client* liabilities Not applicable.

The amounts of insurance and the periods for which the *Consultant* maintains insurance are:

Event	Cover	Period
The <i>Consultant's</i> failure to use reasonable skill and care normally used by professionals providing services similar to the <i>service</i> .	£2,000,000 in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one annual period of insurance and except for claims arising out of fire safety/cladding claims where a lower level may apply of £1,000,000 for fire safety/cladding claims only in the aggregate in any one period.	from the <i>starting date</i> until 12 years following completion of the whole of the <i>service</i> or earlier termination.
loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£5,000,000 in respect of each event, without limit to the number of events.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination.
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 this contract.	£5,000,000 in respect of each event, without limit to the number of events.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination.
<i>If the Client provides insurances from the Insurance table</i>	Not applicable.	
<i>If additional insurances are provided</i>	Not applicable.	

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £10,000,000 in the aggregate per annual period, except for liabilities arising out of fire safety/cladding claims where a lower level may apply of £1,000,000 for fire safety/cladding claims in the aggregate in any one period.

Resolving and avoiding disputes

The *tribunal* is arbitration.

If the *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules.

The place where arbitration is to be held will be agreed by the Parties before the commencement of arbitration proceedings.

The number of arbitrators shall be agreed by the Parties before the commencement of arbitration proceedings.

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator shall be the Chartered Institute of Arbitrators.

The *Senior Representative* of the *Client* is:

[REDACTED]

Address for communications

Quarry House, Leeds, LS1 7UA

Address for electronic communications

[REDACTED]

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

The *Adjudicator nominating body* is the *Chartered Institute of Arbitrators*.

Option X1 Price adjustment for inflation (used only with options A and C)

If Option X1 is used

The *base date* for the indices is the applicable date set out in Clause Z112 (X1 – Price Adjustment for Inflation).

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

Option X2 Changes in the law

If Option X2 is used

The *law of the project* is the law of England and Wales.

Option X8 Undertakings to Others

If Option X8 is used

The *undertakings to Others* are the collateral warranty agreements in the form(s) contained in Contract Schedule 14 (Template Form of Collateral



Warranty in favour of a beneficiary) and shall be made in favour of those persons identified by the *Client* from time to time.

The *Subcontractor undertaking to Others* is in the form(s) attached at Schedule 14 (Template Form of Collateral Warranty in favour of a beneficiary) and shall be made in favour of those persons identified by the *Client* from time to time.

Option X10 If **Option X10** is used
Information
modelling

If no *information execution plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is four weeks.

Option X18 If **Option X18** is used
Limitation of
liability

The Consultant's liability to the *Client* for indirect or consequential loss is limited to £2,000,000 in the aggregate per year, without limit to the number of events except for claims arising out of pollution or contamination, asbestos or fire related claims, where the total liability will be limited to the levels of insurance cover stated with section 8 of Contract Data, Part One.

The Consultant's liability to the *Client* for Defects that are not found until after the defects date is limited to £2,000,000 for each and every claim.

The *end of liability* date is 12 years after Completion of the whole of the *service*.

Option X20 Key **Option X20** is used:
performance
indicators

The Key Performance Indicators and the mechanism for applying the Key Performance Indicators are set out at Contract Schedule 9 (Key Performance Indicators).

Option Y(UK)2 If **Y(UK)2** is used
The Housing
Grants,
Construction and
Regeneration Act

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 thirty (30) days after the date when payment is due.



Option Y(UK)3 If Y(UK)3 is used

**The Contracts
(Rights of Third
Parties) Act**

The *beneficiaries* are those parties outlined in the Staffing Information at Annex 2 of Contract Schedule 4 (TUPE and List of Notified Subcontractors).

Option Z The *additional conditions of contract* are:

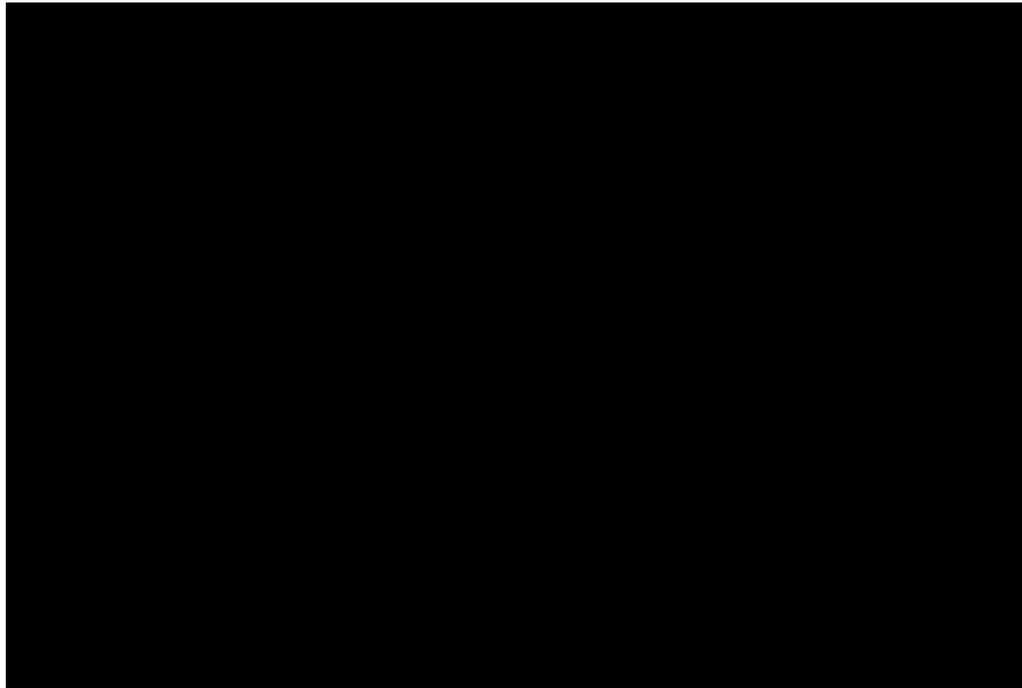
**Contract Data
relating to Z
clauses**

The *additional conditions of contract* are as detailed in the appended Schedule of Amendments which is to be read and construed accordingly.

Part two – Data provided by the *Consultant*

1 Statements given in all contracts The *Consultant* is McBains Ltd
Address for communications: 26 Finsbury Square, London, EC2A 1DS
Address for electronic communications: [REDACTED]

The *key persons* are



The following matters will be included in the Early Warning Register



2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope N/A.

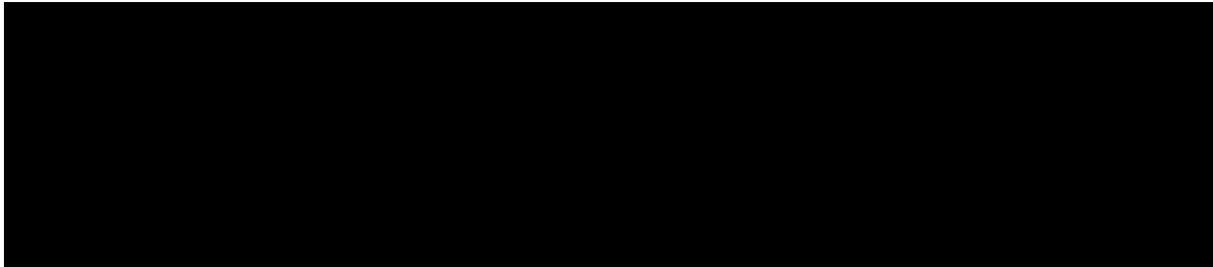
3 Time

If a programme is to be identified in the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 weeks from the issue of a Task Order to the *Consultant*.

If the *Consultant* is to decide the completion date The *completion date* for the whole of the *service* is 31 March 2028.

for the whole of
the *service*

5 Payment



If Option A or C is used The maximum contract value is £40,200,000.00 (excluding VAT).

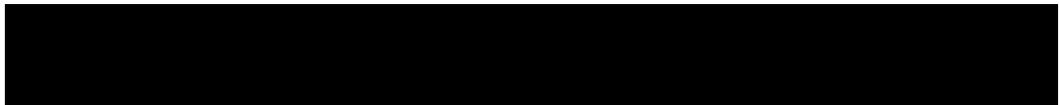
**Resolving and
avoiding
disputes**



Address for communications: 26 Finsbury Square, London, EC2A 1DS



Address for communications: 26 Finsbury Square, London, EC2A 1DS



Address for communications 26 Finsbury Square, London, EC2A 1DS



**Option X10 Information
modelling** **If Option X10 is used**

If an *information execution plan* is to be identified in the Contract Data The *Information Execution Plan* is to be supplied by the *Consultant* within four weeks of the start date.

**Data for the
Schedule of Cost
Components
(used only with
Options C and E)**

The *overhead percentages* for the cost of support people and office overhead are:

location	<i>overhead percentage</i>
N/A	N/A

**Data for the
Schedule of Cost
Components
(used only with
Option A)**

The *people rates* are the relevant Percentage Fee and Tendered Day Rates
(as applicable) included within Contract Schedule 3 (Pricing Schedule).

ADDITIONAL CONDITIONS OF CONTRACT

Clause Z2 Identified and defined terms

Insert new clause 11.3 additional defined terms.

11.3 (1) Auditor is:

- the *Client's* internal and external auditors;
- the *Client's* statutory or regulatory auditors;
- the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- HM Treasury or the Cabinet Office;
- any party formally appointed by the *Client* to carry out audit or similar review functions; and
- successors or assigns of any of the above;

11.3 (2) Change of Control is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

11.3 (3) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

11.3 (4) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the *Consultant* by or on behalf of the *Client*,
- which the *Consultant* is required to generate, process, store or transmit pursuant to this contract, or
- which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the *Consultant*.

11.3 (5) Client's Premises are premises owned, occupied or leased by the *Client* and the site of any works to which the *service* relates.

11.3 (6) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Consultant*, the charges for the *service*, its IPR or its business or which the *Consultant* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Consultant* significant commercial disadvantage or material financial loss.

11.3 (7) Confidential Information is the Client's Confidential Information and/or the Consultant's Confidential Information.

11.3 (8) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the *Client*.

11.3 (9) Consultant's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-

how, personnel and consultants of the Consultant, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

11.3 (10) Crown Body is any department, office or agency of the Crown.

11.3 (11) DASVOIT is the Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes contained in the Finance (No.2) Act 2017.

11.3 (12) Data Controller has the meaning given to it in the Data Protection Legislation.

11.3 (13) Data Protection Legislation means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) EU GDPR. The "UK GDPR" and "EU GDPR" are defined in Section 3 of the DPA 2018.

11.3 (14) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

11.3 (15) Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

11.3 (16) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

11.3 (17) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 (as amended) and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

11.3 (18) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

11.3(19) Intellectual Property Rights or "IPRs" is:

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,

- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3(20) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply under the law of the contract.

11.3 (21) An Occasion of Tax Non-Compliance is:

- where any tax return of the *Consultant* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
 - a Relevant Tax Authority successfully challenging the Consultant under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
 - the failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and
- where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

11.3 (22) Personal Data has the meaning given to it in the Data Protection Legislation.

11.3(23) Prohibited Act is:

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to
 - induce that person to perform improperly a relevant function or activity or
 - reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
 - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
 - under legislation or common law concerning fraudulent acts or
 - defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

11.3 (24) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

11.3 (25) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

11.3 (26) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Consultant* is established.

11.3 (27) Security Policy means the *Client's* security policy attached as Annex A of Contract Schedule 7 (Client's Security Requirements) as may be updated from time to time.

11.3 (28) VADR is the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005).

11.3(29) Operational Change means, without limitation, any request or instruction to change the Scope, Statement of Requirements, Percentage Fee, Tendered Day Rates or *services* (including core services and non-core services).

11.3 (30) Security Standards means the *Client's* security standards attached as Annex B of Contract Schedule 7 (Client's Security Requirements) as may be updated from time to time.

Clause Z4 Admittance to Client's Premises

Insert new clause 18A:

18A.1 The *Consultant* submits to the *Service Manager* details of people who are to be employed by it and its Subcontractors in Providing the *Service*. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Service Manager*.

18A.2 The *Service Manager* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Client's Premises.

18A.3 Employees of the *Consultant* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Client's Premises identified in the Scope.

18A.4 The *Consultant* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Service Manager* issues the passes to the *Consultant*. Each pass is returned to the *Service Manager* when the person no longer requires access to that part of the Client's Premises or after the *Service Manager* has given notice that the person is not to be admitted to the Client's Premises.

18A.5 The *Consultant* does not take photographs of the Client's Premises or of work carried out in connection with the *service* unless it has obtained the acceptance of the *Service Manager*.

18A.6 The *Consultant* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

Clause Z5 Prevention of fraud and bribery

Insert new clauses:

17.4.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

17.4.2 During the carrying out of the *service* the *Consultant* does not:

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

17.4.3 In Providing the Service the *Consultant*:

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

17.4.4 The *Consultant* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 17.4.1, or has reason to believe that it has or any of its people or Subcontractors have:

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

17.4.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 17.4.4, the *Consultant* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

17.4.6 If the *Consultant* breaches Clause 17.4.3, the *Client* may by notice require the *Consultant* to remove from carrying out the service any person whose acts or omissions have caused the *Consultant's* breach.

Clause Z6 Equality and Diversity

Insert new clauses:

27.1 The *Consultant* performs its obligations under this contract in accordance with:

- all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- any other requirements and instructions which the *Client* reasonably imposes in connection with any equality obligations imposed on the *Client* at any time under applicable equality Law;

27.2 The *Consultant* takes all necessary steps, and informs the *Client* of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Clause Z7 Legislation and Official Secrets

Insert new clauses:

20.6 The *Consultant* complies with Law in the carrying out of the *service*.

20.7 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.8 The *Consultant* notifies its employees and its Subcontractors of their duties under these Acts.

Clause Z8 Conflicts of interest

Insert new clauses:

28.1. The *Consultant* takes appropriate steps to ensure that neither the *Consultant* nor any of its personnel are placed in a position where (in the reasonable opinion of the *Client*) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* or its personnel and the duties owed to the *Client* under this contract.

28.2. The *Consultant* promptly notifies and provides full particulars to the *Client* if such conflict referred to in clause 28.1 arises or may reasonably be foreseen as arising.

28.3. The *Client* may terminate the *Consultant's* obligation to Provide the Service immediately under reason R11 and/or to take such other steps the *Client* deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under this contract.

Clause Z9 Publicity and Branding

Insert new clauses:

29.1 The *Consultant* does not:

- make any press announcements or publicise this contract in any way;
- use the *Client's* name or brand in any promotion or marketing or announcement of the contract,

without approval of the *Client*.

29.2. The *Client* is entitled to publicise the contract in accordance with any legal obligation upon the *Client*, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

Clause Z10 Freedom of information

Insert new clauses:

26.3 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

26.4 The *Consultant*:

- transfers to the *Service Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the *Service Manager* with a copy of all information in its possession, or power in the form that the *Service Manager* requires within five working days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request,
- provides all necessary assistance as reasonably requested by the *Service Manager* 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 Environmental Information Regulations and
- procures that its Subcontractors do likewise.

26.5 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

26.6 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.

26.7 The *Consultant* acknowledges that the *Client* may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

26.8 The *Consultant* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Service Manager* to inspect such records as and when reasonably requested from time to time.

Clause Z13 Confidentiality and Information Sharing

Insert a new clause:

26.8 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall:

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

26.9 The clause above shall not apply to the extent that:

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

26.10 The *Consultant* may only disclose the Client Confidential Information to the people who are directly involved in Providing the Service and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The *Consultant* shall not, and shall procure that the *Consultant's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

26.11 The *Consultant* may only disclose the Client Confidential Information to *Consultant's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Consultant's* people causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit

trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to confidentiality.

26.12 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant's* people identified in the *Client's* request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

26.13 Nothing in this contract shall prevent the *Client* from disclosing the Consultant's Confidential Information:

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Consultant's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the *Client's* accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 26.13.

26.14 The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Consultant's Confidential Information is disclosed pursuant to the above clause is made aware of the *Client's* obligations of confidentiality.

26.15 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

26.16 The *Client* may disclose the Consultant's Confidential Information:

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

Clause Z14 Security Requirements

Insert new clause 29A as follows:

29A The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the *Client's* security requirements as outlined in Contract Schedule 7 (Client's Security Requirements).

Clause Z16 Tax Compliance

Insert new clauses:

26.17 The *Consultant* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

26.18 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall:

- notify the *Client* in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*:
 - details of the steps which the *Consultant* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
 - such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

Clause Z22 Fair Payment

Insert new clause:

56.1 The *Consultant* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

56.2 The *Consultant* includes in the contract with each Subcontractor:

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date on which payment becomes due under this Call Off Agreement. The amount due includes, but is not limited to, payment for work which the Subconsultant has completed from the previous assessment date up to the current assessment date in this Call Off Agreement,
- a provision requiring the Subconsultant to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 9 days after the date on which payment becomes due under this Call Off Agreement and
- a provision requiring the Subconsultant to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*.

56.3 The *Consultant* notifies non-compliance with the timescales for payment by informing the *Service Manager* in writing. The *Consultant* includes this provision in each sub-contract, and requires Subconsultants to include the same provision in each subsubcontract.

56.4 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z42 The Housing Grants, Construction and Regeneration Act 1996

Add an additional clause Y2.6:

Y2.6 If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

Clause Z44 Intellectual Property Rights

Delete clause 70 and insert the following clause:

In this clause 70 and clause X9 only:

“**Document**” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the *Consultant* in relation to this Call Off Agreement;

“**material**” has the same meaning as Document.

70.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Consultant* in relation to this contract and the work executed from them is the property of the *Client*.

70.2 The *Client* hereby grants to the *Consultant* an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the delivery of the *service*. Such licence entitles the *Consultant* to grant sub-licences to third parties connected with the delivery of the *service*. With the *Client's* consent, the *Consultant* may sub-licence to the Client Supply Chain Members and any other third party.

70.3 The *Consultant* and any Subcontractor waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the *Client* or any licensee or assignee of the *Client*.

70.4 In the event that any act unauthorised by the *Client* infringes a moral right of the *Consultant* in relation to the Documents the *Consultant* undertakes, if the *Client* so requests and at the *Client's* expense, to institute proceedings for infringement of the moral rights.

70.5 The *Consultant* warrants to the *Client* that it has not granted and shall not (unless authorised by the *Client*) grant any rights to any third party to use or otherwise exploit the Documents.

70.6 The *Consultant* supplies copies of the Documents to the *Service Manager* and to the *Client's* other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related service.

70.7 After the termination or conclusion of the Call Off Agreement, the *Consultant* supplies the *Service Manager* with copies of the Documents in such format as the *Service Manager* may from time to time request.

70.8 In carrying out the *service* the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Client* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Clause Z45 HMRC Requirements

Not used.

Clause Z46 MOD DEFCON Requirements

Not used.

Clause Z47 Small and Medium Sized Enterprises (SMEs)

Not used

Clause Z48 Apprenticeships

Not used

Clause Z49 Change of Control

Insert new clauses:

19.1 The *Consultant* notifies the *Client* and the *Service Manager* promptly in writing and as soon as the *Consultant* is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law. The *Consultant* ensures that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

91.9 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) within six months from:

- being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- where no notification has been made, the date that the *Client* becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control.

Clause Z50 Financial Standing

Insert new clauses:

91.10 The *Client* may terminate the *Consultant's* obligation to Provide the Service where in the reasonable opinion of the *Client* there is a material detrimental change in the financial standing and/or the credit rating of the *Consultant* which:

- adversely impacts on the *Consultant's* ability to perform its obligations under this contract; or
- could reasonably be expected to have an adverse impact on the *Consultant's* ability to perform its obligations under this contract.

(R37)

Clause Z51 Financial Distress

Insert new clause 29B as follows:

29B The *Consultant* complies with the provisions of Contract Schedule 10 (Financial Distress) in relation to the assessment of the financial standing of the *Consultant* and the consequences of a change to that financial standing.

Clause Z52 Records, audit access and open book data

Insert new clauses:

26A.1 The *Consultant* keeps and maintains for the *period for retention* full and accurate records and accounts of the operation of this contract including the service provided under it, any subcontracts and the amounts paid by the *Client*.

26A.2 The *Consultant*:

- keeps the records and accounts referred to in clause 26A.1 in accordance with Law
- affords any Auditor access to the records and accounts referred to in clause 26A.1 at the *Consultant's* premises and/or provides records and accounts (including copies of the *Consultant's* published accounts) or copies of the same, as may be required by any Auditor from time to time during the *Consultant* Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the *Consultant* and/or its Subcontractors of any of the *Consultant's* obligations under this contract including in order to:
 - verify the accuracy of any amounts payable by the *Client* under this contract (and proposed or actual variations to them in accordance with this contract)
 - verify the costs of the *Consultant* (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service
 - identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* has no obligation to inform the *Consultant* of the purpose or objective of its investigations
 - obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General
 - enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources
- subject to the *Consultant's* rights in respect of Consultant's Confidential Information, the *Consultant* provides the Auditor on demand with all reasonable co-operation and assistance in respect of:
 - all reasonable information requested by the *Client* within the scope of the audit
 - reasonable access to sites controlled by the *Consultant* and to any *Consultant's* equipment used to Provide the Service
 - access to the *Consultant's* personnel.

26A.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26A, unless the audit reveals

a default by the *Consultant* in which case the *Consultant* reimburses the *Client* for the *Client's* reasonable costs incurred in relation to the audit.

26A.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract.

Clause Z100 Data Protection

Insert new clause 29C as follows:

29C The *Client* and the *Consultant* shall comply with the provisions of Contract Schedule 5 (Processing Data).

Clause Z101 Cyber Essentials

Insert new clause 29D as follows:

29D The *Client* and the *Consultant* shall comply with the provisions of Contract Schedule 11 (Cyber Essentials).

Clause Z102 Amendments to Core Clauses 1 (General)

The following Core Clauses are amended:

New clause 11.2(1A): insert new clause, "A Client Supply Chain Member means the principal suppliers to the *Client* notified to the *Consultant* from time to time and/or of which the *Consultant* should have been aware."

New clause 11.2(1B): insert new clause, "Change Control Procedure means the change control procedure as set out in Contract Schedule 18 (Change Control Procedure)."

Clause 11.2(2): delete the bullet points and insert, "completed all the *services*, including all allocated Task Orders, to the reasonable satisfaction of the *Service Manager* and provided all the relevant *services* which the Statement of Requirements and Scope, Exit Plan (as the case may be) states is to be done by the *Consultant* from time to time."

Clause 11.2(3): delete and insert, "The Completion Date is the relevant *completion date* specified in the Contract Data, Statement of Requirements and Scope, the Key Performance Indicators and/or the Exit Plan (as the case may be).

New clause 11.2(3A): insert new clause "Consultant Personnel is all persons employed or engaged by the *Consultant* together with the *Consultant's* servants, agents, suppliers, consultants and Sub-consultants (and all persons employed by any Sub-consultant together with the Sub-consultant's servants, consultants, agents, suppliers and sub-Sub-consultants)."

New clause 11.2(3B): insert new clause, "This Call Off Agreement is:

- the core clauses and the clauses for main Option A;
- dispute avoidance and resolution Option W2;
- secondary Options X1, X2, X8, X9, X10, X11, X18, X20, Y(UK)2 and Y(UK)3 of the NEC4 Professional Services Contract June 2017 (amended by the NEC 4 amendments dated 4 January 2019, 4 October 2020 and January 2023);

- Clause Z2 to Clause Z146 (where used); and
- Schedules 1 to 19 (where used),

and references to 'this Call Off Agreement', 'the contract' and/or 'this contract' shall be construed accordingly."

New clause 11.2(3C): insert new clause, "Contract Change is a change implemented under the Change Control Procedure (Contract Schedule 18)."

Clause 11.2(4): delete and insert, "The Contract Date is the date of this Call Off Agreement."

New clause 11.2(8A): insert new clause, "Good Industry Practice means the degree of skill and care set out in clause 20.2, the standards, practices, methods and procedures complying with the Law and when exercising Good Industry Practice, the *Consultant* shall be required to take into account all knowledge gained by the *Consultant* throughout the *service period* of the *Client*, the *Client's Premises*, the *Projects*, the *Client Supply Chain Members* and the way in which the *Client* organises and delivers its business."

New clause 11.2(9A): insert new clause, "Task Order means an appointment whereby the *Consultant* will carry out work within the *service* and the terms of this Call Off Agreement and the *Contract Data* shall be incorporated into the Task Order."

New clause 11.2(9B): insert new clause, "Law means any applicable law, Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, exercise of the royal prerogative, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, directive, and/or requirements or any Regulatory Body of which the *Consultant* is bound to comply."

Clause 11.2(10): at the end of this clause insert, "including any *Client Supply Chain Member*."

Clause 11.2(12): after "Service means to do" insert, "in an efficient manner" and after "the contract" insert, ", all Laws, Good Industry Practice"

Clause 11.2(13): delete and insert, "Scope is information which is set out in Contract Schedule 1 (*Client's Statement of Requirements and Scope*) (as may be amended in accordance with this Call Off Agreement), the *Accepted Programme*, the *Exit Plan* (as the case may be) and/or any instruction given in accordance with this Call Off Agreement."

New clause 11.2(13A): insert new clause, "The *Statement of Requirements and Scope* is set out in Contract Schedule 1 (*Client's Statement of Requirements and Scope*)."

New clause 11.2(14A): insert new clause, "Working Day is any day other than a Saturday, Sunday or public holiday in England and Wales."

11.2(15) delete.

11.2(20) delete and insert: "The *Price for Service Provided to Date* is the total of the *Prices for completed milestones* in accordance with the *Milestone Payment Schedule* of the relevant *Task Order*. A completed milestone is one without notified *Defects* the correction of which will delay following work."

11.2(22) delete and insert "The *Prices* are the lump sum prices for the required core services and non-core services calculated in accordance with Contract Schedule 3

and stated in the relevant Task Order unless later changed in accordance with the *conditions of contract*”:

11.2(23) The Percentage Fee is the relevant fixed percentage listed in Contract Schedule 3 Pricing Schedule, Tab 1 – Percentage Project Fees.

11.2(24) The Tendered Day Rates are the fixed day rates for non-core services listed in Contract Schedule 3 Pricing Schedule, Tab 3 – Tendered Day Rates.

Clause 12.3: at the end of the sentence insert, “in accordance with Contract Schedule 18 (Change Control Procedure).”

New clause 12.5: insert new clause, “In this Call Off Agreement, except where the context shows otherwise:

- references to a document include any revision made to it in accordance with this Call Off Agreement;
- words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- reference to a clause is a reference to the whole of that clause unless stated otherwise;
- reference to any statute, law, order, regulation or other similar instrument shall be construed as a reference to the statute, law, order, regulation or instrument as subsequently amended or re-enacted;
- reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees; and
- the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

New clause 12.6: insert new clause, “The documents which form this Call Off Agreement shall be construed as mutually explanatory of one another. In the event of conflict between any of the documents comprising this Call Off Agreement, the order of precedence shall be as follows:

- (a) Clause Z2 to Clause Z146 (where used);
- (b) the core clauses and option clauses (as amended by the Z clauses);
- (c) Contract Schedule 1 (Client’s Statement of Requirements and Scope);
- (d) Contract Schedule 3 (Pricing Schedule);
- (e) balance of the Contract Schedules (not stated in (c), (d) or (f));
- (f) Contract Schedule 2 (Consultant’s Proposal);
- (g) the Accepted Programme;
- (h) the Exit Plan; and
- (i) any other documents prepared by or on behalf of the *Consultant* pursuant to this Call Off Agreement.”

Clause 14.3: after “Scope” insert, “the Exit Plan (as the case may be)” and delete the second sentence. After “or a Key Date” insert, “or requires the Consultant to correct a Defect so that a condition and/or Task Order stated for a Key Date is met by that Key Date.”

Clause 14.6: insert a new clause, “No admission, consent, appraisal, comment, sanction, approval, direction, confirmation, acknowledgement, guideline or advice made or given by or on behalf of the *Client* under this Call Off Agreement in no way excludes or limits the duties and responsibilities of the *Consultant*.”

Clause 14.7: insert, “The *Consultant* provides copies of all documents and/or information sent to the *Service Manager* to the *Client* unless instructed not to do so by the *Client*.”

Clause 15.1: in the fifth bullet point, after “contractor” insert, “a Client Supply Chain Member”

Clause 15.2: delete, “or *Consultant* instructs the other” and insert, “instructs the *Consultant*”

Clause 17.1: insert a new sentence, “This clause 17 is without prejudice to Clause Z5 (Prevention of Fraud and Bribery) and if there is any conflict between this clause 17.1 and Clause Z5 (Prevention of Fraud and Bribery), Clause Z5 (Prevention of Fraud and Bribery) shall take priority.”

Clause Z103 Other additional defined terms

Insert new clause 11.4 other additional defined terms as follows:

11.4 (1) Business Day has the same meaning as Working Day.

11.4 (2) Material means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with this contract and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to this contract.

11.4 (3) Works means the construction, refurbishment and decommissioning of buildings, structures, process plants and infrastructure.

11.4 (4) Key Performance Indicator (KPI)” means the Key Performance Indicator that the *Consultant* are required to meet in accordance with Contract Schedule 9 (Key Performance Indicators).

11.4 (5) KAM means Key Account Meeting that will take place between the *Client* and *Consultant* on a periodic basis.

11.4 (6) Service Quarter means each three (3) month period of the *service period*, starting from the *starting date*.

Clause Z104 Amendments to the PSC NEC4 Core Clauses – the *Consultant's* Main Responsibilities

The following Core Clauses are amended:

Clause 20.1: after “Scope” insert, “the Accepted Programme and/or the Exit Plan (as the case may be), all Laws, Good Industry Practice and this Call Off Agreement.”

Clause 20.2: delete and insert, “The *Consultant's* obligation is to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.”

New clause 20.4A: insert new clause, “The fact that the *Consultant* has complied with:

- the Statement of Requirements and Scope (Contract Schedule 1) but not the Consultant’s Proposal (Contract Schedule 2) shall not be a defence to an allegation that the *Consultant* has not satisfied Consultant’s Proposal (Contract Schedule 2); and
- the Consultant’s Proposal (Contract Schedule 2) but not the Statement of Requirements and Scope (Contract Schedule 1) shall not be a defence to an allegation that the *Consultant* has not satisfied the Statement of Requirements and Scope (Contract Schedule 1);

provided that the Statement of Requirements (Contract Schedule 1) shall take priority over the Consultant’s Proposal (Contract Schedule 2) in the event of any discrepancy or inconsistency between them.”

New clause 20.5: insert new clause, “The *Consultant* provides all equipment, materials, goods and resources necessary for the supply of the *service* and such equipment, materials, goods and resources are deemed to be included within the Percentage Fee and additional cost that utilises the Tendered Day Rates as outlined in Contract Schedule 3 (Pricing Schedule) associated with each allocated Task Order.”

Clause 22.1: insert a new sentence, “This clause 22 is without prejudice to Clause Z132 (Working with the *Client* and Third Parties) and if there is any conflict between this clause 22.1 and Clause Z132 (Working with the *Client* and Third Parties), Clause Z132 (Working with the *Client* and Third Parties) shall take priority.”

Clauses 23.2: delete.

Clause 25.1: delete and insert, “Not used.”

Clause 26.1: insert a new sentence, “This clause 26 is without prejudice to Clause Z13 (Confidentiality) and if there is any conflict between this clause 22.1 and Clause Z13 (Confidentiality), Clause Z13 (Confidentiality) shall take priority.”

Clause Z105 Amendments to the PSC NEC4 Core Clauses – Time

The following Core Clauses are amended:

Clause 30.2: delete and insert, “Without prejudice to the *Consultant*’s obligations under Contract Schedule 9 (Key Performance Indicators) within twenty (20) Business Days of each Service Quarter the *Consultant* completes a Performance Monitoring Report. The Parties discuss the *Consultant*’s performance of the *service* and the Performance Monitoring Report at the Performance Review Meeting. At the Performance Review Meeting, the *Service Manager* decides whether the *Consultant* has carried out and completed, the relevant Task Orders, any other relevant part of the *service* and provided the necessary supporting documentation as the *Service Manager* may reasonably require for that Service Quarter.”

Clause 31.2: delete and insert, “Without prejudice to the *Consultant*’s obligations under Contract Schedule 6 (Instruction by Task Order), the *Consultant* shows on a programme for a Proposed Task Order for acceptance:

- the *Consultant*’s plans for delivering the works within the *service* after receiving the Project Instructions;

- the *Consultant's* plans for meeting Contract Schedule 1 (Statement of Requirements and Scope);
- Key Dates for such the Proposed Task Order;
- the *Consultant's* plans to provide any Task Order;
- the dates when in order to complete a Task Order, the *Consultant* will need:
 - access to a Client Supply Chain Member; and
 - information and things to be provided by the *Client*;
- the *Consultant's* plans for delivering the Exit Plan (for the relevant Service Quarter);
- any other information that the Parties agree should be included on each programme for a Proposed Task Order; and
- any other information reasonably requested by the *Client* and/or the *Service Manager*, including any information referred to in or implied by Contract Schedule 1 (Statement of Requirements and Scope) and Contract Schedule 2 (Consultant's Proposal)."

Clause 31.4: delete

Clause 32.1: after "operation" insert, "and any applicable Task Order"

New clause 34.2: insert a new clause, "An instruction issued under clause 34.1 to re-start or start the work (or any Task Order for that matter) or to remove work from the Statement of Requirements and Scope shall not entitle the *Consultant* to request a Contract Change, there is no adjustment to the Percentage Fee or the Tendered Day Rates and the *Consultant* shall not be entitled to any other sum, cost, expense or disbursement arising out of such instruction."

New clause 35.1: insert a new clause, "Notwithstanding any other express or implied term of this Call Off Agreement the *Consultant* employs such resources (including the Consultant Personnel) as may be required using the level of skill and care in clause 21.2 to enable it to carry out and complete the Task Orders, any other relevant part of the *service* by the relevant Key Dates and the dates set out in any Accepted Programme."

New clause 35.2: insert a new clause, "If there is a delay to the progress of a Task Order as a result of the failure by the *Consultant* to provide information to the *Client*, the *Service Manager* and Others as specified the Statement of Requirements and Scope, the Accepted Programme, the Key Performance Indicators and/or the Exit Plan (as the case may be), the *Consultant* at its own cost takes all reasonable and timely measures to mitigate the effects of such delays."

Clause Z106 Amendments to the PSC NEC4 Core Clauses – Quality Management

The following Core Clauses are amended:

Clause 40.1: insert a new sentence, "This clause 40 is without prejudice to Contract Schedule 1 (Statement of Requirements and Scope) and if there is any conflict between this clause 40 and Contract Schedule1 (Statement of Requirements and Scope), Contract Schedule 1 shall take priority."

Clause 41.1: delete and insert, "The *Service Manager* notifies the *Consultant* of any Defects. The *Consultant* includes each Defect (whether or not the *Service Manager*

has notified it) in each Performance Monitoring Report and the Parties discuss the Defects (if any) at each Performance Review Meeting.”

Clause 41.2: delete the final sentence.

Clause 42.1: insert a new sentence, “Any such proposal shall be submitted by the *Consultant* to the *Client* under Contract Schedule 18 (Change Control Procedure);”

Clause 42.2: delete.

Clause Z107 Amendments to the PSC NEC4 Core Clauses – Payment

The following Core Clauses are amended:

Clause 50.1: delete the first bullet point.

Clause 50.2: insert a new sentence, “The *Consultant’s* application for payment for each *assessment interval* shall be limited to the relevant part of the Percentage Fee and/or additional cost that utilises the Tendered Day Rate identified in the relevant Task Order(s) and any other amounts that the *Client* has agreed, in writing, to pay and such application shall be in the form set out at clause Y(UK)2.”

Clause 50.3: delete the list of bullet points and insert the following bullet points,“

- the Price for Service Provided to Date;
- any other amounts that the *Client* has agreed in writing to be paid to the *Consultant*; and
- less any other amounts to be paid by or retained from the *Consultant*.”

Clause 51.1: delete “within one week” and insert, “in accordance with the dates and procedure set out in clause Y(UK)2”

Clause 51.2: delete and insert, “Each certified payment is made in accordance with the dates and procedure set out in clause Y(UK)2.”

Clause 51.5: delete “tax” and insert, “VAT at the prevailing rate”

Clause 52.1: delete and insert, “Not used.”

Clause 53.1: delete the first bullet point. Delete the final sentence and insert, “The final payment is made in accordance with the dates and procedure set out in clause Y(UK)2.”

Clause 53.3: delete and insert, “Not used.”

Clause 53.4: delete the final sentence.

Clause 55: delete

Clause Z108 Amendments to the PSC NEC4 Core Clauses – Compensation Events

The following Core Clauses are amended:

Clause 60.1(1): delete and insert,

“(1) The *Service Manager* gives an instruction changing a Task Order except:

- a change (including a Contract Change):
 - to the Task Order which is made either at the *Consultant’s* request or to comply with this Call Off Agreement;

- to the Task Order to include services or parts of services which are not provided for in or are not in accordance with the Scope;;
- resulting from the *Service Manager* issuing an instruction under clause 16.2 of this Call Off Agreement;
- relating to an item which is the *Consultant's* responsibility under this Call Off Agreement; and
- required in order to achieve a consent or any Law; and/or
- removing a requirement in the Statement of Requirements and Scope (Contract Schedule 1) for the *Consultant* to use a specified or named Subcontractor.”

Clause 60.1 (2) insert prior to full stop “for the relevant Task Order”

Clause 60.1 (3) insert prior to full stop “for the relevant Task Order”

Clause 60.1 (4): after the words “gives an instruction” insert, “except an instruction given because of a Defect” and insert prior to the full stop “and it is not one of the other compensation events stated in this Call Off Agreement”

Clause 60.1 (5) after “Accepted Programme” insert “for the relevant Task Order”

Clause 60.1 (12) Delete clause and replace with: “An event which:

- stops the *Consultant* completing a Task Order or
- stops the *Consultant* completing a Task by the Task Completion Date,

and which

- neither party could prevent,
- an experienced consultant would have judged at the date of issue of the Task Order to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it, and
- is not one of the other compensation events stated in this Call Off Agreement.”

Insert new clause 60.1(17) as follows: “The *Consultant* receives the Task Order after the starting date stated in the Task Order.”

Insert new clause 60.1(18) as follows: “A Task Completion Date is later than the end of the Completion Date.”

Clause 61.2: delete the second bullet point and insert, “the event has no effect upon meeting a Key Performance Indicator or a Key Date.”

Clause 61.3: after “the Prices, the” insert “Task”. Delete “unless the event arises” until the end of the sentence and insert, “and the *Consultant* shall not be entitled to an adjustment to the Percentage Fee and/or the additional cost that utilises the Tendered Day Rates and/or shall not be entitled to any other sum, cost, expense or disbursement.”

Clause 61.4: delete the sixth bullet point and insert, “has no effect upon the Proposed Task, a Task Completion Date, meeting a Key Performance Indicator or a Key Date.”. In the penultimate paragraph, before Completion Date insert “Task”.

Clause 62.2: after “delay to the” insert “Task”

Clause 63.1: delete and insert, “A compensation event shall not adjust the Percentage Fee and/or the Tendered Day Rates. Any adjustment to the Percentage Fee and/or the Tendered Day Rates due to the Consultant under this Call Off Agreement shall be pursuant to a Contract Change approved in accordance with Schedule 18 (Change Control Procedure).”

Clause 63.2 Delete and replace with: “The changes to the Prices are assessed using the Percentage Fee for core services and Tendered Day Rates for non-core services (as applicable).”

Clause 63.4: Delete clause and replace with “If the effect of a compensation event which is an instruction changing a Task Order reduces the services required under the Proposed Task, the Prices are reduced.”

Clause 63.5 delete clause and replace with “A delay to the Task Completion Date is assessed as the length of time that, due to the compensation event, planned Task Completion is later than planned Task Completion as shown on the Accepted Programme for the relevant Task Order current at the dividing date.

A delay to a Key Date is assessed as the length of time that, due to the compensation event the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme for the relevant Task Order current at the dividing date.

When assessing delay, only those operations which the Consultant has not completed and which are affected by the compensation event are changed.”

Clause 63.6: after “to the Prices, the” insert “Task” and after “Key Dates” insert, “for any allocated Task Order”

Clause 63.10: Delete “Scope” and replace with “Task Order”

Clause 63.11 Delete both references to “Scope” and replace with “Task Order”.

Clause 63.12: delete and replace with: “Any compensation event under clause 60.1(18) does not give rise to any increase to the Prices and the Consultant is only entitled to an extension to the Task Completion Date.”

Clause 63.13: delete.

Clause 66.2: At the beginning of the clause insert “The changes to the calculated total of the Prices for the Task Order and any delay to the Task Completion Date are included in the *Service Manager’s* notification implementing a compensation event.”. After “the Prices, the” insert “Task”

Clause Z109 Amendments to the PSC NEC4 Core Clauses – Rights to Material

The following Core Clause are amended:

Clause 70.1: insert a new sentence, “This clause 70 is without prejudice to Clause Z44 (Intellectual Property Rights) and if there is any conflict between this clause 70 and Clause Z44 (Intellectual Property Rights), Clause Z44 (Intellectual Property Rights) shall take priority.”

Clause Z110 Amendments to the PSC NEC4 Core Clauses – Liabilities and Insurance

The following Core Clauses are amended:

Clause 83.3: in the 4th row of the minimum amount of cover column change “law” to “Law”

Clause 84.1: after “the insurance complies with this Contract” insert, “with a well-established United Kingdom insurance office”

New clause 84.3: insert new clause, “All insurances required to be effected and maintained under this Call Off Agreement by the *Consultant* are placed with reputable insurers, and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions include any term or condition to the effect that any insured must discharge any liability (for example, an insurance excess) before being entitled to recover from the insurers, the *Consultant* will be liable for the costs to discharge any liability, including but not limited to insurance excess or administrative fees.”

New clause 84.4: insert new clause, “The *Consultant* does not without the prior written approval of the *Client* compromise with the insurers any claim which the *Consultant* may have against the insurers and which relates to a claim by the *Client* against the *Consultant*, nor by any act or omission lose or prejudice the *Consultant’s* right to make or proceed with such a claim against the insurers.”

New clause 84.5: insert new clause, “The *Consultant* immediately informs the *Client* if the professional indemnity insurance ceases to be available at rates and on terms that the *Consultant* considers to be commercially reasonable. Any increased or additional premium required by insurers by reason of the *Consultant’s* own claims record or other acts, omissions, matters or things particular to the *Consultant* is deemed to be within commercially reasonable rates.”

Clause 87.1: insert after the last bullet point “

- the *Consultant’s* liability in respect of the indemnities in Clause Z128 (Discrimination); Clause Z100 (Data Protection); Clause Z44 (Intellectual Property Rights) and Contract Schedule 4 (TUPE and List of Notified Subcontractors).”

Clause Z111 Amendments to the PSC NEC4 Core Clauses – Termination

The following Core Clauses are amended:

Clause 90.1: delete and insert: “If either Party wishes to terminate the *Consultant’s* obligation to Provide the Service it notifies the *Service Manager* and the other Party giving the details of the reason for terminating. The *Service Manager* issues a termination certificate promptly if the reason complies with the Call Off Agreement, except where termination has been notified by the *Client* under Secondary Option Clause X11, whereby six (6) months’ notice will be provided by the *Client* to the *Consultant* of their intention to terminate under Secondary Option X11.”

Clause 90.2: delete “A Party” and insert, “Save for so far as the Corporate Insolvency and Governance Act 2020 applies, a Party”

Delete the Termination Table and insert the following replacement table:

TERMINATION TABLE			
Terminating Party	Reason	Procedure	Amount Due
The <i>Client</i>	R1-R15, R18 or R22 – R37	P1, P2 and P3	A1 and A2
	R17 or R20	P1, P2 and P3	A1

	R21	P1, P2 and P3	A1
The <i>Consultant</i>	R1-R10B, R16 or R19	P1, P2 and P3	A1
	R17 or R20	P1, P2 and P3	A1

Clause 91.1: delete the fourth sub-bullet point of the second main bullet point and insert, “had an administration order made against it, or an administrator appointed and/or an administration application made against it or a notice of intention issued to appoint an administrator by the company or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the 1986 Act) (R8)”.

At the end of the second main bullet point, after (R10) delete the full stop and insert the following additional two sub-bullet points: “

- provided or taken any step in relation to a Scheme of Arrangement under Part 26 or Part 26A of the Companies Act 2006 but excluding a Scheme of Arrangement as a solvent company for the purposes of amalgamation or re construction (R10A); or
- applied to the court for, or obtained, a moratorium under Part A1 of the Insolvency Act 1986 (R10B).”

Clause 91.2: delete the second bullet point and insert, “Not provide a bond or guarantee which this Call Off Agreement requires, or such bond or guarantee becomes unenforceable (R12).”

Clause 91.8: in the first paragraph after “Act” insert “and/or Prohibited Act”. In the first bullet point after “Act” insert “and/or Prohibited Act”. In the second bullet point after “Act” insert “or Prohibited Act”

New clause 91.9: insert a new clause, “The *Client* may terminate the *Consultant’s* obligation to Provide the Service if:

- (1) the Parties are unable to either remove a conflict of interest that is damaging and/or to reduce its damaging effect to a reasonably acceptable level (R23);
- (2) the warranty given by the *Consultant* in Clause Z16 (Tax Compliance) in relation to occasions of tax non-compliance is materially untrue (R24);
- (3) the *Consultant* commits a material breach of its obligation in Clause Z16 (Tax Compliance) to notify the *Client* of any occasion of tax non-compliance (R25); or
- (4) the *Consultant* fails to provide details of proposed mitigating factors in accordance with Clause Z16 (Tax Compliance) in relation to any occasion of tax non-compliance which in the reasonable opinion of the *Client*, are acceptable (R26);
- (5) the *Consultant*:
 - is convicted or has been convicted of a criminal offence relating to the conduct of its business or profession (R27);
 - commits or is found to have committed an act of grave misconduct in the course of its business or profession (R28);
 - fails or has failed to comply with any obligations relating to the payment of any taxes or social security contributions (R29);

- has made any material misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation (R30);
 - any substantial failure arising under Clause Z49 (Change of Control) (R31); or
- (6) the Consultant breaches:
- clauses Z135.2, Z135.3 or Z135.4 (Tax Arrangements of Public Appointees) (R32);
 - Clause Z137 (Official Secrets Act) (R33);
 - Clause Z51 (Financial Distress) (R34); or
- (7) on the occurrence of any of the events set out in Clause Z139.1 (Termination PCRs – Regulation 73) (R35); and
- (10) on the occurrence of a Performance Improvement Plan Failure; (R36).”

New clause 92.3: insert a new clause: “Where the *Client* gives notice to terminate this Call Off Agreement, the Parties comply with the provisions of the Exit Plan in relation to the orderly transition of the *service* to the *Client* or any replacement provider of the service or part of them (P3).”

New clause 94: insert a new clause:

“94.1 Where the *Consultant* is in material breach and/or a substantial failure occurs in relation to part of the *service*, (a “Service Exclusion Cause”) the *Client* may give notice to the *Consultant* (a “Service Exclusion Notice”) giving reasonable details of the Service Exclusion Cause.

94.2 Following service of a Service Exclusion Notice:

- (1) the *Client* takes and/or procures that a third party takes the action set out in the Service Exclusion Notice and any consequential additional action as it reasonably believes is necessary to ensure that the *service* (or relevant part of the *service*) are delivered to the standard required pursuant to the terms of this Call Off Agreement and so that the *Client* is not in breach of any Law, the *Client* policies and/or its statutory duties;
- (2) without double counting with Clause 94.2(3) the *Consultant* is responsible for the *Client*'s reasonable and properly incurred costs and expenses (including any internal management time and/or procurement cost associated with appointing a third party) relating to the exercise of the *Client*'s rights under this Clause 94; and
- (3) the amount of the Percentage Fee and/or the additional cost that utilises the Tendered Day Rate on any allocated Task Order shall be adjusted to reflect the removal of the relevant part of the *service* identified in the Service Exclusion Notice.”

Clause Z112 Amendment to the Secondary Option Clauses X1 – Price Adjustment for Inflation

The following Clause X1 is amended:

Option X1.1 to X1.6 delete and insert:

“X1.1 The Percentage Fee shall remain fixed for the *service period*.

X1.2 The Tendered Day Rates (as outlined in Contract Schedule 3 (Pricing Schedule)) shall remain fixed for the first twelve (12) month period from (and including) the Contract Date (the “Initial Period”), following which it will then be

subject to annual reviews on each anniversary of the expiry of the Initial Period (each a “Subsequent Period”).

X1.3 If the *Consultant* considers that their Tendered Day Rates have increased during the Initial Period and/or any Subsequent Period, it shall submit a Change Request to adjust the Tendered Day Rates.

X1.4 Any adjustment to the Tendered Day Rates shall not exceed the percentage change in the indices listed in the Contract Data (CPI) in the twelve (12) month period starting from the Contract Date, the anniversary of the expiry of the Initial Period or the relevant Subsequent Period or the RM 6165 Framework rates (as the case may be).

Clause Z113 Amendments to the Secondary Option Clauses – X2 (Changes in the Law)

The following Clause X2 is amended:

Option X2.1: delete and insert,

“X2.1 In this clause X2 and where used elsewhere in this Call Off Agreement, the following terms shall have the meanings given in this clause X2.1:

“Change in Law” means any change in law which impacts on the performance of the *service* which comes into force from and including the Contract Date;

“Comparable Supply” means the supply of services to another customer of the *Consultant* that are the same or similar to any of the *service*;

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the *Consultant*) or which affects or relates to a Comparable Supply; and

“Specific Change in Law” means a Change in Law that relates specifically to the business of the *Client* that would not affect a Comparable Supply.

X2.3 If a Specific Change in Law occurs or will occur during the *service period* the *Consultant* shall:

- notify the *Client* as soon as is reasonably practicable of the likely effects of that Specific Change in Law, including:
 - whether a Contract Change is required, including to the *service*, the Percentage Fee, the Tendered Day Rates and/or any other part of this Call Off Agreement; and
 - whether any relief from the *Consultant’s* obligations is required, including an obligation to meet a KPI; and
- provide the *Client* with evidence:
 - that the *Consultant* has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Subcontractor(s);
 - as to how the Specific Change in Law has affected the cost of providing the *service*; and
 - demonstrating that any expenditure that has been avoided has been taken into account in amending the Percentage Fee and/or the Tendered Day Rates.

X2.4 Any Contract Change required as a result of a General Change in Law shall be made by the *Client* to the *Consultant* without the requirement to be made through the Change Control Procedure (Contract Schedule 18).

X2.5 Any Contract Change to this Call Off Agreement, including for the avoidance of doubt, the Percentage Fee and/or the Tendered Day Rates or relief from the *Consultant's* obligations resulting from a Specific Change in Law shall be implemented in accordance with the Change Control Procedure.

Clause Z114 Amendments to the Secondary Option Clauses – X8 (Undertakings to Others)

The following Clause X8 is amended:

Option X8.1: delete and insert, “The *Consultant* enters into any Undertaking to Others in favour of any beneficiary notified by the *Client* to the *Consultant* within two weeks of being instructed to do so by the *Client*. The Undertaking shall be in the form attached at Contract Schedule 14 (Template Form of Collateral Warranty in favour of a beneficiary).”

Option X8.2: delete and insert, “If the *Consultant* subcontracts any part of the *service*, he arranges for the Subcontractor to enter into any Undertaking to Others in favour of the *Client* and/or any beneficiary notified by the *Client* to the *Consultant* within two weeks of being instructed to do so by the *Client*. If required to do so by the *Client* the *Consultant* ensures that any such Undertaking to Others entitles the *Client* at its election to step-in to the relevant subcontract. The Undertaking shall be in the form attached at Contract Schedule 14 (Template Form of Collateral Warranty in favour of a beneficiary).”

Option X8.3: delete and insert, “The *Consultant* procures that the Subcontractor referred to in the Contract Data enter into the Subcontractor collateral warranties that the Subcontractor is required to enter into in accordance with this Call Off Agreement.”

New option X8.4: insert new option, “The *Consultant* shall provide the *Client* with duly completed Undertaking to Others and/or Subcontractor collateral warranties in accordance with clauses X8.1 and X8.2 (as appropriate) no later than ten (10) Working Days after the *Client* has provided the *Consultant* with appropriate forms suitable for execution.”

Clause Z115 Amendments to the Secondary Option Clauses – X10 (Information Modelling)

The following Clause X10 is amended:

New Option X10.8: insert new option, “For the avoidance of doubt, both Parties will comply with X10 by utilising Annex 9 (Business Information Modelling (BIM) of Contract Schedule 1 (Client’s Statement of Requirements and Scope) to this Call Off Agreement.

X10.9 Where X10 applies the *Client* and the *Consultant* shall:

- comply with their respective obligations set out in Annex 9 (Business Information Modelling (BIM) of Contract Schedule 1 (Client’s Statement of Requirements and Scope);
- have the benefit of any rights granted to them in the Annex 9 (Business Information Modelling (BIM) of Contract Schedule 1 (Client’s Statement of Requirements and Scope); and

- have the benefit of any limitations or exclusions of their liability contained in the Annex 9 (Business Information Modelling (BIM) of Contract Schedule 1 (Client's Statement of Requirements and Scope)."

Clause Z116 Amendments to the Secondary Option Clauses – X11 (Termination by the Client)

The following Clause X11 is amended:

Option X11.2 delete and insert:

"X11.2 If the *Client* terminates for a reason not identified in the Termination Table the termination procedure followed is P1, P2, and P3 and the amounts due on termination includes:

- any unpaid costs of any completed work under allocated Task Orders at the point of termination.

Clause Z118 Amendments to the Secondary Option Clauses – X18 (Limitation of Liability)

Not used

Clause Z119 Amendments to the Secondary Option Clauses – X20 (Key Performance Indicators)

The following Clause X20 is amended:

Option X20.1 to X20.5: delete and insert, "The Key Performance Indicators and performance management shall be managed in accordance with Contract Schedule 9 (Key Performance Indicators)."

Clause Z120 Amendments to the Secondary Option Clauses – Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996)

The following Clause Y(UK)2 is amended:

Option Y2.1A: insert new option, "All applications for payment and payment provisions shall be made in accordance with this clause Y(UK)2."

In the second bullet point of the second paragraph of option Y2.2 delete "two weeks" and insert, "five weeks"

In option Y2.2 after "zero" in the second line of the final paragraph, insert "or a negative amount"

Option Y2.3: delete and insert, "If either Party intends to pay less than the notified sum, it notifies the other Party not later than seven (7) days (the prescribed period) before the final date for payment by stating the amount considered to be due and the basis on which that sum is calculated. Subject to clauses Y2.4 and Y2.4A, a Party does not withhold payment of an amount due under this Call Off Agreement unless it has notified its intention to pay less than the notified sum as required by this Call Off Agreement."

Option Y2.4: delete "R10" and insert, "R10B"

Option Y2.4A: insert new clause, "If the *Consultant* becomes insolvent (as set out in R1 to R10B of clause 91.1) five (5) days or less before the final date for payment for an amount due under this Call Off Agreement, the *Client* is not required to pay the *Consultant* the amount due, or any part of the amount due."

Option Y2.5: delete and insert, “If the *Consultant* intends to exercise his right under the Housing, Grants and Regeneration Act 1996 to suspend performance of all or any of the *service*, he notifies the *Client* no later than one week before the date he intends to suspend performance. The *Consultant’s* notification states the reasons for suspending performance.”

New option Y2.6: insert new option, “All applications for payment shall be in the format to be agreed with the *Consultant* and be supported with all necessary and required information.”

New option Y2.7: insert new option, “No sooner than fifteen (15) Working Days after each assessment date, the *Consultant* may submit an invoice for the notified sum (as defined by the Housing Grants, Construction and Regeneration Act 1996).”

New option Y2.8: insert new option, “The *Consultant* shall ensure that all invoices are:

- accompanied by:
 - a contact name and telephone number of a responsible person in the *Consultant’s* finance department in the event of administrative queries; and
 - the banking details for payment to the *Consultant* via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- cross referenced to the application to which it relates and shall be submitted:
 - to the Finance Controller, DWP Estates, Department for Work and Pensions, Commercial Directorate – the address shall be provided once the Call Off Agreement is signed; and
 - with a copy to such other person and at such place as the *Client* may notify to the *Consultant* from time to time.”

Clause Z121 Amendments to the Secondary Option Clauses – Y(UK)3 (The Contracts (Rights of Third Parties) Act 1999

The following Clause Y(UK)3 is amended:

Option Y3.1 to 3.3: delete and insert, “For the purposes of the Contracts (Rights of Third Parties) Act 1999, save for those beneficiaries referred to in Contract Schedule 4 (TUPE and List of Notified Subcontractors), nothing in this Call Off Agreement confers or purports to confer on a third party any benefit or any right to enforce a term of its contract except where otherwise expressly stated.”

Clause Z122 Amendments to the Option Clauses – W2

The following Clause W2 is amended:

Option W2.3(11): delete the final sentence.

Clause Z123 The Client’s liability

Insert new clause Z123 as follows:

Z123.1 The *Consultant* acknowledges and agrees that no guarantee is given by the *Client* in respect of levels or values of work and that the *Consultant* is appointed by the *Client* on a non-exclusive basis. Any levels or values of work referred to in a

Statement of Requirements and Scope (Contract Schedule 1) given the *Client* or the Contract Schedules are indicative only and shall not be binding on the *Client*.

Z123.2 The *Client's* total liability to the *Consultant* for all matters arising under or in connection with this Call Off Agreement, other than the excluded matters, is limited to the amount agreed in accordance with any allocated Task Order, and applies in contract, tort or delict or otherwise to the extent allowed under the *law of the contract*.

Z123.3 The excluded matters are the amounts payable to the *Consultant* as stated in this Call Off Agreement for:

- death or personal injury caused by the *Client's* negligence;
- fraud or fraudulent misrepresentation.
- any tax which the law requires the *Client* to pay to the *Consultant*.

Clause Z124 Increased Monitoring

Insert new clause Z124 as follows:

Z124.1 At any time the *Client* may notify the *Consultant* that it is increasing its level of monitoring of the *Consultant* and/or (at the *Client's* option) of the *Consultant's* monitoring of its own performance under this Call Off Agreement until such time as the *Consultant* demonstrates to the reasonable satisfaction of the *Client* that it is performing its obligations under this Call Off Agreement.

Z124.2 Where the *Client* issues a notice under Clause Z124.1 (Increased Monitoring) as a result of any failure by the *Consultant* to perform its obligations under this Call Off Agreement, the *Consultant* bears its own costs and indemnifies and keeps indemnified the *Client* at all times from and against all reasonable costs and expenses incurred by or on behalf of the *Client* (including management costs and professional fees) in relation to such increased monitoring.

Z124.3 Where the *Client* issues a notice under Clause Z124.1 (Increased Monitoring) other than as a result of any failure by the *Consultant* to perform its obligations under this Call Off Agreement, the *Client* bears its own costs and is liable to the *Consultant* at all times from and against all reasonable costs and expenses incurred by or on behalf of the *Consultant* in relation to such increased monitoring.

Clause Z125 Change Control Procedure

Insert new clause Z125 as follows:

Z125.1 The parties will use the Change Control Procedure detailed within Contract Schedule 18 (Change Control Procedure) for any proposed variations to this Call Off Agreement. For the avoidance of doubt, the Change Control Procedure will not apply to Task Orders allocated in accordance with Clause Z146, where proposed variations to Task Orders will be completed via a *compensation event*.

Clause Z126 Exit Management

Insert new clause Z126 as follows:

Z126.1 Upon expiry and in the six (6) months prior to expiry of this Call Off Agreement the Parties comply with the provisions of Contract Schedule 17 (Exit Management) in relation to the orderly transition of the service to the *Client* or any replacement provider of the *service* or part of it.

Clause Z127 Staff Transfers

Insert new clause Z127 as follows:

Z127.1 The Parties agree that:

- where the commencement of the provision of the *service* or any part thereof results in one or more Relevant Transfers, Contract Schedule 4 (TUPE and list of Notified Subcontractors) shall apply as follows:
 - where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Contract Schedule 4 shall apply;
 - where the Relevant Transfer involves the transfer of Transferring Former Consultant Employees, Part B of the Contract Schedule 4 shall apply;
 - where the Relevant Transfer involves the transfer of Transferring Client and Transferring Former Consultant Employees, Parts A and B of Contract Schedule 4; and
 - Part C of Contract Schedule 4 shall not apply;
- where commencement of the provision of the *service* or a part of thereof does not result in a Relevant Transfer:
 - Part C of Contract Schedule 4 shall apply and Parts A and B of Contract Schedule 4 shall not apply; and

Z127.2 Part D of Contract Schedule 4 shall apply on the expiry or termination of the *service* or any part of thereof.

Clause Z128 Discrimination

Insert new clause Z128 as follows:

Z128.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the “Discrimination Acts”).

Z128.2 In connection with the *service* the *Consultant* co-operates with and assists the *Client* to satisfy his duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Z128.3 Where any employee or Subcontractor is required to carry out any activity alongside the *Client's* employees, the *Consultant* ensures that each such employee or Subcontractor complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z128.4 The *Consultant* notifies the *Client* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this Call Off Agreement and:

- (a) provides any information requested by the investigating body, court or tribunal in the timescale allotted;
- (b) attends (and permits a representative from the *Client* to attend) any associated meetings;
- (c) promptly allows access to any relevant documents and information; and

(d) co-operates fully and promptly with the investigatory body, court or tribunal.

Z128.5 The *Consultant* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z128.6 The *Consultant* includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

Clause Z129 Client's Codes of Conduct

Insert new clause Z129 as follows:

Z129.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Client's* code of conduct as outlined in Contract Schedule 8 (Client's Code of Conduct). The *Consultant* complies with the code of conduct until the end of the *service period* and for the period of retention.

Z129.2 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations (R11).

Clause Z130 Modern Slavery

Insert new clause Z130 as follows:

Z130.1 The *Consultant* undertakes and warrants that it:

- (a) shall comply with the Modern Slavery Act 2015;
- (b) shall comply with any anti-slavery policy of the *Client*;
- (c) has in place adequate procedures to maintain compliance as described in Clauses Z130.1(a) and Z130.1(b); and
- (d) shall impose on any subcontractors and suppliers obligations equivalent to those imposed on it by this clause.

Clause Z131 Subcontracting

Insert new clause Z131 as follows:

Z131.1 Before:

- (a) appointing a proposed Subcontractor; or
- (b) allowing a Subcontractor to appoint a proposed sub-sub-contractor;

the *Consultant* submits to the *Client* for acceptance:

- (c) a Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed Subcontractor or sub-sub-contractor; or
- (d) other means of proof that none of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applies to the proposed Subcontractor or sub-sub-contractor.

Z131.2 The *Consultant* does not appoint the proposed Subcontractor (or allow the Subcontractor to appoint the proposed sub-sub-contractor) until the *Client* has accepted the submission. A reason for not accepting the submission is that the

Client shows that there are grounds for excluding the proposed Subcontractor or sub-sub-contractor under regulation 57 of the Public Contracts Regulations 2015.

Z131.3 If requested by the *Client*, the *Consultant* provides further information to support, update or clarify a submission under Clause Z131.1 (Subcontracting).

Z131.4 If, following the acceptance of a submission under Clause Z131.2 (Subcontracting), it is found that one of the grounds for excluding the Subcontractor or sub-sub-contractor under regulation 57 of the Public Contracts Regulations 2015 applies, the *Client* may instruct the *Consultant* to:

- (a) replace the Subcontractor; or
- (b) require the Subcontractor to replace the sub-sub-contractor.

Clause Z132 Working with the Client and Third Parties

Insert new clause Z132 as follows:

Z132.1 In this Clause Z132 and where used elsewhere in this Call Off Agreement, the following terms shall have the following meanings:

“Affiliate” in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

“Client Supply Chain Contract” a contract between the *Client* and the relevant Client Supply Chain Member and references to Client Supply Chain Contracts shall be construed accordingly;

“Client Supply Chain Services” the services provided by the Client Supply Chain Members;

“Consultant Related Party” all Consultant Personnel, any Affiliate of the *Consultant* and any directors, officers employees, agents, consultants and contractors of such Affiliates;

“Control” the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and references to Controlled shall be interpreted accordingly;

“Estate Property” the Client’s property portfolio, as the same may change, vary or adapt from time to time during the service period as notified to the *Consultant* by the *Client*, the portfolio at the Contract Date being that set out in the Statement of Requirements and Scope (Contract Schedule 1) and references to Estate Properties shall be construed accordingly;

“Proscribed Conduct” the following activities or circumstances:

- (a) performing or delivering any works or services in or in relation to the Estate Properties other than the *service*;
- (b) agreeing, permitting or entering into any arrangement (whether by contract, joint venture or otherwise) other than by this Call Off Agreement to carry out any Client Supply Chain Services, either as a Client Supply Chain Member or as any part of the Supply Chain;
- (c) receiving or being entitled to receive any benefit, financial, commercial or otherwise which is derived expressly or impliedly from the Estate Properties or the

Supply Chain, save for the consideration and/or benefit expressly provided for or impliedly permitted by this Call Off Agreement;

(d) being connected by a shareholding (controlling or otherwise) or by any arrangement (whether written or oral, by contract (other than this Call Off Agreement), joint venture or otherwise) with any member of the Supply Chain (including but not limited to the Client Supply Chain Members);

(e) allowing any member of the Supply Chain (including but not limited to the Client Supply Chain Members) to exercise any control or influence over the *Consultant* or any Subcontractor save as expressly or impliedly permitted by this Call Off Agreement;

(f) exercising any control or influence over or permitting any Subcontractor to exercise and control or influence over any member of the Supply Chain (including but not limited to the Client Supply Chain Members) save as expressly or impliedly permitted by this Call Off Agreement; or

(g) appointing any member of the Supply Chain (including but not limited to the Client Supply Chain members) as a Subcontractor;

“Supply Chain” the *Consultant* and the Client Supply Chain Members and its and their sub-contractors and suppliers of any tier, and all employees and agents engaged by any of them in relation to the Estate Properties;

“Tender Documents” any documents provided to the *Consultant* by the *Client* in connection with the procurement of this Call Off Agreement;

“Third Parties” any supplier to the *Client* (other than the *Consultant*) which is notified to the *Consultant* from time to time and/or which the *Consultant* should have been aware.

Independence, Conflicts of Interest and Proscribed Conduct

Z132.2 The *Consultant* shall carry out (and shall procure that *Consultant* Personnel shall carry out) the *service* using reasonable skill and care.

Z132.3 The *Consultant* shall take appropriate steps to ensure that neither the *Consultant* nor any *Consultant* Personnel or *Consultant* Related Party is placed in a position of potential or actual conflict between the financial, commercial or other interests of the *Consultant* and/or any *Consultant* Related Party and the *Consultant's* duties to the *Client* under this Call Off Agreement. Should any conflict arise or become apparent, the *Consultant* will disclose the same to the *Client* immediately with full details.

Z132.4 Without prejudice to the *Consultant's* general obligation under Clauses Z132.2 and Z132.3 (Independence, Conflicts of Interest and Proscribed Conduct), the *Consultant* shall not and shall procure that any *Consultant* Personnel or any *Consultant* Related Party shall not engage in Proscribed Conduct and shall notify the *Client* promptly on any breach of this requirement, provided always that for the purposes of this Clause Z132.4 the words “agents”, “consultants” and “contractors” shall be deemed to be deleted from the definitions of the terms “*Consultant* Personnel” and “*Consultant* Related Party”.

Z132.5 Without prejudice to the *Client's* rights under Clause 90 (Termination), where the *Consultant* is in breach of Clause Z132.2 to Z132.4 (Independence, Conflicts of Interest and Proscribed Conduct) the *Consultant* shall, within five (5) Working Days of any breach becoming apparent to it, provide proposals to the *Client* for remedying and/or mitigating such breach. Upon any breach of Clauses Z132.2 to Z132.4 (Independence, Conflicts of Interest and Proscribed Conduct) becoming apparent

to the *Client* (whether or not notified by the *Consultant*), the *Client* may, at the *Consultant's* cost:

(a) in accordance with Clause 94 (Service Exclusion) (as inserted by Clause Z111 (Amendments to the PSC NEC4 Core Clauses – Termination)), remove any part or parts of the *service* from the Statement of Requirements and Scope of this Call Off Agreement and carry out such part or parts of the *service* itself and/or employ a third party to carry out such part or parts of the *service*;

(b) require the *Consultant* to put such measures in place (including but not limited to information barriers) as required by the *Client* in its absolute discretion to rectify and/or mitigate the effect of any such breach; and/or

(c) undertake additional monitoring activities pursuant to Clause Z124 (Increased Monitoring) to ensure that notwithstanding any breach of Clauses Z132.2 to Z132.4 (Independence, Conflicts of Interest and Proscribed Conduct), the *Consultant* continues to comply with its other obligations pursuant to this Call Off Agreement and in accordance with Clause Z132.2 (Independence, Conflicts of Interest and Proscribed Conduct).

Z132.6 Save in the event of and to the extent consequential on removal of the relevant element of the *service* pursuant to Clause 94 (Service Exclusion) or termination of all or part of the *service*, where as a result of the matter(s) leading or contributing to a breach of Clauses Z132.2 to Z132.4 (Independence, Conflicts of Interest and Proscribed Conduct) the *Consultant* or any Consultant Personnel or a Consultant Related Party realises a profit or other financial benefit:

(a) the *Consultant* shall account to the *Client* in respect of the same on a monthly basis; and

(b) the *Client* shall be entitled to set off an amount equivalent to that financial benefit (as accounted for by the *Consultant* or otherwise as the *Client* may determine) from any amount due to the *Consultant* under this Call Off Agreement or under any other agreement between the *Consultant* and the *Client*.

Co-operation with Third Parties

Z132.7 The *Consultant*:

(a) provides access and co-operation to Third Parties as required by the *Service Manager*;

(b) co-ordinates and integrates the execution of the *service* with the works of Third Parties including those engaged by the *Client* under any contract which the *Client* may enter into in relation to the Estate Property;

(c) complies with such instructions as issued by the *Service Manager* to co-ordinate the *Consultant's* execution of the *service* with the works of Third Parties (acknowledging that the *Service Manager*, in issuing an instruction, is expected to comply with clause 14.4 of the Call Off Agreement);

(d) plans and co-ordinates the *service* in accordance with the requirements of the *Service Manager*, taking into account the presence of Third Parties and acknowledging in particular the need to communicate and co-operate with other Client Supply Chain Members so that the *service* and the *services* provided by Third Parties are delivered in a co-ordinated and efficient manner without delay or disruption to the *service* and avoiding unnecessary disruption or inconvenience to the users of the Estate Property through lack observance of the requirements of this clause;

(e) provides or assists in provision of all information, data, know-how and calculations necessary for the *Client* and/or any person appointed by the *Client* to carry out any works or services in a timely, economic and efficient manner without delay and disruption and keeps the *Client* informed at all times of all relevant matters pertaining to the Estate Property;

(f) is fully responsible for identifying and obtaining all information, data, know-how, calculations, drawings, documents, reports, investigations and surveys used for or in connection with the Estate Property, the provision of which is undertaken by Third Parties in order that the service is executed in a timely, economic and efficient manner without delay and disruption to the business of the *Client*; and

(g) jointly and severally with Third Parties engaged by the *Client* co-operates and manages the interface of the *service* with the works of such Third Parties and provides all management services, labour, materials, goods, plants and services necessary for the *Consultant's* co-operation and management.

Z132.8 Compliance by the *Consultant* with its obligations under Clause Z132.7 is without additional cost to the *Client*. Without prejudice to Clauses Z132.10 to Z132.13 (Defaults caused by Client Supply Chain Members), the *Consultant* shall not be entitled to a compensation event or otherwise to additional time or cost as a consequence of failure by it to observe this clause.

Defaults caused by Client Supply Chain Members

Z132.9 Where a Client Supply Chain Member default causes, or the *Consultant* reasonably believes will cause, the *Consultant* to be in material default in respect of any of its obligations under this Call Off Agreement, within five (5) Working Days of any material default becoming apparent to it the *Consultant* shall notify the *Client* of such material default, setting out the details of the default or likely default, how such Client Supply Chain Member default has caused or will cause the relevant default and what steps the *Consultant* has undertaken or will undertake to mitigate the default. The *Client* may, at the *Client's* cost (but subject always to compliance with this Clause Z132.9 and Clauses 132.10 and Z132.12 (Defaults caused by Client Supply Chain Members)), require the *Consultant* to put such measures in place (including but not limited to information barriers) as required by the *Client* (acting reasonably) to rectify and/or mitigate the effect of any such material default.

Z132.10 The *Consultant* shall at all times:

(a) use all reasonable endeavours to mitigate the effects of the Client Supply Chain Member default and proactively liaise with the relevant Client Supply Chain Member as necessary;

(b) continue to provide the service in accordance with the requirements of this Call Off Agreement; and

(c) comply with any reasonable requirements of a Client Supply Chain Member.

Z132.11 The *Client* shall, acting reasonably, determine whether and to what extent the Client Supply Chain Member default has caused the material default and shall notify the *Consultant* of its determination in writing. If there is any dispute in relation to the effects of such default, either Party may refer the dispute to the dispute resolution procedures in Option W2 (Resolving and Avoiding Disputes). Pending the resolution of the dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, such default.

Z132.12 Where it is determined in accordance with Clause Z132.11 that:

(a) the Client Supply Chain Member default is not the cause of the relevant default; and/or

(b) the Client Supply Chain Member default would not have occurred if the *Consultant* had performed its obligations under and in accordance with this Call Off Agreement,

the relief set out in Clause Z132.13 (Defaults caused by Client Supply Chain Members) shall not apply and the *Consultant* shall be liable for the consequences of such default in accordance with the terms of this Call Off Agreement.

Z132.13 Subject to Clause Z132.12, where the *Client* determines that the material default would not have occurred but for a Client Supply Chain Member default:

(a) the *Consultant* shall not be treated as being in breach of this Call Off Agreement to the extent that such default was caused by the Client Supply Chain Member default; and

(b) the *Client* shall not be entitled to exercise any of the following rights that may arise as a result of the relevant default, to the extent that the default is caused by the Client Supply Chain Member default, to terminate this Call Off Agreement pursuant to Clause 90 (Termination).

Client Supply Chain Indemnity

Z132.14 The *Consultant* shall exercise reasonable skill and care not to cause any impediment, prevention or default to any Client Supply Chain Member. Z132.15 The *Consultant* shall be liable to the *Client* for all expenses, costs, damages and losses incurred by it arising out of or in connection with Clause Z132.14.

Clause Z133 Recovery of sums due from the Consultant

Not used

Clause Z134 Value Added Tax (VAT) Recovery and Invoicing

Insert new clause Z134 as follows:

Z134.1 Where under this Call Off Agreement any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

Z134.2 The *Client* is an “end user” under section 8(1)(b)(i) of the Value Added Tax (section 55A) (Specified Services and Excepted Supplies) Order 2019 and accordingly the “reverse charge” of VAT under section 55A of the Value Added Tax Act 1994 (“VATA”) does not apply to supplies made to the *Client* under this Call Off Agreement. The *Consultant* shall comply with section 55A of VATA in respect of all supply arrangements with Subcontractors to which it applies.

Z134.3 The *Consultant* shall ensure that each invoice contains a valid reference number. All appropriate references and a detailed breakdown of the service supplied and any other documentation reasonably required by the *Client* to substantiate the invoice should be supplied in accordance with Clause Z134.8 (Value Added Tax (VAT) Recovery and Invoicing).

Z134.4 The *Consultant* shall indemnify the *Client* on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the *Client* at any time in respect of the *Consultant's* failure to account

for or to pay any VAT relating to payments made to the *Consultant* under this Call Off Agreement. Any amounts due under this Clause Z134.4 shall be paid by the *Consultant* to the *Client* not less than five (5) Working Days before the date upon which the tax or other liability is payable by the *Client*.

Z134.5 The *Client* shall not be liable to the *Consultant* in any way whatsoever for any error or failure made by the *Consultant* (or the *Client*) in relation to VAT, including where the:

(a) *Consultant* is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with this Call Off Agreement;

(b) *Consultant* has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid;

(c) *Consultant*'s treatment of VAT in respect of any claim for payment made under this Call Off Agreement is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or

(d) *Consultant* has specified a rate of VAT, or a VAT classification, to the *Client* but the *Consultant* subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described in this Clause Z42.5(d), the *Consultant* shall be obliged to repay any overpayment by the *Client* on demand.

Z134.6 Where the *Consultant* does not include VAT on an invoice, the *Client* will not be liable to pay any VAT for that invoice where twelve months has elapsed after the invoice due date.

Z134.7 The *Consultant* acknowledges that the *Client* has advised the *Consultant* that the *Consultant* should seek its own specialist VAT advice in relation to this Call Off Agreement and, in the event of any uncertainty following specialist advice, the *Consultant* should seek clarification of this Call Off Agreement's VAT status with HMRC.

Z134.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Clause Z135 Tax Arrangements of Public Appointees

Insert new clause Z135 as follows:

Z135.1 In this Clause Z135, the following terms shall have the following meanings:

"Associated Company" is any company, corporation, partnership, joint venture or other entity which directly or indirectly controls, is controlled by or is under common control with the *Consultant*. The word "control" in this context means the ability or entitlement to exercise, directly or indirectly, at least fifty (50) per cent of the voting rights attributable to the shares or other interest in the controlled company, corporation, partnership, joint venture or other entity; and

"Staff" are individuals (other than direct employees of the *Consultant*, an Associated Company or any Subcontractor) made available by the *Consultant* to the *Client* in relation to this Call Off Agreement.

Z135.2 Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this Call Off Agreement, the *Consultant* complies, and procures that the Staff comply, with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration. The *Consultant* indemnifies the *Client* against any income tax, and

any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the *service* by the *Consultant* or any Consultant Personnel.

Z135.3 Where any Staff are liable to National Insurance Contributions (“NICs”) in respect of consideration received under this Call Off Agreement, the *Consultant* complies, and procures that the Staff comply, with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration. The *Consultant* indemnifies the *Client* against any NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the *service* by the *Consultant* or any Consultant Personnel.

Z135.4 The *Client* may, at any time during the term of this Call Off Agreement, request the *Consultant* to provide information to demonstrate either how any member of Staff is complying with Clauses Z135.2 and Z135.3 (Tax Arrangements of Public Appointees) or why those clauses do not apply to it.

Z135.5 If the *Consultant* fails to provide information in response to a request under Clause Z135.4:

- (a) within the period for reply; or
- (b) which adequately demonstrates either how any member of Staff is complying with Clauses Z135.2 and Z135.3 (Tax Arrangements of Public Appointees) or why those clauses do not apply to it,

the *Client* may:

- (c) treat such failure as a substantial failure by the *Consultant* to comply with his obligations; or
- (d) instruct the *Consultant* to replace the relevant member of Staff.

Z135.6 If the *Client* receives or identifies information through any means which demonstrates that a member of Staff is not complying with Clauses Z135.2 and Z135.3 (Tax Arrangements of Public Appointees), the *Client* may treat such non-compliance as a substantial failure by the *Consultant* to comply with his obligations.

Z135.7 The *Consultant* acknowledges that the *Client* may:

- (a) supply any information which it receives under Clauses Z135.4 or Z135.6 (Tax Arrangements of Public Appointees); or
- (b) advise the non-supply of information,

to the Commissioners of His Majesty’s Revenue & Customs or Revenue Scotland for the purpose of the collection and management of revenue for which they are responsible.

Clause Z136 Financial Transparency

Insert new clause Z136 as follows:

Z136.1 In this Clause Z136 and where used elsewhere in this Call Off Agreement, the following terms shall have the following meanings:

“Financial Transparency Objectives” has the meaning given in Clause Z136.2 (Financial Transparency); and

“Unit Rates” the unit rates set out in the Price List as may be adjusted in accordance with this Call Off Agreement.

Z136.2 The *Consultant* acknowledges that the provisions of this Clause Z136 are designed (inter alia) to facilitate, and the *Consultant* co-operates with the *Client* in order to achieve, the following objectives:

Understanding the Prices

(a) for the *Client* to understand any payment sought from it by the *Consultant* including an analysis of the Unit Rates (including the *Consultant's* profit margin), expenses (where relevant) and the time spent by Consultant Personnel in *Providing the Service*;

(b) for both Parties to be able to understand the Price List and cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

Agreeing the impact of Contract Change

(c) for both Parties to agree the quantitative impact of any Contract Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Percentage Fee and Price List;

(d) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the service;

Continuous Improvement

(e) for the Parties to challenge each other with ideas for efficiency and improvements; and

(f) to enable the *Client* to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the "Financial Transparency Objectives").

Z136.3 The *Consultant* acknowledges the importance to the *Client* of the Financial Transparency Objectives and the *Client's* need for complete transparency in the way in which the Percentage Fee and/or Unit Rates are calculated.

Clause Z137 Official Secrets Act

Insert new clause Z137 as follows:

Z137.1 The Official Secrets Act 1989 applies to this Call Off Agreement from the Contract Date until the *defects date* or earlier termination.

Z137.2 The Consultant notifies his employees and Subcontractors of their duties under the Official Secrets Act 1989.

Z137.3 A failure to comply with this Clause Z137 is treated as a substantial failure by the *Consultant* to comply with his obligations.

Z137.4 The *Consultant* complies with the staff vetting and training requirements stated in the Statement of Requirements and Scope (Contract Schedule 1).

Clause Z138 Offshoring of Data

Insert new clause Z138 as follows:

Z138.1 In this Clause Z138 and where used elsewhere in this Call Off Agreement, the following term shall have the following meaning:

“Risk Assessment” is a full risk assessment and security review carried out by the *Client* in accordance with the document stated in the Contract Data.

Z138.2 The *Consultant* does not store any of the *Client*’s data that is classified as Official or higher in accordance with “Government Security Classifications” dated April 2014 (or any later revision or replacement):

(a) offshore; or

(b) in any way that it could be accessed from an offshore location, until the *Client* has confirmed to the *Consultant* that either:

(c) the *Client* has gained approval for such storage in accordance with “Offshoring information assets classified at OFFICIAL” dated November 2015 (or any later revision or replacement); or

(d) such approval is not required.

Z138.3 The *Consultant* ensures that no premises are used to Provide the Service until:

(a) such premises have passed a Risk Assessment; or

(b) the *Client* confirms to the *Consultant* that no Risk Assessment is required.

Z138.4 The *Consultant* complies with a request from the *Client* to provide any information required to allow the *Client* to:

(a) gain approval for storing data or allowing access to data from an offshore location in accordance with Clause Z138.2 (Offshoring of data); or

(b) conduct a Risk Assessment for any premises for the purpose of Clause Z138.3 (Offshoring of data).

Z138.5 The *Consultant* ensures that any sub-contract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

Z138.6 A failure to comply with this Clause Z138 is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z139 Termination – PCRs, Regulation 73

Insert new clause Z139 as follows:

Z139.1 The occurrence of the following event is deemed to be a substantial failure of the *Consultant* to comply with his obligations:

(a) one or more of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Consultant* at the Contract Date.

Z139.2 The *Client* may terminate the *Consultant*’s obligation to *Provide the Service* by notifying the *Consultant* if this Call Off Agreement has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015.

Z139.3 If the modification or infringement was due to a default by the *Consultant*, this is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

Clause Z140 Assignment and Novation

Insert new clause Z140 as follows:

Z140.1 The *Client* is entitled to assign or otherwise dispose of its rights under this Call Off Agreement or any part thereof to any:

(a) Contracting Authority; or

(b) other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Client*.

Z140.2 The *Consultant* does not, without the written consent of the *Client*, assign or transfer this Call Off Agreement, or any part of, share of or interest in it. In the absence of the *Client's* written consent no sum of money becoming due under this Call Off Agreement is payable to any person other than the *Consultant*.

Z140.3 The *Client* is entitled to, and the *Consultant* gives consent to, the novation of this Call Off Agreement or any part thereof to any Contracting Authority upon such terms as the *Client* proposes, provided that where such novation increases the burden on the *Consultant* pursuant to this Call Off Agreement, the novation shall be a compensation event. Accordingly a new Clause 60.1(17) (compensation events) shall be added that reads "A novation pursuant to Clause Z140.3 (Assignment and Novation) occurs which increases the burden on the *Consultant* pursuant to this Call Off Agreement".

Z140.4 Any change in the legal status of the *Client* such that it ceases to be a Contracting Authority does not affect the validity of this Call Off Agreement. In such circumstances, this Call Off Agreement binds and inures to the benefit of any successor body to the *Client*.

Z140.5 If this Call Off Agreement is novated to a body which is not a Contracting Authority or if a successor body which is not a Contracting Authority becomes the *Client* (both such bodies being referred to in the remainder of this clause as the "transferee") the transferee is only able to assign, novate or otherwise dispose of its rights and obligations under this Call Off Agreement or any part thereof with the written consent of the *Consultant*.

Clause Z141 Appointment of Adjudicator

Insert new clause Z141 as follows:

Z141.1 The Adjudicator's appointment under the NEC Adjudicator's Contract current at the Contract Date includes the following additional conditions of contract:

"The Adjudicator complies, and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Act 1989. Any information concerning the contract between the Parties obtained either by the Adjudicator or any person advising or aiding him is confidential, and may not be used or disclosed by the Adjudicator or any such person except for the purposes of this Call Off Agreement."

Clause Z142 Counterparts

Insert new clause Z142 as follows:

Z142.1 This Call Off Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Call Off Agreement.

Z142.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call Off Agreement. Without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

Clause Z143 Responsibility for Documents

Insert new clause Z143 as follows:

Z143.1 The *Client* may at any reasonable time examine schedules, calculations, surveys, reports, specifications, drawings and/or any other documents and information which are in the possession of the *Consultant*, and which concern this Call Off Agreement, but no such examination relieves the *Consultant* of any responsibility to Provide the Services.

Clause Z144 Protection of Information

Insert new clause Z144 as follows:

Z144.1 The *Consultant* and any of its Sub-contractors, shall not access, process, host or transfer Client Data outside the United Kingdom without the prior written consent of the *Client*, and where the *Client* gives consent, the *Consultant* shall comply with any reasonable instructions notified to it by the *Client* in relation to the Client Data in question.

Z144.2 Where the *Client* has given its prior written consent to the *Consultant* to access, process, host or transfer Client Data from premises outside the United Kingdom:

- a) the *Consultant* must notify the *Client* (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Client Data;
- b) the *Consultant* shall take all necessary steps in order to prevent any access to, or disclosure of, any Client Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Clause Z145 Consultant Expenses

Insert new clause Z145 as follows:

Z145.1 The *Client* is only liable to reimburse the *Consultant* for any expense or any disbursement which is:

- (A) specified in this Call Off Agreement, or
- (B) which the *Client* has approved prior to the *Consultant* incurring that expense or that disbursement. The *Consultant* may not invoice the *Client* for any other expenses or any other disbursements.

Z145.2 In the event any expenses or any disbursements are requested by the *Consultant*, the *Client* will consider the request in accordance with Contract Schedule 19 (DWP Policy On Expenses For Business Travel & Accommodation).

Clause Z146 Instruction by Task Order

Insert new clause Z146 as follows:

Z146.1 The *Client* will award work to the *Consultant* via Task Order following the procedure outlined in Contract Schedule 6 (Instruction by Task Order).

CONTRACT SCHEDULE 1: CLIENT'S STATEMENT OF REQUIREMENTS AND SCOPE

APPENDIX L – CLIENT'S STATEMENT OF REQUIREMENTS AND SCOPE

Multi-Disciplinary Professional Services to support DWP Lifecycle Works & Recharge Estates Projects

Further Competition under

CCS RM6165 Lot 1 Built Environment & General Infrastructure

Contents

1.	INTRODUCTION.....	ERROR! BOOKMARK NOT DEFINED.
2.	BACKGROUND	ERROR! BOOKMARK NOT DEFINED.
3.	THE ROLE OF THE CLIENT	ERROR! BOOKMARK NOT DEFINED.
4.	KEY STAKEHOLDERS.....	ERROR! BOOKMARK NOT DEFINED.
5.	THE CLIENT’S REQUIREMENTS	ERROR! BOOKMARK NOT DEFINED.
6.	CORE DISCIPLINES OVERVIEW	ERROR! BOOKMARK NOT DEFINED.
7.	NON-CORE DISCIPLINES	ERROR! BOOKMARK NOT DEFINED.
8.	ADMINISTRATION OF WORKS CONTRACTORS TASK ORDER PROCESS	ERROR! BOOKMARK NOT DEFINED.
9.	BIM TIERS	ERROR! BOOKMARK NOT DEFINED.
10.	SAMPLE CHECKING, BENCHMARKING & AUDIT OF OTHERS	ERROR! BOOKMARK NOT DEFINED.
11.	CONTRACT INFORMATION	ERROR! BOOKMARK NOT DEFINED.
12.	RESOURCE REQUIREMENTS.....	ERROR! BOOKMARK NOT DEFINED.
13.	ALLOCATION PROCESS.....	ERROR! BOOKMARK NOT DEFINED.
14.	PERFORMANCE MANAGEMENT	ERROR! BOOKMARK NOT DEFINED.
15.	SOCIAL VALUE	ERROR! BOOKMARK NOT DEFINED.
16.	MANAGEMENT DATA.....	ERROR! BOOKMARK NOT DEFINED.
17.	ROLE PROFILES/ CORE COMPETENCIES	ERROR! BOOKMARK NOT DEFINED.
18.	WORKING TOGETHER.....	ERROR! BOOKMARK NOT DEFINED.
19.	SUSTAINABILITY	ERROR! BOOKMARK NOT DEFINED.
20.	MEETINGS	ERROR! BOOKMARK NOT DEFINED.
21.	PROJECT CLOSE OUT.....	ERROR! BOOKMARK NOT DEFINED.
22.	INFORMATION MANAGEMENT	ERROR! BOOKMARK NOT DEFINED.
23.	ANNEXES.....	91

1. INTRODUCTION

- 1.1. This Statement of Requirements and Scope sets out the roles and responsibilities of the Consultants to deliver the services. Words and phrases used in this Statement of Requirements and Scope have the meaning given them in the Call Off Agreement unless otherwise defined or the context otherwise requires.
- 1.2. The Department for Work and Pensions (“DWP” or the “Client”) is seeking a construction professional service consultant to work closely with the selected construction Works Contractors to assist with Lifecycle works projects across its national estate portfolio. The aim is to award one successful consultant who will be awarded a Call Off Agreement providing a Multi-Disciplinary Team (MDT).
- 1.3. All appointments for construction professional services will be taking place from the CCS Framework RM6165 (Construction Professional Services) using Lot 1 – Built Environment & General Infrastructure.
- 1.4. This Statement of Requirements and Scope will be incorporated into the Call Off Agreement Appendix H following contract award.

2. BACKGROUND

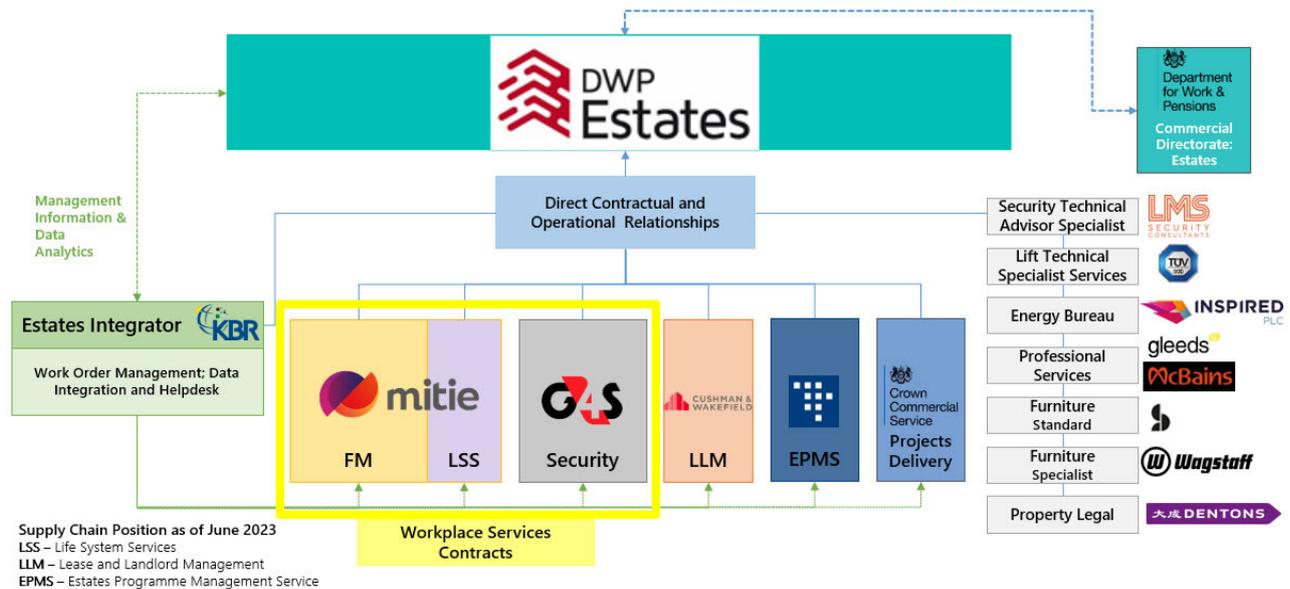
- 2.1. The Client is responsible for welfare, pensions, and child maintenance policy. As the UK’s biggest public service department, it administers the State Pension and a range of working age, disability, and ill health benefits to around twenty million claimants and customers.
- 2.2. The Client delivers these services across England, Wales, and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.1000 buildings – the largest commercial estate within Government. This number is made up primarily of Jobcentre offices, but also includes Health Assessment Centres and back offices. The back-office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP Estate is geographically dispersed due to the high street nature of the Jobcentre and Health Assessment Centre portfolio - requiring local presence to serve customers.
- 2.3. DWP Estates has a full range of construction works for example, fit-out, relocation, divestment, decommissioning, repairing, and replacing key assets, such as heating systems, Heating, Ventilation and Air Conditioning (HVAC), and roofs, under Lifecycle Works (LCW) however, LCW critical asset replacement is not limited to just these areas of construction.
- 2.4. DWP have various Recharge previously known as (Business as Usual) projects, which are very wide-ranging but typically consist of low value minor building works requested and paid for by individual business units within DWP or the Reasonable Adjustments Programme focussed on inclusive design. The Reasonable Adjustments Programme covers workplace adjustments required by staff with mobility difficulties. Examples of Recharge projects include creating a new breakout area, including a tea point and soft seating/meeting space etc., or under the Reasonable Adjustments Programme, installation of ramps, accessible toilet/welfare facilities and automatic doors.

2.5. LCW and Recharge projects are required to maintain the general up-keep of DWP's Estate, ensure statutory compliance and provide safe and effective places for staff to work and customers to visit.

- **DWP's Estates Target Operating Model (ETOM)**

2.6. DWP Estates Directorate is accountable for the delivery of all aspects of real estate services, supported by the Estates Category Team within Commercial Directorate to undertake all commercial activity required within the complex estate's portfolio.

2.7. The Diagram (Figure 1) below illustrates the supply chain model supporting DWP Estates delivery.



- **DWP's Estates Target Operating Model (ETOM) Suppliers**

2.8. Suppliers listed within Figure 1 are referred to by the Client as 'towers:'

- **Facilities Management (FM):** This tower includes the FM and Life Systems Services (LSS) contracts, supplied by Mitie FM Limited, the Client's Energy Bureau provided by Inspired Energy Solutions Limited and furniture, fittings, and equipment (FFE) contracts, supplied by Southern Broadstock Limited and Wagstaff Bros., Limited.
- **Security:** The security tower consists of several contracts for physical security guards and systems, supplied by G4S Secure Solutions (UK) Limited (G4S).
- **Projects Delivery:** This includes the currently appointed providers of construction professional services listed as well as all 25 Construction Works Contractors currently appointed to the Client's 'Taxi Rank Rotational Procedure' shown in Appendix 1.
- **Integrator, Estate Programme Management Service (EPMS) and LLM (Landlord and Lease Management):** This tower includes the Integrator contract with Kellogg Brown & Root Limited (KBR), the EPMS contract with Turner &

Townsend Project Management Limited and LLM supplied by Cushman & Wakefield Debenham Tie Leung Limited.

Update to Workplace Services Contractors

- 2.9. Workplace services consists of Facilities Management, Life Safety Systems & Security Guarding. The Client is undertaking procurement exercises for replacement services contracts which are due to expire in 2025.
- 2.10. The Workplace Services provided through the affected contracts are critical to the safe and secure operation of the DWP estate, and therefore directly impact on the ability of DWP to deliver its services to the public. Continuation of these services is essential to avoid site closures and business disruption.
- 2.11. The business need requires a commercial strategy that supports the strategic intent and aspirations of the DWP Estates function in its role of delivering suitable workplace solutions to DWP, specifically ensuring appropriate commercial arrangements are in place to complement the new estates operating model.

3. THE ROLE OF THE CLIENT

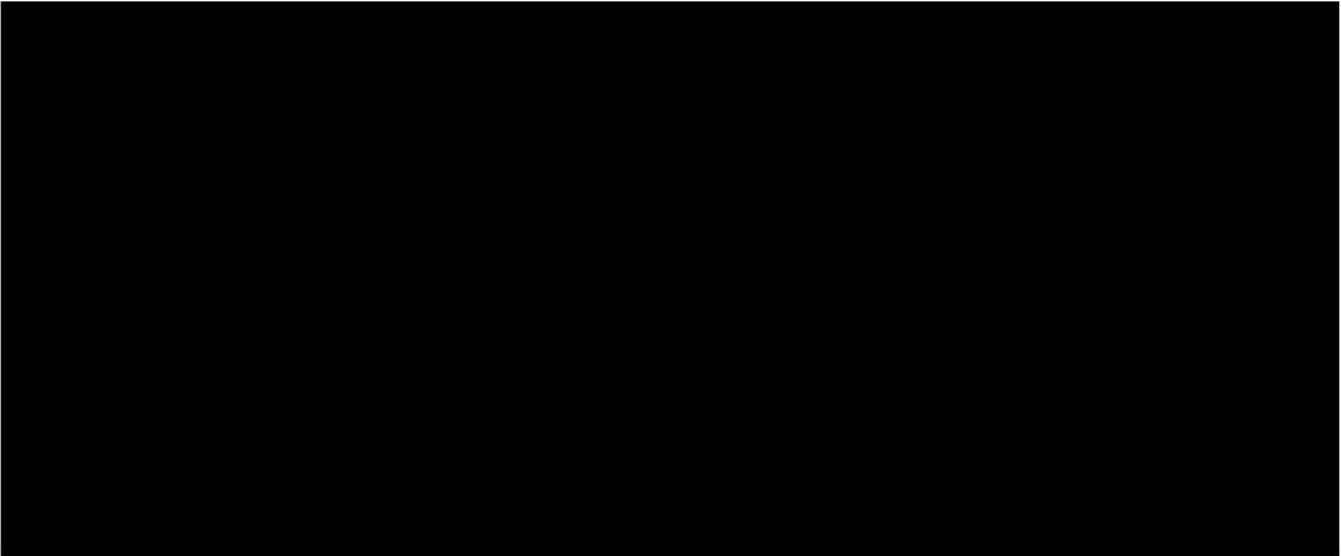
3.1. DWP Estates Directorate is responsible for:

- Defining business requirements for projects and working with DWP business units to articulate and challenge their requirements for projects.
- Create and approve the work plans.
- Approving and allocating budgets, including approving any required additional spending.
- Reviewing DWP Estates project costs and programmes.
- Defining DWP's future strategy.
- Providing access to project and Consultant specific folders on DWP's Microsoft SharePoint or the Client's chosen Common Data Environment for appropriate personnel, so data and information can be shared effectively.
- Various Consultant payment activities, for example providing instructions to DWP Estates Cost Management/Finance colleagues to raise purchase orders and reviewing and validating receipting action required to ensure invoices are paid (via KBR Integrator & Shared Services as appropriate).
- Working in conjunction with DWP Commercial Directorate to undertake contract management and performance management of the providers of professional services.

4. KEY STAKEHOLDERS

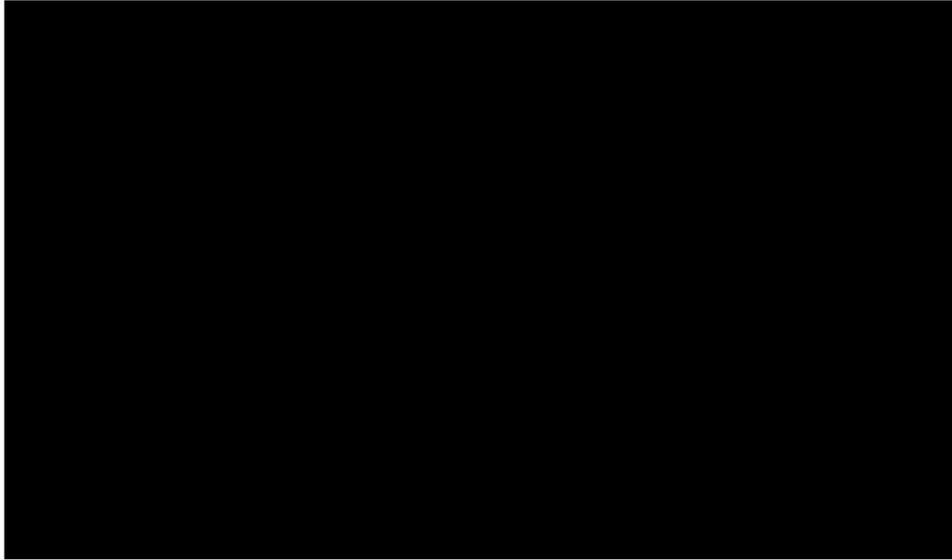
4.1. **DWP Estates Directorate (Service Delivery)**

- Key stakeholders within DWP Estates Directorate are shown below.



4.2. DWP Commercial Directorate Estates Category Team

- The DWP Commercial Directorate Estates Category Team are responsible for:
 - Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors.
 - Negotiating and executing any necessary contract variations.
 - Acting as an escalation point for performance issues where remedial action is felt necessary.
 - Assuring compliance with The Public Contract Regulations 2015.
 - Ensuring value for money.



5. THE CLIENT'S REQUIREMENTS

- 5.1. The successful Consultant should provide comprehensive client focused and collaborative multidisciplinary professional services providing support to both the Client and the construction consultants throughout the lifecycle of the LCW / recharge projects.
- 5.2. The Client requires an appropriate multi-disciplinary team to support the Estates projects from Royal Institute of British Architects (RIBA) 0-7.
- 5.3. Below is an overview of the professional services required, however the successful bidder will be required to carry out the services detailed in the Schedule of Services attached in Annex 1 (this will be the Schedule of Services)
- 5.4. The Client will collaborate with the appointed Consultant to develop the most appropriate procurement solution for any particular project or programme. This may mean that design responsibility will pass from Client to Works Contractor at different stages, typically at either the end of RIBA Stage 2 or RIBA Stage 3. This will dictate the timing at which Technical Advisor services are required.
- 5.5. The Consultant will be responsible for Cost Management and reporting projects and programmes, including the associated supply chain, including:
 - a. Commercial administration and management of all projects; ensuring effective commercial management of Works Contractors and the direct service Consultants.
 - b. Tracking, reporting, and managing completion of all contractual requirements.
 - c. Enabling and supporting accurate, timely and data led management information and reporting and effective and accurate valuation and certification of Consultant AFPs (Applications for Payments) and Compensation Events, ensuring the Client payment processes are followed in a timely manner using the clients chosen project management tool.

- 5.6. When required by the Client, an appropriate MDT is provided by the Consultant to meet the need for Government Soft Landings (GSL) approach to delivering projects with engagement throughout the life-cycle of the project in accordance with BS8536 parts 1 and 2 (updated for ISO 19650) by supporting and facilitating the Clients objectives, in collaboration with the allocated Works Contractor and the facilities management/work place services teams at the appropriate times.
- 5.7. The Client is currently on a journey to increase its Building Information Model (BIM) maturity, with the aspiration to develop a fit for purpose strategy for its Estate, with the aim to improve current information levels and better inform the asset management decision making process by providing the golden thread.
- 5.8. The Consultant are expected to provide a flexible, resilient service, including appropriate business continuity plans for overcoming any service disruption and the capacity to increase resource at times of peak activity.
- 5.9. The Consultant shall not be required to perform any activities that it would be prohibited from doing under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or any successors to them. The Consultant shall not be obliged to provide any financial or taxation advice. Furthermore, nothing in this Agreement shall oblige the Consultant to provide legal advice to the Client or undertake any legal negotiations on the Client's behalf. The Consultant is not required to provide legal advice to the Client or undertake any legal negotiations on the Client's behalf.

6. CORE DISCIPLINES OVERVIEW

- 6.1. This Statement of Requirements and Scope describes the roles, responsibilities, and qualifications of a multi-disciplinary professional services team for construction projects from inception through all the RIBA stages. The Consultant's team will include:
 - Project Manager
 - Programme Manager
 - BIM Digital Information Manager
 - BIM Co-Ordinator
 - Technical Advisor
 - Cost Consultant
 - Principal Designer
 - Contract Administrator
- 6.2. The disciplines will cover a range of activities. The descriptions per discipline below should be provided in tandem with the RIBA-stage specific requirements within the services matrices in Annex 1 – Schedule of Services.
- 6.3. **Project Manager**
 - 6.3.1. Lead, plan, and manage and to accurately record/track in DWP Project Management system the project to deliver the project outcomes within scope, budget, time, and quality expectations.

- 6.3.2. Develop and implement the project management strategy, including project plan, budget, risk management plan, communication plan, and stakeholder engagement plan.
- 6.3.3. Project Planning & Master Scheduling.
- 6.3.4. Ensure project governance is captured in DWP's Project Management system, including meetings minutes etc, quality control, and reporting mechanisms are established and maintained.
- 6.3.5. To share the Consultant's current Business & Continuity Plans (on contract award and thereafter annually) and the Risk Register with the members of the quarterly Key Account Meeting Key Account Meeting (KAM), for review.
- 6.3.6. Ensure the project is managed in compliance with relevant project management standards, industry codes, and legislation.
- 6.3.7. To provide advice to the Client in its management of Works Contractors. This shall include but is not limited to advice on: Compensation Events; Early Warning Notices; Retentions; Warranties; Delay damages; Assessment of proposed costs in relation to any of the above and other associated matters. This shall also include co-ordination between members of the multi-disciplinary team. The Consultant shall provide commercial advice within seven (7) days of request by the Client. Where the Consultant is also the Works Contractor, an alternative supplier will be sought.

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6.4. Programme Manager

- 6.4.1. Design, implement, and manage a programme management framework to ensure the delivery of a coordinated programme of works that achieves the programme objectives and aligns with the project vision.
- 6.4.2. Provide strategic leadership and direction to the project team to ensure effective programme planning, execution, monitoring, and reporting.
- 6.4.3. Develop and implement programme management tools and techniques, such as critical path analysis, risk management, and change control.
- 6.4.4. Ensure effective stakeholder engagement and communications to ensure alignment of programme objectives with stakeholder needs and expectations.

6.5. Building information Modelling (BIM) / Digital Information Manager

- 6.5.1. The Consultant shall recognise that the Clients strategic plan is to, over time, develop and implement the systems and processes to enable compliance with ISO19650 by using the UK BIM Framework to support. The Consultant are required to support DWP by delivering the services in accordance with the Clients implementation programme in a proactive and collaborative manner.

- 6.5.2. The Consultant shall comply with the UK BIM Framework (inclusive of ISO 19650 and supporting documents: see Government Soft Landing (GSL) Report (ukbimframework.org) for more details).
- 6.5.3. The Consultant shall comply with the reasonable instructions of the Client's BIM Manager in relation to meeting the BIM documents and DWP's strategic objectives. The Consultants must assist in the Client's aim to improve and develop its BIM maturity.
- 6.5.4. Support the Client by providing suitable assistance to Develop and implement a BIM and digital information management strategy to facilitate the efficient and effective use of digital technologies throughout the project lifecycle, meeting the DWP BIM Strategy outlined by the Client through BIM Requirements Documentation aligning to the UK BIM Framework (ISO19650 and associated documents, and adapt to updates over the period of the Call Off Agreement) where the Client believes it is appropriate through collaboration.
- 6.5.5. The Consultant shall support DWP and individual DWP requirements for delivery of a number of strategic priorities related to the wider HM Government policy by the adoption of measures to improve efficiency and value for money. Manage the BIM and digital information management processes, systems, and standards, developing key processes and project documents to assist the client gain the right outcomes to meet strategic objectives (including long-term aspiration to integrate H&S/CDM utilising BIM/3D models).
- 6.5.6. Ensure effective collaboration and communication across the project team using digital technologies in alignment with the Client's BIM Strategy, Data and Systems strategy, and BIM Requirements Documentation.
- 6.5.7. Ensure that data is systematically collected, verified, and recorded to ensure traceability, transparency, and accountability providing a robust service ensuring the transferring and moving of information from or to alternative systems, ensuring data capture accuracy is retained and the interoperability of data across DWP Estates is maintained meeting the BIM golden thread principle.
- 6.5.8. Continuously provide feedback to stakeholders on the ongoing progress and performance of the facility post-completion. Generate reports to provide insights into the same.
- 6.5.9. Consultants are to assist develop best practice GSL processes, roles and responsibilities, and generated activities are to be in alignment with the UK BIM Framework Guidance document "Government Soft Landings- Revised guidance for the public sector on applying BS8536 parts 1 and 2-Updated for ISO 19650". Consultants are to work with DWP to deliver GSL in a cohesive and collaborative way, ensuring the smooth transition from delivery (including decommissioning or onboarding an asset, projects impacting assets, and lifecycle works/business as usual workstreams) to managing an asset.
- 6.5.10. Consultants will support the Client with an appropriate schedule of meetings, reporting, assurance, and subsequent interactions to meet the client's

interpretation of the UK BIM Framework (incorporating ISO19650 and associated documents) throughout the project lifecycle.

- 6.5.11. Digital Design, Advanced Modelling, Visualisation & Analytics; to support the position of Programme Manager or Project Manager.
- 6.5.12. The BIM Tier (Gold, Silver, Bronze) is to be defined in the Project Scope by the use of the Asset Digitalisation Matrix (ADM).

There is a need for this role within the Design Team consultants to provide the information & assure within their own teams. There is also a need to manage the process 'Client' side under an assurance role. The requirement for assurance will encompass Contractors works, the handover process into Asset Management (CAFM system or Other System to be provided by the Client), and the potential for cross contract supplier BIM assurance in alignment with ISO19650. BIM PM to a directly report to DWP BIM Managers and DWP Programme managers.

6.6. BIM Co-Ordinator

- 6.6.1. Provide the Services for all Workplan stages unless instructed otherwise by the Client.
- 6.6.2. Attend regular meetings in respect of Design, consult and consult with the Lead Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the BIM Co-ordinator.
- 6.6.3. Develop, implement, and maintain the BIM Protocol for the project and establish and implement robust quality control and collaboration procedures to ensure that all models and datasets are accurate and that the level of information is fit for purpose.
- 6.6.4. Establish rigorous procedures to monitor the production of Design information is in accordance with the BIM Protocol in order that any shortcomings and/or queries are immediately highlighted and rectified in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy, Design Programme, and the Project Programme.
- 6.6.5. Ensure that all stakeholders understand the BIM process and their role within it including BIM development, standards, data requirements etc.
- 6.6.6. Identify, document, and resolve clashes using clash detection software.
- 6.6.7. Co-ordinate the data modelling and management process including liaison with all Project Team Members and the Client.
- 6.6.8. Consult and liaise with other suppliers on the Project Team to ensure that the services provided by the Consultants are fully coordinated with the services provided by those suppliers and in accordance with the Schedule of Services

for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.

- 6.6.9. Participate in the operation of an Early Warning System.
- 6.6.10. Always co-operate with the Principal Designer in respect of the provision of Risk Assessments.
- 6.6.11. Attend meetings with the Client, Project Lead, other suppliers, and the Works Contractor, as necessary.
- 6.6.12. Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for DWP approval based on the results of these exercises to deliver the best overall value for money.
- 6.6.13. Comply with the project management procedures, hierarchy of responsibility, the Communication Strategy, and the exchange of information both informally and formally at Information Exchanges.
- 6.6.14. Participate in the Change Control Procedures.
- 6.6.15. Collaborate with the Client, other suppliers, and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget, and the Project Programme.

6.7. **Technical Advisor**

- 6.7.1. Provide initial advice on project and requirements.
- 6.7.2. Develop and produce brief, scope of works and specifications where required.
- 6.7.3. Liaise with CMST to develop initial cost estimate.
- 6.7.4. Determine and report upon the extent of works required to the existing building to enable the proposed project works.
- 6.7.5. Determine and report upon the extent of works required to the existing building to enable the proposed project works.
- 6.7.6. Advise on statutory and landlord compliance matters including planning, disability, access, conservation, etc.
- 6.7.7. Advise on health and safety aspects of the project and liaise with the principal designer.
- 6.7.8. Undertake briefing meetings with the Works Contractor.
- 6.7.9. Ensure works delivered to brief requirements.

6.7.10. Advise on sustainability aspects of the project and ensure compliance with the sustainability requirements of the DWP Design Standards.

6.8. Cost Consultant

- 6.8.1. Advising on the Client's budget and cost targets per project including conducting initial cost studies and feasibility analysis to determine the viability of the project.
- 6.8.2. Assisting in preparing the project brief and cost plan, including cost estimates for initial design options including evaluating and advising on the financial implications of different design options.
- 6.8.3. Working closely with the design team to ensure cost considerations are integrated into the design development.
- 6.8.4. Preparing cost plans and estimates for the concept design, analysing reviewing design proposals and advising on cost-saving measures.
- 6.8.5. Providing cost advice on the technical aspects of the design, such as materials or construction techniques.
- 6.8.6. Preparing detailed cost plans, including quantity and pricing including conducting value engineering exercises to optimise costs while maintaining the design intent.
- 6.8.7. Monitoring and controlling construction costs, including variation orders and change requests.
- 6.8.8. Ensuring all project costs are accounted for and reconciled.
- 6.8.9. Conducting cost audits and finalising the project's financial records.
- 6.8.10. Collaborating with the project team to ensure smooth handover and closeout processes to enable timely payment to consultants.

6.9. Principal Designer

- 6.9.1. Oversight and effective management of LCW, Recharge projects and all relevant duty-holders to ensure compliance with H&S and environmental regulations e.g., HASWA 1974 and CDM 2015 requirements. Provision of astute professional advice and robust reporting at programme and tactical levels.
- 6.9.2. Pre-acquisition surveys: Attendance at initial site selection visits and report to give an initial, high level, view on likely showstoppers or high-cost items. This is not a BAR report but will support the site selection process and then Cushman & Wakefield in their initial heads of terms negotiations. It is not intended to replace the BAR and expects detailed surveys and investigations to follow.
- 6.9.3. The Principal Designer will be required to undertake ad-hoc audits of a representative sample of Works Contractors to ensure compliance. The Client expects the Principal Designer Day rates requested from the Potential Consultant in Contract schedule 3 - Pricing Model to be used for these

requirements. The basis and frequency of Contractor site auditing will be agreed with the Consultant post-award. CDM Coordination and Compliance (CDM 2015).

- 6.9.4. Principal Designer will be required to use DWP Pre-Construction Information template and appendices as set out in Annex 5.
- 6.9.5. Develop and implement health and safety policies and procedures to ensure the health and safety of all staff, site workers, visitors, and members of the public in line with the DWP Charter.
- 6.9.6. Conduct risk assessments and implement risk mitigation measures to prevent accidents, injuries, and ill health.
- 6.9.7. Monitor and report on health and safety performance and compliance in line with DWP Charter.
- 6.9.8. Ensure that all staff are trained and competent in health and safety matters.
- 6.9.9. The Consultant should aspire to use 3D models to assist CDM (RR1198) and H&S in the future and will be beneficial source of continued digital H&S.

6.10. Contract Administrator

- 6.10.1. Oversight and effective management of contract administration related to NEC4 ways of working including:
 - a. Effective set up and management of NEC contract requirements through the Client's provided platform CEMAR.
 - b. Notifying the Client of all Early Warning Notices and Compensation Events via Client provided NEC contract administration software and ensuring responses are provided within NEC timescales.
 - c. Enabling and supporting systemised management reporting.
 -
 - d. Ensuring collaborative and effective communications.
 - e. Evaluating and sensitively managing commercial issues and risks by evolving optimal approaches and solutions reporting to the DWP project manager.

7. NON-CORE DISCIPLINES

- 7.1. In addition to the core services in Annex 1 there are non-core services that may need to be provided including, but are not limited to:
 - 7.1.1 Architectural Design & Advisory Services (Buildings, Interior and Outdoor).
 - 7.1.2 Architectural Feasibility Studies, Planning, Mapping, Due Diligence, Option Appraisal, Heritage.

- 7.1.3 Civil, Electrical, Mechanical and Structural Engineering.
- 7.1.4 Building Surveys & Facilities Condition Assessments.
- 7.1.5 Building Envelope & Façade Engineering.
- 7.1.6 CDM Coordination (CDM 2015).
- 7.1.7 Health and Safety Advice.
- 7.1.8 Urban Development, Landscape Architecture, Master planning & Development, Site Analysis, Relocation, Public Consultations, Option appraisal & Sustainability Consulting.
- 7.1.9 Site & Land Surveying investigations and reports.
- 7.1.10 Project and Programme management.
- 7.1.11 Site and Works Supervision & Construction management.
- 7.1.12 Technical author services, Business case development, Delivery and Contracting Strategies advisory services.
- 7.1.13 Commercial and Procurement Consultancy/management, in relation to sub-Works Contractors if necessary.
- 7.1.14 Project Auditing, Value Engineering, Risk Analysis, Whole Life Costing, Quality Management.
- 7.1.15 Perform the role of Project Manager under an NEC contract / Clerk of Works.
- 7.1.16 Policy & Advisory Services (Advising on adjudications, arbitration, or litigation).
- 7.1.17 Project / Programme Controls & Change Management.
- 7.1.18 Risk & Quality Management.
- 7.1.19 Pre & Post-contract Cost Management and Final Account Settlement.
- 7.1.20 Claims Avoidance & Dispute Resolution advisory services.
- 7.1.21 Environmental engineering consultancy & due diligence.
- 7.1.22 Acoustic, Water, Land, Air, Vibration, Atmosphere, Ecology and Biodiversity Advisory Services.
- 7.1.23 Environmental & Social Impact Planning, protection & Monitoring.
- 7.1.24 Environmental Hazard / Risk Assessment & Mitigation planning.
- 7.1.25 Seismic, Surface, Marine, Topographical, Archaeological, Geotechnical, Contamination environmental Technical Services.
- 7.1.26 Flood surveying and Risk Assessment.

- 7.1.27 Sustainability, Carbon management, Energy Management / Efficiency services, Climate change Adaptation advisory services.
- 7.1.28 Environmental Assessments and Accreditation (BREEAM).
- 7.1.29 Project Common Data Environment Document Controller.
- 7.1.30 Programme manager.
- 7.2. These disciplines will be called off using a task order process and will be charged at a day rate rather than percentage fee, which will be listed in Schedule 3 of the Call Off Agreement on contract award.
- 7.3. Ensure all projects which meet BREEAM definitions meet the Excellent and Very Good requirements in line with the Government Buying Standards.
- 7.4. Provide and record supporting documentation and information for projects that have an impact on DWP's Greening Government Commitments (GGCs). Information should include provisional savings in kWh, tonnes CO₂ e and m³. Projects in scope should include but are not limited to the following:
 - 7.4.1 Changes to the mechanical and electrical elements of the building such as lighting, heating, building management system.
 - 7.4.2 Alteration or upgrade to the building fabric.
 - 7.4.3 Projects that fall under the BREEAM definitions.
 - 7.4.4 Conduct EPC (Energy Performance Certificate) assessments post the completion of projects that have an impact on M&E (Mechanical & Electrical) services and building fabric to support the Client in tracking the benefits associated with these types of projects.

8. ADMINISTRATION OF WORKS CONTRACTORS TASK ORDER PROCESS

- 8.1. As part of the Core service the Consultant will complete the following:
 - 8.1.1. Development of designs and Scope to relevant RIBA stage, as specified by the Client, for onward development by the Works Contractor.
 - 8.1.2. Technical advice to support the Client in the development and review of designs and Scope.
 - 8.1.3. Production of pre-tender estimates, in respect of an Information to Contractors Template (ITCs). Please refer to Annex 8 Instruction to Contractor & Works Taxi Rank Support, for an ITC template.
 - 8.1.4. Production of ITC packs for issue to the Works Taxi-Rank Contractors.
 - 8.1.5. Reviewing Task Order Proposals, in terms of Scope for the Works Contractors.
 - 8.1.6. Reviewing Task Order Proposals, in terms of price / cost consulting.

- 8.1.7. Production of pre-construction service agreements.
 - 8.1.8. Production of Task Orders (format is NEC4 Engineering & Construction Contract), into a state which can be directly issued out by the Client to the Works Contractors.
 - 8.1.9. Commercial advice to support the Client on Task Order terms. Including but not limited to aspects like liquidated and ascertained damages, liabilities, retentions, warranties, and associated commercial matters.
 - 8.1.10. Managing the performance of the Works Contractors, including but not limited to key performance indicators.
 - 8.1.11. Ensuring the Works Contractors submit health and safety reports.
 - 8.1.12. Management of Task Orders through fulfilment of the NEC4 *Project Manager* role on behalf of the Client. Refer to section 6.3.
 - 8.1.13. Cost Consultant to verify and challenge applications for payment. Refer to section 6.8.
 - 8.1.14. Use of CEMAR in relation to the project management and administration of Task Orders.
 - 8.1.15. Collaborating with the Client to improve processes in the management and operation of the Works Taxi-Rank.
- 8.2. The Client appoints the majority of Works Contractors through the Taxi Rank system rather than carrying out a full tender process for each individual Works project. The Consultant will be carrying out activities to manage the Works Contractors in accordance with the contractual arrangements defined in the Call Off Agreement.
- 8.3. The current Taxi Rank contract is due to expire in 2025. Consultants will need to adopt any change of processes to support any new Works Contractor arrangement, post taxi rank. Any increased activity to support a new process (compared to the work being undertaken to support the taxi rank arrangement) will need to be identified by the Consultant to allow any reasonable uplift in the percentage fees table.

9. BIM TIERS

- 9.1. The Client is currently piloting the level of detail required for BIM across three different levels of detail. Consultants will be able to provide projects at the levels specified and support the Client in implementation of BIM standards across the estate.
- 9.2. The selection of BIM Tier will consider the scale and complexity of the asset, the scale and complexity of the works, the scale and complexity of the delivery team appointed and the strategic importance of the estate asset. The Client will select the BIM Tier.
- 9.3. The full BIM requirement can be found within the BIM Protocol in Annex 9 (BIM Protocol).

10. SAMPLE CHECKING, BENCHMARKING & AUDIT OF OTHERS

- 10.1. The Consultant may be asked, as part of an ad hoc service, to sample check the quality and accuracy work of other suppliers on the Client's contracts, including the Consultants on the Lifecycle and Capex contracts.
- 10.2. Sample checking is expected to focus on the cost management elements of professional services work in reviewing and agreeing Works Contractor proposed cost schedules. However, where it may be suitable, Consultants may be expected to support a review of other areas of work.
- 10.3. Where the Client (or other central government bodies) has contracts of a similar nature, it may conduct some benchmarking of rates, resourcing or aspects of consultant performance (for example, average timeframes to produce designs, response times to questions, etc). The Consultant is expected to support any benchmarking activity where it may take place.
- 10.4. Consultants will work with the Client to ensure that information is made available and agree appropriate boundaries to protect areas of commercial sensitivity.

11. CONTRACT INFORMATION

- 11.1. It is intended that the successful bidder from this procurement exercise (the Consultant) will be appointed early 2024 to allow for mobilisation period before the expected go-live date on 1 April 2024.
- 11.2. The Call Off Agreement will be for 4 years with the option to extend up to two 1-year extension periods. The maximum possible contract term is therefore 6 years.
- 11.3. The Consultant acknowledges and agrees that no guarantee is given by the Client in respect of volumes projects for the duration of this Call Off Agreement, which is non-exclusive.
- 11.4. The exact profile of LCW/Recharge projects is currently unknown and will be confirmed throughout the life of the Call Off Agreement through use of a task order approach, incorporated into the Call Off Agreement. The Client is unable to provide an indicative pipeline of works modelled on previous years as this would not be an adequate reflection due to the changes and increase in scope, changes in ways of working and the variables at play when considering a contract of this length.
- 11.5. These variables include various government spending reviews and annual Departmental budget allocations covering multiple years. As these reviews and allocations have the potential to impact the funding available for the works, it is crucial for the consultant to maintain flexibility in their approach.
- 11.6. The Client recognizes that the lack of a confirmed or indicative pipeline of work needs to be considered by the Potential Consultant. To aid planning, it is our intention to share work forecasts as they become available with the successful Consultant during the lifetime of this Call Off Agreement.

11.7. Contract values have been based on several factors, including historic spend and more importantly building in flexibility to accommodate potential future programmes and schedules of work which are not fully known at this time for the full contract lifespan.

12.RESOURCE REQUIREMENTS

12.1. The Client is looking to appoint the Multi-Disciplinary Team (MDT) to collaborate with the Contractors on LCW/Recharge projects across the UK. This will include the exact requirements the required disciplines out in Annex 1: Schedule of Services.

12.2. These services will be called off using a task order by using a percentage fee for the core services and day rates for the non-core services. All rates should be lower or should not exceed the agreed contractual rates submitted under the terms applicable to CCS Framework RM6165.

12.3. It is up to the Potential Consultant (for non-Core) to determine the resource model by RIBA Stage by populating a DWP Resource Model (contained within Annex 6) with time, activities and resources and issuing to the Client for approval. However, the following functional roles/structure should be used to provide an indication of the roles the Client requires. These requirements are national.

12.4. The Client requires dedicated personnel for the functional roles for business continuity. Should there be any need for any personnel to be replaced, the replacement should be at least of the equivalent experience and skill level. The Client reserves the right to reject any proposed replacement personnel. There is no guarantee by the Client of any role being deployed or any works being allocated.

12.5. The Client intends for the Consultant to support all projects on which they are instructed through to project completion, with the exception that towards the end of the initial service period and towards the end of the extension period (if this option is exercised), the Consultant may be instructed to support projects until completion of RIBA Stage 4 when Consultants Proposals have been awarded, and all technical responses have been resolved to the satisfaction of the Client. The Consultant will be required to respond to any technical queries which may arise even where these follow the end of the initial service period or 1 year-month extension period. In this scenario, the Consultant will be required to provide an effective handover of projects (which have yet to start on site) to a replacement supplier. The Consultant will provide any assistance required by the Client to exit the contract and tender for any ongoing or future support or services free of charge.

13. ALLOCATION PROCESS

13.1. The Client only intends to appoint one Consultant to the LCW Works MDT. The Client will allocate work at an internal board to the Consultant. Any awarded work will be formalised by issuing a task order using CEMAR to the Consultant.

13.2. If the Consultant receives a RED score, the Client reserves the right to award LCW Works to alternative suppliers.

14. PERFORMANCE MANAGEMENT

- 14.1. Managing the performance of the Consultant is a critical aspect of achieving successful delivery of the Call Off Agreement. The Consultant shall deliver the Call Off Agreement and manage performance in line with the agreed Key Performance Indicator (KPI) model outlined in Appendix K and will be included in the Call Off Agreement.
- 14.2. The Client shall monitor and manage the Consultant to ensure the Consultant complies with the required contractual standards and fully discharges its obligations under its respective Call Off Agreement.
- 14.3. The Client shall manage the performance of the Consultant to ensure all Services, requirements and contractual obligations are fully delivered in accordance with the Contract. This shall include but not be limited to regularly reviewing performance and performance trends to proactively avoid performance issues occurring and or mitigate the effects of unsatisfactory outcomes.
- 14.4. The Consultant shall manage performance using their own internal performance management systems and processes which shall align with the Client's internal performance monitoring and auditing regimes as agreed within the service delivery plan at call off. The Clients' Performance Management System including recording and reporting platform may change during the term of the contract.
- 14.5. Every 3 months the Consultant is required to provide a report to the Client identifying any areas of critical failure, lessons learnt and opportunities for improvement within the supply chain and in the management and delivery of Professional Services including, but not limited to:
- New or potential improvements to the services including quality, responsiveness, procedures, benchmarking methods, performance mechanisms and Client support services.
 - New or potential improvements to the integration of the Professional Services with other services provided by the supply chain, which might result in efficiency, increased productivity, or a reduction of operational risk.
 - Changes in business processes and ways of working that would enable the Services to be delivered greater value for money and/or with greater benefits to the Client.
 - The Consultant shall ensure the information it provides to the Client is sufficient for the Client to decide whether any improvement should be implemented. The Consultant shall provide any further information that the Client requires.
- 14.6. If the Client wishes to incorporate any improvement identified by the Consultant, the Client shall send the Consultant a change request.
- 14.7. The Consultant is required to implement a robust quality management system that is consistent with BS EN ISO 9001 or any equivalent standard, assuring the Client that all I services are delivered consistently and in compliance with all relevant professional and legal standards.

15. SOCIAL VALUE

15.1. The Client requires the Consultant to deliver social value throughout the Call Off Agreement. The Consultant will be expected to run a workshop with the Client during the first 6 months of the Call Off Agreement to present innovative ideas and proposals in regard to delivering social value in line with the following themes from [The Social Value Model](#) published by the Government Commercial Function in December 2020:

- Tackling Economic Inequality.

15.2. Once proposals have been selected and agreed by the Client to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes. Please note that we do not require organisations to be subscribed to the National TOMS Framework.

15.3. The Social Value Model and associated guidance provides priority policy outcomes under each of the social value themes along with a menu of Model Award Criteria (MAC), model evaluation questions and award sub-criteria to evaluate the response along with a set of proposed reporting metrics. The below is the model award criteria which are required to be implemented throughout the life of the contract. The consultant may choose to incorporate some or all of the below MAC criteria.

15.4. Tackling economic inequality in the contract workforce by: (i) creating opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation (MAC 2.1); (ii) creating employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors (MAC 2.2); (iii) supporting educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications (MAC 2.3); (iv) creating a diverse supply chain to deliver the contract including new business and entrepreneurs, startups, SMEs, VCSEs and mutuals (MAC 3.1); (v) supporting the development of scalable and future-proofed new methods to modernise delivery and increase productivity (MAC 3.3); (vi) demonstrating collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the Call Off (MAC 3.4)

16. MANAGEMENT DATA

16.1. The Consultant shall also provide regular management data relating to these services as required by the Client. Management information required includes but is not limited to the following subject matter.

- The Consultant shall provide regular reports and information relating to these services as detailed in this Statement of Requirements and Scope or as required by the Client, detailed in Annex 1.
- The Consultant should use NEC administration software (CEMAR) to manage all task orders awarded through the Contract. DWP will provide access to this software free of charge for all personnel nominated by the Works Contractor within the life of the Contract. CEMAR then feeds into the PACE> system (EPMS) the consultant is required to align all reporting with the EPMS Playbook using PACE> system. Where

required information does not automatically feed into PACE> the Consultant will be responsible for ensuring information is kept up to date within PACE> for their appointed projects.

16.2. Please note these are the current administration systems but these could be subject to change during the lifespan of the Call Off Agreement.

16.3. CEMAR is a contract management solution, tailored expressly for our departmental requirements. CEMAR features below, but are not limited to the following:

- Facilitate Collaboration – the platform serves as a catalyst for fostering collaboration among projects teams.
- Mitigate Commercial Risks - the platform's various mechanisms act as a safeguard, substantially reducing commercial risks that can arise through the commercial lifecycle.
- Streamline the Management of Complex Contracts – the platforms intuitive interface simplifies the tasks of managing complex projects, offering a user-friendly experience that enhances productivity and reducing admin burdens.
- User-friendly Dashboard – CEMAR provides a clear view of our contract spaces delivering insights that inform strategic decision-making.

16.4. PACE features below, but are not limited to the following:

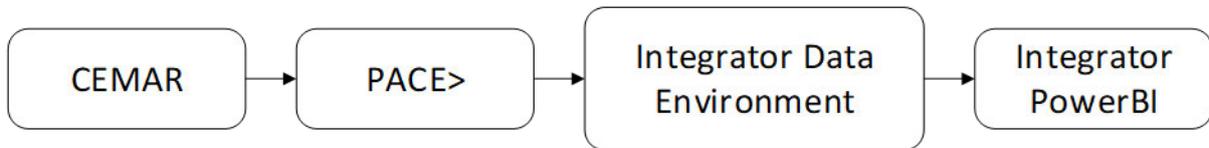
- Real time data will be available 24/7 by anyone (assuming read access)
- A single digital version of the truth
- Eliminates double handling of data.
- Removes the need for reporting cycles and time taken to write reports.
- Online platform provides data resilience.
- Removes the need to set up distribution lists.
- Enable cultural shift.

16.5. Management information required includes but is not limited to the following subject matter:

- Schedule/Programme
- Cost
- Change
- Risk
- Health & Safety
- Sustainability
- Design

16.6. The Estates Programme Management Service (EPMS) delivers a range of services to support DWP's delivery of Estates projects. Key services include providing expertise to the department to support strategy and policy development that delivers DWP objectives while working to industry standards. It also delivers a management information reporting system, project reviews and recommendation reports to identify efficiencies and

opportunities. It aims to improve the DWP project management data and improve the delivery of projects through utilisation of best practice.



- 16.7. The Consultant is required to report upon delivery of the Key Performance Indicators (KPI), to the timeframes specified within the Call Off Agreement, it should be noted that four (4) of these will be communicated to the Cabinet Office, including the Social Value KPI for further scrutiny. These can be found in Contract Schedule 9 of the Call Off Agreement.
- 16.8. The Consultant must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue and e-Invoicing. Consultants must be prepared to work with the Client to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.

17. ROLE PROFILES/ CORE COMPETENCIES

- 17.1. All personnel for the above positions must be highly competent, professionally qualified, appropriately graded and having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.
- 17.2. The Client requires that all Consultant staff employed, whether permanent or temporary, on the provision of the services are subject to the requirements of the Copies of the current HM Government Baseline Personnel Security Standard can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS (Baseline Personnel Security Standard) checks at no additional charge.
- 17.3. All personnel will need to comply with the Security/Clients Minimum Security Requirements, defined in Contract Schedule 7 of the Call Off Agreement. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.
- 17.4. The Consultant is responsible for its own compliance with all relevant Valued Added Tax (VAT) legislation and guidance. Please note that under section 6 para (e) the VAT (Section 55A) (Specified Services and Excepted Supplies) Order 2019, the “reverse charge” of VAT under section 55A of the Value Added Tax Act 1994 (“VATA”) does not cover the supply of “the professional work of architects or surveyors, or of consultants in building, engineering, interior or exterior decoration or in the laying-out of landscape” (except where part of the single supply of construction work).

18. WORKING TOGETHER

- 18.1. The Consultant will be expected to work with the Client supply chain members as part of this Call Off Contract. Once the Consultant is appointed, the Call Off Agreement

mobilisation period will involve working closely with the Client and the supply chain members to ensure roles and responsibilities are defined and understood. This mobilisation period will involve several workshops which are likely to be held virtually using MS Teams. The Consultant will attend these meetings or any which occur on site on an inclusive basis, free of charge, as these will define standard ways of working across all projects. The following workshops are anticipated:

- DWP design standards.
- Payment processes.
- Fee management.
- Roles and responsibilities.
- DWP Playbook.
- Assurance.
- Agreement on reporting and communications.
- Reporting & systems.
- BIM/Asset Information Management.

18.2. The Consultant is required to demonstrate ownership, initiative, and drive in developing and managing the delivery process to ensure projects are safely delivered on time, to specified quality, and within budget. A diverse and united professional team – consisting of the successful bidders, members from the Client and the Works Contractors is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

18.3. The Client intends for the Consultant to support all projects on which they are instructed through to project completion including the relocation and divestment works associated with the vacated property.

18.4. Process of continuous improvement will underpin all team activity – learning, developing and refining processes for the ultimate benefit of the Client. Regular forums are to be established with the Client, the Consultant, and the Works Contractor to share knowledge, ideas, and best practice.

18.5. The Consultant is required to utilise DWP Standardised Forms found in Annex 6. These forms have been developed by the client to ensure consistency throughout the projects.

19. SUSTAINABILITY

19.1. All projects should be conducted in line with the Client's sustainability strategy, action plan, and its targets and commitments under the Greening Government Commitments.

19.2. In particular, the consultant shall ensure projects are delivered in a way that:

- Meets all statutory legislation regarding environmental compliance;
- Prevents pollution to the environment;
- Promotes resource and energy efficiency; and
- Manages waste in line with the waste hierarchy.

19.3. Specific details of the environmental and sustainability design requirements are contained within the Design Guide and must be adhered to in all cases.

19.4. The consultant shall engage with DWP's Estate Sustainability team early in the project design process to ensure all relevant sustainability considerations are being accounted for via the following mailbox [REDACTED]

20. MEETINGS

20.1. In addition to the meetings listed elsewhere in the Statement of Requirements and Scope, the Consultant will be required to attend the following meetings:

- Mobilisation meetings and workshops will be scheduled on contract appointment.

Table: Programme Level Meetings

Meeting	Frequency	Detail
Programme Meeting	Weekly (approx. 30 Mins)	Attendees include Consultant Account Manager and key/regional leads, with individual DWP Workstream Leads & their PM's. to review progress, risks /issues

Table: Project Level Meetings

Meeting	Frequency	Detail
Project Level Meeting	Weekly or biweekly - depends on progress, status, size & complexity of project.	To review progress, risks / issues for individual Projects, attendees include Client Programme Managers and Consultant Project Manager and key/regional leads, if required.
Regional Consultant Meeting	Bi-Weekly	To review all projects allocated within a region, led by DWP Programme manager, and attended by Consultant Project Managers to review progress, risks / issues. Frequency to be set by Client-Side PM, as likely to vary from project to project.
Key Account Meeting (KAM)	Quarterly	To strategically review the Consultants contracts with DWP and any other business including Projects, KPI performance, Risk Registers, Business Continuity Plans etc. Attended by Senior Management from both the Client and the Consultant.

21. PROJECT CLOSE OUT

- 21.1. The Consultant is required to coordinate handover activities in accordance with the requirements set out in Annex 1: Schedule of Service.
- 21.2. Works Contractors will be required to self-certify completion. Works Contractors are also responsible for snagging and meeting KPI criteria set out within their Contractor appointment however on complex projects the consultant may be asked to certify on completion but will be instructed by the client on the relevant projects.
- 21.3. Evidence in the form of photographic evidence and a check list of deliverables will be submitted to the Consultant by the contractor for review and sign-off. Where input is required from the DWP Programme manager to ensure sign-off, the DWP Programme manager will respond within two working days of a request being made in writing (which will include email) by the Consultant. An audit of selected tasks will be undertaken through liaison with site and DWP Regional Operations representatives.
- 21.4. The Consultant will participate in handover meetings throughout the Projects Lifecycle, culminating in physical attendance at completion, unless video conferencing is agreed with the Client. The Consultant will produce the minutes for these meetings and distribute them to all relevant stakeholders within five working days (in exceptional circumstances extensions will be agreed by the Clients Service Manager). There are aspirations to align this process with a Government Soft Landings approach, and any timeframe necessary to support the work with the Workplace FM Services appointed Supplier within the time frame of this contract..
- 21.5. The timeline to close out any minor outstanding actions and snags will be agreed and monitored. Contractors will submit their final accounts by task and site to the consultants who will share this with DWP Programme manager for verification, approval and sign-off. The Consultant will ensure all supporting evidence will be uploaded to Common Data Environments (and/or CAFM system) of the Client's choosing.

22. INFORMATION MANAGEMENT

- 22.1. To work to the UK BIM Framework (ISO19650 and other ISO applicable standards) the Consultant will need to:
- Adopt the information management processes as defined by the Client.
 - Adopt the information security protocols defined by the Client.
 - Manage project information and documentation in a digital format using a Common Data Environment.
 - Interface with appointed parties to receive, collate, verify, publish, and issue information in accordance with the Exchange Information Requirements.
 - Work with the Client to undertake a GSL approach to project handover.
 - Upon project completion deliver the gathered Asset information into any Asset Information Management Platform (and/or CAFM system) of the Clients choosing.



22.2. The Consultant will collate and verify information received from the Works Contractors (Operation & Maintenance Manuals, surveys, permits, designs, drawings, asset change forms etc.) and hold it within their document management system until the project is completed. Following project completion, the Consultant will hand over to the Client to store in SharePoint Client chosen common data environment following the process in ISO19650.

Appendix 1 - DWP Taxi Rank 2 overview

Table 1 - Estates Taxi Rank 2 Fit Out Contractors

<u>A-North</u> <u>B- South</u> <u>C-Scotland</u> <u>D-Wales</u>	Lot A (£0-£300k)				Lot B (£300k - £3m)				Lot C (£3m-£10m)			
	A	B	C	D	A	B	C	D	A	B	C	D
Region												
FES Support Services Limited	X	X	X		X	X	X					
Amey Defence Services Limited					X		X	X				
Logan Construction (South East) Limited						X						
Bowmer & Kirkland Limited											X	
F Parkinson Limited	X				X							
ISG Construction Limited									X	X	X	X
John Graham Construction Limited										X	X	
Kier Construction Limited									X		X	X
R Developments Limited	X				X							
Kier Services Limited					X	X						
Vinci Construction UK Limited										X		X
Morris & Spottiswood Limited	X		X		X		X					
Maxi Construction Limited							X					
Tilbury Douglas Construction Limited									X	X	X	X
Wates Construction Limited									X		X	X
Seddon Construction Ltd	X				X							
Speller Metcalfe Limited									X			
ETEC Contract Services Limited		X										
E.W. Beard Limited		X				X						
Clark Contracts Limited			X									
Mclaughlin & Harvey Limited									X	X	X	
Conamar Building Services Limited		X				X						

Taxi Rank Works Contractors have been appointed and allocated to geographic regions as shown in Figure 1. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31 July 2022, the Client procured Construction Services from the

CCS Framework RM6088: Construction Works and Associated Services and has contracted with suppliers until January 2026.

Figure 1: Estates Tax Rank Fit Out Contractor Region



23. ANNEXES

Annex 1 Schedule of Services

Core Service Discipline - Project Manager (Project Lead)

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client.	✓	✓	✓
1.2	In consultation with the Client, prepare the Schedule of Services for all suppliers to be appointed by the Client.	✓	✓	✓
1.3	Chair and drive regular meetings at a frequency to suit the project specifics, in order to progress Design and Pricing information, consult and liaise with the Lead Designer, Cost Manager and Principal Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Produce accurate minutes of all project meetings and record statements, decisions and actions. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead. Update the Client's information systems (Pace, CEMAR) with relevant actions, decisions and early warnings/risks.	✓	✓	✓
1.4	Consult and liaise with other Suppliers on the Project Team to ensure that the Services provided by the Consultant are fully coordinated with the services provided by those Suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.	✓	✓	✓
1.5	Where there is duplication between the Services provided by the Consultant and the services of another supplier(s), the Consultant shall resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall confirm the actions agreed in writing with the supplier(s) and copy to the Client.	✓	✓	✓
1.6	Manage, co-ordinate and participate in the operation of an Early Warning System.	✓	✓	✓



1.7	Organise workshops and exercises and manage contributions of other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Provide recommendations for Client approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓
1.8	Organise meetings with the Client, Project Lead, Lead Designer, other suppliers and the Works Contractor as necessary.	✓	✓	✓
1.9	In conjunction with the other suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.	✓	✓	✓
1.10	Assist with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.	✓	✓	✓
1.11	Establish and maintain project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.	✓	✓	✓
1.12	Manage the Change Control Procedures and monitor Design and Cost Information development against the Site Information, Project Information, Project Budget, Design Programme, Project Programme and the risk register. Ensure that any difficulties are rectified and the approved Project Budget and Project Programme are not adversely impacted.	✓	✓	✓
1.13	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.14	Check and authorise applications for payment from the Project Design Team; maintain a fee drawdown register	✓	✓	✓
1.15	Ensure the project is created in the Client's adopted reporting and MI platform (currently PACE) and take full responsibility for ensuring full compliance at all times with all reporting, governance and information/data entry requirements to ensure the project records are up-to-date at all times.	✓	✓	✓
1.16	Lead, plan, and manage the project to deliver the project outcomes within scope, budget, time, and quality expectations	✓	✓	✓
1.17	Develop and implement the project management strategy, including project plan, budget, risk management plan, communication plan, and stakeholder engagement plan	✓	✓	✓

1.18	Ensure project governance, quality control, and reporting mechanisms are established and maintained	✓	✓	✓
1.19	Ensure the project is managed in compliance with relevant project management standards, industry codes, and legislation	✓	✓	✓
1.20	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
1.21	Attend meetings with the Client, Project Lead, other suppliers and the Works Contractor as necessary.	✓	✓	✓
1.22	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
1.23	<p>To provide commercial advice to the Client in its management of Works Contractors. This shall include but is not limited to advice on:</p> <p>Compensation Events, Early Warning Notices, Retentions, Warranties, Delay damages, Assessment of proposed costs in relation to any of the above, And other associated matters.</p> <p>This shall also include co-ordination between members of the multi-disciplinary team.</p> <p>The Consultant shall provide advice within seven (7) days of request by the Client.</p> <p>Note that where the Consultant (or a partner organisation) is also the Works Contractor, an alternative supplier will be sought.</p>	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			
2.1	Discuss options with the Client for the assembly of the Project Team and assist the Client to assemble and appoint the Project Team	✓	✓	✓
2.2	Collate comments and facilitate workshops to discuss the Business Case and to develop the Strategic Brief for the Project.	✓	✓	✓
2.30	Review findings from post project evaluations from relevant projects and lead and manage the Sustainability Checkpoint to inform the approach to the Strategic Definition for the Project.	✓	✓	✓
2.4	Establish the Project Brief, the Initial Project Budget and the Project Programme.	✓	✓	✓
2.50	Draft the Project Execution Plan and submit for approval by the Client.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation and Brief			

3.10	Develop the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Client Business Case, Project Budget and Project Programme and all other parameters, risks and/or constraints.	✓	✓	✓
3.2	Review Site Information and Project Information and collate comments from and facilitate workshops to develop the Initial Project Brief for approval by the Client.	✓	✓	✓
3.3	In consultation with the Project Team and the Client, agree the procurement route and the form of Building Contract.	✓	✓	✓
3.4	Prepare the Project Roles Table and Contractual Tree and continue to assist the Client to assemble and appoint the Project Team.	✓	✓	✓
3.5	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer.	✓	✓	✓
3.6	Prepare option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: - Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing materials, foundations, temporary structures etc: - Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Foul and surface water drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths	✓	✓	✓
3.7	Prepare the Feasibility Study for the Client preferred option(s).	✓	✓	✓
3.8	Review and update the Project Budget and Project Programme.	✓	✓	✓
3.9	Prepare the Handover Strategy, commence Risk Assessments in preparation for the Concept Design stage, lead and manage the Sustainability Checkpoint, and develop the Project Execution Plan.	✓	✓	✓
3.1	Monitor and review progress and performance of the Project Team.	✓	✓	✓
3.11	Select one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Client and the Project Team.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			



4.1	Monitor preparation and progress of the Concept Design and preliminary Cost Information. Ensure all the foregoing are in accordance with the Initial Project Brief, Design Responsibility Matrix, Information Exchanges and the Design Programme. Prepare Project Strategies. Work with the Technical Advisor to develop and manage a suitable RFI regime and ensure responses are received in a timely manner.	✓	✓	✓
4.2	Review Site Information, Project Information and collate and agree changes to the Initial Project Brief with the client and prepare and issue the Final Project Brief.	✓	✓	✓
4.3	Prepare the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓
4.4	Prepare the Maintenance and Operational Strategy.	✓	✓	✓
4.5	Review and develop the Handover Strategy and Risk Assessments.	✓	✓	✓
4.6	Prepare the initial Construction Strategy and the Health and Safety Strategy.	✓	✓	✓
4.7	Develop and update the Project Execution Plan and the Project Budget	✓	✓	✓
4.8	Develop and update the Project Programme and the Project Budget for inclusion in the Stage 2 Design Report.	✓	✓	✓
4.9	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the preliminary Cost Information, prepared by the Cost Manager.	✓	✓	✓
4.10	Select and prepare a list of tenderers with the Client.		✓	
4.11	Collate information from the Project Team and assemble the Client's Requirements.		✓	
4.12	Collate and issue the tender documentation (or documents) to Works Contractors).		✓	
4.13	Lead the assessment of the Stage 1 tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Consultant shall lead the evaluation and review of the programmes and method statements.		✓	
4.14	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).		✓	

4.15	Verify that the Works Contractor has all required insurances, collateral warranties, bonds etc in place.		✓	
4.16	Monitor and review progress and performance of the Project Team.	✓	✓	✓
RIBA Stage 3 - Developed Design				
5.1	Review and comment on the preparation and progress of the Developed Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.	✓	✓	✓
5.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓
5.3	Prepare the Maintenance and Operational Strategy.	✓	✓	✓
5.4	Monitor the development of the Stage 3 Design development by the appointed Works Contractor and co-ordinate monitoring activities by all Design Disciplines. Ensure all Contractor RFI's are responded to in a timely manner and co-ordinate a Stage 3 Design Review to ensure the Contractor Design is developed in line with the brief and Design Standards requirements and formally report to the client		✓	
5.5	Review and update the Handover Strategy and Risk Assessments.	✓	✓	✓
5.6	Review and update the Construction Strategy and Health and Safety Strategy	✓		✓
5.7	Review and update the Project Execution Plan.	✓	✓	✓
5.8	Review and update the Project Programme and the Project Budget for inclusion in the Stage 3 Design Report.	✓	✓	✓
5.9	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.	✓	✓	✓
5.10	Manage the Change Control Procedures.	✓	✓	✓
5.11	Select and prepare a list of tenderers with the Client.	✓		
5.12	Collate information from the Project Team and assemble the Client's Requirements.	✓		
5.13	Collate and issue the tender documentation (or documents) to Works Contractors).	✓		

5.14	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Consultant shall lead the evaluation and review of the programmes and method statements.	✓		
5.15	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).	✓		
5.16	Verify that the Works Contractor has all required insurances, collateral warranties, bonds etc in place.	✓		
5.17	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.	✓		
5.18	Monitor and review the performance of the Project Team.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Review and comment on the preparation and progress of the Technical Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget and formally report to the Client.	✓	✓	✓
6.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓
6.3	Prepare the Maintenance and Operational Strategy.	✓	✓	✓
6.4	Review and update the Handover Strategy and Risk Assessments.	✓	✓	✓
6.5	Review and update the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓
6.6	Review and update the Project Execution Plan.	✓	✓	✓
6.7	Review and update the Project Programme and the Project Budget.	✓	✓	✓

6.8	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.	✓	✓	✓
6.9	Manage the Change Control Procedures.	✓	✓	✓
6.10	Select and prepare a list of tenderers with the Client.			✓
6.11	Collate information from the Project Team and assemble the Client's Requirements.			✓
6.12	Monitor the development of the Contractor's Proposals (CPs) by the appointed Works Contractor and co-ordinate monitoring activities by the Technical Advisor. Ensure all Contractor RFI's are responded to in a timely manner.	✓	✓	✓
6.13	Collate and issue the tender documentation (or documents) to Works Contractors).			✓
6.14	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.			✓
6.15	Agree the detailed content and assist with the finalisation of the contract documentation.	✓	✓	✓
6.16	Verify that the Works Contractor has all required insurances, collateral warranties, bonds etc in place.			✓
6.17	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.			✓
6.18	Monitor and review the performance of the Project Team.	✓	✓	✓
7.0	RIBA Stage 5 - Construction			

7.1	Manage the review of construction standards to verify conformance with the contract documentation, including Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓	✓	✓
7.2	Manage the review of the development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	✓	✓	✓
7.3	Visit site at regular intervals (minimum fortnightly) to monitor works progress, chair, record and minute progress meetings (ensuring the Contractor produces a formal progress report), provide a stage update on the Client's systems and support the Cost Consultant in the validation of Contractor AfPs.	✓	✓	✓
7.4	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.	✓	✓	✓
7.5	Review and update the Sustainability Strategy and lead the Sustainability Checkpoint.	✓	✓	✓
7.6	Manage the implementation of the Handover Strategy	✓	✓	✓
7.7	Review and update the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓
7.8	Review and update the Project Programme and the Project Budget.	✓	✓	✓
7.9	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓	✓	✓
7.10	Agree with the Lead Designer the Information Exchange, prepared by the Lead Designer.	✓	✓	✓
7.11	Manage the review of proposals for the testing, setting to operation and commissioning and the witnessing of all testing and commissioning and that all testing and commissioning records are present and accurate and reflect the required performance.	✓	✓	✓
7.12	Prepare a planned maintenance programme for the project, post handover, and provide recommendations for the procurement of the planned maintenance.	✓	✓	✓
7.13	Monitor and review the performance of the Project Team.	✓	✓	✓
7a.1	In collaboration with the other suppliers, assess any compensation events/ financial claims/ applications for extension of the completion date and the effects on the programme of any proposed variations, and monitor the cost and programme effects of any variations for which instructions are issued to the Contractor.	✓	✓	✓
7a.2	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Client and the Contractor.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			

8.1	Manage the handover of the building in accordance with the Handover Strategy and manage and prepare the Sustainability Checkpoint.	✓	✓	✓
8.2	Work with the Technical Advisor to compile and issue the aggregated defects list.	✓	✓	✓
8.3	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.	✓	✓	✓
8.4	Manage the update of the Project Information.	✓	✓	✓
8.5	Manage the update of the As Constructed Information.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Manage the completion of the tasks in the Handover Strategy.	✓	✓	✓
9.2	Manage and prepare the Post Occupancy Evaluation	✓	✓	✓
9.3	Manage the update of As Constructed information in accordance with Client Feedback	✓	✓	✓
9.4	Manage the update of Project Information in response to ongoing Client Feedback	✓	✓	✓
9.5	Manage the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.6	Manage the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.7	Manage and prepare the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects	✓	✓	✓

Core Service Discipline 1 - Programme Manager

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Design, implement, and manage a programme management framework to ensure the delivery of a coordinated programme of works that achieves the programme objectives and aligns with the project vision	✓	✓	✓
1.2	Provide strategic leadership and direction to the project team to ensure effective programme planning, execution, monitoring, and reporting	✓	✓	✓
1.3	Develop and implement programme management tools and techniques, such as critical path analysis, risk management, and change control	✓	✓	✓
1.4	Ensure effective stakeholder engagement and communications to ensure alignment of programme objectives with stakeholder needs and expectations	✓	✓	✓

1.5	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
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Core Service Discipline - Technical Advisor

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client	✓	✓	✓
1.2	Attend regular meetings in order to progress Design, consult and liaise with the Lead Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake the required activities and take responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme.	✓	✓	✓
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Consultant are fully coordinated with the services provided by those suppliers.	✓	✓	✓
1.4	Where there is duplication between the Services provided by the Consultant and the services of another supplier(s), the Consultant shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall implement the actions the Project Lead confirms in writing.	✓	✓	✓
1.5	Participate in the operation of an Early Warning System.	✓	✓	✓
1.6	Co-operate at all times with the Principal Designer and provide Design Information and Risk Assessments.	✓	✓	✓
1.6	Attend meetings with the Client, Project Lead, other suppliers and the Contractor as necessary.	✓	✓	✓
1.7	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Provide recommendations to the Client.	✓	✓	✓
1.8	Participate in the Change Control Procedure and monitor Design and Cost Information development against the Project Budget, Design Programme and Project Programme.	✓	✓	✓

1.9	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.9	In conjunction with the other suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, assist the Project Lead to make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Assist the Project Lead to arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.	✓	✓	✓
1.10	Assist the Project Lead with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.	✓	✓	✓
1.11	Participate in the Change Control Procedures and monitor Design development against the Site Information, Project Information, Project Budget, Design Programme and Project Programme.	✓	✓	✓
1.12	Comply with the Information Exchange requirements.	✓	✓	✓
1.13	Liaise with specialist suppliers as necessary.	✓	✓	✓
1.14	Provide fire engineering design and value engineering services for all construction projects to ensure that fire protection and the structural design incorporates to BS7974 standards where Works may affect aspects of fire protection.			
1.15	Ensure fire engineering outcomes and processes are updated to reflect changes in legislation, standards or recommended practice.			
1.16	Carry out Site visits as necessary and create retrospective fire strategies where needed.			
1.17	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.18	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
1.19	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			

2.1	Review and comment on the Business Case, other core project requirements and the Strategic Brief and provide recommendations to the Client.	✓	✓	✓
2.2	Provide recommendations to the the Client for the assembly of the Project Team.	✓	✓	✓
2.3	Review and comment on the findings from post project evaluations and the Sustainability Checkpoint that are being used to inform the approach to the Strategic Definition for the Project and provide recommendations to the Client.	✓	✓	✓
2.4	Provide contributions on the Project Brief, the Initial Project Budget and the Project Programme and provide recommendations to the Client.	✓	✓	✓
2.5	Review and comment on the Project Execution Plan and provide recommendations to the Client.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation & Brief			
3.1	Review and comment on the development of the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Project Budget and Project Programme and all other parameters, risks and/or constraints and provide recommendations to the Client.	✓	✓	✓
3.2	Provide recommendations to the Client for the assembly of the Project Team.	✓	✓	✓
3.3	Review Site Information and Project Information and provide comments and attend workshops, as required, to assist the development of the Initial Project Brief, and provide recommendation to the Client.	✓	✓	✓
3.4	Review and comment on the procurement route and standard form of Building Contract and provide recommendations to the Client.	✓	✓	✓
3.5	Review and comment on the Project Roles Table and Contractual Tree and provide recommendations to the Client.	✓	✓	✓
3.6	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief and provide recommendations to the Client.	✓	✓	✓



3.7	<p>Contribute to, review and comment on the preparation of option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address:</p> <ul style="list-style-type: none"> - Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing materials, foundations, temporary structures etc: - Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Foul and surface water drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths 	✓	✓	✓
3.8	Assist in the selection one or more specialists, where appropriate and legally compliant, to provide input, comment and review into option appraisals and/or the Feasibility Study in consultation with the Client and the Project Team.	✓	✓	✓
3.9	Review and comment on the Project Budget and Project Programme and provide recommendations to the Client.	✓	✓	✓
3.10	Review and comment on the Handover Strategy, risk assessments/early warnings, the Sustainability Check Point and the Project Execution Plan and provide recommendations to the Client.	✓	✓	✓
3.11	Provide comment to the Contracting Authority on the performance of the Project Team.	✓	✓	✓
3.12	Review proposals for the selection of one or more specialists, to provide input into option appraisals and/or the Feasibility Study and provide recommendations to the Client.	✓	✓	✓
3.13	Consult with planning authorities, building control authorities, fire authorities, environmental health authorities and public utility authorities to assess the availability and capacity of existing mechanical and electrical services and advise the Client on any infrastructure or upgrade of such services that are deemed inadequate.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			
4.1	Prepare the building services engineering Concept Design in accordance with the Initial Project Brief and Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of Project Strategies, including incorporating agreed changes.	✓	✓	✓
4.3	Assist the Lead Designer with preparation of the Design Programme.	✓	✓	✓
4.2	Review and comment on the Final Project Brief and provide recommendations to the Client.	✓	✓	✓

4.3	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Client.	✓	✓	✓
4.4	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Client.	✓	✓	✓
4.5	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Client	✓	✓	✓
4.6	Review and comment on the Project Execution Plan and provide recommendations to the Client.	✓	✓	✓
4.7	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Client.	✓	✓	✓
4.8	Comment on and review the Information Exchange, preliminary Cost Information, Project Strategies and Final Project Brief and provide recommendations to the Client.	✓	✓	✓
4.9	Review and comment on the performance of the Project Team and provide recommendations to the Client.	✓	✓	✓
4.10	Review proposals for the selection of one or more specialists, to provide input into the Concept Design and provide recommendation to the Client in consultation with the Client.	✓	✓	✓
4.11	Review, comment and provide recommendations to the Client on the selection methodology for the list of tenderers.		✓	
4.12	Review, comment and provide recommendations to the Client on the preparation of the tender documentation including the Client's Requirements.		✓	
4.14	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.		✓	
4.14	Review, comment and provide recommendations to the Client in respect of the contract documentation (for pre-construction activities).		✓	
4.2	Consult with planning authorities, building control authorities, fire authorities, environmental health authorities and public utility authorities, undertake third party consultations and any Research and Development as required.	✓	✓	✓
4.15	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓	✓	✓
5.0	RIBA Stage 3 - Developed Design			



5.1	Incorporate agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓	✓	✓
5.2	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Client.	✓	✓	✓
5.3	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Client.	✓	✓	✓
5.4	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Client	✓	✓	✓
5.5	Review and comment on the Project Execution Plan and provide recommendations to the Client.	✓	✓	✓
5.6	Review and comment on the Design programme, Project Programme and the Project Budget and provide recommendations to the Client.	✓	✓	✓
5.7	Review and comment on the Information Exchange and provide recommendations to the Client.	✓	✓	✓
5.9	Review and comment on the performance of the Project Team and provide recommendations to the Client.	✓	✓	✓
5.10	Review proposals for the selection of one or more specialists, to provide input into the Developed Design and make recommendation to the Client.	✓	✓	✓
5.11	Review, comment and provide recommendations to the Client on the selection methodology for the list of tenderers.	✓		
5.12	Review, comment and provide recommendations to the Client on the preparation of the tender documentation including the Client's Requirements.	✓		
5.14	Review, comment and contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓		
5.15	Review, comment and provide recommendations to the Client in respect of the contract documentation (for pre-construction activities).	✓		
5.16	Review, comment and provide recommendations to the Client arising from the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc (for pre-construction activities).	✓		
5.17	Consult with planning authorities, building control authorities, fire authorities, environmental health authorities and public utility authorities as required.	✓	✓	✓

5.18	Assist with the submission of the planning application to the appropriate planning authority.	✓	✓	✓
5.19	Undertake third party consultations as required.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Review, comment, prepare and incorporate changes for the preparation and progress of the Technical Design, Site Information, Project Information and Cost Information in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme and provide updates and recommendations to the Client.	✓	✓	✓
6.2	Assist with the submission of the Building Regulations application.	✓	✓	✓
6.3	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Client.	✓	✓	✓
6.4	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Client.	✓	✓	✓
6.5	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Client	✓	✓	✓
6.6	Review and comment on the Project Execution Plan and provide recommendations to the Client.	✓	✓	✓
6.7	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Client.	✓	✓	✓
6.8	Review and comment on the Information Exchange and provide recommendations to the Client.	✓	✓	✓
6.9	Review and comment on the performance of the Project Team and provide recommendations to the Client.	✓	✓	✓
6.10	Review proposals for the selection of one or more specialists, to provide input into the Technical Design and provide recommendations to the Client in consultation with the Client.	✓	✓	✓
6.11	Review, comment and provide recommendations to the Client on the selection methodology for the list of tenderers.			✓
6.12	Review, comment and provide recommendations to the Client on the preparation of the tender documentation including the Client's Requirements.			✓
6.13	Review, comment and provide recommendations in respect of the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.			✓

6.14	Review, comment and provide recommendations to the Client in respect of the contract documentation.	✓	✓	✓
6.15	Review, comment and provide recommendations to the Client arising from the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities).	✓	✓	✓
6.16	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓	✓	✓
6.17	Liaise with specialist suppliers as necessary.	✓	✓	✓
6.18	Undertake third party consultations as required.	✓	✓	✓
6.19	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓	✓	✓
7.0	RIBA Stage 5 - Construction			
7.1	Review standards of construction and the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme Information Exchanges and the Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓	✓	✓
7.2	Monitor and verify that agreed changes to the Design during Construction are implemented in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓	✓	✓
7.12	Review proposals for the testing, setting to operation and commissioning of all building engineering services plant and equipment etc. Witness all testing and commissioning and check that all testing and commissioning records are present and accurate and reflect the required performance. Identify to the Lead Designer incomplete and/or inaccurate information and/or testing and commissioning that evidences the required performance is not being achieved.	✓	✓	✓
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓	✓	✓
7.3	Review and comment on the Sustainability Strategy and the Sustainability Checkpoint and provide recommendations to the Client.	✓	✓	✓
7.4	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Client.	✓	✓	✓
7.5	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Client	✓	✓	✓
7.6	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Client.	✓	✓	✓

7.7	Review and comment on the Information Exchange and provide recommendations to the Client.	✓	✓	✓
7.8	Review and comment and monitor preparation and progress of the Project Information and the As Constructed Information and provide recommendations to the Client.	✓	✓	✓
7.9	Review and comment and monitor preparation and progress of the implementation of the Handover Strategy and provide recommendations to the Client.	✓	✓	✓
7.10	Review and comment on the planned maintenance programme and the recommendation on the procurement of the planned maintenance and make recommendations to the Client.	✓	✓	✓
7.11	Review and comment on the performance of the Project Team and provide recommendations to the Client.	✓	✓	✓
7.12	Review proposals for the selection of one or more specialists, to provide input into the Design during Construction and provide recommendations to the Client in consultation with the Client.	✓	✓	✓
7.13	Review, comment and provide recommendations to the Client arising from the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation.	✓	✓	✓
7.13	In consultation with the Client and the Project Team, contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	✓	✓	✓
7.14	Review and comment on the progress of the preparation of the 'As Constructed' Information and provide updates and recommendations to the Client.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	Review, comment and provide updates and recommendations to the Client in respect of the handover of the building in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
8.2	Confirm to the Lead Designer if the performance criteria for all elements of the building services design have been achieved and provide the Lead Designer with the defects list.	✓	✓	✓
8.3	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
8.4	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓	✓	✓
8.5	Review and comment on the progress of completion of tasks in accordance with the Handover Strategy and provide updates and recommendations to the Client.	✓	✓	✓

8.6	Review and comment on the update of the Project Information and provide updates and recommendations to the Client.	✓	✓	✓
8.7	Review and comment on the update of the 'As Constructed' Information and provide updates and recommendations to the Client.	✓	✓	✓
8.8	Monitor all handover activity, including testing and commissioning of the building services installations and/or building fabric elements where appropriate. Work with the Principal Contractor to ensure performance compliance with DWP Design Standards, the Clients Requirements and relevant legislation.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Review and comment on the completion of the tasks in the Handover Strategy and provide updates and recommendations to the Client.	✓	✓	✓
9.2	Review and comment on the Post Occupancy Evaluation and provide recommendations to the Client	✓	✓	✓
9.3	Review and comment on the update of 'As Constructed' information in accordance with Client feedback and provide updates and recommendations to the Client	✓	✓	✓
9.4	Review and comment on the update of the Project information in accordance with Client feedback and provide updates and recommendations to the Client	✓	✓	✓
9.5	Review and comment on the post completion defect rectification process in accordance with GSL requirements and provide updates and recommendations to the Client, including identifying all outstanding defects.	✓	✓	✓
9.6	Review and comment on the post completion monitoring process in accordance with GSL requirements and provide recommendations to the Client.	✓	✓	✓
9.7	Review and comment on the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects and provide recommendations to the Client.	✓	✓	✓

Core Service Discipline - Principal Designer

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Plan, Manage and Monitor Health and safety through the project to eliminate risk as far as reasonably practicable	✓	✓	✓
1.2	Provide H&S advice to the Client and the project such as appropriate	✓	✓	✓

1.3	Provide the Client and project team updates of any changes in H&S Legislation such that may impact on the project and the Clients liabilities.	✓	✓	✓
1.4	Ensure that all H&S information is provided to the right people at the right time.	✓	✓	✓
1.5	Assist the Client with the collation and distribution of all H&S information that may be required for inclusion on the PRE CONSTRUCTION INFORMATION.	✓	✓	✓
1.6	Ensure that the project team is aware of any Client H&S procedures and documentation that may be applicable to the project.	✓	✓	✓
1.7	Notify the HSE (F10) on behalf of the Client	✓	✓	✓
1.8	Ensure the Client is aware of their duties under the CONSTRUCTION DESIGN AND MANAGEMENT Regulations, and assist them with the compliance of those duties	✓	✓	✓
1.9	Bring to the attention of the Client, any significant breaches of H&S legislation	✓	✓	✓
1.10	Provide significant incident and near misses support to both the PRINCIPAL CONTRACTOR and the Client in the event of reportable Incident	✓	✓	✓
1.11	Ensure that all duty holders comply with their CONSTRUCTION DESIGN AND MANAGEMENT duties for the duration of their appointment.	✓	✓	✓
1.12	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
1.13	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			
2.1	PRINCIPAL DESIGNER to request SKILLS, KNOWLEDGE AND EXPERIENCE confirmation of appointed duty holders via email.	✓	✓	✓
2.2	Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT competence of those appointed. This may be evidenced via a framework agreement, or through the Clients appointment process to the framework.	✓	✓	✓
2.3	PRINCIPAL DESIGNER to initiate the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register and entering in evidence as required.	✓	✓	✓
2.4	PRINCIPAL DESIGNER to issue the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register at the completion of each RIBA Stage to the project team. (However, this is a live document that will be used at ongoing meetings to ensure hazards are managed and controlled as far as reasonably practicable.)	✓	✓	✓



2.5	PRINCIPAL DESIGNER to discuss (teams/email) project with Client Facility Management/Building Management and security team to further understand the existing hazards and life safety systems in place.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation & Brief			
3.1	PRINCIPAL DESIGNER to request PRE CONSTRUCTION INFORMATION and H&S File from DWP (Client) This will be by email	✓	✓	✓
3.2	Client to provide requested PRE CONSTRUCTION INFORMATION and H&S File to the PRINCIPAL DESIGNER.	✓	✓	✓
3.3	Client and PRINCIPAL DESIGNER to agree on the content and format of the H&S File for the project and is to be included in the PRE CONSTRUCTION INFORMATION as an appendix. This will identify the required information from; Designers Principal Contractor.	✓	✓	✓
3.4	Discuss, agree and document (with Client, Project Manager and the project team) the key handover documents required from all parties, including any commissioning/training etc to be provided by the PRINCIPAL CONTRACTOR at or prior to handover/Practical Completion	✓	✓	✓
3.5	PRINCIPAL DESIGNER to request H&S File information from the designers, as agreed with the Client. (email to include copy of the H&S File template)	✓	✓	✓
3.6	PRINCIPAL DESIGNER to develop draft PRE CONSTRUCTION INFORMATION and advise Design team of significant hazards that may impact on the design, and sequencing of the work.	✓	✓	✓
3.7	Obtain (from the Design Team) and review the initial Design Risk Assessments. Significant hazards to be included in the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register for discussion in DESIGN TEAM MEETING/PROGRESS MEETING.	✓	✓	✓
3.8	PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register and issue accordingly.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			

4.1	PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the project team (including Client and Contractor, if relevant) specifically to discuss the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance.	✓	✓	✓
4.2	PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register and issue accordingly.	✓	✓	✓
4.3	PRINCIPAL DESIGNER to compile the final version of the PRE CONSTRUCTION INFORMATION and issue to the PRINCIPAL CONTRACTOR via the Project Manager	✓	✓	✓
4.4	PRE CONSTRUCTION INFORMATION to include the following DWP documentation. DWP Handover Checklist DWP H&S File Template DWP Escalation Plan DWP Contractor Site Visit Rules	✓	✓	✓
4.5	Additional Reports/Documents to be included. CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register. Asbestos Register (If Available) Fire Strategy Fire Emergency Procedures Emergency Procedures Security Procedures	✓	✓	✓
5.0	RIBA Stage 3 - Developed Design			
5.1	Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT competence of those appointed. This may be evidenced via a framework agreement, or through the Clients appointment process to the framework. PRINCIPAL DESIGNER to assist the Client with the assessment of the Skills, Knowledge and experience of the PRINCIPAL CONTRACTOR Design team (if applicable)	✓	✓	✓
5.2	PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the team specifically to discuss the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance.	✓	✓	✓
5.3	PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register and issue accordingly.	✓	✓	✓
5.4	PRINCIPAL DESIGNER to request any DESIGN RISK ASSESSMENT from the PRINCIPAL CONTRACTOR design team where appropriate	✓	✓	✓
5.5	PRINCIPAL DESIGNER to bring the appointed PRINCIPAL CONTRACTOR up to date with the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register and how they are to contribute to it.	✓	✓	✓

5.6	<p>PRINCIPAL DESIGNER to discuss the H&S File template with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as</p> <ul style="list-style-type: none"> -As Built Drawings -Specifications -Operation & Maintenance Manuals -Commissioning Certificates -Safety Data Sheets 	✓	✓	✓
5.7	Principal Contractor to issue initial draft of their Construction Phase Plan (CPP) to the PRINCIPAL DESIGNER at the end of RIBA Stage 3 for initial review.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT competence of those appointed. This may be evidenced via a framework agreement, or through the Clients appointment process to the framework.	✓	✓	✓
6.2	PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the team specifically to discuss the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance. Following this meeting update the Compliance Register and issue accordingly.	✓	✓	✓
6.3	PRINCIPAL DESIGNER to request any DESIGN RISK ASSESSMENT from the PRINCIPAL CONTRACTOR design team where appropriate and include significant findings in the Compliance Register for further discussion and closing out.	✓	✓	✓
6.4	PRINCIPAL DESIGNER to bring the appointed PRINCIPAL CONTRACTOR up to date with the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register and how they are to contribute to it.	✓	✓	✓
6.5	<p>PRINCIPAL DESIGNER to discuss the H&S File template with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as</p> <ul style="list-style-type: none"> As Built Drawings Specifications Operation & Maintenance Manuals Commissioning Certificates Safety Data Sheets 	✓	✓	✓

6.6	PRINCIPAL DESIGNER to request final version of the CPP for formal review. (if this has not already been provided)	✓	✓	✓
6.7	PRINCIPAL DESIGNER to issue formal CPP review report to the Client (Project Manager) confirming that it is sufficiently developed to enable construction work to start	✓	✓	✓
6.8	PRINCIPAL DESIGNER to notify the HSE and issue a copy to the PRINCIPAL CONTRACTOR and the Project Manager. This is to be included with the CPP Review Report.	✓	✓	✓
6.9	PRINCIPAL DESIGNER to attend pre-start meeting(s)	✓	✓	✓
7.0	RIBA Stage 5 - Construction			
7.1	PRINCIPAL DESIGNER to discuss the ongoing collation/provision of H&S File information with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as - As Built Drawings - Specifications - Operation & Maintenance Manuals - Commissioning Certificates - Safety Data Sheets - And any other information agreed with the Client at RIBA Stage 1.	✓	✓	✓
7.2	PRINCIPAL DESIGNER to coordinate with the Project Manager on the closing out of all Handover information required by the Client.	✓	✓	✓
7.3	Schedule regular status updates of the Operation & Maintenance and H&S file information with the contractor.	✓	✓	✓
7.4	Monitor and update CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register at Design Team Meetings and CONSTRUCTION DESIGN AND MANAGEMENT Workshops - Record in CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register	✓	✓	✓
7.5	Liaise with and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase.	✓	✓	✓
7.6	Assist the Principal Contractor to prepare the construction phase plan by providing the Principal Contractor with all information the Principal Designer holds that is relevant to the construction phase plan including— (a) pre-construction information obtained from the Client; (b) any information obtained from designers under regulation 9(3)(b).	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	PRINCIPAL DESIGNER to issue the completed H&S File to the Client. This document will also include the residual risk register, formally the Compliance Register through the project.	✓	✓	✓
8.2	PRINCIPAL DESIGNER to coordinate with the Project Manager to ensure all handover information has been provided.	✓	✓	✓

9.0	RIBA Stage 7 - In-Use			
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation	✓	✓	✓
9.3	Contribute to the update of 'As Constructed' information in accordance with Client Feedback	✓	✓	✓
9.4	Contribute to the update of Project Information in response to ongoing Client Feedback	✓	✓	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.6	Contribute to the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.7	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects	✓	✓	✓

Note: The services set out above are designed to comply with the Principal Designer duties as set out in the Construction (Design & Management) Regulations 2015 and do not cover the same range or scope of activities described under the obsolete role of CDM Coordinator

Core Service Discipline - BIM Information Manager

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client.	✓	✓	✓
1.2	Attend regular meetings in respect of Design, consult and liaise with the Lead Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the BIM Information Manager.	✓	✓	✓
1.3	Monitor that Design is in accordance with the Technology Strategy. Review, develop and update the Technology Strategy.	✓	✓	✓



1.4	Establish rigorous procedures to monitor the production of Design information is in accordance with the Technology Strategy in order that any shortcomings and/or queries are immediately highlighted and rectified in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy, Design Programme and the Project Programme.	✓	✓	✓
1.5	Establish a Common Data Environment including processes and procedures to enable reliable information exchange between Project Team Members, the Client and other parties.	✓	✓	✓
1.6	Manage Common Data Environment processes and procedures, validate compliance with them and advise on non-compliance.	✓	✓	✓
1.7	Establish, agree and implement the information structure and maintenance standards for the Information Model.	✓	✓	✓
1.8	Receive information into the Information Model in compliance with agreed processes and procedures. Validate compliance with information requirements and advise on non-compliance.	✓	✓	✓
1.9	Maintain the Information Model to meet integrity and security standards in compliance with the Client's information requirements.	✓	✓	✓
1.10	Initiate, agree and implement the Project Information Plan and Asset Information Plan covering: - information structure across roles e.g. software platforms (all levels of supply chain) appropriate to meet the Client requirements and Project Team resources - responsibility for provision of information at each Stage - level of detail of information required for specific Project Outputs e.g. planning, procurement, FM procurement - the process for incorporating As Constructed, testing, validation and commissioning information to enable integration of information within the Project Team and co-ordination of information by the Lead Designer	✓	✓	✓
1.11	Agree the formats for Project Outputs	✓	✓	✓
1.12	Support the implementation of the Project BIM protocol and the Appendices	✓	✓	✓
1.13	Assist the Project Team Members to establish Information Exchange processes, including the definition and agreement of procedures for convening, chairing, attendance and responsibility for recording "Information Exchange process meetings"	✓	✓	✓
1.14	Establish and implement record keeping, archiving and audit trail for the Information Model	✓	✓	✓
1.15	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Consultant are fully coordinated with the services provided by those suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.	✓	✓	✓



1.16	Where there is duplication between the Services provided by the Consultant under the term and the services of another supplier(s), the Consultant shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall implement the actions the Project Lead confirms in writing.	✓	✓	✓
1.17	Participate in the operation of an Early Warning System.	✓	✓	✓
1.18	Co-operate at all times with the Principal Designer in respect of the provision of Risk Assessments.	✓	✓	✓
1.19	Attend meetings with the Client, Project Lead, other suppliers and the Contractor as necessary.	✓	✓	✓
1.20	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Client approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓
1.21	Comply with the project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.	✓	✓	✓
1.22	Participate in the Change Control Procedures.	✓	✓	✓
1.23	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.24	Develop and implement a BIM and digital information management strategy to facilitate the efficient and effective use of digital technologies throughout the project lifecycle	✓	✓	✓
1.25	Manage the BIM and digital information management processes, systems, and standards	✓	✓	✓
1.26	Ensure effective collaboration and communication across the project team using BIM and digital technologies	✓	✓	✓
1.27	Ensure that data is systematically collected, verified, and recorded to ensure traceability, transparency, and accountability	✓	✓	✓
1.28	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
1.29	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓

2.0	RIBA Stage 0 - Strategic Definition			
2.1	Review findings from post project evaluations from relevant projects to inform the approach to the Strategic Definition for the project.	✓	✓	✓
2.2	Provide contributions to the Project Lead to draft the Project Execution Plan.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation & Brief			
3.1	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓	✓	✓
3.2	Contribute to the development of the Project Roles Table and Contractual Tree by the Project Lead.	✓	✓	✓
3.3	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓	✓	✓
3.4	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
3.5	Continue to support the implementation of the Project BIM protocol and the update of the Appendices	✓	✓	✓
3.6	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
3.7	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			
4.1	Contribute to the review and update of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
4.2	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
4.3	Continue to support the implementation of the Project BIM protocol.	✓	✓	✓
4.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
4.5	Contribute to the selection of a list of tenderers.		✓	
4.6	Contribute to the preparation of the Client's Requirements.		✓	
4.7	Contribute to the preparation of the tender documentation		✓	
4.8	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.		✓	
4.9	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).		✓	

4.10	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
5.0	RIBA Stage 3 - Developed Design			
5.1	Contribute to the review and update of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
5.2	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
5.3	Continue to support the implementation of the Project BIM protocol.	✓	✓	✓
5.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
5.5	Contribute to the selection of a list of tenderers.	✓		
5.6	Contribute to the preparation of the Client's Requirements.	✓		
5.7	Contribute to the preparation of the tender documentation.	✓		
5.8	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓		
5.9	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓		
5.10	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.	✓		
5.11	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
6.2	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
6.3	Continue to support the implementation of the Project BIM protocol.	✓	✓	✓
6.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
6.5	Contribute to the selection of a list of tenderers.			✓
6.6	Contribute to the preparation of the Client's Requirements.			✓
6.7	Contribute to the preparation of the tender documentation			✓

6.8	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.			✓
6.9	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓	✓	✓
6.10	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.			✓
6.11	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
7.0	RIBA Stage 5 - Construction			
7.1	Contribute to the review and update of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
7.2	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
7.3	Continue to support the implementation of the Project BIM protocol.	✓	✓	✓
7.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
7.5	Contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	✓	✓	✓
7.6	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Client and the Contractor.	✓	✓	✓
7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
8.2	Continue to support the implementation of the Project BIM protocol.	✓	✓	✓
8.3	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation.	✓	✓	✓

9.3	Contribute to the update of As Constructed information in accordance with Client Feedback.	✓	✓	✓
9.4	Contribute to the update of Project Information in response to ongoing Client Feedback.	✓	✓	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.6	Manage the contribution in respect of design to the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.7	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects.	✓	✓	✓

Core Service Discipline - BIM Co-Ordinator

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client.	✓	✓	✓
1.2	Attend regular meetings in respect of Design, consult and liaise with the Lead Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the BIM Co-ordinator.	✓	✓	✓
1.3	Develop, implement and maintain the BIM Protocol for the project and establish and implement robust quality control and collaboration procedures to ensure that all models and datasets are accurate and that the level of information is fit for purpose..	✓	✓	✓
1.4	Establish rigorous procedures to monitor the production of Design information is in accordance with the BIM Protocol in order that any shortcomings and/or queries are immediately highlighted and rectified in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy, Design Programme and the Project Programme.	✓	✓	✓
1.5	Ensure that all stakeholders understand the BIM process and their role within it including BIM development, standards, data requirements etc.	✓	✓	✓
1.6	Identify, document and resolve clashes using clash detection software.	✓	✓	✓

1.7	Co-ordinate the data modelling and management process including liason with all Project Team Members and the Client.	✓	✓	✓
1.8	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Consultant are fully coordinated with the services provided by those suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.	✓	✓	✓
1.9	Where there is duplication between the Services provided by the Consultant under the term and the services of another supplier(s), the Consultant shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall implement the actions the Project Lead confirms in writing.	✓	✓	✓
1.10	Participate in the operation of an Early Warning System.	✓	✓	✓
1.11	Co-operate at all times with the Principal Designer in respect of the provision of Risk Assessments.	✓	✓	✓
1.12	Attend meetings with the Client, Project Lead, other suppliers and the Contractor as necessary.	✓	✓	✓
1.13	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Client approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓
1.14	Comply with the project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.	✓	✓	✓
1.15	Participate in the Change Control Procedures.	✓	✓	✓
1.16	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.17	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			
2.1	Provide contributions to the Project Lead to draft the Project Execution Plan.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation & Brief			

3.1	Contribute to the development of the Project Roles Table and Contractual Tree by the Project Lead.	✓	✓	✓
3.2	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓	✓	✓
3.3	Review and update the Project BIM Protocol and Appendices	✓	✓	✓
3.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
3.5	Monitor and review conformance of Project Outputs with the BIM Protocol and the quality control and collaboration procedures.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			
4.1	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
4.2	Review and update the Project BIM Protocol and Appendices	✓	✓	✓
4.4	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
4.5	Contribute to the selection of a list of tenderers.		✓	
4.6	Contribute to the preparation of the Client's Requirements.		✓	
4.7	Contribute to the preparation of the tender documentation		✓	
4.8	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.		✓	
4.9	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).		✓	
4.10	Monitor and review conformance of Project Outputs with the BIM Protocol and the quality control and collaboration procedures.	✓	✓	✓
5.0	RIBA Stage 3 - Developed Design			
5.1	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
5.2	Review and update the Project BIM Protocol and Appendices	✓	✓	✓
5.3	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
5.4	Contribute to the selection of a list of tenderers.	✓		
5.5	Contribute to the preparation of the Client's Requirements.	✓		
5.6	Contribute to the preparation of the tender documentation.	✓		

5.7	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓		
5.8	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓		
5.9	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.	✓		
5.10	Monitor and review conformance of Project Outputs with the BIM Protocol and the quality control and collaboration procedures.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
6.2	Review and update the Project BIM Protocol and Appendices	✓	✓	✓
6.3	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
6.4	Contribute to the selection of a list of tenderers.			✓
6.5	Contribute to the preparation of the Client's Requirements.			✓
6.6	Contribute to the preparation of the tender documentation			✓
6.7	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include leading the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.			✓
6.8	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓	✓	✓
6.9	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.	✓	✓	
6.10	Monitor and review conformance of Project Outputs with the BIM Protocol and the quality control and collaboration procedures.	✓	✓	✓
7.0	RIBA Stage 5 - Construction			

7.1	Contribute to the preparation of the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓	✓	✓
7.2	Review and update the Project BIM Protocol and Appendices	✓	✓	✓
7.3	Review and contribute to the update of the Project Execution Plan.	✓	✓	✓
7.4	Monitor and review conformance of Project Outputs with the BIM Protocol and the quality control and collaboration procedures.	✓	✓	✓
7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Client and the Contractor.	✓	✓	✓
7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	Assist Project Team Members to assemble information for Project Outputs	✓	✓	✓
8.2	Continue to support the implementation of the Project BIM protocol and update the Appendices	✓	✓	✓
8.3	Monitor and review conformance of Project Outputs with the Technology Strategy.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation.	✓	✓	✓
9.3	Contribute to the update of 'As Constructed' information in accordance with Client Feedback.	✓	✓	✓
9.4	Contribute to the update of Project Information in response to ongoing Client Feedback.	✓	✓	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.6	Manage the contribution in respect of design to the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.7	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects.	✓	✓	✓

Core Service Discipline - Contract Administrator

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client	✓	✓	✓

1.2	Establish and maintain contract administration procedures, hierarchy of responsibility and the Communication Strategy.	✓	✓	✓
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers.	✓	✓	✓
1.4	Where there is duplication between the Services provided by the Consultant under the term and the services of another supplier(s), the Consultant shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall implement the actions the Project Lead confirms in writing.	✓	✓	✓
1.5	Participate in the operation of an Early Warning System.	✓	✓	✓
1.6	Co-operate at all times with the Principal Designer in respect of the provision of information and Risk Assessments.	✓	✓	✓
1.7	Attend meetings with the Client, Project Lead, other suppliers and the Contractor as necessary.	✓	✓	✓
1.8	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Client approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓
1.9	Participate in the Change Control Procedures and monitor Design and Cost Information development against the Project Budget, Design Programme and Project Programme.	✓	✓	✓
1.10	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.11	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
1.12	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			
2.1	<i>Not Applicable</i>			

3.0	RIBA Stage 1 - Preparation & Brief			
3.1	<i>Not Applicable</i>			
4.0	RIBA Stage 2 - Concept Design			
4.1	Lead the agreement of the detailed content and finalise the contract documentation (for pre-construction activities).		✓	
5.0	RIBA Stage 3 - Developed Design			
5.1	Lead the agreement of the detailed content and finalise the contract documentation (for pre-construction activities).	✓		
6.0	RIBA Stage 4 - Technical Design			
6.1	Lead the agreement of the detailed content and finalise the contract documentation (for pre-construction activities).			✓
7.0	RIBA Stage 5 - Construction			
7.1	Administer the contract in accordance with the Building Contract.	✓	✓	✓
7.2	Manage the Change Control Procedures.	✓	✓	✓
7.3	Visit the site as appropriate to inspect the progress of the project and the quality of materials, goods, equipment and workmanship in consultation with the Project Team to ascertain compliance with the contract documentation, Design Programme, Construction Programme and Project Budget.	✓	✓	✓
7.4	Monitor and record the activities, labour levels, productivity, plant and equipment deployed and use thereof by the Contractor and its supply chain and the effect of any matters that are, or maybe, affecting the foregoing.	✓	✓	✓
7.5	Monitor the submission and approval of designs, specifications testing and commissioning by the Contractor and its supply chain.	✓	✓	✓
7.6	Co-ordinate, arrange and chair meetings on site, as may be necessary, with the Project Team to establish progress of the project and compliance of the project with the contract documentation and all relevant Programmes and Budgets.	✓	✓	✓
7.7	Provide monthly progress reports to the Client in respect of the above and provide early warning of any decisions by the Client which may be required in the following eight weeks.	✓	✓	✓
7.8	Provide opinion, instructions and certifications for the proper execution of the Project in accordance with the contract documentation.	✓	✓	✓
7.9	Check, agree and approve as appropriate the expenditure of provisional sums and the Contractor's applications for interim payment.	✓	✓	✓

7a.1	In collaboration with the other suppliers, assess any compensation events/ financial claims/ applications for extension of the completion date and the effects on the programme of any proposed variations, and monitor the cost and programme effects of any variations for which instructions are issued to the Contractor.	✓	✓	✓
7a.2	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Client and the Contractor.	✓	✓	✓
7a.3	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	At Practical Completion, co-ordinate handover and see that all appropriate commissioning inspections and tests are complete and contribute to the Sustainability Checkpoint.	✓	✓	✓
8.2	Organise, attend the site and record all matters relating to handover of the project, and each and any section and part thereof, in accordance with the Handover Strategy, in accordance with the Building Contract including:- - Arranging and co-ordinating pre-handover inspections by other suppliers and carrying out handover inspections and reporting to the parties to the building contract in writing as to defects requiring rectification before handover; - Carrying out further handover inspections as required and certifying to the Client in writing as soon as the project, and/or each and any section and part thereof, has reached completion and is ready for handover.	✓	✓	✓
8.3	Advise on the resolution of defects.	✓	✓	✓
8.4	Oversee the compilation of handover documentation in accordance with the Handover Strategy including 'As Constructed' Information.	✓	✓	✓
8.5	Issue the final statement, or equivalent, on conclusion of the agreement of the final account, or equivalent, and the rectification of all defects in accordance with the the Building Contract.	✓	✓	✓
8.6	Conclude administration of the Building Contract.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation	✓	✓	✓
9.3	Contribute to the update of 'As Constructed' information in accordance with Client Feedback	✓	✓	✓

9.4	Contribute to the update of Project Information in response to ongoing Client Feedback	✓	✓	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.6	Contribute to the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.7	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects	✓	✓	✓

Core Service Discipline - Cost Consultant

LifeCycle Works				
Ref	Scope of Services	Procurement Type		
		D&B (Single)	D&B (2 Stage)	Traditional
1.0	General Services			
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Client	✓	✓	✓
1.2	Attend regular meetings in order to progress the Cost Information, consult and liaise with the Project Lead in the preparation and development of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead.	✓	✓	✓
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers.	✓	✓	✓
1.4	Where there is duplication between the Services provided by the Consultant and the services of another supplier(s), the Consultant shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Consultant shall implement the actions the Project Lead confirms in writing.	✓	✓	✓
1.5	Participate in the operation of an Early Warning System.	✓	✓	✓
1.6	Co-operate at all times with the Principal Designer and provide information and Risk Assessments as required.	✓	✓	✓

1.7	Attend meetings with the Client, Project Lead, Lead Designer, other suppliers and the Contractor as necessary.	✓	✓	✓
1.8	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Client approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓
1.9	Participate in the Change Control Procedure and monitor development of the Cost Information against the Project Budget and Project Programme.	✓	✓	✓
1.10	Work closely with the Client, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓
1.11	Lead in the monthly cost forecasting cycle for all projects from the point at which they are approved for delivery through to final completion. Complete monthly cash-flow forecast returns in line with DWP monthly financial reporting cycles and using DWP templates, including any detail on DWP incurred costs (eg legal fees, planning fees).	✓	✓	✓
1.12	Where the DWP Taxi Rank contracts are used for the appointment of Works Contractors, the work relating to the creation, preparation, contribution or review of tender documents, tender submissions or contract documents will be replaced with work relating to equivalent documents within the DWP Taxi Rank process, and including engaging and negotiating with the appointed Works Contractor during the design, pricing, contracting and construction stages.	✓	✓	✓
1.13	Support the Project Control Gateway process, including where necessary, providing all necessary information, documentation and evidence to enable the appropriate PCG approvals or co-ordinating the post approvals process to move project on to the next stage.	✓	✓	✓
2.0	RIBA Stage 0 - Strategic Definition			
2.1	Provide comments to the Project Lead and attend workshops to discuss the Business Case and to develop the Strategic Brief for the project.	✓	✓	✓
2.2	Review findings from post project evaluations from relevant projects and contribute to the Sustainability Checkpoint to inform the approach to the Strategic Definition for the Project.	✓	✓	✓
2.3	Provide contributions to the Project Lead to establish the Project Brief, the Initial Project Budget and the Project Programme.	✓	✓	✓
2.4	Provide contributions to the Project Lead to draft the Project Execution Plan.	✓	✓	✓
3.0	RIBA Stage 1 - Preparation & Brief			



3.1	Lead and manage the contribution in respect of budgetary considerations to the development of the Initial Project Brief and prepare the Project Budget. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Project Budget and Project Programme and all other parameters, risks and/or constraints.	✓	✓	✓
3.2	Review Site Information and Project Information and provide comments and attend workshops, as required, to assist the development of the Initial Project Brief.	✓	✓	✓
3.3	Facilitate and chair a Procurement Workshop with the Project Lead and professional services suppliers to consider options and agree the most appropriate procurement route and contracting options.	✓	✓	✓
3.4	Provide comment for the development of the Project Roles Table and Contractual Tree by the Project Lead.	✓	✓	✓
3.5	Provide comment to the Project Lead and Lead Designer for the preparation of the Information Exchange and Technology Strategy for the Initial Project Brief.	✓	✓	✓
3.60	Lead and manage the Cost Information contribution to the preparation of option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: - Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing materials, foundations, temporary structures etc: - Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Foul and surface water drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths	✓	✓	✓
3.7	Lead and manage the Cost Information contribution to the preparation of the Feasibility Study for the Client preferred option(s), including the provision of a RIBA Stage 1 Cost Plan.	✓	✓	✓
3.8	Contribute to the update of the Project Programme. Lead and manage the update of the Project Budget.	✓	✓	✓
3.9	Contribute to the preparation of the Handover Strategy and Risk Assessments in preparation for Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓	✓	✓

3.10	Assist in the selection one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Client and the Project Team.	✓	✓	✓
4.0	RIBA Stage 2 - Concept Design			
4.1	Prepare the preliminary Cost Information.	✓	✓	✓
4.2	Update the preliminary Cost Information and the Project Budget for the agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchanges and contribute to the production of the Final Project Brief.	✓	✓	✓
4.3	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓	✓	✓
4.4	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓
4.5	Contribute to the Construction Strategy and the development of the Health and Safety Strategy.	✓	✓	✓
4.6	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓
4.7	Contribute to the review and update of the Project Programme.	✓	✓	✓
4.8	Comply with the Information Exchange requirements.	✓	✓	✓
4.9	Prepare an Pre Tender estimate of cost prior to inviting Tenders and advise on reasons for the estimate exceeding budget.		✓	
4.10	Contribute to the selection of a list of tenderers.		✓	
4.11	Contribute to the preparation of the Client's Requirements.		✓	
4.12	Contribute to the preparation of the tender documentation.		✓	
4.13	Contribute to the assessment of tenders and produce a report summarising the tender outcome with a clear recommendation on the viability of the bid(s). The assessment should include the review and evaluation of the alignment of all pricing and cash-flow information in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.		✓	
4.14	Lead in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).		✓	
4.15	Prepare a RIBA Stage 2 Cost Plan based on the Stage 2 Design and comment on any reasons for the estimate exceeding budget.	✓	✓	✓
5.0	RIBA Stage 3 - Developed Design			



5.1	Update the preliminary Cost Information and the Project Budget for the agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchanges and contribute to the production of the Final Project Brief.	✓	✓	✓
5.2	Contribute to the development of the Project Strategies.	✓	✓	✓
5.3	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
5.4	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓
5.5	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓
5.6	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓
5.7	Contribute to the review and update of the Design Programme and Project Programme.	✓	✓	✓
5.8	Comply with the Information Exchange requirements.	✓	✓	✓
5.9	Prepare an Pre Tender estimate of cost prior to inviting Tenders and advise on reasons for the estimate exceeding budget.	✓		
5.10	Contribute to the selection of a list of tenderers.	✓		
5.11	Contribute to the preparation of the Client's Requirements.	✓		
5.12	Contribute to the preparation of the tender documentation	✓		
5.13	Contribute to the assessment of tenders and produce a report summarising the tender outcome with a clear recommendation on the viability of the bid(s). The assessment should include the review and evaluation of the alignment of all pricing and cash-flow information in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.	✓		
5.14	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓		
5.15	Lead the assessment of the submission from the selected contractor of pricing information and cash-flows, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓	

5.16	Prepare a RIBA Stage 3 Cost Plan based on the Stage 3 Design and comment on any reasons for the estimate exceeding budget.	✓	✓	✓
6.0	RIBA Stage 4 - Technical Design			
6.1	Update the Cost Information and the Project Budget for the agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchanges and contribute to the production of the Final Project Brief.	✓	✓	✓
6.2	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
6.3	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓
6.4	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓	✓	✓
6.5	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓
6.6	Contribute to the review and update of the Design Programme and Project Programme.	✓	✓	✓
6.7	Comply with the Information Exchange requirements.	✓	✓	✓
6.8	Prepare an Pre Tender estimate of cost prior to inviting Tenders and advise on reasons for the estimate exceeding budget.			✓
6.9	Contribute to the selection of a list of tenderers.			✓
6.10	Contribute to the preparation of the Client's Requirements.			✓
6.11	Contribute to the preparation of the tender documentation			✓
6.12	Contribute to the assessment of tenders and produce a report summarising the tender outcome with a clear recommendation on the viability of the bid(s). The assessment should include the review and evaluation of the alignment of all pricing and cash-flow information in each of the Contractor's Proposals with the Client's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.			✓
6.13	Monitor the development of the Contractor's Proposals (CPs) by the appointed Contractor and advise on any areas of cost risk.	✓	✓	✓
6.14	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓	✓	✓

6.15	Lead the assessment of the submission from the selected tenderer of pricing information and cash-flows, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓	✓
7.0	RIBA Stage 5 - Construction			
7.1	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓	✓	✓
7.2	Attend regular progress meetings with the Contractor and other members of the Project Team and provide ongoing advice on the overall cost of the project in relation to the Project Budget and recommend any corrective action that may be necessary. Undertake valuations of the works in accordance with the provisions of the Building Contract and provide cashflow updates to the Project Lead and the Client.	✓	✓	✓
7.3	In consultation with the Client and the Project Team, ensure that rigorous cost control is undertaken in accordance with Change Control Procedures and provide estimates of cost in connection changes arising from CEs, PMIs or client changes and negotiate the costs of approved changes with the Contractor.	✓	✓	✓
7.4	Visit the site at such intervals as are necessary in order to be fully aware of all matters which could affect the cost of the project and to capture information that will be required for the validation of Applications for Payment	✓	✓	✓
7.5	Produce financial statements at monthly intervals, or at such other intervals as shall be agreed with the Client that demonstrate the current financial position of the project and a forecast of the cost at completion and submit to the Project Lead and the Client.	✓	✓	✓
7.6	Contribute to the review and update of the Project Programme.	✓	✓	✓
7.7	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
7.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓
7.9	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓	✓	✓
7.10	Contribute to the implementation of the Handover Strategy	✓	✓	✓
7.11	Comply with the Information Exchange requirements.	✓	✓	✓
7.12	In consultation with the Client and the Project Team, contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	✓	✓	✓

7.13	Lead the assessment of the submission from the selected tenderer of pricing information and cash-flows, to ensure alignment with the contract documentation and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓	✓
7.14	Alert the the Project Lead, the Contract Administrator and the Client other members of the Project Team to the possibility of receiving claims from the Contractor. If such claims are submitted, advise the Project Lead and the Client.	✓	✓	✓
7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Client and the Contractor.	✓	✓	✓
7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations on the validity of any claims and the Client's options.	✓	✓	✓
8.0	RIBA Stage 6 - Handover & Close-Out			
8.1	Undertake tasks listed in Handover Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓
8.2	Agree the final account, or equivalent, in accordance with the Building Contract.	✓	✓	✓
8.3	Provide a detailed statement of final cost to the Client, Project Lead and Contract Administrator.	✓	✓	✓
8.5	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓	✓	✓
8.6	Contribute to the update of the Project Information.	✓	✓	✓
9.0	RIBA Stage 7 - In-Use			
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation	✓	✓	✓
9.3	Contribute to the update of Project Information in response to ongoing Client Feedback	✓	✓	✓
9.4	Contribute to the post completion defect rectification process in accordance with GSL requirements.	✓	✓	✓
9.5	Contribute to the post completion monitoring process in accordance with GSL requirements.	✓	✓	✓
9.6	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects	✓	✓	✓

Annex 2 Feasibility Report



Annex 3 Building Assessment Report



Annex 4 Not used

Schedule of Services (WIP Rev1 10.03.23)

Core Service Discipline 8 – Principal Designer

RIBA Stages 0-6



Crown
Commercial
Service

Ref	General Services			
1.0	Plan, Manage and Monitor Health and safety through the project to eliminate risk as far as reasonably practicable			
2.0	Provide H&S advice to the Client and the project such as appropriate			
3.0	Provide the Client and project team updates of any changes in H&S Legislation such that			



	may impact on the project and the Clients liabilities.			
4.0	Ensure that all H&S information is provided to the right people at the right time.			
5.0	Assist the Client with the collation and distribution of all H&S information that may be required for inclusion on the PRE CONSTRUCTION INFORMATION.			
6.0	Ensure that the project team is aware of any Client H&S procedures and documentation that may be applicable to the project.			
7.0	Notify the HSE (F10) on behalf of the Client			
8.0	Ensure the Client is aware of their duties under the CONSTRUCTION DESIGN AND MANAGEMENT Regulations, and assist them with the compliance of those duties			
9.0	Bring to the attention of the Client, any significant breaches of H&S legislation			



10.0	Provide significant incident and near misses support to both the PRINCIPAL CONTRACTOR and the Client in the event of reportable Incident			
11.0	Ensure that all duty holders comply with their CONSTRUCTION DESIGN AND MANAGEMENT duties for the duration of their appointment.			
RIBA Stage	Duty Holder and Key Responsibilities Applicable 2015 CONSTRUCTION DESIGN AND MANAGEMENT Regulation	Primary CONSTRUCTION DESIGN AND MANAGEMENT Duties	CONSTRUCTION DESIGN AND MANAGEMENT Deliverables/Evidence	Additional Considerations
RIBA 0	0 - Strategic Definition Client. Regulation 4 (1) (4) A client must provide pre-construction information as soon as is practicable to every designer and	Reg 8.1.6 Ensure that those appointed have the required skills, knowledge, and experience to fulfil their roles.	PRINCIPAL DESIGNER to request SKILLS, KNOWLEDGE AND EXPERIENCE confirmation of appointed duty holders via email. Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT competence of those appointed. This may be evidenced via a	Client to consider Maintenance aspirations (Windows etc) These could be included in the Employer's Requirement's and contracts of the Designers if they have not been appointed. This will provide clear instruction for all parties on what the Client needs/desires for their building. A meeting with the Client maintenance



	<p>contractor appointed, or being considered for appointment, to the project.</p> <p>General duties. Regulation 8 (1) (6)</p>		<p>framework agreement, or through the Clients appointment process to the framework.</p> <p>PRINCIPAL DESIGNER to discuss (teams/email) project with Client Facility Management/Building Management and security team to further understand the existing hazards and life safety systems in place.</p> <p>PRINCIPAL DESIGNER to initiate the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register and entering in evidence as required.</p> <p>PRINCIPAL DESIGNER to issue the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register at the completion of each RIBA Stage to the project team. (However, this is a live document that will be used at ongoing meetings to ensure hazards are managed and controlled as far as reasonably practicable.)</p>	<p>team at this point is recommended to establish the key hazards they face regularly when maintaining the buildings.</p>
<p>RIBA 1</p>	<p>1 - Preparation and Brief Client. Regulation 4 (1) (4)</p> <p>General duties. Regulation 8 (1) (6)</p> <p>Designers.</p>	<p>Using the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register 11 (1) - Provide advice to the Client to ensure they have suitable management arrangements in place to ensure that construction work can be carried out so far as reasonably practicable without risks to H&S of any person affected by the project.</p>	<p>PRINCIPAL DESIGNER to request PRE CONSTRUCTION INFORMATION and H&S File from DWP (Client) This will be by email</p> <p>Client to provide requested PRE CONSTRUCTION INFORMATION and H&S File to the PRINCIPAL DESIGNER.</p>	



	<p>Regulation 9 (2) (3) (4)</p> <p>Principal Designer.</p> <p>Regulation 11 (1) (2) (5) (6)</p>	<p>11 (1) - Plan, manage, monitor, and coordinate H&S matters related to the pre-construction phase.</p> <p>11 (2) - Consider the 'General Principals of Prevention' and the content of any construction phase plan and H&S file.</p> <p>11 (3) - Identify and eliminate or control, so far as reasonably practicable foreseeable risks to the H&S of those.</p> <p style="padding-left: 40px;">Carrying out construction work.</p> <p style="padding-left: 40px;">Maintaining or cleaning the structure</p> <p style="padding-left: 40px;">Using the designed structure as a workplace.</p> <p>11 (4) - Ensure that all designers comply with their duties in Regulation 9 (Duties of Designers) CONSTRUCTION DESIGN AND MANAGEMENT 2015.</p> <p>11 (5) - Ensure that all duty holders coordinate H&S matters during the pre-construction phase.</p> <p>11 (6) -The principal designer must</p> <p>(a) Assist the client in the provision of the pre-construction information required by regulation 4 (4).</p> <p>(b) - So far as it is within the principal designer's control, provide pre-construction information, promptly and in a convenient form, to every designer and contractor appointed, or being considered for appointment, to the project.</p> <p>12 (5) - prepare a health and safety file appropriate to the characteristics of the project which must contain information relating to the project which is likely to be needed during any subsequent</p>	<p>Client and PRINCIPAL DESIGNER to agree on the content and format of the H&S File for the project and is to be included in the PRE CONSTRUCTION INFORMATION as an appendix.</p> <p>This will identify the required information from;</p> <p>Designers Principal Contractor.</p> <p>Client to discuss with Project Manager and the project team the key handover documents required from all parties, including any commissioning/training etc to be provided by the PRINCIPAL CONTRACTOR at or prior to handover/Practical Completion</p> <p>PRINCIPAL DESIGNER to request H&S File information from the designers, as agreed with the Client. (email to include copy of the H&S File template)</p> <p>PRINCIPAL DESIGNER to develop draft PRE CONSTRUCTION INFORMATION and advise Design team of significant hazards that may impact on the design, and sequencing of the work.</p> <p>Designers to provide initial Design Risk Assessments to the PRINCIPAL DESIGNER for review. Significant</p>	
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		<p>project to ensure the health and safety of any person.</p> <p>Existing H&S File or preferred H&S File & O&M's Template / Format to be request /agreed with the Client. Establish the format of the H&S File. Does the Client have a format, what do their maintenance teams use, web based, hard copy, electronic copies?</p> <p>H&S File Template / Clients Template to be included within PRE CONSTRUCTION INFORMATION / Tender Pack Appendices O&M Template / Clients Template to be included within PRE CONSTRUCTION INFORMATION / Tender Pack Appendices Establish / agree contents of the H&S File and document using HSF Checklist</p>	<p>hazards to be included in the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register for discussion in DESIGN TEAM MEETING/PROGRESS MEETING.</p> <p>PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register and issue accordingly.</p>	
RIBA 2	<p>2 - Concept Design</p> <p>Client. Regulation 4 (1) (4) (5)</p> <p>General duties. Regulation 8 (1) (3) (4) (5) (6)</p> <p>Designers. Regulation 9 (2) (3) (4)</p> <p>Principal Designer.</p>	<p>9 (3) - If it is not possible to eliminate these risks, the designer/s must, so far as is reasonably practicable— (a) take steps to reduce or, if that is not possible, control the risks through the subsequent design process; (b) provide information about those risks to the principal designer; and (c) ensure appropriate information is included in the health and safety file.</p> <p>9 (4) - A designer must take all reasonable steps to provide, with the design, sufficient information about the design, construction or maintenance of</p>	<p>PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the team specifically to discuss the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance.</p> <p>PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT</p>	



	<p>Regulation 11 (1) (2) (3) (4) (5) (6)</p>	<p>the structure, to adequately assist the client, other designers and contractors to comply with their duties under these Regulations.</p> <p>Request Design Risk Information from Designers Deliver CONSTRUCTION DESIGN AND MANAGEMENT Workshop/s as necessary, record outcomes within CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register Maintenance aspirations (Windows etc) These could be included in the Employer's Requirements' and contracts of the Designers if they have not been appointed. This will provide clear instruction for all parties on what the Client needs/desires for their building. A meeting with the Client maintenance team at this point is recommended to establish the key hazards they face regularly when maintaining the buildings. It is important to establish robust maintenance strategies BEFORE the planning application is made. It is a key duty of the designers to ensure that this is completed. This is more important if the Client intends to re-tender the next design stage so that the incoming design team has a clear understanding of the hazards.</p>	<p>Compliance register and issue accordingly.</p> <p>PRINCIPAL DESIGNER to compile the final version of the PRE CONSTRUCTION INFORMATION and issue to the PRINCIPAL CONTRACTOR via the Project Manager</p> <p>PRE CONSTRUCTION INFORMATION to Include the following DWP documentation. DWP Handover Checklist DWP H&S File Template DWP Escalation Plan DWP Contractor Site Visit Rules</p> <p>Additional Reports/Documents to be included. CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register. Asbestos Register (If Available) Fire Strategy Fire Emergency Procedures Emergency Procedures Security Procedures</p>	
<p>RIBA 3 From this point the</p>	<p>3 - Developed Design Client.</p>	<p>8 (1) - Ensure that designers Inc. PRINCIPAL CONTRACTOR have the skills,</p>	<p>Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT</p>	



<p>PRINCIPAL CONTRACTOR will continue with the design under the D&B Contract.</p>	<p>Regulation 4 (1) (4) Notification. Regulation 6 (1) (2) (3) (4) (5) General duties. Regulation 8 (1) (3) (4) (5) (6) Designers. Regulation 9 (2) (3) (4) Principal Designer. Regulation 11 (1) (2) (3) (4) (5) (6) Construction phase plan and health and safety file. Regulation 12 (10) Construction phase plan and health and safety file. Regulation 12 (5)</p>	<p>knowledge, and experience to fulfil their roles Issue Principal Contactor Competency Questionnaire - (Design & Build Contract, also issue CDM02.01) 11 (1) (2) (3) (4) (5) Monitor CONSTRUCTION DESIGN AND MANAGEMENT Risk Register at Design Team Meetings and CONSTRUCTION DESIGN AND MANAGEMENT Workshops Request Design Risk Information from Designers Deliver CONSTRUCTION DESIGN AND MANAGEMENT Workshop/s as necessary, record in CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register Complete / update and issue PRE CONSTRUCTION INFORMATION to the project team</p>	<p>competence of those appointed. This may be evidenced via a framework agreement, or through the Clients appointment process to the framework. PRINCIPAL DESIGNER to assist the Client with the assessment of the Skills, Knowledge and experience of the PRINCIPAL CONTRACTOR Design team (if applicable) PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the team specifically to discuss the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance. PRINCIPAL DESIGNER to attend DESIGN TEAM MEETINGS when applicable, record any significant changes to the CONSTRUCTION DESIGN AND MANAGEMENT Compliance register and issue accordingly. PRINCIPAL DESIGNER to request any DESIGN RISK ASSESSMENT from the PRINCIPAL CONTRACTOR design team where appropriate PRINCIPAL DESIGNER to bring the appointed PRINCIPAL CONTRACTOR up to date with the CONSTRUCTION</p>	
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			<p>DESIGN AND MANAGEMENT Compliance Register and how they are to contribute to it.</p> <p>PRINCIPAL DESIGNER to discuss the H&S File template with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as As Built Drawings Specifications Operation & Maintenance Manuals Commissioning Certificates Safety Data Sheets</p> <p>Principal Contractor to issue initial draft of their Construction Phase Plan (CPP) to the PRINCIPAL DESIGNER at the end of RIBA Stage 3 for initial review.</p>	
RIBA 4	<p>4 - Technical Design</p> <p>Client. Regulation 4 (1) (4) (5)</p> <p>Notification. Regulation 6 (2)</p> <p>General duties. Regulation 8 (1) (3) (4) (5) (6)</p>	<p>6 (2) - Ensure that the client notifies the HSE, in accordance with the schedule 1 of the CONSTRUCTION DESIGN AND MANAGEMENT 2015 Regulations, should the project exceed the notification thresholds. Issue F10 information request form to Project Manager &/or PRINCIPAL CONTRACTOR HSE Online Form - Develop/Review and issue F10 to Client and Principal Contractor</p>	<p>Client to provide evidence that an assessment of the CONSTRUCTION DESIGN AND MANAGEMENT competence of those appointed. This may be evidenced via a framework agreement, or through the Clients appointment process to the framework.</p> <p>PRINCIPAL DESIGNER to run a CONSTRUCTION DESIGN AND MANAGEMENT workshop with the team specifically to discuss the</p>	



	<p>Designers. Regulation 9 (2) (3) (4)</p> <p>Principal Designer. Regulation 11 (1) (2) (3) (4) (5) (6) (7)</p> <p>Construction phase plan and health and safety file. Regulation 12 (1) (2) (3) (4) (5)</p>	<p>8 (1) - Ensure that designers including PRINCIPAL CONTRACTOR have the skills, knowledge, and experience to fulfil their roles</p> <p>Issue Principal Contractor Competency Questionnaire - (if Design & Build Contract, also issue CDM02.01)</p> <p>9 (2) (3) (4) Request Design Risk Information from Designers</p> <p>11 (1) (2) (3) (4) (5) (7) Monitor CONSTRUCTION DESIGN AND MANAGEMENT Risk Register at Design Team Meetings and CONSTRUCTION DESIGN AND MANAGEMENT Workshops Deliver CONSTRUCTION DESIGN AND MANAGEMENT Workshop/s as necessary, record outcomes within CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, Issue CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register to PRINCIPAL CONTRACTOR and Designers Complete / update and issue PRE CONSTRUCTION INFORMATION to the project team</p> <p>12 (1) (3) (5) Request Construction Phase Plan from Principal Contractor Review Construction Phase Health & Safety Plan against checklist and issue Review Report</p>	<p>CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register, the Principles of Prevention, and CONSTRUCTION DESIGN AND MANAGEMENT Compliance. Following this meeting update the Compliance Register and issue accordingly.</p> <p>PRINCIPAL DESIGNER to request any DESIGN RISK ASSESSMENT from the PRINCIPAL CONTRACTOR design team where appropriate and include significant findings in the Compliance Register for further discussion and closing out.</p> <p>PRINCIPAL DESIGNER to bring the appointed PRINCIPAL CONTRACTOR up to date with the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register and how they are to contribute to it.</p> <p>PRINCIPAL DESIGNER to discuss the H&S File template with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as As Built Drawings Specifications Operation & Maintenance Manuals Commissioning Certificates Safety Data Sheets</p>	
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		<p>H&S File Template approved by the Client to be included within PRE CONSTRUCTION INFORMATION / Tender Pack Appendices</p> <p>Operation & Maintenance Template approved by the Client to be included within PRE CONSTRUCTION INFORMATION / Tender Pack Appendices</p> <p>Establish / agree contents of the H&S File and document using HSF Checklist (review if completed during previous stage)</p>	<p>PRINCIPAL DESIGNER to request final version of the CPP for formal review. (if this has not already been provided)</p> <p>PRINCIPAL DESIGNER to issue formal CPP review report to the Client (Project Manager) confirming that it is sufficiently developed to enable construction work to start</p> <p>PRINCIPAL DESIGNER to notify the HSE and issue a copy to the PRINCIPAL CONTRACTOR and the Project Manager. This is to be included with the CPP Review Report.</p> <p>PRINCIPAL DESIGNER to attend pre-start meeting</p>	
RIBA 5	<p>5 - Construction</p> <p>Client. Regulation 4 (1) (4) (5)</p> <p>Notification. Regulation 6 (3)</p> <p>General duties. Regulation 8 (1) (3) (4) (5) (6)</p> <p>Designers. Regulation 9 (2) (3) (4)</p>	<p>6 (3) The notice must—</p> <p>(a) contain the particulars specified in Schedule 1;</p> <p>(b) be clearly displayed in the construction site office in a comprehensible form where it can be read by any worker engaged in the construction work; and</p> <p>(c) if necessary, be periodically updated.</p> <p>HSE Online Form - Review, update, and re-issue F10 to Client and Principal Contractor as necessary throughout the project</p>	<p>PRINCIPAL DESIGNER to discuss the ongoing collation/provision of H&S File information with the PRINCIPAL CONTRACTOR to ensure they are aware of the what, when and how with regards to the provision of the required information such as</p> <p>As Built Drawings Specifications Operation & Maintenance Manuals Commissioning Certificates Safety Data Sheets And any other information agreed with the Client at RIBA Stage 1.</p>	



RIBA 5	<p>Principal Designer. Regulation 11 (7) Construction phase plan and health and safety file. Regulation 12 (4) (5) (6) (7) (8) (9)</p> <p>Principal Contractor. Regulation 13 (1) (2) (3) (4) (5)</p>	<p>9 (2) (3) (4)</p> <p>Request Design Risk Information from Principal Contractor should they/their Sub-Contractors take on any design liability 11 (7) - The principal designer must liaise with the principal contractor for the duration of the principal designer's appointment and share with the principal contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase. Ensure that the Principal Contractor has put in adequate welfare facilities to comply with schedule 2 of CONSTRUCTION DESIGN AND MANAGEMENT 2015. Ensure that the health and safety management procedures and welfare facilities are maintained and reviewed during the project. Ensure that the Principal Contractor complies with their duties under Regulations 12, 13 and 14 of the CONSTRUCTION DESIGN AND MANAGEMENT 2015. Ensure that Principal Contractor continues to review, update, and revise their CPP during the Construction Phase. Issue PRINCIPAL CONTRACTOR's regular site Inspection Report request form and</p>	<p>PRINCIPAL DESIGNER to coordinate with the Project Manager on the closing out of all Handover information required by the Client.</p> <p>Schedule regular status updates of the Operation & Maintenance and H&S file information with the contractor</p> <p>Monitor and update CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register at Design Team Meetings and CONSTRUCTION DESIGN AND MANAGEMENT Workshops - Record in CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register</p>	
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		<p>file responses and follow up on actions required.</p> <p>Recording within the CONSTRUCTION DESIGN AND MANAGEMENT Compliance Register during progress meetings.</p> <p>12 (6) (7) - Ensure the Principal Contractor provides relevant health and safety file information to the Principal Designer for inclusion in the H&S file.</p> <p>Ensure that the Principal Contractor is collating information for the Health & Safety File, track using HSF Checklist / issue to PRINCIPAL CONTRACTOR and Client close to completion indicating outstanding information (if required).</p>		
RIBA 6	<p>6 - Handover and Close Out</p> <p>Client. Regulation 4 (1) (4) (5)</p> <p>Designers. Regulation 9 (4)</p> <p>Principal Designer. Regulation 11 (7)</p> <p>General duties. Regulation 8 (1) (4) (5) (6)</p> <p>Construction phase plan and health and safety file.</p>	<p>12 (10) - Pass the completed H&S File to the Client at the end of the project.</p>	<p>PRINCIPAL DESIGNER to issue the completed H&S File to the Client. This document will also include the residual risk register, formally the Compliance Register through the project.</p> <p>PRINCIPAL DESIGNER to coordinate with the Project Manager to ensure all handover information has been provided.</p>	

	Regulation 12 (10) Principal Contractor. Regulation 13 (1) (2) (3) (4) (5) 14			
RIBA 7	7 - In Use	N/A		



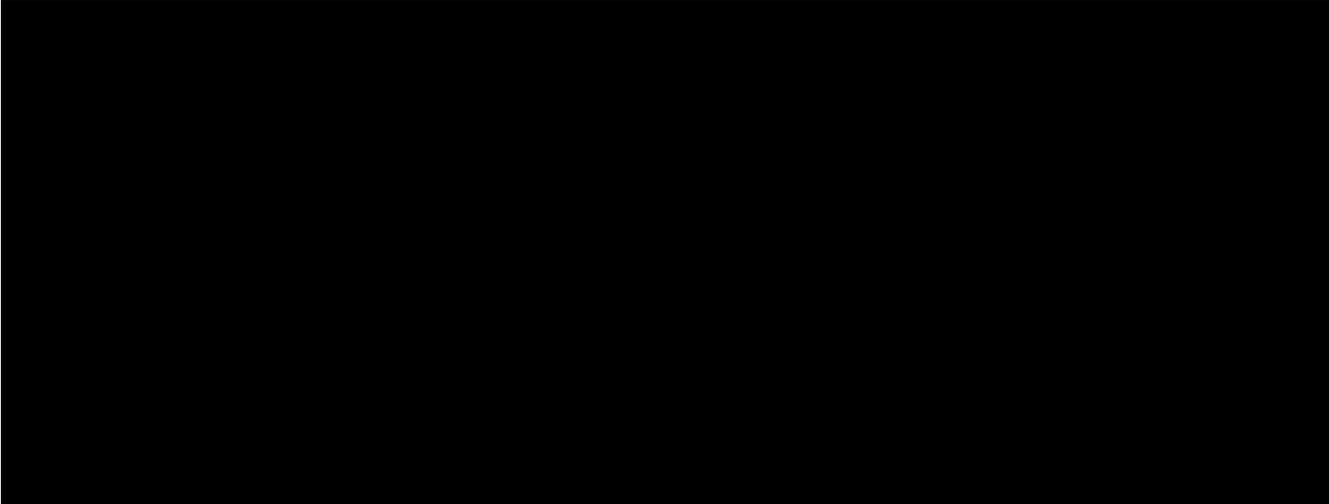
Annex 6 Standardised Forms



Annex 8 Instruction to Contractor & Works Taxi Rank Support



Annex 9 BIM protocol



Annex 10 Information Security Questionnaire (ISQ)

DWP has legal and regulatory obligations to verify that the suppliers we work with have a reasonable standard of security in place to protect Authority data and assets. DWP is committed to the protection of its information, assets and personnel and expects the same level of commitment from its suppliers (and sub-contractors if applicable). To protect the Department appropriately, DWP have recently reviewed its Security Supplier Assurance process and requirements and have made the applicable changes in line with industry good practice.

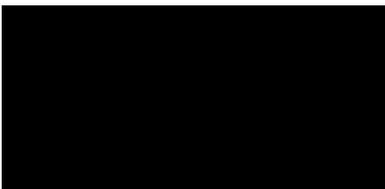
These changes include but are not limited to:

- Updated 'Security Schedule.'
- The completion of the 'Information Security Questionnaire' as part of the tender submission and annually thereafter.
- Compliance with the DWP's relevant policies and standards, found at gov.uk.
- Compliance to industry good practice such as 'ISO27001' and certification to 'Cyber Essentials'.

Full information about DWP's security safeguards and requirements can be found in the DWP Security Schedule at Contract Schedule 7.

The template below is for reference and will be completed by the preferred bidder. The Information Security Questionnaire (ISQ) allows DWP to assess the supplier's compliance with DWP Security Schedule, Policy, Standard and industry good practice.

Document to be completed and agreed with the Client:



CONTRACT SCHEDULE 2: CONSULTANT'S PROPOSAL



Department
for Work &
Pensions

APPENDIX E TENDER CERTIFICATE

MULTI-DISCIPLINARY PROFESSIONAL SERVICES TO SUPPORT DWP Capital Expenditure (CAPEX) Estates Projects

Jaggaer ITT Reference Number 25954

**Order Procedure under
Crown Commercial Services
RM6165 Construction Professional Services**

TENDER CERTIFICATE

We the undersigned, hereby Tender and offer to provide the Services which is more particularly referred to in the Invitation to Tender supplied to us for the purpose of Tendering for the provision of the Services and upon the terms thereof.

We certify that the information supplied is accurate to the best of our knowledge and I/we understand that false information could result in the exclusion of our Tender.

We understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will entitle the Client to cancel any contract currently in force and will result in our exclusion from the list of Potential Consultants invited to Tender and/or exclusion of our Tender.

We hereby certify that we have/will not canvassed any Director, employee, representative or adviser of the Client in connection with the proposed award of the Call Off Agreement by the Client and that no person employed by us or acting on our behalf, or advising us, has/will done any such act.

We confirm that save as expressly provided for, the Potential Consultant undertakes to keep confidential all information concerning this ITT and all other information concerning the business and affairs of the Client which the Potential Consultant has received or obtained in connection with this ITT, or in discussion relating to it.

We confirm that we accept the Call Off Agreement as issued with the ITT.

We undertake in the event of acceptance of our Tender to execute the Call Off Agreement within 10 business days of such acceptance (or otherwise as agreed with the Client).

We agree that the Client may disclose the Potential Consultant's information/documentation (submitted to the Client during this procurement) more widely within Government for the purpose of ensuring effective Cross-Government procurement processes, including value for money and related purposes.

Statement of non-canvassing.

We hereby certify that we have not canvassed any Minister, Director, employee, representative or adviser of the Client in connection with the proposed award of the Call Off Agreement by the Client, and that no person employed by us or acting on our behalf, or advising us, has done any such act.

We further hereby undertake that we will not canvass any Minister, Director, employee, representative or adviser of the Client in connection with the award of the Call Off Agreement and that no person employed by us or acting on my/our behalf, or advising us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Call Off Agreement is that the Client shall receive bona fide competitive Tenders from all Potential Consultants.

In recognition of this principle, we certify that this is a bona fide offer, intended to be competitive and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person.

we also certify that we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Client, the amount or approximate amount of our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender;
- (b) enter into any agreement or agreements with any other person that they shall refrain from Tendering or as to the amount of any offer submitted by them; or

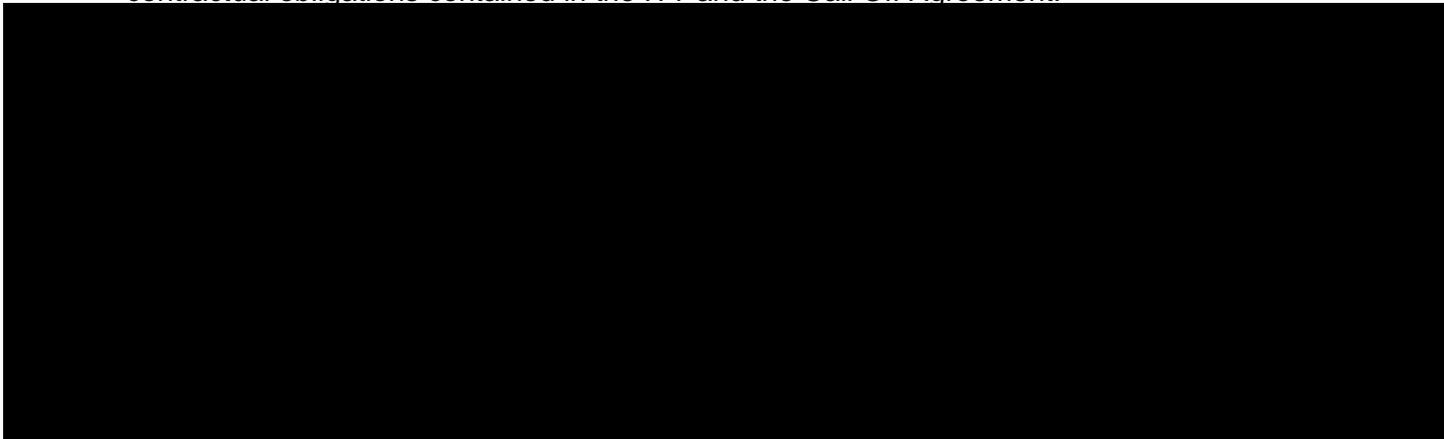
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

Conflict of Interest

We confirm that, based on the information provided in the ITT and in the general public domain we would have no conflicts of interest in respect of providing the Services if offered this appointment. We confirm that, should we be successful in this further competition, we shall not act for or otherwise advise any contractor and/or private sector entity on any project under which the Client directly and/or as part of a supply chain could appoint us. We agree that the Client may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

We confirm that the Tender remains valid for a minimum of 90 days from the date of this Tender Certificate.

We confirm that the undersigned are authorised to commit the Potential Consultant to the contractual obligations contained in the ITT and the Call Off Agreement.



CONTRACT SCHEDULE 4: TUPE AND LIST OF NOTIFIED SUBCONTRACTORS

STAFF TRANSFER

1. Definitions

1.1. In this Contract Schedule, the following definitions shall apply:

“Acquired Rights Directive”	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Consultant’s Final Personnel List”	means a list provided by the <i>Consultant</i> of all staff who will transfer under the Employment Regulations on the Relevant Transfer Date;
“Consultant’s Provisional Personnel List”	means a list prepared and updated by the <i>Consultant</i> of all staff who are engaged in or wholly or mainly assigned to the provision of the <i>service</i> or any relevant part of the <i>service</i> which it is envisaged as at the date of such list will no longer be provided by the <i>Consultant</i> ;
“Employee Liabilities”	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the <i>Client</i> or the Replacement Consultant to a Transferring Consultant Employee which would have been payable by the <i>Consultant</i> or the Subcontractor if such payment should have been made prior to the Service Transfer Date;f) claims whether in tort, contract or statute or otherwise;g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including: <ul style="list-style-type: none"> a) any amendments to that document immediately prior to the Relevant Transfer Date;
"Notified Subcontractor"	means a Subcontractor identified in Annex 1 of this Contract Schedule to whom Transferring Client's Employees and/or Transferring Former Consultant Employees will transfer on a Relevant Transfer Date;
"Principles of Good Employment Practice"	means the guidance published by the Cabinet Office and found at https://www.gov.uk/government/publications/principles-of-good-employment-practice ;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D of this Contract Schedule, where the <i>Consultant</i> or a Subcontractor was the Former Consultant and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the <i>Consultant</i> (or Subcontractor), references to the Relevant Transfer Date shall become references to the Contract Date;
"Replacement Consultant"	means any third-party provider of Replacement Services appointed by or at the direction of the <i>Client</i> from time to time or where the <i>Client</i> is providing Replacement Services for its own account, shall also include the <i>Client</i> ;
"Replacement Services"	means any services which are substantially similar to any of the <i>service</i> and which the <i>Client</i> receives in substitution for any of the <i>service</i> following the end of the <i>service period</i> or earlier termination, whether those services are provided by the <i>Client</i> internally and/or by any third party;
"Replacement Subcontractor"	means a Subcontractor of the Replacement Consultant to whom Transferring Consultant Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Service Transfer"	any transfer of the <i>service</i> (or any part of the <i>service</i>), for whatever reason, from the <i>Consultant</i> or any Subcontractor to a Replacement Consultant or a Replacement Subcontractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Staffing Information"	means, in relation to all persons identified on the Consultant's Provisional Personnel List or Consultant's Final Personnel List, as the case may be, such information as the <i>Client</i> may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: <ul style="list-style-type: none"> - the numbers of employees engaged in providing the Services;

- the percentage of time spent by each employee engaged in provided the Services;
- a description of the nature of the work undertaken by each employee by location;
- their ages, dates of commencement of employment or engagement and gender;
- details of whether they are employed, self employed Consultants or consultants, agency workers or otherwise;
- details of contracted working hours;
- the identity of the employer or relevant contracting party;
- their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- their wages, salaries and profit sharing arrangements as applicable;
- details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

in the format specified in Annex 2 (Staffing Information) of this Contract Schedule 4. The *Client* may acting reasonably make changes to the format or information requested in Annex 2 (Staffing Information) of this Contract Schedule 4 from time to time;

“Transferring Consultant Employees”

means those employees of the *Consultant* and/or the Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transferring Client Employees"

means those employees of the *Client* to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Consultant Employees”

means, in relation to a Former Consultant, those employees of the Former Consultant to whom the Employment Regulations will apply on the Relevant Transfer Date;

Interpretation

- 1.2. Where a provision in this Contract Schedule imposes an obligation on the *Consultant* to provide an indemnity, undertaking or warranty, the *Consultant* shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the *Client*, Former Consultant, Replacement Consultant or Replacement Subcontractor, as the case may be.

PART A

TRANSFERRING EMPLOYER EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. Relevant Transfers

1.1. The *Client* and the *Consultant* agree that:

1.1.1. the commencement of the provision of the *service* or of each relevant part of the *service* will be a Relevant Transfer in relation to the Transferring Client Employees; and

1.1.2. as a result of the operation of the Employment Regulations, the contracts of employment between the *Client* and the Transferring Client Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the *Consultant* and/or any Notified Subcontractor and each such Transferring Client Employee.

1.2. The *Client* shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Client Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

1.2.1. the *Client*; and

1.2.2. the *Consultant* and/or any Notified Subcontractor (as appropriate).

2. *Client* Indemnities

2.1. Subject to paragraph 2.2 of Part A of this Contract Schedule, the *Client* shall indemnify the *Consultant* and any Notified Subcontractor against any Employee Liabilities in respect of any Transferring Client Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1. any act or omission by the *Client* occurring before the Relevant Transfer Date;

2.1.2. the breach or non-observance by the *Client* before the Relevant Transfer Date of:

a) any collective agreement applicable to the Transferring Client Employees; and/or

b) any custom or practice in respect of any Transferring Client Employees which the *Client* is contractually bound to honour.

2.1.3. any claim by any trade union or other body or person representing the Transferring Client Employees arising from or connected with any failure by the *Client* to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

- 2.1.4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Client Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the *Client* to the *Consultant* and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5. a failure of the *Client* to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Client Employees arising before the Relevant Transfer Date;
- 2.1.6. any claim made by or in respect of any person employed or formerly employed by the *Client* other than a Transferring Client Employee for whom it is alleged the *Consultant* and/or any Notified Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7. any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the *Client* in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the *Consultant* or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2. The indemnities in paragraph 2.1 of Part A of this Contract Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Consultant* or any Subcontractor (whether or not a Notified Subcontractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1. arising out of the resignation of any Transferring Client Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the *Consultant* and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date); or
 - 2.2.2. arising from the failure by the *Consultant* or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3. If any person who is not identified by the *Client* as a Transferring Client Employee claims, or it is determined in relation to any person who is not identified by the *Client* as a Transferring Client Employee, that his/her contract of employment has been transferred from the *Client* to the *Consultant* and/or any Notified Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1. the *Consultant* shall, or shall procure that the Notified Subcontractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Client*; and
- 2.3.2. the *Client* may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of receipt of the notification by the *Consultant* and/or any Notified Subcontractor, or take such other reasonable steps as the *Client* considers appropriate to deal with the matter provided always that such steps are in compliance with *law of the contract*.
- 2.4. If an offer referred to in paragraph 2.3.2 of Part A of this Contract Schedule is accepted, or if the situation has otherwise been resolved by the *Client*, the *Consultant* shall, or shall procure that the Notified Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5. If by the end of the fifteen (15) Working Day period specified in paragraph 2.3.2 of Part A of this Contract Schedule:
- 2.5.1. no such offer of employment has been made;
- 2.5.2. such offer has been made but not accepted; or
- 2.5.3. the situation has not otherwise been resolved,
- the *Consultant* and/or any Notified Subcontractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6. Subject to the *Consultant* and/or any Notified Subcontractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part A of this Contract Schedule and in accordance with all applicable proper employment procedures set out in the *law of the contract*, the *Client* shall indemnify the *Consultant* and/or any Notified Subcontractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part A of this Contract Schedule provided that the *Consultant* takes, or procures that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7. The indemnity in paragraph 2.6 of Part A of this Contract Schedule:
- 2.7.1. shall not apply to:
- a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the *Consultant* and/or any Subcontractor;
- b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Subcontractor neglected to follow a fair dismissal procedure; and

- 2.7.2. shall apply only where the notification referred to in paragraph 2.3.1 of Part A of this Contract Schedule is made by the *Consultant* and/or any Notified Subcontractor (as appropriate) to the *Client* within six (6) months of the Contract Date.
- 2.8. If any such person as is referred to in paragraph 2.3 of Part A of this Contract Schedule is neither re-employed by the *Client* nor dismissed by the *Consultant* and/or any Notified Subcontractor within the time scales set out in paragraph 2.5 of Part A of this Contract Schedule such person shall be treated as having transferred to the *Consultant* and/or any Notified Subcontractor and the *Consultant* shall, or shall procure that the Notified Subcontractor shall, comply with such obligations as may be imposed upon it under the *law of the contract*.
3. *Consultant* Indemnities and Obligations
- 3.1. Subject to paragraph 3.2 of Part A of this Contract Schedule, the *Consultant* shall indemnify the *Client* against any Employee Liabilities in respect of any Transferring Client Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1. any act or omission by the *Consultant* or any Subcontractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2. the breach or non-observance by the *Consultant* or any Subcontractor on or after the Relevant Transfer Date of:
- a) any collective agreement applicable to the Transferring Client Employees; and/or
- b) any custom or practice in respect of any Transferring Client Employees which the *Consultant* or any Subcontractor is contractually bound to honour;
- 3.1.3. any claim by any trade union or other body or person representing any Transferring Client Employees arising from or connected with any failure by the *Consultant* or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4. any proposal by the *Consultant* or a Subcontractor made before the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Client Employees on or after their transfer to the *Consultant* or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Client Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5. any statement communicated to or action undertaken by the *Consultant* or any Subcontractor to, or in respect of, any Transferring Client Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the *Client* in writing;

- 3.1.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Client Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the *Client* to the *Consultant* or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7. a failure of the *Consultant* or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Client Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8. any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the *Consultant* or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the *Client's* failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9. a failure by the *Consultant* or any Subcontractor to comply with its or their obligations under paragraph 2.8 of Part A of this Contract Schedule 4 above.
- 3.2. The indemnities in paragraph 3.1 of Part A of this Contract Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Client* whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the *Client's* failure to comply with its obligations under the Employment Regulations.
- 3.3. The *Consultant* shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Client Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the *Client* and the *Consultant*.
4. Information
- 4.1. The *Consultant* shall, and shall procure that each Subcontractor shall, promptly provide to the *Client* in writing such information as is necessary to enable the *Client* to carry out its duties under regulation 13 of the Employment Regulations. The *Client* shall promptly provide to the *Consultant* and each Notified Subcontractor in writing such information as

is necessary to enable the *Consultant* and each Notified Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Principles of Good Employment Practice

5.1. The Parties agree that the principles set out in the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the *Consultant* of employees whose employment begins after the Relevant Transfer Date, and the *Consultant* undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2. The *Consultant* shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the *Client* relating to pensions in respect of any Transferring Client Employee as set down in:

5.2.1. the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2013;

5.2.2. HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3. HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4. The New Fair Deal.

6. Pensions

6.1. The *Consultant* shall, and shall procure that each of its Subcontractors shall, comply with the pensions provisions set out in the following Annex to Part A.

ANNEX TO PART A: PENSIONS

1. Participation

1.1. The *Consultant* undertakes to enter into the Admission Agreement.

1.2. The *Consultant* and the *Client*:

1.2.1. undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the *Consultant* to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2. agree that the *Client* is entitled to make arrangements with the body responsible for the Schemes for the *Client* to be notified if the *Consultant* breaches the Admission Agreement;

1.2.3. notwithstanding Paragraph 1.2.2 of this Annex, the *Consultant* shall notify the *Client* in the event that it breaches the Admission Agreement; and

1.2.4. agree that the *Client* may terminate this Call Off Contract for default in the event that the *Consultant* breaches the Admission Agreement.

1.3. The *Consultant* shall bear its own costs and all costs that the *Client* reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the *Consultant* participating in the Schemes.

2. Future Service Benefits

2.1. The *Consultant* shall procure that the Fair Deal Employees shall be either admitted into or offered continued membership of the relevant section of the Schemes that they currently contribute to or were eligible to join immediately prior to the Relevant Transfer Date and the *Consultant* shall procure that the Fair Deal Employees shall continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for *service* from (and including) the Relevant Transfer Date.

2.2. The *Consultant* undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the *Client*, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the *Client* in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.3. The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. Funding

3.1. The *Consultant* undertakes to pay to the Schemes such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2. The *Consultant* shall indemnify and keep indemnified the *Client* on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account

to the Schemes for payments received and non-payment or the late payment of any sum payable by the *Consultant* to or in respect of the Schemes.

4. Provision of Information

4.1. The *Consultant* and the *Client* respectively undertake to each other:

4.1.1. to provide all information which the other party may reasonably request concerning matters:

- a) referred to in this Annex; and
- b) set out in the Admission Agreement

and shall supply such information as expeditiously as possible; and

4.1.2. not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other party (not to be unreasonably withheld or delayed).

5. Indemnities

5.1. The *Consultant* undertakes to the *Client* to indemnify and keep indemnified the *Client* on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of *service* on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. *Client* Obligation

6.1. The *Consultant* shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. Subsequent Transfers

7.1. The *Consultant* shall:

7.1.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer; and

7.1.2 provide all such co-operation and assistance as the Replacement Consultant and/or the *Client* may reasonably require to enable the Replacement Consultant to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.1.3 for the period either:

- a) after notice (for whatever reason) is given, in accordance with the other provisions of this contract, to terminate the contract or any part of the *service*; or
- b) after the date which is two (2) years prior to the date of expiry of this contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Contract or the *Client*, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the *Client* (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B

TRANSFERRING FORMER CONSULTANT EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. Relevant Transfers

1.1. The Parties agree that:

1.1.1. the commencement of the provision of the *service* or of any relevant part of the *service* will be a Relevant Transfer in relation to the Transferring Former Consultant Employees; and

1.1.2. as a result of the operation of the Employment Regulations, the contracts of employment between each Former Consultant and the Transferring Former Consultant Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the *Consultant* and/or Notified Subcontractor and each such Transferring Former Consultant Employee.

1.2. The *Client* shall procure that each Former Consultant shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Consultant Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the *Consultant* shall make, and the *Client* shall procure that each Former Consultant makes, any necessary apportionments in respect of any periodic payments.

2. Former Consultant Indemnities

2.1 Subject to paragraph 2.2 of Part B of this Contract Schedule, the *Client* shall procure that each Former Consultant shall indemnify the *Consultant* and any Notified Subcontractor against any Employee Liabilities in respect of any Transferring Former Consultant Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1. any act or omission by the Former Consultant arising before the Relevant Transfer Date;

2.1.2. the breach or non-observance by the Former Consultant arising before the Relevant Transfer Date of:

a) any collective agreement applicable to the Transferring Former Consultant Employees; and/or

b) any custom or practice in respect of any Transferring Former Consultant Employees which the Former Consultant is contractually bound to honour.

2.1.3. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- a) in relation to any Transferring Former Consultant Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Former Consultant Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Consultant to the *Consultant* and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4. a failure of the Former Consultant to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Consultant Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5. any claim made by or in respect of any person employed or formerly employed by the Former Consultant other than a Transferring Former Consultant Employee for whom it is alleged the *Consultant* and/or any Notified Subcontractor as appropriate may be liable by virtue of this contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6. any claim made by or in respect of a Transferring Former Consultant Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Consultant Employee relating to any act or omission of the Former Consultant in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the *Consultant* or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in paragraph 2.1 of Part B of this Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Consultant* or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1. arising out of the resignation of any Transferring Former Consultant Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the *Consultant* or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2. arising from the failure by the *Consultant* and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the *Client* as a Transferring Former Consultant Employee claims, or it is determined in relation to any person who is not identified by the Client as a Transferring Former Consultant Employee, that his/her contract of employment has been transferred from a Former Consultant to the *Consultant* and/or any Notified Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1. the *Consultant* shall, or shall procure that the Notified Subcontractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Client* and, where required by the *Client*, to the Former Consultant; and
- 2.3.2. the Former Consultant may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the *Consultant* and/or the Notified Subcontractor or take such other reasonable steps as the Former Consultant considers appropriate to deal with the matter provided always that such steps are in compliance with the *law of the contract*.
- 2.4 If an offer referred to in paragraph 2.3.2 of Part B of this Schedule is accepted, or if the situation has otherwise been resolved by the Former Consultant and/or the *Client*, the *Consultant* shall, or shall procure that the Notified Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3.2 of Part B of this Contract Schedule:
- 2.5.1. no such offer of employment has been made;
- 2.5.2. such offer has been made but not accepted; or
- 2.5.3. the situation has not otherwise been resolved;
- the *Consultant* and/or any Notified Subcontractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the *Consultant* and/or any Notified Subcontractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part B of this Contract Schedule and in accordance with all applicable proper employment procedures set out in the *law of the contract*, the *Client* shall procure that the Former Consultant indemnifies the *Consultant* and/or any Notified Subcontractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part B of this Contract Schedule provided that the *Consultant* takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in paragraph 2.6 of Part B of this Contract Schedule:
- 2.7.1. shall not apply to:
- a) any claim for
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- in any case in relation to any alleged act or omission of the *Consultant* and/or any Subcontractor; or
- b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Subcontractor neglected to follow a fair dismissal procedure; and

- 2.7.2. shall apply only where the notification referred to in paragraph 2.3.2 of Part B of this Contract Schedule is made by the *Consultant* and/or any Notified Subcontractor (as appropriate) to the *Client* and, if applicable, the Former Consultant, within six (6) months of the Contract Date.
- 2.8 If any such person as is described in paragraph 2.3 of Part B of this Contract Schedule is neither re-employed by the Former Consultant nor dismissed by the *Consultant* and/or any Notified Subcontractor within the time scales set out in paragraph 2.5 of Part B of this Contract Schedule, such person shall be treated as having transferred to the *Consultant* or Notified Subcontractor and the *Consultant* shall, or shall procure that the Notified Subcontractor shall, comply with such obligations as may be imposed upon it under the *law of the contract*.
3. *Consultant* Indemnities and Obligations
- 3.1. Subject to paragraph 3.2 of Part B of this Contract Schedule, the *Consultant* shall indemnify the *Client* and/or the Former Consultant against any Employee Liabilities in respect of any Transferring Former Consultant Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1. any act or omission by the *Consultant* or any Subcontractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2. the breach or non-observance by the *Consultant* or any Subcontractor on or after the Relevant Transfer Date of:
- a) any collective agreement applicable to the Transferring Former Consultant Employee; and/or
- b) any custom or practice in respect of any Transferring Former Consultant Employees which the *Consultant* or any Subcontractor is contractually bound to honour;
- 3.1.3. any claim by any trade union or other body or person representing any Transferring Former Consultant Employees arising from or connected with any failure by the *Consultant* or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4. any proposal by the *Consultant* or a Subcontractor prior to the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Former Consultant Employees on or after their transfer to the *Consultant* or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Consultant Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5. any statement communicated to or action undertaken by the *Consultant* or a Subcontractor to, or in respect of, any Transferring Former Consultant Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the *Client* and/or the Former Consultant in writing;

- 3.1.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Former Consultant Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Former Consultant Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Consultant to the *Consultant* or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7. a failure of the *Consultant* or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Consultant Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8. any claim made by or in respect of a Transferring Former Consultant Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Consultant Employee relating to any act or omission of the *Consultant* or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Consultant's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9. a failure by the Consultant or any Subcontractor to comply with its obligations under paragraph 2.8 above.
- 3.2. The indemnities in paragraph 3.1 of Part B of this Contract Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Consultant whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Consultant's failure to comply with its obligations under the Employment Regulations.
- 3.3. The *Consultant* shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Former Consultant Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the *Consultant* and the Former Consultant.
4. Information

- 4.1. The *Consultant* shall, and shall procure that each Subcontractor shall, promptly provide to the *Client* and/or at the *Client's* direction, the Former Consultant, in writing such information as is necessary to enable the *Client* and/or the Former Consultant to carry out their respective duties under regulation 13 of the Employment Regulations. The *Client* shall procure that the Former Consultant shall promptly provide to the *Consultant* and each Notified Subcontractor in writing such information as is necessary to enable the *Consultant* and each Notified Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
5. Principles of Good Employment Practice
 - 5.1. The *Consultant* shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the *Client* relating to pensions in respect of any Transferring Former Consultant Employee as set down in:
 - 5.1.1. the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2013;
 - 5.1.2. HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.1.3. HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.1.4. the New Fair Deal.
6. Procurement Obligations
 - 6.1. Notwithstanding any other provisions of this Part B of this Contract Schedule, where in this Part B the *Client* accepts an obligation to procure that a Former Consultant does or does not do something, such obligation shall be limited so that it extends only to the extent that the *Client's* contract with the Former Consultant contains a contractual right in that regard which the *Client* may enforce, or otherwise so that it requires only that the *Client* must use reasonable endeavours to procure that the Former Consultant does or does not act accordingly.
7. Pensions
 - 7.1. The *Consultant* shall, and shall procure that each Subcontractor shall, comply with the pensions provisions in the following Annex to Part B.

ANNEX TO PART B: PENSIONS

1. Participation

1.1. The *Consultant* undertakes to enter into the Admission Agreement.

1.2. The *Consultant* and the *Client*:

1.2.1. undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the *Consultant* to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2. agree that the *Client* is entitled to make arrangements with the body responsible for the Schemes for the *Client* to be notified if the *Consultant* breaches the Admission Agreement;

1.2.3. notwithstanding Paragraph 1.2.2 of this Annex, the *Consultant* shall notify the *Client* in the event that it breaches the Admission Agreement; and

1.2.4. agree that the *Client* may terminate this Call Off Contract for default in the event that the *Consultant* breaches the Admission Agreement.

1.3. The *Consultant* shall bear its own costs and all costs that the *Client* reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the *Consultant* participating in the Schemes.

2. Future Service Benefits

2.1. If the *Consultant* is re-joining the Schemes for the first time, the *Consultant* shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for *service* from (and including) the Relevant Transfer Date.

2.2. If staff have already been readmitted to the Schemes, the *Consultant* shall procure that the Fair Deal Employees shall be either admitted into or offered continued membership of the relevant section of the Schemes that they currently contribute to or were eligible to join immediately prior to the Relevant Transfer Date and the *Consultant* shall procure that the Fair Deal Employees shall continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for *service* from (and including) the Relevant Transfer Date.

2.3. The *Consultant* undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the *Client*, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the *Client* in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.4. The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. Funding

- 3.1. The *Consultant* undertakes to pay to the Schemes such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2. The *Consultant* shall indemnify and keep indemnified the *Client* on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and non-payment or the late payment of any sum payable by the *Consultant* to or in respect of the Schemes.

4. Provision of Information

4.1. The *Consultant* and the Client respectively undertake to each other:

4.1.1. to provide all information which the other party may reasonably request concerning matters:

- a) referred to in this Annex; and
- b) set out in the Admission Agreement

and shall supply such information as expeditiously as possible; and

4.1.2. not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other party (not to be unreasonably withheld or delayed).

5. Indemnities

- 5.1. The *Consultant* undertakes to the *Client* to indemnify and keep indemnified the *Client* on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of *service* on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. *Client* Obligation

- 6.1. The *Consultant* shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. Subsequent Transfers

7.1. The *Consultant* shall:

7.1.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer; and

7.1.2 provide all such co-operation and assistance as the Replacement Consultant and/or the *Client* may reasonably require to enable the Replacement Consultant to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.1.3 for the period either:

- a) after notice (for whatever reason) is given, in accordance with the other provisions of this contract, to terminate the contract or any part of the *service*; or
- b) after the date which is two (2) years prior to the date of expiry of this contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Contract or the *Client*, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the *Client* (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. Procedure in the Event of Transfer
 - 1.1. The *Client* and the *Consultant* agree that the commencement of the provision of the *service* or of any part of the *service* will not be a Relevant Transfer in relation to any employees of the *Client* and/or any Former Consultant.
 - 1.2. If any employee of the *Client* and/or a Former Consultant claims, or it is determined in relation to any employee of the *Client* and/or a Former Consultant, that his/her contract of employment has been transferred from the *Client* and/or the Former Consultant to the *Consultant* and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1. the *Consultant* shall, and shall procure that the relevant Subcontractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Client* and, where required by the *Client*, give notice to the Former Consultant; and
 - 1.2.2. the *Client* and/or the Former Consultant may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the *Consultant* or the Subcontractor (as appropriate) or take such other reasonable steps as the *Client* or Former Consultant (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with the *law of the contract*.
 - 1.3. If an offer referred to in paragraph 1.2.2 of Part C of this Contract Schedule is accepted (or if the situation has otherwise been resolved by the *Client* and/or the Former Consultant), the *Consultant* shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
 - 1.4. If by the end of the fifteen (15) Working Day period specified in paragraph 1.2.2
 - 1.4.1. no such offer of employment has been made;
 - 1.4.2. such offer has been made but not accepted; or
 - 1.4.3. the situation has not otherwise been resolved,the *Consultant* and/or the Subcontractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
2. Indemnities
 - 2.1. Subject to the *Consultant* and/or the relevant Notified Subcontractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 of Part C of this Contract Schedule and in accordance with all applicable employment procedures set out in the *law of the contract* and subject also to paragraph 1.4 of Part C of this Contract Schedule, the *Client* shall:
 - 2.1.2. indemnify the *Consultant* and/or the relevant Notified Subcontractor against all Employee Liabilities arising out of the termination of the employment of any employees of the *Client* referred to in paragraph 1.2 of Part C of this Contract Schedule made pursuant to the provisions of paragraph 1.4 of Part C of this

Contract Schedule provided that the *Consultant* takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.3. procure that the Former Consultant indemnifies the *Consultant* and/or any Notified Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Consultant made pursuant to the provisions of paragraph 1.2 of Part C of this Contract Schedule provided that the *Consultant* takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2. If any such person as is described in paragraph 1.2 of Part C of this Contract Schedule is neither re employed by the *Client* and/or the Former Consultant as appropriate nor dismissed by the *Consultant* and/or any Subcontractor within the fifteen (15) Working Day period referred to in paragraph 1.4 of Part C of this Contract Schedule such person shall be treated as having transferred to the *Consultant* and/or the Subcontractor (as appropriate) and the *Consultant* shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under the *law of the contract*.
- 2.3. Where any person remains employed by the *Consultant* and/or any Subcontractor pursuant to paragraph 1.2 of Part C of this Contract Schedule, all Employee Liabilities in relation to such employee shall remain with the *Consultant* and/or the Subcontractor and the *Consultant* shall indemnify the *Client* and any Former Consultant, and shall procure that the Subcontractor shall indemnify the *Client* and any Former Consultant, against any Employee Liabilities that either of them may incur in respect of any such employees of the *Consultant* and/or employees of the Subcontractor.
- 2.4. The indemnities in paragraph 2.1 of Part C of this Schedule
 - 2.4.1. shall not apply to:
 - a) any claim for
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, or

in any case in relation to any alleged act or omission of the *Consultant* and/or any Subcontractor; or
 - b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Subcontractor neglected to follow a fair dismissal procedure; and
 - 2.4.2. shall apply only where the notification referred to in paragraph 1.2.1 of Part C of this Contract Schedule is made by the *Consultant* and/or any Subcontractor to the *Client* and, if applicable, Former Consultant within six (6) months of the Contract Date.
3. Procurement Obligations
 - 3.1 Where in this Part C of this Contract Schedule the *Client* accepts an obligation to procure that a Former Consultant does or does not do something, such obligation shall be limited

so that it extends only to the extent that the *Client's* contract with the Former Consultant contains a contractual right in that regard which the *Client* may enforce, or otherwise so that it requires only that the *Client* must use reasonable endeavours to procure that the Former Consultant does or does not act accordingly.

PART D

EMPLOYMENT EXIT PROVISIONS

1. Pre-service Transfer Obligations

1.1. The *Consultant* agrees that within twenty (20) Working Days of the earliest of:

- 1.1.1. receipt of a notification from the *Client* of a Service Transfer or intended Service Transfer;
- 1.1.2. receipt of the giving of notice of early termination or any partial termination of this contract;
- 1.1.3. the date which is twelve (12) months before the end of the *service period*; and
- 1.1.4. receipt of a written request of the *Client* at any time (provided that the *Client* shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the *Consultant's* Provisional Personnel List, together with the Staffing Information in relation to the *Consultant's* Provisional Personnel List and it shall provide an updated *Consultant's* Provisional Personnel List at such intervals as are reasonably requested by the *Client*.

1.2. At least twenty (20) Working Days prior to the Service Transfer Date, the *Consultant* shall provide to the *Client* or at the direction of the *Client* to any Replacement *Consultant* and/or any Replacement Subcontractor:

- 1.2.1. the *Consultant's* Final Personnel List, which shall identify which of the Staff are Transferring *Consultant* Employees; and
- 1.2.2. the Staffing Information in relation to the *Consultant's* Final Personnel List (insofar as such information has not previously been provided).

1.3. The *Client* shall be permitted to use and disclose information provided by the *Consultant* under paragraphs 1.1 and 1.2 of Part D of this Contract Schedule for the purpose of informing any prospective Replacement *Consultant* and/or Replacement Subcontractor.

1.4. The *Consultant* warrants, for the benefit of the *Client*, any Replacement *Consultant*, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 of Part D of this Contract Schedule shall be true and accurate in all material respects.

1.5. From the date of the earliest event referred to in paragraphs 1.1.1 to 1.1.3 of Part D of this Contract Schedule, the *Consultant* agrees, that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the *Consultant's* Provisional Personnel List and shall not without the approval of the *Client* (not to be unreasonably withheld or delayed):

- 1.5.1. replace or re-deploy any Staff listed on the *Consultant's* Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- 1.5.2. make, promise, propose or permit any material changes to the terms and conditions of employment of the Staff (including any payments connected with the termination of employment);
- 1.5.3. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Consultant's Provisional Personnel List;
- 1.5.5. increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6. terminate or give notice to terminate the employment or contracts of any persons on the Consultant's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the *Client* or, at the direction of the *Client*, any Replacement Consultant and any Replacement Subcontractor of any notice to terminate employment given by the *Consultant* or relevant Subcontractor or received from any persons listed on the Consultant's Provisional Personnel List regardless of when such notice takes effect.

- 1.6. During the *service period*, the *Consultant* shall provide to the *Client* any information the *Client* may reasonably require relating to any individual employed, assigned or engaged in providing the Services including without limitation the Staffing Information and, upon reasonable request by the *Client*, the *Consultant* shall provide, and shall procure that each Subcontractor shall provide, the *Client* or, at the direction of the *Client* to a Replacement Consultant and/or any Replacement Subcontractor with access (on reasonable notice and during normal working hours) to such employment records as the *Client* reasonably requests and shall allow the *Client* or at the *Client's* direction, the Replacement Consultant and/or any Replacement Subcontractor to have copies of any such documents.
- 1.7. The *Consultant* shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the *Client*, any Replacement Consultant and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Consultant Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Consultant Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the *Consultant* shall provide, and shall procure that each Subcontractor shall provide, the *Client* or, at the direction of the *Client*, to any Replacement Consultant and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Consultant's Final Personnel List who is a Transferring Consultant Employee:
 - 1.7.1. the most recent month's copy pay slip data;
 - 1.7.2. details of cumulative pay for tax and pension purposes;
 - 1.7.3. details of cumulative tax paid;
 - 1.7.4. tax code;

1.7.5. details of any voluntary deductions from pay; and

1.7.6. bank/building society account details for payroll purposes.

2. Employment Regulations Exit Provisions

2.1. The *Client* and the *Consultant* acknowledge that subsequent to the starting date, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this contract or otherwise) resulting in the Services being undertaken by a Replacement Consultant and/or a Replacement Subcontractor. Such change in the identity of the *Consultant* of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The *Client* and the *Consultant* further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the *Consultant* and the Transferring Consultant Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Consultant and/or a Replacement Subcontractor (as the case may be) and each such Transferring Consultant Employee.

2.2. The *Consultant* shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Consultant Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Consultant Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(i) the *Consultant* and/or

(ii) the Subcontractor (as appropriate); and

(iii) the Replacement Consultant and/or Replacement Subcontractor.

2.3. Subject to paragraph 2.4 of Part D of this Contract Schedule, the *Consultant* shall indemnify the *Client* and/or the Replacement Consultant and/or any Replacement Subcontractor against any Employee Liabilities in respect of any Transferring Consultant Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.3.1. any act or omission of the *Consultant* or any Subcontractor whether occurring before, on or after the Service Transfer Date;

2.3.2. the breach or non-observance by the *Consultant* or any Subcontractor occurring on or before the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Consultant Employees; and/or

- b) any other custom or practice with a trade union or staff association in respect of any Transferring Consultant Employees which the *Consultant* or any Subcontractor is contractually bound to honour;
- 2.3.3. any claim by any trade union or other body or person representing any Transferring Consultant Employees arising from or connected with any failure by the *Consultant* or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Consultant Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Consultant Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the *Consultant* to the *Client* and/or Replacement Consultant and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5. a failure of the *Consultant* or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Consultant Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6. any claim made by or in respect of any person employed or formerly employed by the *Consultant* or any Subcontractor other than a Transferring Consultant Employee for whom it is alleged the *Client* and/or the Replacement Consultant and/or any Replacement Subcontractor may be liable by virtue of this contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7. any claim made by or in respect of a Transferring Consultant Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Consultant Employee relating to any act or omission of the *Consultant* or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the *Client* and/or Replacement Consultant to comply with regulation 13(4) of the Employment Regulations.
- 2.4. The indemnities in paragraph 2.3 of Part D of this Contract Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Consultant and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - 2.4.1. arising out of the resignation of any Transferring Consultant Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Consultant and/or any

Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

- 2.4.2. arising from the Replacement Consultant's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5. If any person who is not identified in the Consultant's Final Personnel List claims, or it is determined in relation to any person who is not identified in the Consultant's Final Personnel List, that his/her contract of employment has been transferred from the *Consultant* or any Subcontractor to the Replacement Consultant and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1. the *Client* shall procure that the Replacement Consultant shall, or any Replacement Subcontractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Consultant*; and
 - 2.5.2. the *Consultant* may offer (or may procure that a Subcontractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Consultant and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with the *law of the contract*.
- 2.6. If such offer is accepted, or if the situation has otherwise been resolved by the *Consultant* or a Subcontractor, the *Client* shall procure that the Replacement Consultant shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7. If after the fifteen (15) Working Day period specified in paragraph 2.5.2 of Part D of this Contract Schedule has elapsed:
 - 2.7.1. no such offer of employment has been made;
 - 2.7.2. such offer has been made but not accepted; or
 - 2.7.3. the situation has not otherwise been resolved;the *Client* shall advise the Replacement Consultant and/or Replacement Subcontractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8. Subject to the Replacement Consultant and/or Replacement Subcontractor acting in accordance with the provisions of paragraphs 2.5 to 2.7 of Part D of this Contract Schedule and in accordance with all applicable proper employment procedures set out in the *law of the contract*, the *Consultant* shall indemnify the Replacement Consultant and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 1.7 of Part D of this Contract Schedule provided that the Replacement Consultant takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9. The indemnity in paragraph 2.8 of Part D of this Contract Schedule
 - 2.9.1. shall not apply to:

- a) any claim for
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Replacement Consultant and/or Replacement Subcontractor; or
- b) any claim that the termination of employment was unfair because the Replacement Consultant and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2. shall apply only where the notification referred to in paragraph 2.5.1 of Part D of this Contract Schedule is made by the Replacement Consultant and/or Replacement Subcontractor to the *Consultant* within six (6) months of the Service Transfer Date.

2.10. If any such person as is described in paragraph 2.5 of Part D of this Contract Schedule is neither re-employed by the *Consultant* or any Subcontractor nor dismissed by the Replacement Consultant and/or Replacement Subcontractor within the time scales set out in paragraphs 2.5 to 2.7 of Part D of this Contract Schedule, such person shall be treated as a Transferring Consultant Employee and the Replacement Consultant and/or Replacement Subcontractor shall comply with such obligations as may be imposed upon it under the *law of the contract*.

2.11. The *Consultant* shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Consultant Employees up to (but not including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1. the *Consultant* and/or any Subcontractor; and

2.11.2. the Replacement Consultant and/or the Replacement Subcontractor.

2.12. The *Consultant* shall, and shall procure that each Subcontractor shall, promptly provide to the *Client* and any Replacement Consultant and/or Replacement Subcontractor, in writing such information as is necessary to enable the *Client*, the Replacement Consultant and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The *Client* shall procure that the Replacement Consultant and/or Replacement Subcontractor shall promptly provide to the *Consultant* and each Subcontractor in writing such information as is necessary to enable the *Consultant* and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13. Subject to paragraph 2.14 of Part D of this Contract Schedule, the *Client* shall procure that the Replacement Consultant indemnifies the *Consultant* on its own behalf and on

behalf of any Replacement Subcontractor and its sub-Consultants against any Employee Liabilities in respect of each Transferring Consultant Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Consultant Employee) arising from or as a result of:

- 2.13.1. any act or omission of the Replacement Consultant and/or Replacement Subcontractor;
- 2.13.2. the breach or non-observance by the Replacement Consultant and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Consultant Employees; and/or
 - b) any custom or practice in respect of any Transferring Consultant Employees which the Replacement Consultant and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3. any claim by any trade union or other body or person representing any Transferring Consultant Employees arising from or connected with any failure by the Replacement Consultant and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4. any proposal by the Replacement Consultant and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Consultant Employees on or after their transfer to the Replacement Consultant or Replacement Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Consultant Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5. any statement communicated to or action undertaken by the Replacement Consultant or Replacement Subcontractor to, or in respect of, any Transferring Consultant Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the *Consultant* in writing;
- 2.13.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Consultant Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Consultant Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the *Consultant* or Subcontractor, to the Replacement Consultant or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

- 2.13.7. a failure of the Replacement Consultant or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Consultant Employees in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8. any claim made by or in respect of a Transferring Consultant Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Consultant Employee relating to any act or omission of the Replacement Consultant or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14. The indemnities in paragraph 2.13 of Part D of this Contract Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Consultant* and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the *Consultant* and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX 1 TO CONTRACT SCHEDULE 4: LIST OF NOTIFIED SUBCONTRACTORS

None

ANNEX 2 TO CONTRACT SCHEDULE 4: STAFFING INFORMATION

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

1. If you have any Subcontractors, please complete all the above information for any staff employed by such Subcontractor(s) in a separate spreadsheet.
2. This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.
3. If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No 3							
Emp No 4							
Emp No 5							
Emp No 6							
Emp No 7							
Emp No 8							
Emp No 9							
Emp No 10							

EMPLOYEE DETAILS & KEY TERMS								
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility flexibility clause or in contract?	Previously transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	TUPE to TUPE	Any collective agreements?
Emp No 1								
Emp No 2								
Emp No 3								
Emp No 4								
Emp No 5								
Emp No 6								
Emp No 7								
Emp No 8								
Emp No 9								
Emp No 10								

	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of service under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No 3								
Emp No 4								
Emp No 5								
Emp No 6								
Emp No 7								
Emp No 8								
Emp No 9								
Emp No 10								

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, allowance, allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No 3								
Emp No 4								
Emp No 5								
Emp No 6								
Emp No 7								
Emp No 8								
Emp No 9								
Emp No 10								

CONTRACTUAL PAY AND BENEFITS							
Details	Annual entitlement (excluding holidays)	leave bank	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1							
Emp No 2							
Emp No 3							
Emp No 4							
Emp No 5							
Emp No 6							
Emp No 7							
Emp No 8							
Emp No 9							
Emp No 10							

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No 3						
Emp No 4						
Emp No 5						
Emp No 6						
Emp No 7						
Emp No 8						
Emp No 9						
Emp No 10						

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No 3						
Emp No 4						
Emp No 5						
Emp No 6						
Emp No 7						
Emp No 8						
Emp No 9						
Emp No 10						

	OTHER		
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No 3			
Emp No 4			
Emp No 5			
Emp No 6			
Emp No 7			
Emp No 8			
Emp No 9			
Emp No 10			

CONTRACT SCHEDULE 5: PROCESSING DATA

PART 1: UK GDPR CLAUSES

The following definitions shall apply to this Contract Schedule 5 (Processing Data):

Party: a Party to this Agreement;

Agreement: this Call Off Agreement;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

UK GDPR CLAUSE DEFINITIONS:

- “Controller”** has the meaning given to it in the UK GDPR;
- “Data Loss Event”** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
- “Data Protection Impact Assessment”** an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018;
- “Data Protection Legislation”** means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) EU GDPR. The “UK GDPR” and “EU GDPR” are defined in Section 3 of the DPA 2018;
- "Data Protection Officer"** has the meaning given to it in the UK GDPR;
- "Data Subject"** has the meaning given to it in the UK GDPR;
- “Data Subject Request”** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
- “DPA 2018”** the Data Protection Act 2018;
- “Joint Controllers”** takes the meaning given in Article 26 of the UK GDPR;
- "Personal Data"** has the meaning given to it in the UK GDPR;
- “Personal Data Breach”** has the meaning given to it in the UK GDPR;
- “Processor”** has the meaning given to it in the UK GDPR;
- “Processing”** has the meaning given to it in the UK GDPR;

“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Contract Schedule 7 (Client’s Security Requirements), if applicable, in the case of the Agreement;
“Sub-processor”	any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.
“UK GDPR”	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

1. DATA PROTECTION

- 1.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Consultant* is the Processor unless otherwise specified in Contract Schedule 5. The only Processing that the Processor is authorised to do is listed in Contract Schedule 5 by the Controller at Part 2 and may not be determined by the Processor.
- 1.2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the *service*;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Contract Schedule 5, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of

the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:

- (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
- (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Contract Schedule 5);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection, and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in

advance by the Controller with respect to the Processing of the Personal Data;

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5. Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6. The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 1.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13. The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**PART 2: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS
PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

This Contract Schedule 5 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Contract Schedule 5 shall be with the Controller at its absolute discretion.



3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Contract Schedule 5.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller, and the <i>Consultant</i> is the Data Processor in accordance with Clause 1.1 this Contract Schedule 5.
Subject matter of the Processing	The Processing is needed in order to ensure that the Processor can effectively deliver the Agreement to provide the <i>services</i> to the <i>Client</i> .
Duration of the Processing	Personal Data is processed for the duration of the <i>service period</i> to allow <i>services</i> to be performed.
Nature and purposes of the Processing	The nature of the Processing will include the storage and use of names and business contact details of staff of both the <i>Client</i> and the <i>Consultant</i> as necessary to deliver the services and to undertake contract management. The Agreement itself will include the names and business contact details of staff of both the <i>Client</i> and the <i>Consultant</i> involved in delivery or management of the Agreement.
Type of Personal Data being Processed	Names, business telephone details and email addresses, office location and position of staff of both the <i>Client</i> and the <i>Consultant</i> .
Categories of Data Subject	Staff of both the <i>Client</i> and the <i>Consultant</i> , including where those staff are named within the Agreement itself or involved in contract management.
Plan for return and destruction of the data once the Processing is complete	Following the <i>completion date</i> , the <i>Consultant</i> will delete the Personal Data from any computers, storage devices and storage media that are to be retained by the Consultant after the expiry of the Agreement. The <i>Consultant</i> will certify to the <i>Client</i> that it has completed such deletion.
UNLESS requirement under union or member state law to	

preserve that type of data

CONTRACT SCHEDULE 6: INSTRUCTION BY TASK ORDER

The following shall be incorporated as part of the conditions of this Call Off Agreement and in the event of a conflict with any other term, the terms of this Contract Schedule shall take precedence:

The purpose of this Contract Schedule 6 is to confirm when and how the *Consultant* will prepare a Task Order Proposal and how the approvals process for a Proposed Task will operate.

INSTRUCTION BY TASK ORDER

1 Definitions

1.1. The following definitions shall apply to the Contract:

- (a) **“Milestone Payment Schedule”** means the schedule, proposed by the *Consultant* in a Task Order Proposal to be approved by the *Client*, setting out the Price for each identified milestone;
- (b) **“Project Instructions Form”** means the template for Project Instructions that the *Consultant* will receive from the *Client*, as outlined in Annex 1 of this Contract Schedule 6, which may change from time to time;
- (c) **“Price List”** means the prices listed in Contract Schedule 3 (Pricing Schedule);
- (d) **“Proposed Task”** means work within the *services* which the *Service Manager* may instruct the *Consultant* to carry out with a stated period;
- (e) **“Site(s)”** means the relevant site(s) as instructed by the *Client* to the *Consultant*;
- (f) **“Task Completion”** means when the *Consultant* has done all the work within the *services* in the Task and corrected Defects which would have prevented the *Client* or Others from using the Task Site(s) and Others from doing their work.
- (g) **“Task Completion Date”** means the date for completion stated in the Task Order unless later changed in accordance with this Call Off Agreement.
- (h) **“Task Order”** Task Order means an appointment whereby the *Consultant* will carry out work within the service and the terms of this Call Off Agreement and the Contract Data shall be incorporated into the Task Order;
- (i) **“Task Order Proposal”** means a proposal issued by the *Consultant* to the *Client* following issue by the *Client* of a Project Instruction in accordance with this Contract Schedule 6;

2 Information to be included in Task Orders

2.1 A Task Order shall include:

- 2.1.1 a detailed description of the Proposed Task;

- 2.1.2 a priced list of items of work in the Proposed Task in which items taken from the Price List are identified;
- 2.1.3 the starting and completion dates for the Proposed Task;
- 2.1.4 the order and timing of the operations which the *Consultant* plans to do in order to complete the Proposed Task including a Milestone Payment Schedule;
- 2.1.5 provision for:
- float,
 - time risk allowances,
 - health and safety requirements, and
 - the procedures set out in this Call Off Agreement;
- 2.1.6 the dates when, in order to provide the works within the *services* in accordance with the Project Instructions, the *Consultant* will need:
- access to the Site(s),
 - acceptances,
 - plant and materials, equipment and other things to be provided by the *Client*, and
 - information from Others;
- 2.1.7 for each Proposed Task, a statement of how the *Consultant* plans to do the work identifying the principal equipment and other resources which he plans to use;
- 2.1.8 other information which the Statement of Requirements and Scope requires the *Consultant* to show on a Task Order Proposal submitted for acceptance; and
- 2.1.9 the total of the Prices for the Proposed Task.
- 2.2 The priced list of items or work which are not taken from the Price List are agreed in accordance with the Contract Schedule 18 Change Control Procedure.

3 Preparation of Task Order Proposal

- 3.1 The *Service Manager* shall submit a written request (the “**Project Instruction**”) for the *Consultant* to produce outline proposals for the Proposed Task. The *Service Manager* shall provide such information (including arrangements to access the Site) as may be reasonably required by the *Consultant* to enable it to develop a Task Order Proposal, provided that the *Service Manager* shall not be obliged to provide such information where this may cause the *Client* to be in breach of Law and/or where such information is otherwise confidential to the *Client*.

- 3.2 An instruction to carry out a Proposed Task is not a *compensation event*.
- 3.3 Within ten (10) Working Days (or such other period as is agreed by the Parties) of receipt by the *Consultant* of a Project Instruction, the *Consultant* shall submit a Task Order Proposal in respect of the Proposed Task together with such additional information/documentation as is required.
- 3.4 The *Consultant* does not start any work included in the Proposed Task until the *Service Manager* has instructed him to carry out the Proposed Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order shall be issued after the end of the *service period*.
- 3.5 If Task Completion is after the end of the *service period*, the *service period* is extended until Task Completion. The *Service Manager* does not issue a Task Order during this extended period.
- 3.6 The *Service Manager* may issue an instruction changing a Task Order.

4 Approval of Task Order Proposals and the Proposed Task

- 4.1 Following receipt of a Task Order Proposal issued pursuant to paragraph 3, the *Service Manager* shall be entitled to request any reasonable additional information and/or any reasonable assistance (as the case may be) from the *Consultant* which the *Service Manager* considers appropriate to enable it to decide whether to approve the relevant Task Order Proposal and the *Consultant* shall provide such information and/or any assistance (as the case may be) within three (3) Working Days of receipt of the relevant request for such further information and/or and assistance (as the case may be). The *Consultant* acknowledges and agrees that the costs incurred by the *Consultant* in responding to such requests and/or entering into any communications with the *Client* and/or incurring any expenditure of whatever nature in relation to such requests shall not entitle the *Consultant* to any payment of whatever nature and any such costs shall be borne by the *Consultant* unless the *Client* agrees otherwise in writing.
- 4.2 In deciding whether to approve a Task Order Proposal the *Service Manager* shall be entitled to take into account all relevant factors which it considers would affect whether the relevant Task Order Proposal is acceptable, including, without limitation:
 - 4.2.1 whether the Task Order Proposal is, in the sole opinion of the *Service Manager*, affordable and/or offers value for money;
 - 4.2.2 whether the Task Order Proposal is not practicable;
 - 4.2.3 whether the Task Order Proposal shows the information which the Call Off Agreement requires;
 - 4.2.4 whether the Task Order Proposal complies with the Statement of Requirements and Scope;
 - 4.2.5 whether the Task Order Proposal, in the sole opinion of the *Service Manager*, contains sufficient information to enable the *Service Manager* to approve the relevant Task Order Proposal;

- 4.2.6 whether the potential impact of the implementation of the Task Order Proposal would, in the sole opinion of the *Service Manager*, adversely impact on the business and/or activities of the *Client* (including, without limitation, any of the *Client's* statutory duties); and/or
- 4.2.7 whether the implementation of the Task Order Proposal would breach any Law, any *Client's* Policies or any wider government strategy or government policy.
- 4.3 Within ten (10) Working Days (or such longer period to be agreed by the Parties) of the later of the submission to the *Service Manager* of a Task Order Proposal and the receipt by the *Service Manager* of any additional information requested by the *Client* pursuant to paragraph 4.1, the *Service Manager* shall notify the *Consultant* whether:
 - 4.3.1 the *Service Manager* approves the Task Order Proposal, whereupon the provisions of paragraph 4.67 shall apply and the *Consultant* shall carry out the Proposed Task as part of a Task Order in accordance with the terms of the approved Task Order Proposal; or
 - 4.3.2 the *Service Manager* rejects the Task Order Proposal and the provisions of paragraph 4.45 shall apply.
- 4.4 The *Consultant* acknowledges and agrees that where the *Service Manager* elects to reject any Task Order Proposal then the *Consultant's* costs in relation to the proposal shall be borne by the *Consultant* unless the *Client* agrees otherwise in writing.
- 4.5 The *Client* may appoint a third party, any other consultant and/or any other to provide the whole or any part of the Task Order where the *Consultant*:
 - 4.5.1 is in material breach of its obligations under this Call Off Agreement or any Task Order;
 - 4.5.2 fails to provide and/or the *Service Manager* rejects a Task Order Proposal;
 - 4.5.3 confirms that it does not intend to submit a Task Order Proposal or fails to submit a Task Order Proposal following receipt of a Project Instruction within the time period specified in and in accordance with the provisions of this paragraph 4; and/or
 - 4.5.4 the Parties have been unable to agree the whole or any part of a Task Order Proposal.
- 4.6 The *Consultant* acknowledges and agrees that the *Consultant* shall not be entitled to any payment, compensation, damages, costs, losses and/or expenses arising out of or in connection with the circumstances set out in paragraph 4.5.
- 4.7 Where a Task Order Proposal has been approved by the *Service Manager* (to incorporate any amendments the *Client* deems necessary), the *Service Manager* may sign the Task Order Proposal (as amended, if necessary) and issue to the *Consultant* and such signed Task Order Proposal shall be deemed to form the Task Order. On receipt of a Task Order pursuant to this paragraph, the works within

the *services* to be carried out and performed by the *Consultant* as set out in the Task Order shall be deemed to become part of the *services*.

4.8 The parties agree that if the Task Order Proposal is approved and any Task Order is issued by the *Service Manager* and accepted by the *Consultant* under this paragraph 4, then the provisions of:

4.8.1 this Call Off Agreement; and

4.8.2 the relevant Task Order,

shall together govern the carrying out of any works within the *services* to be performed by the *Consultant*. In the event of any conflict between the documents referred to in this paragraph 4.78, then the order of precedence shall be:

4.8.3 the relevant Task Order (save that nothing in a Task Order shall be interpreted as requiring the *Consultant* to achieve a higher standard of performance than is set out in clause 20.2 of this Call Off Agreement); and

4.8.4 this Call Off Agreement.

4.9 This Call Off Agreement shall be binding on the parties for the *service period* and shall govern any *services* provided to the *Client* in relation to any Task Order for the entire duration of the *service period*, regardless of whether such *services* were performed prior to the date of this Call Off Agreement.

4.10 At any time, the *Client* may set off any liability of the *Consultant* to the *Client* against any liability of the *Client* to the *Consultant*, whether either liability:

4.10.1 is liquidated or unliquidated; or

4.10.2 arises under this Call Off Agreement and/or any Task Order.

4.11 Without prejudice to any other rights or remedies which the *Client* may have, whether under this Call Off Agreement or under any Task Order, the obligations for the *Client* and/or the *Consultant* to make payments in respect of any Task Orders shall be continuing obligations notwithstanding the termination of this Call Off Agreement or any individual Task Order.

5 Revising a Task Order Proposal

5.1 The *Consultant* shows on each revised Task Order Proposal:

5.1.1 the actual progress achieved on each operation and its effect upon the timing of the remaining work;

5.1.2 the effects of implemented *compensation events*;

5.1.3 how the *Consultant* plans to deal with any delays and to correct notified Defects; and

5.1.4 any other changes which the *Consultant* proposes to make to the Task Order.

- 5.2 The *Consultant* submits a revised Task Order Proposal to the *Service Manager* for acceptance:
- 5.2.1 within the period for reply after the *Service Manager* has instructed him to; and/or
 - 5.2.2 when the *Consultant* chooses to.
- 5.3 The latest Task Order Proposal accepted by the *Service Manager* supersedes previous accepted Task Order Proposal.

6 Transfer of Tasks on the expiry of the *service period*

- 6.1 In the period of 3 months prior to the end of the *service period* and following expiry or termination of the *service period* or, if earlier, the termination of the Call Off Agreement, the *Consultant* shall, without additional charge, provide the *Client* with all reasonable co-operation and assistance and copies of all information, records and documents that the *Client* may reasonably request to facilitate any Task Order which has a Task Completion Date following expiry or termination of the *service period* or the Call Off Agreement (as applicable) which the *Client* seeks to transfer in an orderly manner to the *Client* or its replacement provider.

7 Electronic Issue of Task Orders via CEMAR

- 7.1 The *Client* will issue a Task Order on a project-by-project basis using their electronic contract administration tool, CEMAR. The Task Order issued on CEMAR will confirm the relevant project details and any relevant Client Data.
- 7.2 Prior to issue of the Task Order, a request will be issued to the *Consultant* via a Project Instructions Form, a template of which is attached below.
- 7.3 The Project Instructions Form will be the initial invitation to the *Consultant* to engage on confirming the details for a specific *Client* project and is not to be treated as the formal Task Order or instruction to proceed. Formal instruction to proceed is issued via CEMAR.

ANNEX 1 OF CONTRACT SCHEDULE 6 – PROJECT INSTRUCTIONS FORM

PROJECT INSTRUCTIONS FORM		
PLEASE NOTE, ANY INFORMATION INCLUDED IN A PROJECT INSTRUCTIONS FORM BELOW IS FOR EXAMPLE ONLY		
From: Secretary of State for Work and Pensions (Client)		
Date of Request:	18/09/2023	
From:	Secretary of State for Work and Pensions (Client)	
To:	Supplier name (Consultant)	
Agreement:	The Call Off Agreement, dated [xx.xx.xxxx] between the <i>Client</i> and <i>Consultant</i> .	
<p>The <i>Client</i> requests that the <i>Consultant</i> confirms the costs and specifics for the relevant Project as detailed below. The <i>Consultant</i> shall proceed with services once the Client has accepted and issued the relevant Task Order, at which point the <i>Consultant</i> will produce the relevant programme. This Project Instructions Form is not the instruction to proceed with the services.</p>		
1.	Task Description & Client's Premises:	Provision of the following multi-disciplinary professional services for the relevant construction works at the site address, in the applicable RIBA Stages.
	Project Number:	[ENTER ALLOCATED PROJECT NUMBER]
	Site Address(es):	[ENTER SITE ADDRESS]
	Project Brief:	[IF REQUIRED, INCLUDE DETAILS ON THE OVERALL PROJECT BRIEF, INCLUDING DETAILS OF ANY LISTS OF SITES, ASSUMPTIONS, DETAILS ON THE EXPECTED SERVICES ETC]
2.	Conditions of Contract	The prevailing Call Off Agreement will apply, with the following options:
3.	Task Order Start Date(s)	The assumed Task Order Start Date(s) shall be [INSERT ESTIMATED STARTING DATE FOR PROFESSIONAL SERVICES TO COMMENCE]
4.	Task Completion Date(s)	Up until the end of RIBA Stage 3, the Task Completion Date will be as agreed in the programme version developed by the <i>Service Manager</i> as agreed by the <i>Consultant</i> and the <i>Client</i> .

		From RIBA Stage 4 to the end of RIBA Stage 7, the Task Completion Date will be as agreed in the latest programme developed by the Client Supply Chain Member and as agreed by the <i>Service Manager</i> , the <i>Consultant</i> and the <i>Client</i> on award of the Client Supply Chain Member's contract.		
5.	The period within which the <i>Consultant</i> is to submit a quote and programme for acceptance is:	Within five (5) Working Days of receipt of this request.		
6.	The priced list of items of work in the Task Order in which items taken from the Price List are identified at:	Contract Schedule 3 (Pricing Schedule).		
7.	Breakdown of Prices:			
	Percentage Fee for Disciplines	The Percentage Fee per discipline are as follows:		
		Service	Percentage Fee	Instructed
		Project Manager		
		Technical Advisor		
		Principal Designer		
		Contract Administrator		
		Cost Consultant		
			Disciplines - Base Fee	
			BIM Level Adjustment	This adjusts the Base Fee up or down

					by the stated %
		Adjusted Total % Fee			
	The Percentage Fee(s) payable to the <i>Consultant</i> will be apportioned to the instructed RIBA stages with the final total calculated fee stated in 7(a).				
Construction value at time of issue:					
Assumed Procurement Route:	Single Stage D&B				
BIM Level required	BIM – Silver				
Applicable RIBA Stage Percentages & payment schedule:	The above services are required across the following RIBA stages with the Fee due where the RIBA stage has been instructed:				
	RIBA Stage Payments	Instructed	% Allocated	Amount (£)	
	0-1 Strategic Brief				
	2 Concept Design				
	3 Developed Design				
	4 Technical Design				
	5 Construction				
	6 Hand Over & Close				
	7 In Use				
	TOTAL Fee Due (7a)				
<p>The Forecast Total of the Prices for this requirement is currently estimated at £XXXXXXX excluding VAT based on a forecast total project cost of £XXXXXXX, which is based on the BAR [dated xx/xx/xxxx] and includes contingency. The <i>Consultant</i> will provide those services instructed and within the instructed RIBA stages only.</p>					

8.	The <i>Consultant</i> provides <i>collateral warranty agreements</i> in favour of:
	[Enter if needed]
	The <i>Consultant</i> procures <i>collateral warranty agreements</i> from any identified Subcontractors where they may be used to deliver parts of the service and should state any relevant Subcontractors within their quote.
9.	The <i>Client</i> provides access to the following persons, places and things:
	a) access to the Client's Premises as necessary; and b) such additional access required, as set out below:
	[Enter if needed]
10.	The <i>requirements above are to be delivered in line with the Client's requirements and matrix of services contained within the Call Off Agreement. The Client instructs to provide a quote and programme on the above basis. Where there are any discrepancy, the Consultant should raise these with the Service Manager prior to raising a quote or programme.</i>
Please return your quote and programme via xxxxxxxxxxxxxxxxxxxxxxxxx	
<i>We confirm that we have read and accept above requirements and will commence services on these terms on receipt of the associated Task Order.</i>	
Signed:	
Name:	
Position:	

CONTRACT SCHEDULE 7: CLIENT'S SECURITY REQUIREMENTS

GENERAL

The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, comply with the *Client's* security requirements as set out in this Call Off Agreement which include the requirements set out in this Contract Schedule 7 (the "Client's Security Requirements").

The Client's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client's Systems Environment and the Consultant's Systems Environment.

Terms used in this Contract Schedule 7 which are not defined below shall have the meanings given to them in clause 11 (Identified and defined terms) of this Call Off Agreement.

1. DEFINITIONS

1.1. In this Contract Schedule 7, the following definitions shall apply:

- | | |
|---|--|
| "Client Personnel" | shall mean all persons employed by the <i>Client</i> including directors, officers, employees together with the <i>Client's</i> servants, agents, consultants, contractors and suppliers but excluding the <i>Consultant</i> and any Sub-contractor (as applicable). |
| "Availability Test" | shall mean the activities performed by the <i>Consultant</i> to confirm the availability of any or all components of any relevant ICT system as specified by the <i>Client</i> . |
| "CHECK" | shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC. |
| "Cloud" | shall mean an off-premises network of remote ICT servers on the Internet to store, process, manage and transmit data. |
| "Cyber Essentials" | shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| "Cyber Security Information Sharing Partnership" or "CiSP" | shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| "Good Security Practice" | shall mean:
a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for |

Standardization or the National Institute of Standards and Technology).

- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

“Information Security”

shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Client Assets, the Client's Systems Environment (or any part thereof) and the Consultant's Systems Environment (or any part thereof).
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Client Assets.

“Information Security Manager”

shall mean the person appointed by the *Consultant* with the appropriate experience, authority and expertise to ensure that the *Consultant* complies with the Client's Security Requirements.

“Information Management (“ISMS”) Security System”

shall mean the set of policies, processes and systems designed, implemented and maintained by the *Consultant* to manage Information Security Risk as specified by ISO/IEC 27001.

“Information Security Questionnaire”

Shall mean the *Client's* set of questions used to audit and on an ongoing basis assure the *Consultant's* compliance with the Client's Security Requirements.

“Information Security Risk”

shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	shall mean: a) ISO/IEC 27001. b) ISO/IEC 27002/IEC; and c) ISO 22301 in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.
“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Client Assets, the <i>Client’s</i> Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Client Assets, the Client’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof).

1.2. Reference to any notice to be provided by the *Consultant* to the *Client* shall be construed as a notice to be provided by the *Consultant* to the Client’s Representative.

2. PRINCIPLES OF SECURITY

2.1. The *Consultant* shall at all times comply with the Client’s Security Requirements and provide a level of security which is in accordance with the Security Policies and Security Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

3.1. The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, comply with ISO/IEC 27001 in relation to the Services during the *service period*.

- 3.2. The *Consultant* shall appoint an Information Security Manager and shall notify the *Client* of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.3. The *Consultant* shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Security Standards, Good Security Practice and Law and includes:
- (a) a scope statement (which covers all of the Services provided under this Call Off Agreement).
 - (b) a risk assessment (which shall include any risks specific to the Services).
 - (c) a statement of applicability.
 - (d) a risk treatment plan; and
 - (e) an incident management plan

in each case as specified by ISO/IEC 27001.

The *Consultant* shall provide the Information Security Management System to the *Client* upon request within 10 Working Days from such request.

- 3.4. The *Consultant* shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the *Client*.
- 3.5. Notwithstanding the provisions of paragraph 3.1 to paragraph 3.4, the *Client* may, in its absolute discretion, notify the *Consultant* that it is not in compliance with the *Client's* Security Requirements and provide details of such non-compliance. The *Consultant* shall, at its own expense, undertake those actions required in order to comply with the *Client's* Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the *Client's* Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the *Consultant* to comply with his obligations.

4. CYBER ESSENTIALS SCHEME

- 4.1. The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during *service period*. The Cyber Essentials Certificate shall be provided by the *Consultant* to the *Client* annually on the dates as agreed by the Parties.
- 4.2. The *Consultant* shall notify the *Client* of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The *Consultant* shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the *service period* after the first date on which the *Consultant* was required to

provide a Cyber Essentials Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the *Consultant* to comply with his obligations.

5. RISK MANAGEMENT

- 5.1. The *Consultant* shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Client's Security Requirements are met (the **Risk Assessment**). The *Consultant* shall provide the Risk Management Policy to the *Client* upon request within 10 Working Days of such request. The *Client* may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Client's Security Requirements. The *Consultant* shall, at its own expense, undertake those actions required in order to implement the changes required by the *Client* within one calendar month of such request or on a date as agreed by the Parties.
- 5.2. The *Consultant* shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or (iii) at the request of the *Client*. The *Consultant* shall provide the report of the Risk Assessment to the *Client*, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The *Consultant* shall notify the *Client* within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3. If the *Client* decides, at its absolute discretion, that any Risk Assessment does not meet the Client's Security Requirements, the *Consultant* shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4. The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the *Client* in relation to the *Client*'s own risk management processes regarding the Services.
- 5.5. For the avoidance of doubt, the *Consultant* shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the *Consultant* to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the *Consultant* to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

- 6.1. The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the *Client* (the "**Information Security Questionnaire**") at least annually or at the request by the *Client*. The *Consultant* shall provide the completed Information Security Questionnaire to the *Client* within one calendar month from the date of request.
- 6.2. The *Consultant* shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Client's Systems Environment. In relation to such Security Tests, the *Consultant* shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International),

or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Client's System Environment or (iii) at the request of the *Client* which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the *Client*. The *Consultant* shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The *Consultant* shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the *Client* in its absolute discretion.

- 6.3. The *Client* shall be entitled to send the Client's Representative to witness the conduct of any Security Test. The *Consultant* shall provide to the *Client* notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4. Where the *Consultant* provides code development services to the *Client*, the *Consultant* shall comply with the Client's Security Requirements in respect of code development within the Consultant's Systems Environment and the Client's Systems Environment.
- 6.5. Where the *Consultant* provides software development services, the *Consultant* shall comply with the code development practices specified in the Specification or in the Client's Security Requirements.
- 6.6. The *Client*, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the *Consultant*. If any Security Test identifies any non-compliance with the Client's Security Requirements, the *Consultant* shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the *Client* at its absolute discretion. The *Consultant* shall provide all such co-operation and assistance in relation to any Security Test conducted by the *Client* as the *Client* may reasonably require.
- 6.7. The *Client* shall schedule regular security governance review meetings which the *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1. Where the *Consultant* obtains, stores, processes or transmits payment card data, the *Consultant* shall comply with the PCI DSS.
- 7.2. The *Consultant* shall obtain and maintain up-to-date attestation of compliance certificates ("**AoC**") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("**SAQ**") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The *Consultant* shall provide the respective PCI Reports to the *Client* upon request within 10 Working Days of such request.
- 7.3. The *Consultant* shall notify the *Client* of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The *Consultant* shall, at its own expense, undertake those actions required in order to obtain

a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1. The *Consultant* shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Security Standards set out in Annex A and B of this Contract Schedule.
- 8.2. Notwithstanding the foregoing, the Client's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Client's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with Contract Schedule 18 (Contract Change Procedure). Where any such change constitutes an Operational Change, any change in the Client's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3. The *Consultant* shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Security Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1. The *Consultant* may require a nominated representative of the *Consultant* to join the Cyber Security Information Sharing Partnership on behalf of the *Consultant* during the Term, in which case the *Consultant's* nominated representative shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2. If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 9.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the *Consultant's* Risk Management Policy.

ANNEX A OF CONTRACT SCHEDULE 7 – CLIENT’S SECURITY POLICIES

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Personnel Security Policy
- d) Physical Security Policy
- e) Information Management Policy
- f) Email Policy
- g) Technical Vulnerability Management Policy
- h) Remote Working Policy
- i) Social Media Policy
- j) Forensic Readiness Policy
- k) Microsoft Teams recording and transcription policy.
- l) SMS Text Policy
- m) Privileged Users Security Policy
- n) Protective Monitoring Security Policy
- o) User Access Control Policy
- p) Security Classification Policy
- q) Cryptographic Key Management Policy
- r) HMG Personnel Security Controls – May 2018
(Published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- s) NCSC Secure Sanitisation of Storage Media
(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B OF CONTRACT SCHEDULE 7 - CLIENT'S SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) Security Standard Physical and Electronic Security (Part 1)
- d) SS-002 - PKI & Key Management
- e) SS-003 - Software Development
- f) SS-005 - Database Management System Security Standard
- g) SS-006 - Security Boundaries
- h) SS-007 - Use of Cryptography
- i) SS-008 - Server Operating System
- j) SS-009 - Hypervisor
- k) SS-010 - Desktop Operating System
- l) SS-011 - Containerisation
- m) SS-012 - Protective Monitoring Standard for External Use
- n) SS-013 - Firewall Security
- o) SS-014 - Security Incident Management
- p) SS-015 - Malware Protection
- q) SS-016 - Remote Access
- r) SS-017 - Mobile Devices
- s) SS-018 - Network Security Design
- t) SS-019 - Wireless Network
- u) SS-022 - Voice & Video Communications
- v) SS-023 - Cloud Computing
- w) SS-025 - Virtualisation
- x) SS-027 - Application Security Testing
- y) SS-028 - Microservices Architecture
- z) SS-029 - Securely Serving Web Content
- aa) SS-030 - Oracle Database
- bb) SS-031 - Domain Management
- cc) SS-033 – Patching
- dd) SS-036 – Secure Sanitisation and Destruction

CONTRACT SCHEDULE 8: CLIENT'S CODE OF CONDUCT

You can find the latest version of the Client's Code of Conduct published on: <https://www.gov.uk/government/publications/supplier-code-of-conduct> unless specified otherwise.

CONTRACT SCHEDULE 9: KEY PERFORMANCE INDICATORS

Appendix K – Key Performance Indicators

PART A – Performance Management and KPIs

Definitions

‘Performance Level’ is the target score for each Performance KPI detailed in Part B – Performance KPI Table.

‘Performance Failure’ means an occurrence where the Consultant has failed to meet or exceed the Performance Level.

‘Performance KPI’ means each individual KPI listed within Part B – Performance KPI Table.

Other defined terms are set out at Clause Z2 – Identified and defined terms.

1 Performance Levels

1.1 The objectives of the Performance KPIs and YELLOW/RED systems are to:

1.1.1 ensure that the Works as described and carried out in accordance with the Task Order and/or any Other Task Order meet the requirements of the Client and that each Task Order and/or any Other Task Order is administered in accordance with the provisions of that Task Order and/or any Other Task Order;

1.1.2 provide a mechanism whereby the Client can attain meaningful recognition of inconvenience resulting from the Consultant's failure to deliver the Works for which it has contracted to deliver and/or administer the Task Order and/or any Other Task Order (as applicable) in accordance with the provisions of that Task Order and/or any Other Task Order (as applicable); and

1.1.3 incentivise the Consultant to meet and exceed the requirements set out in a Task Order and/or any Other Task Order (as applicable) and to remedy any Performance Failure expeditiously.

1.2 Without prejudice to the Client's other rights and remedies under this Call Off Agreement, if the level of performance of the Consultant during a Service Quarter:

1.2.1 Achieves or exceeds the Performance Level in respect of each Performance KPI, no Performance Failure will accrue to the Consultant in respect of that Performance KPI; or

1.2.2 is below the Performance Level in respect of each KPI, a KPI Performance Failure will accrue to the Consultant in respect of that Performance KPI.

1.2.3 the Client (with input from the Consultant) will review and record the Performance Level each Service Quarter from the DWP Project Management System(s) and from the minutes of the quarterly KAM and populate a Client template for the Consultant's "Performance Management Record of Achievement".

2 Performance Failures

2.1 if the level of performance of the Consultant during a Service Quarter:

2.1.1 is below the Performance Level in respect of each element of Performance, a 'Performance Failure' will accrue to the Consultant in respect of that Performance KPI.

3 KPI 'Honeymoon period'

3.1 For the initial 3 month period, a shadow arrangement will be used where KPI performance measures are expected to be reported, but no Yellow/Red score system will apply.

3.2 The Consultant is expected to utilise the time provided within the initial 3 month period to:

3.2.1 Implement suitable processes to capture KPI performance measures;

3.2.2 Provide feedback to the Client on areas where performance measures could be adapted to better reflect satisfactory performance (which the Client may accept or reject);

4 Performance Monitoring Reports

4.1 Within twenty (20) Business Days of the end of each Service Quarter, the Consultant shall provide a Performance Monitoring Report to the Client. The Performance Monitoring Report shall be in the format agreed between the Parties and shall contain, as a minimum, the following information in relation to aggregate Task Order and/or any Other Task Order in respect of the Service Quarter just ended:

4.1.1 a scorecard summarising the Consultant's level of performance in relation to each Performance Level and setting out the detail in relation to the underlying figures;

4.1.2 Project level reporting on all active projects within the Service Quarter;

4.1.3 a summary of all Performance Failures that occurred during the Service Quarter;

4.1.4 A summary of previous quarters' performance;

4.1.5 for any Performance Failure, the cause of the fault and any action being taken to reduce the likelihood of recurrence;

- 4.1.6 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 4.1.7 the number of Performance Failures in that Service Quarter and in the preceding Quarters;
 - 4.1.8 the progress of any performance Improvement plan previously agreed;
 - 4.1.9 a rolling total of the number of Performance Failures that have occurred; and
 - 4.1.10 such other details as the Client may reasonably require from time to time.
- 4.2 The draft Performance Monitoring Report shall be reviewed and its contents agreed by the parties at the Performance Review Meeting which immediately follows the issue of such report, any Performance Level failures will be discussed at these forum's and discussions formally noted in the minutes.
- 4.3 The parties shall attend Performance Review Meetings in each Service Quarter (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Consultant and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall take place at a date and time agreed by the Consultant and Client in the Service Quarter following the Service Quarter to which the Performance Monitoring Report pertains and shall be fully minuted.
- 4.4 The Consultant shall provide to the Client such supporting documentation as the Client may reasonably require in order to verify the level of the performance by the Consultant and the calculations of the number of Performance Failures for any specified period.
- 4.5 If the Consultant fails to provide any Performance Monitoring Report in accordance with this paragraph 4 then it shall receive a RED Score.

5 Net Performance Effects

- 5.1 'Net Performance Failures' are calculated as the number of Performance Failures accrued within the Service Quarter.
- 5.2 The threshold for Performance Pass/Failure allocated to each KPI (and the method of measurement and collection) are detailed within Part B (Performance KPI Table).
- 5.3 A YELLOW Score will be recorded where:
- 5.3.1 In any Service Quarter, where the Consultant fails to meet the Performance Level for two Performance KPIs; or
 - 5.3.2 the Consultant fails to meet the Performance Level for two consecutive Quarters for one Performance KPI (which may be different KPIs across the two quarters).

5.4 A RED Score will be recorded where:

5.4.1 In any Service Quarter, where the Consultant fails to meet the Performance Level for three or more Performance KPIs; or

5.4.2 the Consultant is below the Performance Level for three consecutive Quarters for the same Performance KPI; or

5.4.3 the Consultant is below the Performance Level for two or more KPIs (regardless if these are the same KPIs or different KPIs) for two consecutive quarters;

6 Effects of a YELLOW Score

6.1 Where a Consultant receives a YELLOW score in any Service Quarter, then:

6.1.1 The Consultant is expected to provide a Continuous Improvement Plan ("CIP") within 10 working days of the Performance Monitoring Meeting;

- (i) The CIP will be discussed, agreed and recorded between the Client's Supply Chain Manager and an appropriate representative from the supplier;

7 Effects of a RED Score

7.1 Where a Consultant receives a RED score in any Service Quarter, then:

7.1.1 The Consultant is expected to provide a Performance Improvement Plan ("PIP") within 10 working days of the Performance Monitoring Meeting;

- (i) The PIP will be discussed, agreed and recorded between the Client's Senior Representative and the Account Director as described within the Improvement Plan process, with an acknowledgement that a failure to improve performance will give the Client the right to trigger the termination process;

7.1.2 The Client may suspend the Consultant from receiving further Task Orders on live projects, until an Improvement Plan has been received and agreed to by the Client, and the Consultant has demonstrated that improvements have been carried out to their processes, people, or operating structure, that give the Client the confidence that issues will not re-occur;

7.1.3 Where the Consultant is on a single Consultant arrangement, the Client may award anticipated Task Orders or work to a different Consultant via an alternative Procurement route.

8 Improvement Plan Process

8.1 An Improvement Plan is the plan to address the impact of and prevent the reoccurrence of performance by the Consultant where the Consultant has received a YELLOW or RED score;

- 8.2 Where the Consultant has received a YELLOW or RED score, the Consultant submits to the Client a draft Improvement Plan and the Client reviews it as soon as possible and in any event within 10 Working Days (or such other period as the Parties agree) of the monthly performance meeting or, if later, the date of service of the Improvement Notice.
- 8.3 The Consultant submits a draft Improvement Plan even if it disputes the performance rating in the previous month.
- 8.4 The draft Improvement Plan sets out:
- 8.4.1 full details of the areas where the Consultant failed to meet the target performance target; and
 - 8.4.2 details of any root causes identified; and
 - 8.4.3 the steps the Consultant proposes to take to rectify and improve the performance of these KPIs and to prevent any issues from recurring, including timescales for such steps; and
 - 8.4.4 the person(s) who will undertake any actions.
- 8.5 The Consultant provides the Client with such additional information or documentation as the Client reasonably requires.
- 8.6 The Client notifies the Consultant that:
- 8.6.1 it agrees the draft Improvement Plan; or
 - 8.6.2 it rejects the draft Improvement Plan because it is inadequate, for example because it is not detailed enough to evaluate, will take too long to complete, will not prevent reoccurrence of the Red or Amber markings it was drafted to improve or is otherwise unacceptable to the Client. Where the Client does so it shall set out its reasons for doing so.
- 8.7 Where the Client accepts the Improvement Plan, the draft Improvement Plan becomes either the Continuous Improvement Plan or Performance Improvement Plan, dependent on whether the YELLOW or RED score process has been reached, and:
- 8.7.1 The Consultant immediately implements the actions in the Improvement Plan.
- 8.8 Where the Client rejects the draft Improvement Plan the Consultant resubmits its draft Improvement Plan taking into account the Client's comments within 5 Working Days of notice that the Client rejects the preceding Improvement Plan.

9 Termination Rights for Performance Failure

- 9.1 If the Consultant fails:

- 9.1.1 to submit a draft Improvement Plan to the Client as required by this Contract Schedule or the wider Call Off Contract; or
- 9.1.2 to submit a draft Improvement Plan which the Client acting reasonably approves; or
- 9.1.3 to implement an Improvement Plan agreed by the Parties by the date of rectification stipulated in the Improvement Plan; or
- 9.1.4 to improve performance, such that, following implementation of a previous Improvement Plan, a Consultant has received a RED score for the same (or substantially the same) root cause; or
- 9.1.5 to improve performance, such that the Consultant has received a third RED Score within the Call Off Agreement period; or
- 9.1.6 The Consultant has failed to meet the performance threshold for a performance KPI for four consecutive quarters;

then the Consultant shall be deemed to have substantially failed to comply with his obligations and such default shall be deemed not to be capable of being put right and, without prejudice to any other right or remedy of the Client, the Client may:

- (i) suspend the instruction of any new Tasks that may be required and provision of associated Task Orders (and for the avoidance of doubt the Client may procure provision of such Tasks from third parties); and/or
- (ii) terminate the Consultant's obligation to Provide the Services. If the Client decides to terminate the services under these circumstances, then the reason for termination within the this Call Off Agreement shall be agreed as operating under clause 91.2, reason r11 (substantially failed to comply with its obligations) of the underlying NEC4 Professional Services Contract terms. The notice of the default will be considered to have been served as part of the service improvement process.

10 Changes to KPIs

10.1 The Client may (acting reasonably):

10.1.1 change the required Performance Level of one or more of Performance KPIs; and/or

10.1.2 change one or more of the Performance KPIs,

and the Consultant shall not be entitled to object to, or increase the Prices, as a result of such changes provided that:

- (i) the Client gives the Consultant at least one (1) Service Quarter's notice (or such shorter notice period as may be agreed with the Consultant); and
- (ii) it is reasonable to make such changes, including (without limitation) where:
 - (A) it becomes apparent that a Performance KPI is failing to accurately capture the required output; and/or
 - (B) where it is necessary to reflect changes in the Client's business requirements and/or priorities; and/or
 - (C) where it is necessary to reflect changing industry standards.
 - (D) Where a Performance KPIs is changed in accordance with paragraph **Error! Reference source not found.**, the change shall be effective from the expiry of the notice referred to in paragraph **Error! Reference source not found.**, or such later date as the parties may agree.

PART B – Performance Services KPIs

CON

Estates Multi-Disciplinary Professional Services Key Performance Indicators

KPI number	Explanation	Monitoring Method/Metrics	Area/Type of Performance Measure	Suggested Monitoring Period	Measurement system	How to calculate	Performance Level (Target Score)	Service Failure Trigger Point
KPI 01	<p>Delivery to each latest agreed Programme Schedule.</p> <p>Client and Consultant agree resource and timelines on CEMAR which includes: Client requirements (Client) Quote/resource model (Consultant) Agreement (Both)</p>	<p>1. Measured by the completion of all activities at each RIBA Stage to be in accordance with the agreed project schedule.</p> <p>2. Measured by the delivery of design activities to be on time and in full within agreed schedules</p> <p>3. Measured by the production of the Project Award Pack in line with the agreed programme</p> <p>4. For non-RIBA (Ad Hoc) projects would be</p>	Time /Operational / Critical	Quarterly	DWP's Project Management system	<p>1) Number of Early Completions</p> <p>2) Number of Completions on Schedule</p> <p>3) Number of delayed Completions but within 1 working days of forecast completion date in latest accepted programme</p> <p>4) Number of delayed</p>	95% - All completions in the reporting period are early and/or on schedule.	More than 5%. completions in the reporting period are more than 1 working day late of the forecast completion date

	Parties) Task Order issued by CEMAR as an instruction to carry out the agreed works.	measured by the completion of the entire Task Order, recorded in CEMAR (if they are NEC Contracts)				Completions which are more than 1 working days beyond the forecast completion date		
KPI 02	Accuracy of Cost Management Information	1) Delivery of Pre-Tender Estimate against the Contractors Proposal within + / - 10% variance (IPA Cost Estimating Guide) 2) Delivery and maintenance of Compensation Events within project contingency fund	Cost / Moderate	Quarterly	DWP Project Manager / DWP Supply Chain Manager (SCM)	Number of Contractors Proposals (CP) within + / - 10% variance of the initial Pre-Tender Estimate (PTE)	90% cost management variances issues between PTE and CP	>90% of PTE and CP variances

KPI 03	Provision of complete, accurate (missing) and up to date information input into the Client's Project Management monitoring systems The "key entries" would be that the required information to pass each RIBA Stage Gate Sign Off within Client's Project Management monitoring system (currently PACE>).	Measured by the delivery of quality information - all programme and project information should be accurate, complete & uploaded onto the Departments Project Management Information system within 5 working days timeframes.	Quality / Moderate	Quarterly	DWP Project Manager / DWP Supply Chain Manager	Number of projects where errors exist or data is incomplete from the project record	90% have no errors existing or data is in complete	>90% of data quality issues in the reporting period
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KPI 04	Demonstrate Management of Health & Safety and Compliance, with CDM Regulations, as applicable to the Call Off Appointment.	Measured as the: 1) Number of: • On site (where applicable) Health and Safety inspections carried out • Actions raised and closed out within the defined timescale • Good practices reported. 2) Number of PCI packs distributed within the defined timescale. 3) Number of: • CPPs reviewed within the defined timescale • Issues found and reported back to the Client/Principal Contractor.	Quality / Critical	Quarterly	Presentation at quarterly KAM / H&S meetings	Consultant to provide detail in a relevant reporting period of any activity to support DWP in their Health & Safety Policy.	Presentation provided at every quarterly KAM meeting and approved / rejected by DWP Senior Managers and the Consultant before the KAM, if rejected then strategic discussion at KAM.	Failure to provide approved report to KAM
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KPI 05	<p>Social Value</p> <p>Requirement to support one of DWP Social Value agenda's key priorities - Tackling economic inequality.</p> <p>Demonstration of an ongoing commitment to delivering social value through the professional services contract.</p>	<p>1. Measured as the production of your 'Social Value (SV) Method Statement' within the time proposed in your bid response.</p> <p>2. Measured as the presentation at the quarterly DWP Social Value meetings throughout the contract term, to demonstrate your Organisations ongoing commitment and impact towards the DWP's Social Value agenda as outlined in Annex L - Clients Statement of Requirements. This should include demonstrable outcomes, impacts to DWP, feedback, measurements against identified metrics, feedback and improvements to be identified by successful bidder(s) in the tender process, this KPI will be amended accordingly.</p> <p>3. Measured at the quarterly DWP Social Value meetings as to how you have influenced staff,</p>	Social Value / Minor	Quarterly	Presentation at quarterly KAM/SV meetings	<p>1) Consultant to provide detail in a relevant reporting period of any activity to support DWP in their Social Value Policy.</p> <p>2) Milestones (deliverables) regarding achievement of the Consultants proposed target will be reported upon annually.</p>	<p>Presentation provided at every quarterly KAM meeting and approved / rejected by DWP Senior Managers and the Consultant before the KAM, if rejected then strategic discussion at KAM.</p>	Failure to provide approved report to KAM
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		<p>suppliers, customers and communities through the delivery of the contract to support the Policy Outcomes, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p> <p>4. The Consultant will on an annual basis (beginning at year 1) propose and provide measurable SV deliverables that will be achieved in the following year, to be reported on whether achieved or not confirmed at the KAM.</p>						
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CALCULATION:
The number of Performance Failures are collected at the end of each quarter (issues during a project are handled using NEC mechanisms) and overall pass/fails are reviewed on a quarterly basis. Please see Schedule K Part A

Section 5 for details on when Yellow/Red scores will be issued.

The Client intends to use data from its preferred reporting platform (currently Pace) as a data source to enable measurement of KPI01 - 03 performance metrics. Failure to accurately complete the requisite data fields to enable accurate performance measurement will be deemed a failure.

KPI 04 & 05 will be reviewed at quarterly KAM meetings.

PART C – SUPPLEMENTARY - Examples of Performance Management YELLOW/RED scoring Mechanisms

KPI PERFORMANCE MANAGEMENT PROCESS - EXAMPLE 1 - CONTINUING FAILURE ON A KPI

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS					
KPI 02	Cost Management Information	90%		FAIL					
KPI 03	Provision of Information	90%		PASS					
KPI 04	Health & Safety	Presentation to KAM		PASS					
KPI 05	Social Value	Presentation to KAM		PASS					
			ALL PASSED	1 FAIL					
Total									
Red/Yellow Score Issued in Quarter									

End of Q2 - The Consultant failed KPI02. Whilst not being issued a YELLOW score, the Consultant would be expected to discuss the issues at the Service Quarter's Performance Review Meeting. In this instance the Consultant should be mindful that a failure on any KPI in the next quarter will result in a YELLOW score.

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS	PASS				
KPI 02	Cost Management Information	90%		FAIL	FAIL				
KPI 03	Provision of Information	90%		PASS	PASS				
KPI 04	Health & Safety	Presentation to KAM		PASS	PASS				
KPI 05	Social Value	Presentation to KAM		PASS	PASS				
Total			ALL PASSED	1 FAIL	1 FAIL				
Red/Yellow Score Issued in Quarter									

End of Q3 - The Consultant failed same KPI and issued a YELLOW score, agree a Continuous Improvement Plan in the review meeting for performance improvement.

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS	PASS	PASS			
KPI 02	Cost Management Information	90%		FAIL	FAIL	FAIL			
KPI 03	Provision of Information	90%		PASS	PASS	PASS			
KPI 04	Health & Safety	Presentation to KAM		PASS	PASS	PASS			
KPI 05	Social Value	Presentation to KAM		PASS	PASS	PASS			
Total			ALL PASSED	1 FAIL	1 FAIL	1 FAIL			
Red/Yellow Score Issued in Quarter									

End of Q4 - The Consultant has failed the same KPI and issued a RED score. Performance Improvement Plan issued and agreed. This may mean suspension from the award of more Task Orders until the Consultant can evidence improvement (eg implement a suitable improvement plan and demonstrate that performance has improved as a result). The Client may source a different consultant via an alternative procurement route.

KPI PERFORMANCE MANAGEMENT PROCESS - EXAMPLE 2 – FAILURE OF DIFFERENT KPIs IN CONSECUTIVE QUARTERS

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>							
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS						
KPI 02	Cost Management Information	90%		FAIL						
KPI 03	Provision of Information	90%		PASS						
KPI 04	Health & Safety	Presentation to KAM		PASS						
KPI 05	Social Value	Presentation to KAM		PASS						
Total			ALL PASSED	1 FAIL						
Red/Yellow Score Issued in Quarter										

End of Q2 - Consultant failed KPI02. The Consultant would be expected to discuss the issues at the Service Quarter's Performance Review Meeting. In this instance, the Consultant should be mindful that a failure on any KPI in the next quarter will result in a YELLOW score.

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS	FAIL				
KPI 02	Cost Management Information	90%		FAIL	PASS				
KPI 03	Provision of Information	90%		PASS	PASS				
KPI 04	Health & Safety	Presentation to KAM		PASS	PASS				
KPI 05	Social Value	Presentation to KAM		PASS	PASS				
			ALL PASSED	1 FAIL	1 FAIL				
Total									
Red/Yellow Score Issued in Quarter									

End of Q3 - The Consultant improved performance on KPI 2 but failed KPI 1. As they now have two performance failures in consecutive quarters, a YELLOW score is issued. A Continuous Improvement Plan will need to be produced and implemented by the Consultant.

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement (To be completed by the Client's Supply Chain Manager)						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS	FAIL	PASS			
KPI 02	Cost Management Information	90%		FAIL	PASS	FAIL			
KPI 03	Provision of Information	90%		PASS	PASS	PASS			
KPI 04	Health & Safety	Presentation to KAM		PASS	PASS	PASS			
KPI 05	Social Value	Presentation to KAM		PASS	PASS	PASS			
			ALL PASSED	1 FAIL	1 FAIL	1 FAIL			
Total									
Red/Yellow Score Issued in Quarter									

End of Q4 - The Consultant has improved performance on KPI 1 but has failed another KPI in the subsequent quarter. The Consultant is issued another YELLOW score and a further Continuous Improvement Plan will need to be produced and implemented. If there are further failures in the following quarter the Supply Chain Manager will review the root causes etc and issue a RED card if deemed appropriate.

KPI PERFORMANCE MANAGEMENT PROCESS - EXAMPLE 3 - MULTIPLE KPI FAILURES (2)

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>							
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS						
KPI 02	Cost Management Information	90%		FAIL						
KPI 03	Provision of Information	90%		PASS						
KPI 04	Health & Safety	Presentation to KAM		FAIL						
KPI 05	Social Value	Presentation to KAM		PASS						
Total			ALL PASSED	2 FAIL						
Red/Yellow Score Issued in Quarter										

End of Q2 - The Consultant has failed to meet two Performance Levels and is issued a Yellow Score. A Continuous Improvement Plan would need to be produced and implemented.

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS	PASS				
KPI 02	Cost Management Information	90%		FAIL	FAIL				
KPI 03	Provision of Information	90%		PASS	PASS				
KPI 04	Health & Safety	Presentation to KAM		FAIL	FAIL				
KPI 05	Social Value	Presentation to KAM		PASS	PASS				
Total			ALL PASSED	2 FAIL	2 FAIL				
Red/Yellow Score Issued in Quarter									

End of Q3 - The Consultant has failed to meet two Performance Levels for another quarter. The Consultant is now issued a RED score. A RED score would mean the suspension from further Task Orders being awarded until an Performance Improvement Plan has been implemented successfully. There is a risk of termination if the Consultant's Performance fails to improve.

KPI PERFORMANCE MANAGEMENT PROCESS - EXAMPLE 4 MULTIPLE KPI FAILURES IN A QUARTER (3+)

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>							
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	PASS						
KPI 02	Cost Management Information	90%		FAIL						
KPI 03	Provision of Information	90%		FAIL						
KPI 04	Health & Safety	Presentation to KAM		FAIL						
KPI 05	Social Value	Presentation to KAM		PASS						
Total			ALL PASSED	3 FAIL						
Red/Yellow Score Issued in Quarter										

End of Q2 - The Consultant failed to meet three Performance Levels within the service quarter. The Consultant is issued a RED score and may not be allocated further Task Orders until a Performance Improvement Plan has been agreed, implemented and evidenced to show an improvement in the Consultant's performance.

KPI PERFORMANCE MANAGEMENT PROCESS - EXAMPLE 5 - INFREQUENT FAILURES

PERFORMANCE MANAGEMENT RECORD OF ACHIEVEMENT			On-Going Record of Achievement <i>(To be completed by the Client's Supply Chain Manager)</i>						
KPI number	Explanation	Target Score	YEAR - 24/25				YEAR - 25/26		
			Q1	Q2	Q3	Q4	Q1	Q2	Q3
KPI 01	Delivery to Programme Schedule	95%	'honeymoon' period	FAIL	PASS	FAIL			
KPI 02	Cost Management Information	90%		PASS	PASS	PASS			
KPI 03	Provision of Information	90%		PASS	PASS	PASS			
KPI 04	Health & Safety	Presentation to KAM		PASS	PASS	PASS			
KPI 05	Social Value	Presentation to KAM		PASS	PASS	PASS			
Total			ALL PASSED	1 FAIL	ALL PASSED	1 FAIL			
Red/Yellow Score Issued in Quarter									

End of Q4 - Consultant failed KPI 1 before improving and then failed again in Q3. Whilst not being issued a YELLOW score, the Consultant would be expected to discuss the issues at the Service Quarter's Performance Review Meeting. In this instance, the Consultant should be mindful that a failure on any KPI in the next quarter will result in a YELLOW score.

CONTRACT SCHEDULE 10: FINANCIAL DISTRESS

1. Definitions

1.1. In this Contract Schedule 10 the following definitions apply:

"**Credit Rating Threshold**" means the minimum credit rating level for the *Consultant* as set out in Annex 1;

"**Financial Distress Event**" means the occurrence or one or more of the events listed in this Schedule 10;

"**Financial Distress Service Continuity Plan**" means a plan setting out how the *Consultant* will ensure the continued performance in accordance with this Call Off Agreement in the event that a Financial Distress Event occurs;

"**Rating Agency**" means Dun & Bradstreet Limited and any other rating agency appointed by Crown Commercial Services for RM6165 (Construction Professional Services).

2. Credit rating and duty to notify

2.1 The *Consultant* warrants and represents to the *Client* for the benefit of the *Client* that as at the Contract Date the long-term credit ratings issued for the *Consultant* by the Rating Agency.

2.2 The *Consultant* promptly notifies (or procures that its auditors promptly notify) the *Client* and the *Service Manager* if there is any significant downgrade in the credit rating issued by the Rating Agency for the *Consultant* (and in any event within seven days from the occurrence of the downgrade).

2.3 If there is any downgrade credit rating issued by any Rating Agency for the *Consultant*, the *Consultant* ensures that the *Consultant's* auditors thereafter provide the *Client* or the *Service Manager* within 14 days of a written request by the *Client* or the *Service Manager* with written calculations of the quick ratio for the *Consultant* at such date as may be requested by the *Client* or the *Service Manager*. For these purposes the "quick ratio" on any date means:

Where

A. is the value at the relevant date of all cash in hand and at the bank of the *Consultant*

B. is the value of all marketable securities held by the *Consultant* determined using closing prices on the working day preceding the relevant date

C. is the value at the relevant date of all account receivables of the *Consultant* and

D. is the value at the relevant date of the current liabilities of the *Consultant*.

2.4 The *Consultant*:

2.4.1. regularly monitors the credit ratings of the *Consultant* with the Rating Agencies; and

2.4.2. promptly notifies (or shall procure that its auditors promptly notify) the *Client* and the *Service Manager* following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, shall ensure that such notification is made within 14 days of the

date on which the *Consultant* first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 2.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph, the credit rating of the *Consultant* shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the *Consultant* at or below the applicable Credit Rating Threshold.

3. Consequences of a financial distress event

3.1. In the event of:

- 3.1.1. the credit rating of the *Consultant* dropping below the applicable Credit Rating Threshold;
- 3.1.2. the *Consultant* issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the *Consultant*;
- 3.1.4. the *Consultant* committing a material breach of covenant to its lenders;
- 3.1.5. a Subcontractor notifying the *Client* that the *Consultant* has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute; or
- 3.1.6. any of the following:
 - a. commencement of any litigation against the *Consultant* with respect to financial indebtedness or obligations under this Call Off Agreement;
 - b. non-payment by the *Consultant* of any financial indebtedness; any financial indebtedness of the *Consultant* becoming due as a result of an event of default;
 - c. the cancellation or suspension of any financial indebtedness in respect of the *Consultant* in each case which the *Client* or the *Service Manager* reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the *Consultant* in accordance with this Call Off Agreement;

then, immediately upon notification of the Financial Distress Event (or if the *Client* or the *Service Manager* becomes aware of the Financial Distress Event without notification and brings the event to the attention of the *Consultant*), the *Consultant* shall have the obligations and the *Client* shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

3.2. The *Consultant*:

- 3.2.1. at the request of the *Client* meets the *Client* and the *Service Manager* as soon as reasonably practicable (and in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this Call Off Agreement; and

- 3.2.2. where the *Client* or the *Service Manager* reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the *Consultant's* continued performance in accordance with this Call Off Agreement:
- a. submits to the *Client* and the *Service Manager* for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing); and
 - b. provides such financial information relating to the *Consultant* as the *Client* or the *Service Manager* may reasonably require.
- 3.3. The *Client* and the *Service Manager* do not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the *Client* and/or the *Service Manager* do not approve the draft Financial Distress Service Continuity Plan, the *Client* and/or the *Service Manager* inform the *Consultant* of the reasons and the *Consultant* takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the *Consultant* resubmits to the *Client* and the *Service Manager* within seven days of the rejection of the first or subsequent (as the case may be) drafts. This process is repeated until the Financial Distress Service Continuity Plan is approved by the *Client* and/or the *Service Manager* or referred to the dispute resolution procedure.
- 3.4. If the *Client* and/or the *Service Manager* consider that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the *Client* and/or the *Service Manager* may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.
- 3.5. Following approval of the Financial Distress Service Continuity Plan by the *Client* or the *Service Manager*, the *Consultant*:
- 3.5.1. reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Call Off Agreement;
 - 3.5.2. where the Financial Distress Service Continuity Plan is not adequate or up to date in, submits an updated Financial Distress Service Continuity Plan to the *Client* and the *Service Manager* for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - 3.5.3. complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.6. Where the *Consultant* reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the *Consultant* notifies the *Client* and the *Service Manager* and subject to the agreement of the *Client* and/or the *Service Manager*, the *Consultant* is relieved of its obligations under paragraph 3.

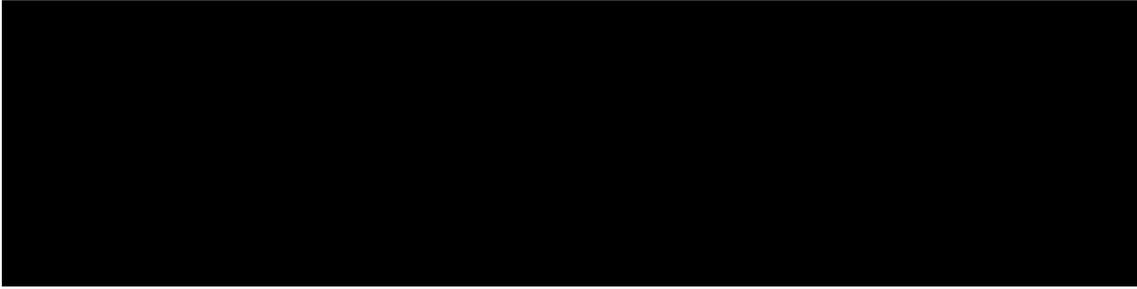
4. Termination rights

- 4.1. The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) if:
 - 4.1.1. the *Consultant* fails to notify the *Client* and the *Service Manager* of a Financial Distress Event in accordance with paragraph 2.2;
 - 4.1.2. the *Client* and the *Service Manager* fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3 and/or
 - 4.1.3. the *Consultant* fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

5. Primacy of credit ratings

- 5.1. Without prejudice to the *Consultant's* obligations and the *Client's* rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 5.1.1. the *Consultant* is relieved automatically of its obligations under paragraph 3 and
 - 5.1.2. the *Client* is not entitled to require the Consultant to provide financial information in accordance with paragraph 2.3.

ANNEX 1 OF CONTRACT SCHEUDLE 10 - CREDIT RATINGS & CREDIT RATING THRESHOLDS



CONTRACT SCHEDULE 11: CYBER ESSENTIALS

CYBER ESSENTIALS SCHEME

1. DEFINITIONS

1.1 In this Contract Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: https://www.ncsc.gov.uk/cyberessentials/overview
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the Consultant as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the <i>Consultant's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. CYBER ESSENTIALS OBLIGATIONS

- 2.1 Where the Statement of Requirements and Scope requires that the *Consultant* provide a Cyber Essentials Certificate prior to the execution of the *service* the *Consultant* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *service* the *Consultant* delivers to the *Client* evidence of the same. Where the *Consultant* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *service* under any contract until such time as the *Consultant* has evidenced to the *Client* its compliance with this paragraph 2.1.
- 2.2 Where the *Consultant* continues to Process Cyber Essentials Scheme Data during the carrying out of the *service* the *Consultant* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Consultant* under paragraph 2.1.
- 2.3 Where the *Consultant* is due to Process Cyber Essentials Scheme Data after the commencement of the *service* but before completion of the *service* the *Consultant* delivers to the *Client* evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the *Consultant* Processes any such Cyber Essentials Scheme Data; and
- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Consultant* under paragraph 2.1.

- 2.3.3 In the event that the *Consultant* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this Call Off Agreement for material Default.
- 2.4 The *Consultant* ensures that all sub-contracts with Sub-Consultants who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the *Consultant* under this Call Off Agreement in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Contract Schedule.
- 2.5 This Contract Schedule shall survive termination or expiry of this Call Off Agreement.

CONTRACT SCHEDULE 12: NOT USED

CONTRACT SCHEDULE 13: NOT USED

CONTRACT SCHEDULE 14: TEMPLATE FORM OF COLLATERAL WARRANTY IN FAVOUR OF A BENEFICIARY

PART 1 - CONSULTANT COLLATERAL WARRANTY

THIS AGREEMENT is made on: []

BETWEEN:

- (1) **[NAME OF CONSULTANT]** (**COMPANY NUMBER**) whose registered office is at **[REGISTERED OFFICE ADDRESS]** ("**Consultant**"); and
- (2) **[NAME OF BENEFICIARY]** (**COMPANY NUMBER**) whose registered office is at **[REGISTERED OFFICE ADDRESS]** ("**Beneficiary**" which term includes its legal successors and permitted assignees).

BACKGROUND:

- A The Client has engaged the Consultant to perform the Services in relation to the Project.
- B The Beneficiary, as **[NATURE OF BENEFICIARY'S INTEREST]**, has an interest in the Project.
- C The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- D The Consultant has agreed to enter into this agreement with the Beneficiary, for the benefit of the Beneficiary.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day	is any day other than a Saturday, Sunday or public holiday in England and Wales.
CDM Regulations	the Construction (Design and Management) Regulations 2015 (SI 2015/51).
Client	The Secretary of State for Work and Pensions acting as part of the Crown.
Construction Products Regulations	UK Construction Products Regulations 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
Deleterious	any materials that do not comply with the guidelines and recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (as it may be updated from time to time), or any other material that does not comply with any current relevant British Standard, relevant code of practice and good building practice current at the relevant time or

is otherwise generally known or considered in the construction industry at the relevant time as:

- a. posing a threat to the health and safety of any person; or
- b. posing a threat to the durability, structural stability, performance or physical integrity of the Project or any part or component of the Project; or
- c. having been supplied or placed on the market in breach of the Construction Products Regulations.

Funder a person that has provided, or is to provide, finance in connection with:

- a. the whole or any part of the Project or the completed Project; or
- b. the site of the Project,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

Group in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Material all [designs,] drawings, models, plans, [specifications, design details,] photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, [designs,] or inventions incorporated or referred to in them for any purpose relating to the Project.

Permitted Uses without limitation the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.

Professional Appointment An agreement in writing dated [DATE] between the Client and the Consultant.

Programme the programme, defined in the Professional Appointment.

Project [DESCRIPTION OF PROJECT].

Property [DESCRIPTION OF PROPERTY].

Required Standard all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services in relation to projects of a similar size, scope, complexity and character to the Project.

Services the services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

Third Party Agreement any agreement between the Client and a third party relating to the Project and of which:

- a. a copy, or relevant extract, is attached at [REFERENCE] to the Professional Appointment; or
- b. the Client notifies the Consultant in writing after the date of the Professional Appointment [enclosing a copy or relevant extracts].

UK Construction Products Regulations 2011 the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** does not include fax or email.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing

shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

- 1.15 [Unless otherwise expressly provided, the obligations and liabilities of [the persons forming the] [PARTIES] under this agreement are joint and several.]
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 CONSIDERATION

In consideration of the Consultant carrying out its obligations under this Agreement, the Beneficiary shall pay the sum of one pound (£1.00) to the Consultant, receipt which is hereby acknowledged.

3 COMPLY WITH PROFESSIONAL APPOINTMENT

3.1 The Consultant warrants to the Beneficiary that

3.1.1 it has complied, and shall continue to comply, with its obligations under the Professional Appointment, including its obligations to:

- (a) carry out and fulfil, in all respects, the duties of a designer and principle designer, including those under the CDM Regulations;
- (b) not, without the Client's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved; and
- (c) act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Project.

3.1.2 it has exercised and shall continue to exercise the Required Standard:

- (a) when performing the Services;
- (b) note to specify for use anything in the Project, which is Deleterious at the time of specification to the extent relevant to the *Consultant's* agreed scope of Services;
- (c) to comply with (and ensure the completed Services comply with) any Act of Parliament and any instrument, rule or order made under any Act of Parliament;
- (d) to comply with (and ensure the completed Services comply with) any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected;
- (e) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project; and
- (f) to ensure that the Services comply with all planning agreements, permissions and conditions.

- 3.2 In connection with any claim brought by the Beneficiary in connection with this agreement, the Consultant shall owe no greater obligation or liability to the Beneficiary under this agreement than it owes to the Client under the Professional Appointment. In proceedings for breach of Clause 3.1, the Consultant may:
- 3.2.1 rely on any limit of liability or other term of the Professional Appointment; and
 - 3.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).
- 3.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished or otherwise affected by:
- 3.3.1 any approval or inspection of:
 - (a) the Property; or
 - (b) the Project; or
 - (c) any designs or specifications for the Property or the Project; or
 - 3.3.2 any testing of any work, goods, materials, plant or equipment; or
 - 3.3.3 any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Client.
- 3.4 Nothing in this agreement shall in any way limit or affect any other rights or remedies (whether under contract, at law, in equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this agreement.

4 COPYRIGHT

- 4.1 The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Property, including any of the Permitted Uses.
- 4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
- 4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.
- 4.4 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

5 PROFESSIONAL INDEMNITY INSURANCE

- 5.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £2 million in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one annual period of insurance and except for claims arising out of fire safety/cladding claims where a lower level may apply of £1 million for fire safety/cladding claims in the aggregate in any one period. The Consultant shall maintain that professional indemnity insurance:
- 5.1.1 with reputable insurers lawfully carrying on insurance business in the European Union;
- 5.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market, and
- 5.1.3 on terms that:
- (a) where said terms and conditions include any term or condition to the effect that any insured must discharge any liability (for example, an insurance excess) before being entitled to recover from the insurers, the Consultant will be liable for the costs to discharge any liability, including but not limited to insurance excess or administrative fees; and
 - (b) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.
- 5.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 5.3 The Consultant shall immediately inform the Beneficiary if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates, so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Property, without that insurance.
- 5.4 The Consultant shall fully co-operate with any measures reasonably required by the Beneficiary, including:
- 5.4.1 completing any proposals for insurance and associated documents; or
- 5.4.2 maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Consultant for the net cost of that insurance above commercially reasonable rates.
- 5.5 Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant's insurers or brokers confirming:
- 5.5.1 the Consultant's then current professional indemnity insurance; and
- 5.5.2 that the premiums for that insurance have been paid in full at the date of that letter.

6 LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Consultant under this agreement after 12 years from the date of practical completion of all of the Services.

7 ASSIGNMENT

7.1 The Beneficiary may assign the benefit of this agreement:

7.1.1 on two occasions to any person with an interest in the Project; and

7.1.2 without counting as an assignment under clause 7.1.1:

- (a) by way of security to a funder (including any reassignment on redemption of security); or
- (b) to a member of its Group for so long as that company remains a member of its Group. The Beneficiary shall procure that such company assigns such rights back to it or to such other member of its Group as it may nominate immediately before that company ceases to be a member of its Group.

7.2 The Beneficiary shall notify the Consultant of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee only or otherwise is not the original Beneficiary or because the loss or damage suffered has been suffered by such person only and not by the original Beneficiary, or because such loss is different from that which would have been suffered by the original Beneficiary.

8 NOTICES

8.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or email address or DX number given in this agreement or as otherwise notified in writing to [the OR each] other party.

8.2 This Clause 8.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

8.2.1 if delivered by hand, at the time the notice is left at the address;

8.2.2 if sent by pre-paid first class post or other next working day delivery service providing proof of postage OR delivery, at 9.00am on the second Business Day after posting;

8.2.3 if sent by pre-paid airmail providing proof of postage OR delivery, at 9.00am on the [fifth] Business Day after posting; or

8.2.4 if sent by email, at the time of transmission; or

8.2.5 if sent by document exchange (DX), at 9.00 am on the second Business Day after being put into the DX.

8.3 If deemed receipt under Clause 8.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 8.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10 GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed under hand

EXECUTED by the Parties and delivered on the date which first appears in this Agreement.

Signed by [redacted] acting by a
Director and the Company
Secretary/two Directors

.....

Director

.....

Director/Company Secretary

Signed by [redacted] acting by a
Director and the Company
Secretary/two Directors

.....

Director

.....

Director/Company Secretary

PART 2 - SUBCONTRACTOR COLLATERAL WARRANTY

THIS AGREEMENT is made on: []

BETWEEN:

- (1) [NAME OF SUBCONTRACTOR] (COMPANY NUMBER) whose registered office is at (insert) OR [THE SEVERAL PERSONS named in the schedule hereto carrying on business in partnership under the name of [name of Subcontractor's firm] at [address]] ("Subcontractor"); and
- (2) [NAME OF BENEFICIARY] (COMPANY NUMBER) whose registered office is at [REGISTERED OFFICE ADDRESS] ("Beneficiary" which term includes its legal successors and permitted assignees); and
- (3) [[NAME OF CONSULTANT] (COMPANY NUMBER) whose registered office is at [REGISTERED OFFICE ADDRESS] ("Consultant").]

BACKGROUND:

- A The Client has engaged the Consultant to perform the Services in relation to the Project.
- B The Consultant has engaged the Subcontractor to carry out part of the Services in relation to the Project.
- C The Beneficiary, as [NATURE OF BENEFICIARY'S INTEREST], has an interest in the Project.
- D The Client and the Consultant requires the Subcontractor to enter into a collateral warranty in favour of the Beneficiary.
- E The Subcontractor has agreed to enter into this agreement with the Beneficiary, for the benefit of the Beneficiary.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day	is any day other than a Saturday, Sunday or public holiday in England and Wales.
CDM Regulations	the Construction (Design and Management) Regulations 2015 (SI 2015/51).
Client	The Secretary of State for Work and Pensions acting as part of the Crown.
Consultant	[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].

Construction Products Regulations	UK Construction Products Regulations 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
Deleterious	<p>any materials that do not comply with the guidelines and recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (as it may be updated from time to time), or any other material that does not comply with any current relevant British Standard, relevant code of practice and good building practice current at the relevant time or is otherwise generally known or considered in the construction industry at the relevant time as:</p> <ol style="list-style-type: none"> a. posing a threat to the health and safety of any person; or b. posing a threat to the durability, structural stability, performance or physical integrity of the Project or any part or component of the Project; or c. having been supplied or placed on the market in breach of the Construction Products Regulations.
Funder	<p>a person that has provided, or is to provide, finance in connection with:</p> <ol style="list-style-type: none"> a. the whole or any part of the Project or the completed Project; or b. the site of the Project, <p>whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.</p>
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
Material	all [designs,] drawings, models, plans, [specifications, design details,] photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Subcontract Services and all updates, amendments, additions and revisions to them and any works, [designs,] or inventions incorporated or referred to in them for any purpose relating to the Project.
Permitted Uses	without limitation the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.
Professional Appointment	An agreement in writing dated [DATE] between the Client and the Consultant.

Programme	the programme, defined in the Professional Appointment.
Project	[DESCRIPTION OF PROJECT].
Property	[DESCRIPTION OF PROPERTY].
Required Standard	all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services in relation to projects of a similar size, scope, complexity and character to the Project.
Services	the services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.
Subcontract	an agreement in writing dated [DATE] between the Consultant and the Subcontractor.
Subcontract Services	the part of the Services referred to in the Subcontract, carried out by the Subcontractor under the Subcontract.
Third Party Agreement	any agreement between the Client and a third party relating to the Project and of which: <ul style="list-style-type: none"> a. a copy, or relevant extract, is attached at [REFERENCE] to the Professional Appointment; or b. the Client notifies the Consultant in writing after the date of the Professional Appointment [enclosing a copy or relevant extracts].
UK Construction Products Regulations 2011	the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** does not include fax or email.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.15 [Unless otherwise expressly provided, the obligations and liabilities of [the persons forming the] [PARTIES] under this agreement are joint and several.]
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CONSIDERATION

- 2.1 In consideration of the Subcontractor carrying out its obligations under this Agreement, the Beneficiary shall pay the sum of one pound (£1.00) to the Subcontractor, receipt which is hereby acknowledged.

3. COMPLY WITH SUBCONTRACT

- 3.1 The Subcontractor warrants to the Beneficiary that

3.1.1. it has complied, and shall continue to comply, with its obligations under the Subcontract, including its obligations to:

- (a) carry out and fulfil, in all respects, the duties of a designer and principle designer, including those under the CDM Regulations;
- (b) not, without the Consultant's written consent, make any material change to the designs or specifications for the Subcontract Services after they have been settled or approved; and
- (c) act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Subcontract Services.

3.1.2. it has exercised and shall continue to exercise the Required Standard:

- (a) when performing the Subcontract Services;
- (b) note to specify for use anything in the Subcontract Services, which is Deleterious at the time of specification to the extent relevant to the Subcontractor's agreed scope of Services;

- (c) to comply with (and ensure the completed Subcontract Services comply with) any Act of Parliament and any instrument, rule or order made under any Act of Parliament;
- (d) to comply with (and ensure the completed Subcontract Services comply with) any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Subcontract Services or with whose systems or property the Subcontract Services is or will be connected;
- (e) to perform the Subcontract Services and prepare all Material for those elements of the Project for which the Subcontractor is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Subcontract Services; and
- (f) to ensure that the Subcontract Services comply with all planning agreements, permissions and conditions.

3.2 In connection with any claim brought by the Beneficiary in connection with this agreement, the Subcontractor shall owe no greater obligations to the Beneficiary under this agreement than it owes to the Consultant under the Subcontract. In proceedings for breach of Clause 3.1, the Subcontractor may:

3.2.1 rely on any limit of liability or other term of the Subcontract; and

3.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Consultant, under the Subcontract (for this purpose not taking into account any set-off or counterclaim against the actual client under the Subcontract).

3.3 The Subcontractor's duties or liabilities under this agreement shall not be negated or diminished or otherwise affected by:

3.3.1 any approval or inspection of:

- (a) the Property; or
- (b) the Subcontract Services; or
- (c) any designs or specifications for the Property or the Subcontract Services;
or

3.3.2 any testing of any work, goods, materials, plant or equipment; or

3.3.3 any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Consultant.

3.4 Nothing in this agreement shall in any way limit or affect any other rights or remedies (whether under contract, at law, in equity or otherwise) which the Beneficiary would have against the Subcontractor in the absence of this agreement.

4. COPYRIGHT

4.1 The Subcontractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material

prepared by, or on behalf of, the Subcontractor for any purpose relating to the Subcontract Services and the Property, including any of the Permitted Uses.

- 4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Subcontract Services, but not to reproduce the designs contained in the Material in any such extension.
- 4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Subcontractor.
- 4.4 The Subcontractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Subcontractor. On the Beneficiary's payment of the Subcontractor's reasonable charges for providing the copy (or copies), the Subcontractor shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

- 5.1 The Subcontractor shall maintain professional indemnity insurance for an amount of at least £2 million in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one annual period of insurance and except for claims arising out of fire safety/cladding claims where a lower level may apply of £1 million for fire safety/cladding claims in the aggregate in any one period. The Subcontractor shall maintain that professional indemnity insurance:
 - 5.1.1 with reputable insurers lawfully carrying on insurance business in the European Union; and
 - 5.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market, and
 - 5.1.3 on terms that:
 - (a) where said terms and conditions include any term or condition to the effect that any insured must discharge any liability (for example, an insurance excess) before being entitled to recover from the insurers, the Subcontractor will be liable for the costs to discharge any liability, including but not limited to insurance excess or administrative fees; and
 - (b) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.
- 5.2 Any increased or additional premium required by insurers because of the Subcontractor's claims record or other acts, omissions, matters or things particular to the Subcontractor shall be deemed to be within commercially reasonable rates.
- 5.3 The Subcontractor shall immediately inform the Beneficiary if the Subcontractor's required professional indemnity insurance ceases to be available at commercially reasonable rates, so that the Subcontractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Subcontractor regarding the Subcontract Services and the Property, without that insurance.
- 5.4 The Subcontractor shall fully co-operate with any measures reasonably required by the Beneficiary, including:

- 5.4.1 completing any proposals for insurance and associated documents; or
 - 5.4.2 maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Subcontractor for the net cost of that insurance above commercially reasonable rates.
- 5.5 Whenever the Beneficiary reasonably requests, the Subcontractor shall send the Beneficiary evidence that the Subcontractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Subcontractor's insurers or brokers confirming:
- 5.5.1 the Subcontractor's then current professional indemnity insurance; and
 - 5.5.2 that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Subcontractor under this agreement after 12 years from the date of practical completion of all of the Subcontract Services.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement:
- 7.1.1 on two occasions to any person with an interest in the Subcontract; and
 - 7.1.2 without counting as an assignment under clause 7.1.1:
 - (a) by way of security to a funder (including any reassignment on redemption of security); or
 - (b) to a member of its Group for so long as that company remains a member of its Group. The Beneficiary shall procure that such company assigns such rights back to it or to such other member of its Group as it may nominate immediately before that company ceases to be a member of its Group.
- 7.2 The Beneficiary shall notify the Subcontractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Subcontractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee only or otherwise is not the original Beneficiary or because the loss or damage suffered has been suffered by such person only and not by the original Beneficiary, or because such loss is different from that which would have been suffered by the original Beneficiary.

8. NOTICES

- 8.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or email address or DX number given in this agreement or as otherwise notified in writing to [the OR each] other party.
- 8.2 This Clause 8.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

- 8.2.1 if delivered by hand, at the time the notice is left at the address;
 - 8.2.2 if sent by pre-paid first class post or other next working day delivery service providing proof of postage OR delivery, at 9.00am on the second Business Day after posting;
 - 8.2.3 if sent by pre-paid airmail providing proof of postage OR delivery, at 9.00am on the [fifth] Business Day after posting; or
 - 8.2.4 if sent by email, at the time of transmission; or
 - 8.2.5 if sent by document exchange (DX), at 9.00 am on the second Business Day after being put into the DX.
- 8.3 If deemed receipt under Clause 8.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 8.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 8.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed under hand

EXECUTED by the Parties and delivered on the date which first appears in this Agreement.

Signed by [] acting by a
 Director and the Company
 Secretary/two Directors

.....

Director

.....

Director/Company Secretary

Signed by [] acting by a
Director and the Company
Secretary/two Directors

.....

Director

.....

Director/Company Secretary

Signed by [] acting by a
Director and the Company
Secretary/two Directors

.....

Director

.....

Director/Company Secretary

CONTRACT SCHEDULE 15 NOT USED

**CONTRACT SCHEDULE 16 INVITATION TO TENDER FOR MULTI- DISCIPLINARY
PROFESSIONAL SERVICES TO SUPPORT DWP
ESTATES PROJECTS LIFECYCLE WORKS AND
RECHARGE**



Invitation to Tender

Instructions to Potential Consultants

Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works and Recharge

November 2023

Contents

Table of Contents

1.	Introduction	334
	Market Engagement.....	335
2.	Procurement Process.....	336
3.	Timetable	337
4.	Information for the Potential Consultant.....	338
5.	Tender Submission Requirements.....	339
6.	General Notices/Requirements	343
7.	Transfer of Undertakings (Protection of Employment) Regulations (TUPE)	344
8.	Confidentiality	344
9.	Canvassing	345
10.	Non-Collusion	345
11.	Copyright.....	346
12.	Publicity.....	346
13.	Right to Reject Tender / Exclude the Potential Consultant	346
14.	Freedom of Information.....	347
15.	Change of Circumstances.....	348
16.	Competition Matters	349
17.	Conflicts of Interest	349
18.	Tender Process & Costs	349
19.	Withdrawing from Procurement Process.....	350
20.	Governing Law & Jurisdiction.....	350
21.	Languages	350
22.	The Client Complaints Procedure	350
23.	Return of Documents	351
24.	Financial Viability Risk Assessment (FVRA).....	351
25.	Overview	351
26.	General Notices/Requirements	355
	APPENDIX A - FINANCIAL VIABILITY RISK ASSESSMENT (FVRA) PROCESS & GUIDANCE	356
	APPENDIX B - NOT USED.....	357
	APPENDIX C - NOT USED	358
	APPENDIX D (EVALUATION CRITERIA AND SCORING METHODOLOGY).....	359
	APPENDIX E TENDER CERTIFICATE	367
	APPENDIX F PRICING SCHEDULE	368

APPENDIX G DESIGN GUIDE	369
APPENDIX H CALL OFF AGREEMENT	370
APPENDIX I NOT USED	371
APPENDIX J NOT USED	372
APPENDIX K KEY PERFORMANCE INDICATORS (KPIS)	373
APPENDIX L CLIENT'S STATEMENT OF REQUIREMENTS AND SCOPE	374

Glossary of Terms

2015 Regulations	means The Public Contracts Regulations 2015 (as amended);
Associated Documents	means, in addition to this ITT, any other documents or information which the Client may from time to time provide or make available to a Potential Consultant in connection with the Procurement Process via its e-procurement portal;
Award Criteria	means the criteria according to which Tenders will be evaluated, being those criteria described in Appendix D of this ITT;
Call Off Agreement	a legally binding agreement entered into (or as the context requires, which it is proposed to be entered into) for the provision of works by way of a call-off under the Framework, in materially the form set out in Appendix H: Call Off Agreement;
CCS	means the Crown Commercial Service;
CEMAR	means Contract Event Management and Reporting, a contract management tool that covers a variety of contracting procedures for use with NEC4 contracts to bring compliance, consistency, governance and business intelligence;
Change in Circumstance	has the meaning given to that expression in paragraph 14.1 of this ITT;
Client	means the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions;
Commercial Envelope	means the completed Pricing Schedule as set out in Appendix F to this ITT and which, for the avoidance of doubt, shall be evaluated in accordance with Appendix D (Evaluation Criteria and Scoring Methodology);
Competitive Award Procedure	has the meaning given to it in the Framework;
Consultant	means each Potential Consultant which is awarded a Call Off Agreement pursuant to this Procurement Process;
Consultant Clarification Question	means clarification questions submitted by the Tenderer to the Client on aspects of the ITT that are ambiguous or irregular;
EIR	means the Environmental Information Regulations 2004;
FOIA	means the Freedom of Information Act 2000;
Framework	CCS Construction Professional Services Framework Agreement RM6165;
Framework Lot	means a Lot under the Framework Agreement (Lot 1 Built Environment & General Infrastructure);
ITT	means this Invitation to Tender pack in respect of this Procurement Process, which includes the main "Instructions to Potential Consultants" document and the various documents annexed to the ITT, including amongst others the Statement of Requirements and Scope;
Portal	means the DWP e-Procurement Solution (ePS) portal (referred to as JAGGAER and or Bravo) DWP (bravosolution.co.uk) used by the Client for the purposes of administering this Procurement Process;

Potential Consultant	means any person (including any corporate entity or other organisation) who has been invited by the DWP to submit a Tender in response to this ITT;
Potential Consultant's Team	means: (i) in the case of any consortium or prime/sub-contract bid structures, the Potential Consultant and each of the relevant consortium members or sub-Consultants; and (ii) any officers, employees, agents or advisors of the Potential Consultant and/or (if applicable) of any relevant consortium members or sub-Consultants;
Pricing Schedule	means the pricing schedules (Appendix F) contained within the Commercial Envelope to be completed by the Potential Consultant;
Procurement Process	means this procurement process, in respect of the procurement by the DWP of the Services specified in this Call Off Agreement;
Programme	means a series of similar Projects to be undertaken at different Sites;
Project	means <i>tasks that must be completed within a defined timeline to accomplish a specific set of goals;</i>
Qualification Envelope	means a statement which is to be provided by the Potential Consultant using the proforma available on the Portal, confirming the necessary details;
Site	has the meaning given to it in the Call Off Agreement;
Statement of Requirements and Scope	means the Statement of Requirement and Scope of this ITT: "Multi-Disciplinary Professional Services to support DWP Lifecycle Works & Recharge Estates Projects" or (as applicable) any revised version of this "Statement of Requirement and Scope" which may be issued by the DWP from time to time as part of the Procurement Process;
Submission Deadline	The final time and date, as specified in paragraph 3.1 of this ITT, or as otherwise communicated to Potential Consultants, by which Tenders must be submitted on the DWP Tendering Portal.
Task Orders	means an appointment on the terms of which the Consultant will carry out Services at the Task Site(s) and the terms of the Call Off Agreement, the Terms and Conditions and the Contract Data shall be incorporated into the Task Order.
Taxi Rank	refers to the rotating operating model for the allocation of Task Orders to Works Contractors, under the Taxi Rank 2 contract;
Technical Envelope	means the section of the bid containing detailed technical information and specifications that describes the proposed technical services and solutions confirming bidders capability to meet requirements;
Tender	means a Potential Consultant's tender submission in response to this ITT;

Works	means the construction, refurbishment and decommissioning of buildings, replacement of assets, structures, process plants and infrastructure.
Works Contractor	means the supplier appointed to carry out Works on behalf of the Client.

1. Introduction

- 1.1 The purpose of this ITT is to set out the basis on which Potential Consultants are being invited by the Client to bid for this procurement and to provide further information about the Procurement Process generally. Unless the context otherwise requires, capitalised expressions used in this ITT have the meanings set out in the "Glossary of Terms" at the start of this document.
- 1.2 This procurement is being conducted via Competitive Award Procedure under the terms of the CCS Framework reference number RM6165 Lot 1 Built Environment & General Infrastructure.
- 1.3 The Client is seeking to appoint one Consultant for Lifecycle Works ("LCW") through the CCS Framework reference number RM6165 Lot 1 Built Environment & General Infrastructure.
- 1.4 The selection of Potential Consultant will be via Competitive Award Procedure as set out in this ITT.
- 1.5 Tenders will be evaluated with a view to selecting the most economically advantageous Tender, by reference to the Selection Criteria set out in Appendix D – Evaluation Criteria and Scoring Methodology.
- 1.6 The Client will use NEC administration software (currently Contract Event Management and Reporting (CEMAR)) to manage all Services awarded through the Call Off Agreement.
- 1.7 The Client will provide access to this software free of charge for all personnel nominated by the Consultant within the life of the Call Off Agreement. The Client intends to organise awareness sessions on its NEC administration software for the successful Consultant. The Consultant will ensure attendance of these training sessions as appropriate. Further training sessions required by consultants on account of staff attrition will be paid for by the Consultant.
- 1.8 This arrangement is not exclusive and the Client reserves the right to procure projects and works separately via other routes to market and/or the Client's existing supply chain, at the Client's discretion.
- 1.9 This procurement is being run by the Client in parallel with the procurement for Multi-Disciplinary Professional Services to Support DWP Capital Expenditure (CAPEX) Estates Projects. Potential Consultants that choose to Tender for both procurements should note that whilst the Qualification questions at Appendix D (Evaluation Criteria and Scoring Methodology) are similar, they are not identical. Therefore, each question in each competition should be considered individually.

1.10 The total value for this procurement (Provision of DWP Estates Projects Lifecycle Works and Recharge Multi-Disciplinary Professional Services) is £40.20 million (excluding VAT) and £48.24 million (including VAT). This is based on 4 years from 1 April 2024 until 31 March 2028 with options to extend for a further +1 +1 years.

Market Engagement

1.11 Following the route to market appraisal, the preferred route to market was identified as a mini competition via the RM6165 Framework, subject to DWP confirming there is sufficient interest from suppliers on the Framework.

1.12 Furthermore, we wished to test potential models with the market and seek feedback from the market as to what would work well for delivery and the gauge level of commercial interest.

1.13 We issued an RFI to all RM6165 suppliers on Lot 1 (Built Environment and General Infrastructure) on the 14 May 2023 and requested responses back by the 24 May 2023.

1.14 In total, we received 16 responses with all expressing an interest in bidding.

1.15 Following this, we offered a one-to-one session with DWP commercial and Estates to all the respondents' teams. These sessions were completed by the 15 July 2023.

1.16 The sessions gave some constructive feedback on the structure of the procurement and issues being faced by the market. As a result of feedback, the procurement was restructured, with the cost management services (including QS) being folded into the multi-disciplinary teams.

1.17 A final EOI was issued to the market to reconfirm interest after these changes.

1.18 Additional insights with the market highlighted an issue surrounding professional indemnity insurance in relation to Fire Safety Advice with the market experiencing difficulties in obtaining the level of cover required by the contracts let off the RM6165 Framework. Information was gathered from various sources and an alteration has been made to the Insurance requirements for this tender which should make the opportunity more accessible and reasonable in relation to the risk.

2. Procurement Process

Overview

- 2.1. Potential Consultants are invited to submit a Tender to the Client, subject to and in accordance with the requirements of this ITT using the Portal.

Clarification Period

- 2.2. Potential Consultants are permitted to seek clarification from the Client in relation to the Tender submission requirements, the Services or any other matters relating to this Procurement Process. Clarification questions may be submitted at any time using the Portal messaging service prior to the deadline for clarification requests.
- 2.3. Further detail in relation to the process for submitting clarification requests is detailed below, but the Potential Consultant should note that, subject to any changes notified by the Client, the deadline for submitting clarification requests is as identified in the timetable section of this ITT.
- 2.4. Consultant Clarification Questions (“CQs”) and the Client’s responses will be circulated to all Potential Consultants via the Clarifications Log. If a CQ is considered by the Potential Consultant to be commercially confidential, then the Potential Consultant should clearly indicate as part of its question that it believes this is the case and provide detailed reasons.
- 2.5. The Client will consider this and may exercise its discretion to keep such information confidential when handling the question, subject always to its obligations under the FOIA and EIR. Potential Consultants’ attention is drawn to paragraph 13 (Freedom of Information). If the Client considers that the CQ and response are not confidential, it will notify the Potential Consultant who raised the CQ. The Potential Consultant shall then have the option of withdrawing the CQ or accepting that the CQ and response will be circulated to all Potential Consultants.
- 2.6. A "Question and Answer" (Q&A) log containing all non-commercial in confidence clarifications will be published on the Portal and updated regularly. It will be the responsibility of the Potential Consultant to monitor the Portal for the latest activity.

Tender Submission Deadline

- 2.7. Subject to any changes notified by the Client after the date of issuing this ITT, the deadline for Tender Submission is detailed in the Portal.
- 2.8. The Tender received by the Client by the Submission Deadline referred to below will be checked for compliance against the requirements of this ITT. The Tender will then be evaluated in accordance with Appendix D - Evaluation Criteria and Selection Methodology.
- 2.9. No Tenders will be accepted beyond the submission deadline.

Post Tender Requirements (Information Security)

- 2.10. The Client has legal and regulatory obligations to verify that the suppliers it works with have a reasonable standard of security in place to protect Client data and assets. The Client is committed to the protection of its information, assets and personnel and expects the same level of commitment from its suppliers (and sub-contractors if applicable).
- 2.11. In order to protect the Client appropriately, it has recently reviewed its Security Supplier Assurance process and requirements and have made the applicable changes in line with industry good practice.
- 2.12. These changes include but are not limited to:
- Updated 'Security Schedule'.
 - The completion of the 'Information Security Questionnaire' as part of the tender submission and annually thereafter.
 - Compliance with the Client's relevant policies and standards, found at gov.uk.
 - Compliance to industry good practice such as 'ISO27001' and certification to 'Cyber Essentials'.
- 2.13. Full information about the Client's security safeguards and requirements can be found at Contract Schedule 7 (Client's Security Requirements) in Appendix H: Call Off Agreement.
- 2.14. The Information Security Questionnaire (ISQ) at Annex 10 in Appendix L: Client's Statement of Requirements and Scope should be completed by Potential Consultants at contract award stage and contract signing is subject to successfully passing DWP's assessment of the Potential Consultant's compliance with Contract Schedule 7 (Client's Security Requirements), Policy Standard and industry good practice. The Potential Consultants are not required to complete this form at ITT stage. It is included in the ITT for reference only.
- 2.15. Once a Potential Consultant reaches contract award stage, this questionnaire must be completed using the instructions tab, including signing the declaration tab as part of your proposal to DWP. You MUST provide supporting evidence as requested within the Information Security Questionnaire. e.g., relevant policy or ISO certification.

3. Timetable

- 3.1. The Client anticipates that the timetable for this Procurement Process will be as set out below. Any changes to the timetable will be communicated to all Potential Consultants via the Portal.

Action	Date
Issue of ITT	23 November 2023
Clarification period begins	23 November 2023

Market Engagement Briefing	24 November 2023
Clarification period ends	19 December 2023 5pm
Deadline for the Client publication of responses to Clarification questions	22 December 2023
Tender Submission Deadline	15 January 2024 12pm
Client evaluation of tenders begins	16 January 2024
Client evaluation of tenders ends	6 February 2024
Award notification letters issued (subject to governance approval)	19 February 2024

4. Information for the Potential Consultant

Administration of the Procurement Process and use of the Portal

- 4.1 The Client will be administering this requirement electronically via the Portal. No hard copy documents will be issued and all communications (including but not limited to, clarification questions and Tender submissions) with the Client must be conducted via the Portal only, unless instructed otherwise by the Client.
- 4.2 To ensure all communications relating to the Procurement Process are received, Potential Consultants must ensure that the point of contact nominated on the Portal is kept up to date and is accurate at all times. Access to the Portal is available 24 hours a day, 7 days a week, and 365 days a year anywhere in the world via the internet unless notified otherwise by the Client.
- 4.3 Support is available to help the Potential Consultant to understand and use the system includes: Freephone helpdesk (0800 368 4850), available Mon-Fri 8am to 6pm (UK time in English language only) or by emailing: help@Bravosolution.co.uk.

Consortium Arrangements

- 4.4 Consortium bids will not be accepted by the Client unless the consortium organisation has already been appointed to the Framework. For the avoidance of doubt, only those entities appointed to the Framework, and to the relevant Framework Lot may submit a tender in response to this ITT. Where a Potential Consultant proposes to sub-contract any part of the Works, the Potential Consultant must provide full details of its supply chain as part of its Tender response that will be evaluated as part of the evaluation questions, as per Appendix D of this ITT. Potential Consultants must also declare any conflicts of interest.
- 4.5 The attention of Potential Consultants is also drawn to the general rules set out below in relation to any Change in Circumstance.

- 4.6 Where sub-contractor is named, they may be subject to the FVRA assessment process to assess their financial standing, in line with the guidance within Appendix A (Financial Viability Risk Assessment (FVRA) Process & Guidance) and the Cabinet Office Sourcing Playbook.

5. Tender Submission Requirements

- 5.1 Each Potential Consultant will be required by way of its Tender to the Client to submit the following three "Envelopes" via the Portal:
- a. **the Qualification Envelope** which must be fully completed as appropriate and forms part of the Client's Tender compliance checks,
 - b. **the Technical Envelope:** which must be fully completed, and all questions responded to as directed, which will be used for the purposes of identifying an overall "Technical" score in relation to a compliant Tender; and
 - c. **the Commercial Envelope:** to which a completed response must be uploaded, and which will be used for the purposes of identifying a Potential Consultant's prices.
- 5.2 If Potential Consultants fail to complete and submit its Tender, comprising the three "Envelopes" as referred to above, strictly in accordance with the requirements of this document, its Tender may be rejected by the Client and the Potential Consultant disqualified from this Procurement Process.

Tender Completion

- 5.3 Potential Consultants must answer all questions/provide all responses using the relevant templates, if provided, presenting them in the same sequence and using the same references. All answers must be self-contained with no cross-referencing. Potential Consultants should note that as further explained in this ITT below, responses to individual parts of the "Technical Envelope" may be evaluated by different teams of evaluators and so each of these responses must be capable of evaluation on a stand-alone basis.
- 5.4 Only information entered into the appropriate answer boxes (which may be extended as necessary but should not exceed any applicable page count) or in additional documents which the Client has specifically indicated are permissible will be taken into consideration for the purposes of evaluating each Tender.
- 5.5 Responses must not exceed the pre-set margins and space allocation. In some cases, the Client may put a word count or page limit on the response to some or all questions. These limits will be set out in the relevant question and/or response templates and any response in excess of these limits will be disregarded and will not be evaluated.
- 5.6 Tables, graphs and charts in support of responses are all permitted, provided the total response including these is within any specified word and/or page count limits. Responses must be presented using Arial font size 12 (English Language and black typeface) - this includes instances where information may be tabulated as part of the response. The only exception permitted is for illustrative screen

shots, graphs and charts, which should be presented within the allocated page limit for the question they are relevant to, must be readable and must not be embedded separately as this information will be disregarded.

- 5.7 Tenders must be completed using Microsoft Word and MS Excel format. For project plans, please submit in pdf. Files submitted in Microsoft Project format will not be accepted. Please note: Apple Mac computers may not be compatible with this tender requirement. Apple/Mac versions of Microsoft Word can cause formatting issues when viewed on Windows systems, and Potential Suppliers should ensure their submissions are compliant when viewed on Windows systems.
- 5.8 All acronyms and abbreviations, if used, must be fully explained.
- 5.9 Where any questionnaire or template response documents are in the form of an Excel or similar spreadsheet, Potential Consultants should note that certain text (e.g., giving instructions or guidance on completion) within cells may not be visible without opening up the relevant cells. Potential Consultants are responsible for ensuring they have checked each cell as necessary to identify the full text contained in that cell.
- 5.10 It is assumed for the purposes of producing the Tender that the Potential Consultant will have reviewed all documents and be satisfied that they have a full understanding of the Client's requirement as described in the Statement of Requirement and Scope. Potential Consultants can query their understanding of the Statement of Requirement and Scope during the Clarification Period.
- 5.11 References to sections of the Statement of Requirement and Scope within the evaluation questions are as a guide. Potential Consultants should also consider information in the wider Statement of Requirement and Scope that is relevant to the specific requirement in responding to any question.

Qualification Envelope

- 5.12 Where a "YES", "NO" or "Not Applicable" response is required, please click the appropriate "YES", "NO" or "Not Applicable" statement on the drop-down options bar. If the Potential Consultant's responses fail to meet the Client's minimum standards of acceptance on any individual question, the entire bid could be excluded.

Technical Envelope

- 5.13 The Potential Consultant is required to respond to a number of technical/quality questions which can be found in the Technical Envelope. The Potential Consultant will be required to attach their response (in MS Word / MS Excel / PDF in accordance with the paragraphs above) to each Technical Question. The technical/quality questions each have a minimum score of '2' as defined in the Scoring Methodology at Appendix D (Evaluation Criteria and Scoring Methodology).
- 5.14 Potential Consultants are required to answer the weighted Technical Questions that are set out at Appendix D (Evaluation Criteria and Scoring Methodology) of

this ITT and in the tendering portal. The Scoring Methodology should be used by Potential Consultants as a guide when responding to the evaluation questions.

- 5.15 All documents which are provided by Potential Consultants in response to the Technical Questions should be clearly titled at the point of uploading via the Portal. For example:

Document Required	How the document should be titled?
Technical Envelope Response	Document (e.g., Delivery Team) Company Name (e.g., ABC Ltd) Example: "Technical Envelope Response - ABC Ltd"

Commercial Envelope

- 5.16 Please see below Appendix D (Evaluation Criteria and Scoring Methodology) and Appendix F (Pricing Schedule) for the Client’s pricing evaluation requirements and the method by which those requirements are incorporated into the overall evaluation methodology. Spreadsheets provided MUST be completed.
- 5.17 Detailed Instructions on how to complete the Commercial Envelope are detailed within the Instructions to Tenderers Tab within Appendix F (Pricing Schedule).
- 5.18 All Tendered rates must be at or below the Potential Consultant’s rates that are offered on the CCS RM6165 Framework. The Client reserves the right to disqualify any Potential Consultant whose tendered rates exceed the RM6165 tendered rates.
- 5.19 Potential Consultants must complete the sections in yellow in the following sections of the Pricing Schedule:
- a. Within Tab 1 – Percentage Project Fees
 - b. Within Tab 2 – Adjustment Tables
 - c. Within Tab 3 – Tendered Day Rates
- 5.20 All sections in paragraph 5.19 must be completed. Any Tenders with incomplete or missing pricing information will be excluded from further consideration and the Potential Consultant’s Tender disqualified.

Tender Submission Procedure

- 5.21 The Tender must be submitted to the Client using the Procurement Portal, unless otherwise instructed in writing by the Client. A Tender submitted by any other means will not be accepted and the Potential Consultant will be disqualified from taking any further part in this Procurement Process.
- 5.22 A Tender response may be completed and submitted, via the Portal at any time before the Tender Submission Deadline above.
- 5.23 Potential Consultants are responsible for ensuring that its Tender has been successfully completed and all relevant information uploaded to the Portal prior to the Submission Deadline. Failure to submit a Tender by the Submission Deadline will result in the Potential Consultant being disqualified from this Procurement Process. For these purposes, it is recommended that the Potential Consultant allows time for a final check to be undertaken prior to the Submission Deadline. It will not be possible for the Potential Consultant to upload any further information after the Submission Deadline. Information technology problems affecting the Potential Consultant's own system will not be considered reasonable grounds for late submission.
- 5.24 Potential Consultants may modify and resubmit its Tender at any time prior to the Submission Deadline, however a Tender cannot be modified by the Potential Consultant after the Submission Deadline. As at the Submission Deadline, the Potential Consultant must satisfy itself that it has only submitted a single Tender through the Portal (and has not duplicated its response).
- 5.25 Potential Consultants must not seek to alter the content or functionality of any Excel spreadsheet, declaration or other response template issued by the Client, save only for the population of those tender-specific items of information which are specifically required to be included by the Client in relevant instructions for the response template in question.
- 5.26 Any amendment or alteration to the Tender Questions or template response documents by a Potential Consultant will result in their Tender being rejected by the Client and the Potential Consultant being disqualified from taking any further part in this Procurement Process.
- 5.27 Without prejudice to the generality of this requirement and save only to the extent (if any) specifically permitted by the Client to do so in relevant prior written instructions, Potential Consultants must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.
- 5.28 Any qualifications or assumptions included in a Tender (where not expressly permitted in writing in advance by the Client) will result in the Tender being rejected and the Potential Consultant being disqualified from taking any further part in this Procurement Process. Any issues must be raised as a CQ during the Clarification phase.

Additional Materials, Documents and Attachments

- 5.29 No additional documentation should be submitted with the Tender unless specifically requested by the Client in this document. Any additional unsolicited material shall not be taken into account during evaluation and will be disregarded.
- 5.30 Information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.
- 5.31 The Tender should not contain any files unless specifically requested by the Client.
- 5.32 Any additional documents requested by the Client must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name. They must be saved using MS Word, MS Excel, MS Power Point, Adobe Acrobat, pdf or jpeg formats. No other file formats should be used.

Tender Validity Period

- 5.33 The Tender must remain valid and capable of acceptance by the Client for 90 working days from the Submission Deadline.

6. General Notices/Requirements

Reliance

- 6.1. The only information upon which the Potential Consultant or member of a Potential Consultant's Team may rely in respect of this Procurement Process will be the information (if any) as specifically and expressly represented and/or warranted by the Client in the Call Off Agreement.
- 6.2. Subject to paragraph 6.1 above:
- a. the Potential Consultant considering entering into a Call Off Agreement should make their own investigations and enquiries as to the Client's requirements beforehand; and
 - b. neither the Client nor any of its officers, ministers, employees, agents or advisors makes any representation or warranty (express or implied) as to, or (save in the case of fraudulent misrepresentation) accepts any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of this ITT and/or any Associated Documents (including, but not limited to, costs, expenses, loss or damage arising as a result of reliance placed by the Potential Consultant and/or any member of the Potential Consultant's Team on any such information).
- 6.3. The issue of this ITT is not to be construed as a commitment by the Client to enter into a Call Off Agreement as a result of this Procurement Process. The Client reserves the right to withdraw from the Procurement Process and not to award any Call Off Agreement (s) at any stage and no costs, expenses, losses or damage incurred by any Potential Consultant or member of a Potential Consultant's Team shall be reimbursable. Any expenditure, work or effort undertaken prior to the execution of any Call Off Agreement is accordingly a matter solely for the commercial judgement of the Potential Consultant and (if applicable) members of the Potential Consultant's Team.

7. Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

7.1 Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended (“**TUPE Regulations**”). It is the Client's view that TUPE is likely to apply to four individuals who are employed on the Multi-Disciplinary Lifecycle Works contract if the Procurement Process results in a Contract being entered into in respect of the Services.

8. Confidentiality

8.1 Subject to the exceptions referred to in paragraph 7.3 below, the ITT and Associated Documents are made available to Potential Consultants on condition that it:

8.1.1 shall at all times treat any information categorised as Confidential as such;

8.1.2 subject to paragraph 8.3 below, shall not disclose, copy, reproduce, distribute or pass the ITT and/or any Associated Documents to any other person at any time or allow any of these things to happen.

8.1.3 shall not use the ITT and/or any Associated Documents for any purpose other than for the purposes of preparing for, and engaging in the Procurement Process and submitting (or deciding whether to submit) a Tender.

8.1.4 shall comply with the provisions of these Instructions to Potential Consultants (which contains restrictions on publicity activity within any section of the media); and

8.1.5 shall ensure that each of the members of the Potential Consultant's Team who receives any of the Information is made aware of, and complies with the provisions of, Section 7 of these Instructions to the Potential Consultant as if it were a Potential Consultant.

8.2 If the Potential Consultant, in the Client's opinion, breaches any of the requirements of Section 7 of these Instructions to Potential Consultants, the Client may, at its sole discretion, disqualify that Potential Consultant from further participation in the Procurement Process (without prejudice to any other civil remedies available to the Client and without prejudice to any criminal liability which such conduct by the Potential Consultant may attract).

8.3 The Potential Consultant may disclose, distribute or pass the ITT and Associated Documents to a member of the Potential Consultant's Team if either:

8.3.1 this is strictly necessary and done for the sole purpose of enabling the Tender to be submitted and the person receiving the ITT and Associated Documents undertakes in writing to keep the ITT and Associated Documents confidential on the same terms as set out in section 7 of this Instructions to the Potential Consultant/ITT; or

8.3.2 the Potential Consultant obtains the prior written consent of the Client in relation to such disclosure, distribution or passing of the ITT and Associated Documents.

- 8.4 By participating in this Procurement Process, the Potential Consultant understands and agrees, and shall ensure that all others whose information is supplied to support their Tender agrees, that the Client is permitted to disclose all information submitted to it to the United Kingdom Parliament or any other contracting Authority (as defined in the 2015 Regulations), office or agency of His Majesty's Government in the United Kingdom and their officers, ministers, servants, agents and advisers. In addition, the Potential Consultant's attention is drawn to Section 13 of these Instructions to Potential Consultants below.

9. Canvassing

- 9.1 If any Potential Consultant or member of that Potential Consultant's Team, in connection with the Procurement Process:

9.1.1 offers any inducement, fee or reward to any servant or agent of the Client or any person acting as an advisor to the Client in connection with the Procurement Process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;

9.1.2 contacts any servant or agent of the Client or any person acting as an advisor to the Client prior to a Call Off Agreement being entered into about any aspect of the Procurement Process in a manner not permitted by this ITT;

9.1.3 contacts any Potential Consultants involved in this Procurement Process in a manner not permitted by this ITT. For the avoidance of any doubt please see the Crown Commercial Services Construction Professional Services (RM6165) Framework for a list of providers; or

9.1.4 does anything which would constitute a breach of the Bribery Act 2010.

- 9.2 The Client will disqualify the Potential Consultant from further participation in the Procurement Process (in either case without prejudice to any other civil remedies available to the Client and without prejudice to any criminal liability which such conduct by the Potential Consultant or member of the Potential Consultant's Team may attract).

- 9.3 Paragraph 8.1 applies without prejudice to Part 2 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of the Potential Consultant.

10. Non-Collusion

- 10.1 If any Potential Consultant or member of that Potential Consultant's Team, in connection with this Procurement Process and without obtaining the prior written consent of the Client:

10.1.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Potential Consultant's Team acting in that capacity).

10.1.2 enters into any agreement or arrangement with any other person (other than a member of the Potential Consultant's Team acting in that capacity) that it shall

refrain from submitting a Tender or as to the amount of the Tender to be submitted or that it shall withdraw from the Procurement Process.

10.1.3 offers or agrees to pay or give or to procure any sum of money, inducement, gift or valuable consideration of any kind, directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed Tender any act or omissions; or

10.1.4 communicates to any person other than the Client or a member of the Potential Consultant's Team the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Potential Consultant's Tender).

10.2 The Client may, at its absolute discretion, disqualify that Potential Consultant from further participation in the Procurement Process (without prejudice to any other civil remedies available to the Client and without prejudice to any criminal liability that such conduct by the Potential Consultant may attract).

11. Copyright

11.1 The copyright in this ITT and the Associated Documents is vested in the Client. This ITT and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Client except for the purposes of preparing and submitting the Tender.

12. Publicity

12.1 The Potential Consultant and members of the Potential Consultant's Team shall not undertake (or permit to be undertaken) at any time (whether prior to or after any Call Off Agreement has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this Procurement Process, a Call Off Agreement and/or the Works without the prior written consent of the Client. In this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet, social media and email accessible by the public at large and the representatives of such media.

13. Right to Reject Tender / Exclude the Potential Consultant

13.1 The Client reserves the right to reject a Tender and/or exclude the Potential Consultant and/or one or more members of the Potential Consultant's Team from further participation in the Procurement Process where:

13.1.1 the Tender is submitted late, is completed incorrectly, is incomplete, is submitted other than via the Portal or otherwise fails to meet any of the Client's submission requirements which have been notified to the Potential Consultant, including those set out in this ITT.

13.1.2 the Potential Consultant and/or any relevant members of the Potential Consultant's Team are unable to satisfy the terms of Regulation 57 of the 2015 Regulations at any stage during the Procurement Process.

- 13.1.3 the Potential Consultant and/or any relevant members of the Potential Consultant's Team are guilty of material misrepresentation or false statement in relation to the Tender and/or the Procurement Process.
- 13.1.4 the Potential Consultant and/or any member of the Potential Consultant's Team fails to comply with any of the terms set out in this ITT and/or any Associated Documents.
- 13.1.5 the Potential Consultant and/or any member of the Potential Consultant's Team fails to comply with any of the terms set out in this ITT and/or any Associated Documents.
- 13.1.6 a Financial Viability Risk Assessment based on the information provided (e.g., company accounts, parent company accounts and supporting information) results in the assessment of Organisation Stability and Financial Stability producing a Red Amber Green (RAG) rating of **RED**, and/or amber, or may require a further financial guarantee; and/or
- 13.1.7 The Potential Consultant fails to satisfactory pass the Client's precontract Information Security assessment; and/or
- 13.1.8 as a result of any Change in Circumstance the Client considers that the Potential Consultant and/or particular members of the Potential Consultant's Team should be excluded from further participation in the Procurement Process.
- 13.2 The Client has a right under any other provision in this ITT and/or under the general law to reject the Tender and/or exclude the Potential Consultant and/or one or more members of the Potential Consultant's Team from further participation in the Procurement Process.

14. Freedom of Information

- 14.1 All information relating to the Potential Consultant, any member of the Potential Consultant's Team and/or any Tender which is submitted to the Client and/or any information relating to any contract to which the Client is party, including information arising under a contract or about its performance, may be accessible under the FOIA or EIR. the Client is under a legal obligation to disclose such information if requested, unless an exemption applies. the Client may also be required to disclose requirements under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.
- 14.2 Potential Consultants must, as part of this Procurement Process, identify to the Client information submitted which it regards as being potentially exempt from disclosure by the Client under the FOIA or EIR. Such identification may be either specific or by class. Information thus highlighted should be limited to that information which is genuinely confidential, and which may be exempted from disclosure under the FOI or EIR. The Potential Consultant must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Potential Consultant should also indicate whether it considers that the potential exemption from

disclosure applies only for the duration of the Procurement Process or whether the potential exemption would continue after the conclusion of the Procurement Process.

- 14.3 Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Client will seek to prevent or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the FOIA or EIR. As such the Client reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Potential Consultant considers confidentiality obligations to be appropriate in a particular case.
- 14.4 Where the Potential Consultant has indicated that information should be exempted from disclosure, the Client may disclose this information following its own consideration of the situation. The Client may, in its absolute discretion, consult with the Potential Consultant before making a decision on a request for information. The interpretation of the Client in relation to any exemption shall be final. The Client shall not be liable for any loss, damage, harm of other detriment however caused arising from any disclosure of information under FOIA or EIR.
- 14.5 Without prejudice to the other provisions of the paragraphs above, the Potential Consultant acknowledges that, except for any information which is exempt from disclosure in accordance with the FOIA, the content of a Call Off Agreement may be disclosed under the FOIA. The Client shall be responsible for determining in its absolute discretion whether any of the content of a Call Off Agreement is exempt from disclosure in accordance with the provisions of FOIA.

15. Change of Circumstances

- 15.1 The Potential Consultant is required to notify the Client of the occurrence of any of the events listed below (each a "Change in Circumstance") immediately upon becoming aware of any such event. A Change in Circumstance means the occurrence of any of the following:

15.1.1 any change, or anticipated change, to the information previously provided to Crown Commercial Service (CCS) (whether under the terms of the Framework and/or pursuant to the original procurement process which led to the award of the Framework) in respect of the Potential Consultant and/or any member of the Potential Consultant's Team, including (but not limited to) any change to:

- i. the identity, control or financial standing of the Potential Consultant and/or any member of the Potential Consultant's Team; or
- ii. the structure of any sub-contracting arrangements or any other aspect of the relationship, or proposed relationship, between the Potential Consultant and any member(s) of the Potential Consultant's Team; or

- 15.1.2 any other change, or anticipated change, to the circumstances of the Potential Consultant and/or any members of the Potential Consultant's Team, or the basis of its Tender, which may be expected to influence the Client's decision on the suitability or capability of that Potential Consultant and/or any relevant member of the Potential Consultant's Team to provide the Works.
- 15.2 Any such notification shall provide full details of the actual or anticipated Change in Circumstance.
- 14.3 The Client reserves the right, following a Change in Circumstance to revisit any previous suitability or capability assessment and, where it considers appropriate, either exclude the Potential Consultant from further participation in the Procurement Process, or impose such conditions on the Potential Consultant's continued participation as the Client considers appropriate in line with CCS Framework requirements.

16. Competition Matters

- 16.1 The Potential Consultant is responsible for complying with any applicable domestic competition law requirements and for obtaining any clearances required under these requirements. For the avoidance of doubt, this includes but is not limited to any merger control clearances which may be required for the creation of the Potential Consultant entity.

17. Conflicts of Interest

- 17.1 The Potential Consultant is responsible for ensuring that there are no conflicts of interest between, on the one hand, the Potential Consultant and/or the members of the Potential Consultant's Team and, on the other hand, the Client. The Potential Consultant must notify the Client of any actual or potential conflict of interest that may be relevant to this Procurement Process and/or the submission or evaluation of its Tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Client may result in the Potential Consultant and/or members of the Potential Consultant's Team being excluded from further participation in the Procurement Process.
- 17.2 Each Potential Consultant must ensure that, in the event that any member of the Potential Consultant's Team is also involved or potentially involved in a competing tender, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between the relevant Potential Consultants. In the event that the Client considers that adequate arrangements have not been put in place, the Client reserves the right to exclude any affected Potential Consultant, or a member of the Potential Consultant's team, from further participation in the Procurement Process.

18. Tender Process & Costs

- 18.1 The Client reserves the right at any time:
- 18.1.1 to issue amendments or modifications to the ITT and/or the Associated Documents.

18.1.2 to alter the timetable or any other any aspect of the Procurement Process.

18.1.3 not to award a Call Off Agreement.

18.1.4 to cancel or withdraw from the Procurement Process at any stage; and/or

18.1.5 to re-invite a Tender on the same or any alternative basis.

18.2 Any costs or expenses incurred by the Potential Consultant or the Potential Consultant's Team or any other person in connection with the Procurement Process, including (but not limited to) the submission of its Tender, will not be reimbursed by the Client and neither the Client nor any of its officers, ministers, employees, agents or advisors will be liable in any way to the Potential Consultant, any member of the Potential Consultant's Team or any other person for any costs, expenses or losses incurred by the Potential Consultant, any member of the Potential Consultant's Team or any other person in connection with this Procurement Process, including (but not limited to) where the Procurement Process is cancelled or the Client otherwise decides not to award a Call Off Agreement pursuant to the Procurement Process.

19. Withdrawing from Procurement Process

19.1 The Potential Consultant may decline to take part in the Procurement Process, but should they choose not to participate, they should alert the Client promptly, giving reasons, and return to the Client all copies of the documentation issued to them by the Client or downloaded from the Portal.

20. Governing Law & Jurisdiction

20.1 This Procurement Process shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

21. Languages

21.1 English shall be the official language for all means of communication between Potential Consultants and the Client on all matters relating to the Procurement Process.

22. The Client Complaints Procedure

22.1 The Client has published a Commercial Complaints Process for use during competitive procurement:

- [Procurement at DWP - Department for Work and Pensions - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

22.2 This process gives details of:

22.2.1 DWP Commercial Code of Practice – Competitive Tendering;

22.2.2 The DWP Commercial Complaints Process.

22.2.3 Information to accompany a commercial complaint.

23. Return of Documents

23.1 The Client is unable to return any documents submitted by the Potential Consultant responding to this ITT.

24. Financial Viability Risk Assessment (FVRA)

24.1 Potential Consultants must satisfactorily complete the Financial Viability Risk Assessment process in line with Appendix A - FVRA Process & Guidance prior to any Call Off being finalised with the Authority.

24.2 The FVRA contains specific instructions to Potential Consultants on how to input relevant financial information for the lead and parent companies, as well as any ancillaries.

24.3 The Client has provided relevant inputs on approximate annual contract value and RAG thresholds to allow Potential Consultants to be assessed on their financial standing against a range of measures.

24.4 Where Potential Consultants are rated RED against any of the criteria measured within the FVRA, and believe there to be mitigating circumstances, then as outlined in Appendix A - FVRA Process & Guidance, submit an explanation and supporting evidence of the mitigating circumstances, where instructed.

24.5 The Client will only proceed to Contract where a Potential Consultant has met the relevant thresholds within the FVRA or has provided adequate detail around any mitigating circumstances or actions.

25. Overview

25.1 As indicated above, all Tenders must be submitted strictly in accordance with requirements of this ITT. The first stage of evaluation in relation to each Tender will involve an assessment of whether that Tender is fully compliant with these requirements. This will include (but is not limited to) an assessment of whether all documents which are required to be included as part of the Technical Envelope, Commercial Envelope (as described in Section 5 above) have been included and are in the correct format. The Client reserves the right to exclude a Potential Consultant that submits a non-compliant Tender.

25.2 Sections of responses beyond the maximum page limit(s) allowable will not be assessed, inclusive of attachments.

25.3 The Client shall award the Call Off Agreement on the basis of the most economically advantageous tender pursuant to Regulation 67 of the 2015 Regulations. The Technical Envelope and Commercial Envelope elements of compliant Tenders will be evaluated and scored by the Client according to the following high level, weighted evaluation criteria:

- Quality/Approach to Service Delivery (comprising 2.1 Resourcing Approach; 2.2 Detailed Method Statement; 2.3 Resource Modelling; 2.4 Risks and Contingencies; 2.5 Information Management System; 2.6 Social Value)

- The Price Per Quality (PQP) is calculated as follows:

$$\text{PQP} = \frac{\text{Price}}{\text{Quality}}$$

- 25.4 The Price element is the total cost of the tender as defined in Section 3 of Appendix D. The Quality element is the total score of several different Quality evaluation questions which are weighted.
- 25.5 The Tender that offers the lowest PQP score will be considered the most economically advantageous. However, participating in this Invitation to Tender does not guarantee acceptance of any quotation or the most economically advantageous tender. The Client has the discretion to accept or reject any tender, including the lowest or any other tender, in whole or in part.
- 25.6 PQP is a methodology that obtains a measure for price, per unit of quality. The calculation is Price/Quality. Only bidders that have met the minimum Quality thresholds will be deemed compliant and will progress to calculation for PQP. The lower the final score, the higher the ranking.
- 25.7 To determine the overall evaluation score, a Price per Quality Point methodology will be applied (PQP). This will be calculated for each bid by:
- determining the bid price – this will be the total commercial cost (Price) of the Pricing Schedule (shown on Tab 6) extracted from the Tab 4 (Cost Modeling - % fee) and Tab 5 (5 - Cost Modelling - Ad Hoc);
 - determining the total weighted quality score for each bid; and
 - dividing the bid price by the total weighted quality score to give an output price per quality point.
- 25.8 To note – PQP scores will be allocated to 2 decimal places therefore will not be rounded to whole numbers to assist differentiation in a potential tie break scenario.
- 25.9 The following table illustrates an example of how PQP is determined.

	Bid A	Bid B
Evaluation Price	£90	£75
Quality Score	75	60
PQP	£90/75 = 1.2	£75/60 = 1.25

- 25.10 In the above example, although Bid B is substantially cheaper than Bid A (20% cheaper), Bid A actually represents better value for money as its price per quality point is lower. Bid B may cost less overall, but Bid A represents better value for money.
- 25.11 There is a minimum scoring threshold of '2' in relation to each individual question that the Potential Tenderer must achieve.

- 25.12 In respect of the Technical and Commercial Envelopes, further details on how the selection criteria will be applied by the Client as part of the evaluation process is set out in Appendix D – Evaluation Criteria and Scoring Methodology.
- 25.13 Where it considers this necessary for the purposes of clarifying aspects of any Tender, the Client may request via the Portal that the relevant Potential Consultant provides further information to the Client. The relevant Potential Consultant must then provide the requested information within the timescales specified by the Client within its request for clarification.
- 25.14 The Client may also seek independent financial or other specialist advice to validate information provided by Potential Consultants or where otherwise considered necessary to assist with any evaluation of Tenders.
- 25.15 An overall score for the "Technical" criterion above will be determined by reference to the scoring mechanism described in Appendix D – Evaluation Criteria and Scoring Methodology.
- 25.16 The Tender price will be used as the score for the "Price" criterion using the methodology described in Section 24.3 above.

- **Moderation and Consensus Scoring**

- 25.17 Once the evaluators have independently assessed your answers to the questions the evaluators will attend a moderation meeting.
- 25.18 At this meeting, the evaluators will discuss the technical responses and review their scores and reasons for that score. The discussion will continue until they reach a consensus regarding the score, and reason for that score, for each question.
- 25.19 If the evaluation panel wishes to clarify any areas of your Tender, tender clarification questions will be issued via the e-Sourcing Suite to Bidders individually.
- 25.20 When the consensus meeting has taken place and the final score for each question has been agreed by the evaluators, the question's weighting will be applied to calculate your weighted question score.
- 25.21 The sum of every weighted score will be calculated as the Total Quality Score. Please see Table A below for an example of how your Total Quality Score will be calculated.

- **Table A**

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
Resourcing Approach	2.1	20	20	40	60	80

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
Method Statement	2.2	25	25	50	75	100

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
Resource Modelling	2.3	20	20	40	60	80

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
Risk and contingency	2.4	20	20	40	60	80

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
MI system	2.5	5	5	10	15	20

Evaluation Area	Question Number	Question Weighting (%)	Moderated Score 1 x weighting	Moderated Score 2 x weighting	Moderated Score 3 x weighting	Moderated Score 4 x weighting
Social Value	2.6	10	10	20	30	40

TOTAL			100	200	300	400
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- **Tie Break Mechanism**

- Tie Break Criteria

25.22 In instances where Potential Consultants achieve a score that is within a 0.1% variance of the score of preferred Consultants following a PQP calculation, this will result in a tie break situation between Potential Consultants that are within the 0.1% variance.

25.23 The tie break condition is defined as the Potential Consultant with the lowest numerator in the Price/Quality formula (i.e that has the lowest Price) will be awarded the Call Off Agreement. If the tie cannot be broken according to Price, it will be broken by the tenderer that receives the highest marks for the following questions, until the tie is broken, to be taken in the following order of priority:

- Order of Priority

- Q 2.2 Provide a detailed method statement for delivery which covers each of the core services described in Section 6 of the Client's Statement of Requirements and Scope at Appendix L ('Core Disciplines Overview'), drawing on a relevant case study(s) to enhance your response.

- ii. Q 2.1 Please confirm the resourcing approach that you propose to use in delivering the Services including your rationale for their appointment of the Senior Account Management Team.

26. General Notices/Requirements

- 26.1 The issue of this ITT is not to be construed as a commitment by the Client to enter into a Call Off Agreement as a result of the Procurement Process. Any expenditure, work or effort undertaken prior to the execution of any Call Off Agreement is accordingly a matter solely for the commercial judgement of the Potential Consultant and (if applicable) members of the Potential Consultant's Team.

APPENDIX A - FINANCIAL VIABILITY RISK ASSESSMENT (FVRA) PROCESS & GUIDANCE

Attached separately within the document pack

APPENDIX B - NOT USED

APPENDIX C - NOT USED

APPENDIX D (EVALUATION CRITERIA AND SCORING METHODOLOGY)

Multi- Disciplinary Professional Services to Support DWP Estates Projects Lifecycle Works and Recharge

SECTION 1

Qualification Questions – PASS/FAIL

Insurance requirements:

1.1.1 Please ONLY provide confirmation that you have the minimum cover, and can supply PDF copies of insurance documents prior to any contract signature, in respect of:

- a. £5million Employers liability insurance.
- b. £5million Public liability insurance; and
- c. £2million Professional Indemnity insurance (including £1million pounds for fire safety and asbestos).

Full insurance details are described in Appendix H (Call Off Agreement)

Note that the Client will be verifying this information at Contract Award stage.

Security requirements:

1.2.1 Please provide PDF copy of Cyber Essentials or equivalent certificate as required under the Framework.

Tender Certificate:

1.3.1 Please provide a PDF scanned copy of the signed and dated Tender Certificate (without any caveats and unauthorised amendments)

Conflict of Interest:

1.4.1 Please confirm whether you have a conflict of interest, if you declare you do have one you must provide a statement of how it will be dealt with (including conflicts within the supply chain).

Form of Contract

1.5.1 Does the Potential Consultant accept the Call Off Agreement specified in Appendix H which is based upon Framework Schedule 4 A (NEC4 PSC Template Call Off Agreement) inclusive of the Client's amendments?

Financial Viability Risk Assessment

1.6.1 Please confirm that you are able to provide the information requested in Appendix A relating to their accounts to allow the Client to assess Financial Standing.

Sub-Consultants and/or Consortia Arrangements

1.7.1 Please confirm that all sub-consultants (including the employers of potential staff that will work on the services) and/or consortium organisations proposed by the Potential Consultant as part of their Tender response are approved for use on the RM6165 Framework?

SECTION 2					
TECHNICAL QUALITY QUESTIONS					
	Question Area	Permitted Page Number	Weighting (%)	Highest Question Score Available	Maximum Points
2.1	<p>Please confirm the resourcing approach that you propose to use in delivering the Services including your rationale for their appointment of the Senior Account Management Team. Your response should include the following:</p> <ul style="list-style-type: none"> • A high-level organogram of the management structure of the team delivering the Service, showing named individuals for your Senior Account Management Team, with roles included for the remainder (maximum 1 side of A4 for the organogram). Provision of an overview setting out key relevant skills and experience for each named individual in the Senior Account Management Team. • A narrative of the capability, suitability, qualifications, and experience of each of the core services and how you propose to best utilise those capabilities to deliver the requirements set out in the Statement of Requirements and Scope. • A description of how your proposal ensures the establishment of a dedicated core delivery team that can consistently deliver the requirements set out in the Statement of Requirements and Scope for the full duration of the Call Off Agreement. • Completion of a narrative on how you propose to deliver the non-Core requirements based on the requirements set out in Section 7 of the Statement of Requirements and Scope (Non-Core Service Requirements). 	4	20	4	80
2.2	<p>Provide a detailed method statement for delivery which covers each of the core services described in Section 6 of the Statement of</p>	6	25	4	100

	Question Area	Permitted Page Number	Weighting (%)	Highest Question Score Available	Maximum Points
	<p>Requirements and Scope at Appendix L ('Core Disciplines Overview'), drawing on a relevant case study(s) to enhance your response, including how you have applied any lessons learnt to improve service delivery. In addition, the response should include the following for each of the Core Services:</p> <ul style="list-style-type: none"> • An explanation of how the Potential Consultant's relevant expertise, knowledge, skills, systems, processes, and technology will enhance delivery. • The Potential Consultant's approach that will be taken to provide all reporting required as detailed in the Statement of Requirement and Scope, including management data; monthly performance management reports; and progress trackers. <ul style="list-style-type: none"> ○ 2.2.1 For the Principal Designer Core Service, the following additional evidence to approach and methodology is requested: <ul style="list-style-type: none"> (i) Project initiation (ii) Management of the works, including subcontractors (iii) Management of Health and Safety (iv) Document management (v) Escalation of issues 				
2.3	<p>Describe your proposed method for resource modelling, including how you intend to flex your resources to scale up (in the event of a surge) and down (after completion of a project) without negatively impacting delivery of Services. Your response should include the following:</p>	2	20	4	80

	Question Area	Permitted Page Number	Weighting (%)	Highest Question Score Available	Maximum Points
	An example of a situation where your portfolio of work changed significantly by you having to adopt an approach to flex resources to upscale and downscale as a result of unexpected incidences that have arisen.				
2.4	<p>Describe how you will manage risks and contingencies that include the following:</p> <ul style="list-style-type: none"> • An explanation of how you would deal with managing risks and unexpected changes with appropriate mitigations in place to deal with issues should risks materialise, in order to ensure full business continuity and achieve a quality service. • Please include in your answer how you intend to mitigate the risk and manage the segregation of duties between the Cost Management service and the remainder of the Multi-Disciplinary Teams. • Please include in your answer how you intend to mitigate the risk and manage the segregation of duties between the BIM (Building Information Model) Design Team and the remainder of the Multi-Disciplinary Teams. 	2	20	4	80
2.5	Describe your approach to having a robust information management system to ensure that all the Services of this Call Off Agreement are delivered consistently and in compliance with all relevant professional and legal standards, compliant with the Client's approved Information Management system, as described in Section 16 "Management Data" & Section 22 "Information Management" of the Statement of Requirement and Scope.	1	5	4	20
2.6	<p>Social Value</p> <p><i>Please note that we do not require organisations to be subscribed to the National TOMS Framework.</i></p>	3	10	4	40

	Question Area	Permitted Page Number	Weighting (%)	Highest Question Score Available	Maximum Points
	<p>Theme: Tackling economic inequality</p> <p>Policy Outcome: Create new businesses, new jobs, and new skills.</p> <p>Please describe the commitment your organisation will make to ensure that opportunities under the Call Off Agreement deliver the Policy Outcome found in section 15 of the statement of requirements and scope:</p> <p>Please include:</p> <ul style="list-style-type: none"> • Your 'Social Value Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. Note that this will include the Consultant on an annual basis (beginning at year 1) proposing and providing measurable SV deliverables that will be achieved in the following year, to be reported on whether achieved or not confirmed at the KAM. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data. ○ reporting ○ feedback and improvement ○ transparency • How you will influence staff, suppliers, customers, and communities through the delivery of the Call Off Agreement to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering. 				

	Question Area	Permitted Page Number	Weighting (%)	Highest Question Score Available	Maximum Points
Highest Total Score Available: 400					

Financial Evaluated Score (“Price Per Quality Point”)

$$PQP = \frac{\text{Evaluated Price}}{\text{Evaluated Quality Score}}$$

Example Finance Evaluation Score

PQP Scoring Model					
	Evaluation Price (£)	Finance Ranking	Quality Score	PQP ¹	Overall Ranking
Provider A	195,000	1	340	573.52	3
Provider B	200,000	2	380	526.31	1
Provider C	215,000	3	400	537.50	2

¹ PQP will be scored to 2 decimal places

Scoring Methodology

Score	Definition	Score Description
4	Excellent	An excellent answer which provides a full and detailed response to the relevant question and a high level of assurance to the Client that the relevant approach/solution proposed by the Proposed Consultant will be deliverable for the relevant requirements by addressing the evaluation questions in the ITT. The response includes a high level of detail and excellent supporting evidence and no obvious weaknesses in addressing the evaluation questions.
3	Good	A good answer which provides a full response to the relevant question and a good level of assurance to the Client that the relevant approach/solution proposed by the Proposed Consultant will be deliverable and will meet the relevant requirements by addressing the evaluation questions in the ITT. The level of detail and supporting evidence is generally good (though there may be some minor weaknesses in relation to specific elements of the evaluation questions in the ITT).
2	Satisfactory	A satisfactory and sufficient answer which provides a reasonable level of assurance to the Client that the relevant approach/solution proposed by the Proposed Consultant will be deliverable and will meet the relevant requirements by addressing the evaluation questions in the ITT. The level of detail and supporting evidence provided is generally satisfactory and sufficient, though there may be some weaknesses in relation to specific elements of the evaluation questions in the ITT.
1	Poor	An inadequate answer which provides only poor and insufficient assurance to the Client that the relevant approach/solution proposed by the Proposed Consultant will be deliverable and will meet the relevant requirements by addressing the evaluation questions in the ITT. The response contains poor detail and/or limited and insufficient supporting evidence as to one or more material elements of the evaluation questions in the ITT.
0	Unacceptable	An unacceptable answer which is incomplete, provides little or no clarity or detail as to the relevant approach/solution being proposed by the Proposed Consultant and/or gives an unacceptably low or no level of assurance to the Client that the relevant approach/solution proposed by the supplier will be deliverable and will meet the relevant requirements by addressing the evaluation questions in the ITT. The response contains little or no detail and/or supporting evidence as to one or more material elements of the evaluation questions in the ITT.

SECTION 3 – COMMERCIAL EVALUATION

1. The calculated total commercial cost calculated within the Pricing Schedule will be used as the Price when calculating the Potential Consultant's PQP score.
2. Instructions on how to complete the Commercial Envelope are detailed within the Instructions to Tenderers within Appendix F – Pricing Schedule.
3. The total commercial cost (Price) will be the total fee within Tab 6 (6 Commercial Modelling – Totals) of the Pricing Schedule, which will be the total summed price of Tab 4 (Cost Modeling - % fee) and Tab 5 (5 - Cost Modelling - Ad Hoc).
4. Potential Suppliers should be aware that when evaluating costs, the Employer will consider the credibility of the price submitted. If costs are believed to be abnormally low (e.g., unrealistically and/or unsustainably low prices), the Employer will seek clarification from the Potential Supplier to understand the basis of the price submitted. If clarification does not satisfy the Employer's concerns, the Employer reserves the right to exclude the tender from further evaluation.
5. The Potential Supplier is responsible for ensuring that their submitted pricing schedule is below the relevant framework rate and will not have an opportunity to re-submit their commercial pricing after the tender deadline. If the Potential Supplier submits pricing that is above the relevant framework rate within the RM6165 framework (Lot 1), the Employer will inform the Potential Supplier and exclude the tender from the procurement process.
6. Potential Suppliers should note that prices cannot be altered after final tenders have been submitted.

APPENDIX E TENDER CERTIFICATE

Attached separately within the document pack

APPENDIX F PRICING SCHEDULE

Attached separately within the document pack

Attached separately within the document pack

APPENDIX H CALL OFF AGREEMENT

Attached separately within the document pack

APPENDIX K KEY PERFORMANCE INDICATORS (KPIS)

Attached separately within the document pack

APPENDIX L CLIENT'S STATEMENT OF REQUIREMENTS AND SCOPE

Attached separately within the document pack

1. Definitions

1.1. In this Contract Schedule 17 (Exit Management), and where used elsewhere in this Call Off Agreement, the following terms shall have the following meanings:

“Assets”	means all assets used by the Consultant to provide the service in accordance with this Call Off Agreement but excluding the Client Assets;
“Client Assets”	means the materials, data, software, assets, equipment or other property owned by and/or licenced or leased to the Client and which is or may be used in connection with the provision of the service;
“Client Data”	means: <ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> (i) supplied to the <i>Consultant</i> by or on behalf of the <i>Client</i>, and/or (ii) which the <i>Consultant</i> is required to generate, process, store or transmit pursuant to this Call Off Agreement; or (b) any Personal Data for which the <i>Client</i> is the Data Controller;
“Ethical Wall Agreement”	means an ethical wall agreement in substantially the form set out at Annex 2 (Form of Ethical Wall Agreement) of this Contract Schedule 17;
“Exit Plan”	means the plan produced and updated by the <i>Consultant</i> during the <i>service period</i> in accordance with paragraph 5 (Exit Plan) of this Contract Schedule 17;
“Exit Information”	has the meaning given in paragraph 3.1 (Obligations to Assist on Re-tendering of the Service) of this Contract Schedule 17;
“Exit Manager”	means the person appointed by each Party pursuant to paragraph 2.2 (Obligations during the <i>service period</i> to facilitate exit) for managing the Parties’ respective obligations under this Contract Schedule 17;
“Registers”	means the register and configuration database referred to in paragraphs 2.1.1 and 2.1.2 (Obligations during the <i>service period</i> to facilitate exit) of this Contract Schedule 17;
“Replacement Consultant”	any third party service provider of the Replacement Service appointed by the <i>Client</i> from time to time;

“Replacement Service”	means any service which is the same as or substantially similar to the service or any part thereof, which the <i>Client</i> receives in substitution for any part of the <i>service</i> ;
“Termination Notice”	means a written notice of termination issued by a Party in accordance with the terms of this Call Off Agreement;
“Termination Assistance Notice”	has the meaning given in paragraph 5 (Exit Plan) of this Contract Schedule 17;
“Termination Assistance Period”	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the <i>Consultant</i> is required to provide the Termination Services a such period may be extended pursuant to paragraph 5.2 (Exit Plan) of this Contract Schedule 17;
“Termination Services”	means the services and activities to be performed by the <i>Consultant</i> pursuant to the Exit Plan, including those activities listed in Annex 1 (Scope of the Termination Services) of this Contract Schedule 17, and any other services required pursuant to the Termination Assistance Notice;
“Transferable Contracts”	means the Subcontracts, licences for <i>Consultant’s</i> software, licences for third party software or other agreements which are necessary to enable the <i>Client</i> or any Replacement Consultant to perform the <i>service</i> or the Replacement Service;
“Transferring Assets”	has the meaning given in paragraph 7.2.1 (Assets, Subcontracts and Software); and
“Transferring Contracts”	has the meaning given in paragraph 7.2.2 (Assets, Subcontracts and Software).

2. Obligations during the *service period* to facilitate exit

2.1 During the *service period*, the *Consultant* shall:

2.1.1. create and maintain a register of all:

- (i) Assets (if any), detailing their ownership status, physical location; and use within the *service*; and
- (ii) Subcontracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the *service*;

2.1.2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the *Consultant* Provides the Service, which shall contain sufficient detail to permit the *Client* and/or Replacement Consultant to understand how the *Consultant* provides the *service* and to enable the smooth transition of the *service* with the minimum of disruption;

- 2.1.3. agree the format of the Registers with the *Client* as part of the process of agreeing the Exit Plan; and
 - 2.1.4. at all times keep the Registers up to date, in particular in the event that Assets, Subcontracts or other relevant agreements are added to or removed from the *service*.
- 2.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Contract Schedule 17 and provide written notification of such appointment to the other Party prior to the end of the Implementation Phase. The *Consultant's* Exit Manager shall be responsible for ensuring that the *Consultant* and its employees, agents and Subcontractors comply with this Contract Schedule 17. The *Consultant* shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the *Consultant* as are reasonably necessary to enable the *Consultant* to comply with the requirements set out in this Contract Schedule 17. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Call Off Agreement and all matters connected with this Contract Schedule 17 and each Party's compliance with it.

3. Obligations to Assist on Re-tendering of the Service

- 3.1. On reasonable notice at any point during the *service period*, the *Consultant* shall provide to the *Client* and/or its potential Replacement Consultants (subject to the potential Replacement Consultants entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the *Client* of any invitation to tender and/or to facilitate any potential Replacement Consultant undertaking due diligence:
 - 3.1.1. details of the *service*;
 - 3.1.2. a copy of the Registers, updated by the *Consultant* up to the date of delivery of such Registers;
 - 3.1.3. an inventory of Client Data in the *Consultant's* possession or control;
 - 3.1.4. details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - 3.1.5. a list of on-going and/or threatened disputes in relation to the provision of the service and/or in relation to any Client Supply Chain Services;
 - 3.1.6. to the extent permitted by applicable Law, all information relating to Transferring Consultant Employees required to be provided by the *Consultant* under this Call Off Agreement; and
 - 3.1.7. such other material and information as the *Client* shall reasonably require, (together, the "**Exit Information**").
- 3.2. The *Consultant* acknowledges that the *Client* may disclose the *Consultant's* Confidential Information to an actual or prospective Replacement Consultant or any third party whom the *Client* is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the *Client* may not under this paragraph 3.2 disclose any Consultant's Confidential Information which is information relating to the Consultant's or its Subcontractors' prices or costs).

3.3. The Consultant shall:

- 3.3.1. notify the *Client* within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of the service and shall consult with the *Client* regarding such proposed material changes; and
- 3.3.2. provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the *Client*.

3.4. The *Consultant* may charge the *Client* for its reasonable additional costs to the extent the *Client* requests more than six (6) updates in any six (6) month period save to the extent that any such request is reasonably necessary to remedy any inadequacy and/or Defect in Exit Information provided by the *Consultant* to date.

3.5. The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the *Consultant* shall be such as would be reasonably necessary to enable a third party to:

- 3.5.1. prepare an informed offer for the service (or any part thereof); and
- 3.5.2. not be disadvantaged in any subsequent procurement process compared to the Consultant (if the Consultant is invited to participate).

3.6. From the Contract Date the Consultant shall:

- 3.6.1. include in the terms and conditions of employment for all new employees; and
- 3.6.2. shall use all reasonable endeavours to include in any updates to the terms and conditions of employment of any existing employees,

in each case delivering or reasonably likely to be delivering the service or any part thereof such term or terms (at all times compliant with all applicable Law) enabling the Consultant to comply with its obligations under paragraph 3.1.6.

4. Ethical Wall Agreement

- 4.1 The *Client* may require the *Consultant* to enter into an Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the *service* or any part of the *service*.
- 4.2 If required under paragraph 4.1 to enter into the Ethical Wall Agreement, the *Consultant* will return a signed copy of the Ethical Wall Agreement within ten (10) days of receipt. The *Consultant's* costs of entering into the Ethical Wall Agreement will be borne solely by the *Consultant*.

5. Exit Plan

- 5.1. The *Consultant* shall, within three (3) months after the Contract Date, deliver to the *Client* an Exit Plan which:
 - 5.1.1. sets out the *Consultant's* proposed methodology for achieving an orderly transition of the *service* from the *Consultant* to the *Client* and/or its Replacement Consultant on the expiry of termination of this Call Off Agreement;
 - 5.1.2. complies with the requirements set out in paragraph 5.2; and

- 5.1.3. is otherwise reasonably satisfactory to the *Client*.
- 5.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the dispute resolution procedures set out in Option W.2.
- 5.3. The Exit Plan shall set out, as a minimum:
- 5.3.1. how the Exit Information is obtained;
 - 5.3.2. the management structure to be employed during both transfer and cessation of the *service*;
 - 5.3.3. a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.4. how the *service* will transfer to the *Client* and/or the Replacement Consultant, including details of the processes, documentation, data transfer, systems migration and information security;
 - 5.3.5. the scope of the Termination Services that may be required for the benefit of the *Client* (including such of the services set out in Annex 1 as are applicable);
 - 5.3.6. a timetable and critical issues for providing the Termination Services;
 - 5.3.7. any charges that would be payable for the provision of the Termination Services, provided that:
 - (i) during the *service period*, the *Consultant* shall use reasonable endeavours to provide the Termination Services using the resources already allocated to the provision of the service and at no additional cost to the *Client*; and
 - (ii) where and to the extent that Termination Services are to be provided:
 - (A) after the expiry or termination of this Call Off Agreement; and/or
 - (B) during the *service period* and the *Consultant* demonstrates to the *Client's* reasonable satisfaction that it is not possible to provide the Termination Services using the resources already allocated to the provision of the *service*,

the charges for such Termination Services shall be calculated in accordance with the methodology that would apply if such services were being treated as a Contract Change;
 - 5.3.8. how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - 5.3.9. procedures to deal with requests made by the *Client* and/or a Replacement Consultant for Staffing Information pursuant to Contract Schedule 4 (TUPE and List of Notified Subcontractors);
 - 5.3.10. how each of the issues set out in this Contract Schedule 17 will be addressed to facilitate the transition of the service from the *Consultant* to the Replacement

Consultant and/or the *Client* with the aim of ensuring that there is no disruption to or degradation of the *service* during the Termination Assistance Period.

- 5.4. The Parties acknowledge that the migration of the *service* from the *Consultant* to the *Client* and/or its Replacement Consultant may be phased, such that certain parts of the *service* are handed over before others.
- 5.5. The *Consultant* shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Contract Schedule 17 on an annual basis to reflect any changes in the *service* that have occurred since the Exit Plan was last agreed.

Finalisation of the Exit Plan

- 5.6. Within twenty (20) Working Days after service of a Termination Notice by either Party or six (6) months prior to the expiry of this Call Off Agreement, the *Consultant* will submit for the *Client's* approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Contract Schedule 17 and shall reflect any changes in the *service* that have occurred since the Exit Plan was last agreed.
- 5.7. The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the *Client* then such dispute shall be resolved in accordance with the dispute resolution procedures set out in Option W2. Notwithstanding the Parties may not have agreed the final form of the Exit Plan, the *Consultant* shall continue to provide the *service* in accordance with the terms of this Call Off Agreement and, if required by the *Client* pursuant to paragraph 5.1, the Termination Services in accordance with the principles set out in this Contract Schedule 17 and the last approved version of the Exit Plan (insofar as relevant).

6. Termination Services

Notification of Requirements for Termination Services

- 6.1. The *Client* shall be entitled to require the provision of Termination Services at any time during the *service period* by giving written notice to the *Consultant* (a "Termination Assistance Notice") at least four (4) months prior to the date of termination or expiry of this Call Off Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 6.1.1. the date from which Termination Services are required;
 - 6.1.2. the nature of the Termination Services required; and
 - 6.1.3. the Termination Assistance Period (which shall continue no longer than twenty-four (24) months after the date that the Consultant ceases to provide the service).
- 6.2. The *Client* shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the *Consultant* ceases to provide the Termination Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the *Consultant* to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is

otherwise due to expire. The *Client* shall have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the *Consultant* to such effect.

Termination Assistance Period

- 6.3. Throughout the Termination Assistance Period, or such shorter period as the *Client* may require, the *Consultant* shall:
- 6.3.1. continue to provide the service (as applicable) and, if required by the *Client* pursuant to paragraph 5.1, provide the Termination Services;
 - 6.3.2. in addition to providing the service and the Termination Services, provide to the *Client* any reasonable assistance requested by the *Client* to allow the *service* to continue without interruption following the termination or expiry of this Call Off Agreement and to facilitate the orderly transfer of responsibility for and conduct of the service to the *Client* and/or its Replacement Consultant;
 - 6.3.3. provide the service and the Termination Services at no detriment to the performance of the *service*, save to the extent that the Parties agree otherwise in accordance with paragraph 5.4; and
 - 6.3.4. at the *Client's* request and on reasonable notice, deliver up-to-date Registers to the *Client*.
- 6.4. If the *Consultant* demonstrates to the *Client's* reasonable satisfaction that transition of the service and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the *Consultant's* ability to meet one or more particular Performance Levels the Parties shall vary the relevant Performance Level(s) to take account of such adverse effect.

Termination Obligations

- 6.5. The *Consultant* shall comply with all of its obligations contained in the Exit Plan.
- 6.6. Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the *Consultant's* performance of the service and the Termination Services and its compliance with the other provisions of this Contract Schedule 17), the *Consultant* shall:
- 6.6.1. cease to use the Client Data;
 - 6.6.2. provide the *Client* and/or the Replacement Consultant with a complete and uncorrupted version of the Client Data in electronic form (or such other format as reasonably required by the *Client*);
 - 6.6.3. erase from any computers, storage devices and storage media that are to be retained by the *Consultant* after the end of the Termination Assistance Period all Client Data and promptly certify to the *Client* that it has completed such deletion;
 - 6.6.4. return to the *Client* such of the following as is in the *Consultant's* possession or control:
 - (i) all materials created by the *Consultant* under this Call Off Agreement in which the IPRs are owned by the *Client*; and

- (ii) any equipment (including IT equipment and systems) which belongs to the *Client*;
- 6.6.5. vacate any Client's Premises;
- 6.6.6. provide access during normal working hours to the *Client* and/or the Replacement Consultant for up to twelve (12) months after expiry or termination to:
 - (i) such information relating to the *service* as remains in the possession or control of the *Consultant*; and
 - (ii) such members of the Consultant Personnel as have been involved in provision of the *service* and who are still employed by the *Consultant*, provided that the *Client* and/or the Replacement Consultant shall pay the reasonable costs of the *Consultant* actually incurred in responding to requests for access under this paragraph 6.6.6(ii).
- 6.7. Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the *Consultant's* performance of the *service* and the Termination Services and its compliance with the other provisions of this Contract Schedule 17), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving the *service* or Termination Services or for statutory compliance purposes.
- 6.8. Except where this Call Off Agreement provides otherwise, all licences, leases and authorisations granted by the *Client* to the *Consultant* in relation to the *service* shall be terminated with effect from the end of the Termination Assistance Period.
- 7. Assets, Subcontracts and Software**
- 7.1. Following notice of termination of this Call Off Agreement and during the Termination Assistance Period, the *Consultant* shall not, without the *Client's* prior written consent:
 - 7.1.1 terminate, enter into or vary any Subcontract except to the extent that such change does not or will not affect the provision of *service*;
 - 7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
 - 7.1.3 terminate, enter into or vary any licence for software in connection with the *service*.
- 7.2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Consultant pursuant to paragraph 5.3.4, the Parties shall meet to discuss:
 - 7.2.1 which, if any, of the Assets the *Client* requires to be transferred to the *Client* and/or the Replacement Consultant ("Transferring Assets"); and
 - 7.2.2 which, if any, of the Transferable Contracts the *Client* requires to be assigned or novated to the *Client* and/or the Replacement Consultant (the "Transferring Contracts"), in order for the *Client* and/or its Replacement Consultant to provide the *service* from the expiry of the Termination Assistance Period.

7.3. As soon as reasonably practicable following the meeting held pursuant to paragraph 7.2, the *Consultant* shall assign, transfer or procure the novation to the *Client* and/or the Replacement Consultant of the Transferring Assets and Transferring Contracts and shall execute such documents and provide such other assistance as the *Client* reasonably requires to effect such assignment, transfer or novation.

8. Consultant Personnel

8.1 The *Client* and the *Consultant* agree and acknowledge that in the event of the *Consultant* ceasing to provide the service or part of them for any reason, Contract Schedule 4 (TUPE and List of Notified Subcontractors) shall apply.

8.2 The *Consultant* shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the *service* from transferring their employment to the *Client* and/or the Replacement Consultant.

8.3 During the Termination Assistance Period, the *Consultant* shall give the *Client* and/or the Replacement Consultant reasonable access to the Consultant's Personnel to present the case for transferring their employment to the *Client* and/or the Replacement Consultant.

8.4 The *Consultant* shall immediately notify the *Client* or, at the direction of the *Client*, the Replacement Consultant of any period of notice given by the *Consultant* or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

8.5 The *Consultant* shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the *Client* and/or the Replacement Consultant, except that this paragraph shall not apply where the employee, supplier or Subcontractor applies in response to a public advertisement of a vacancy.

ANNEX 1 TO CONTRACT SCHEDULE 17: SCOPE OF THE TERMINATION SERVICES

1. The Termination Services to be provided by the *Consultant* shall include such of the following services as the *Client* may specify:
 - 1.1. ceasing all non-critical software changes (except where agreed in writing with the *Client*);
 - 1.2. notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - a. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the *Client* and/or the Replacement Consultant after the end of the Termination Assistance Period;
 - b. providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
 - 1.3. with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
 - 1.4. providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the service and re-writing and implementing these during the Termination Assistance Period;
 - 1.5. providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the service and re-writing and implementing these such that they are appropriate for the continuation of the service after the Termination Assistance Period;
 - 1.6. providing assistance and expertise as necessary to support the *Client* and/or the Replacement Consultant develop the migration plan for business operations and *Client* Data to the Replacement Consultant, which may include migration approach, testing of plans, contingency options, and handling of historic or archived *Client* Data;
 - 1.7. making available to the *Client* and/or the Replacement Consultant expertise to analyse training requirements and provide all necessary training by such staff as are nominated by the *Client* (acting reasonably) at the time of termination or expiry;
 - 1.8. assisting in the execution of a parallel operation until the effective date of expiry or termination of this Call Off Agreement;
 - 1.9. providing an information pack listing and describing the service for use by the *Client* in the procurement of the Replacement Services;
 - 1.10. answering all reasonable questions from the *Client* and/or the Replacement Consultant regarding the *service*;
 - 1.11. agreeing with the *Client* and/or the Replacement Consultant a plan for the migration of the *Client* Data to the *Client* and/or the Replacement Consultant;

- 1.12. providing access to the *Client* and/or the Replacement Consultant during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the service to the *Client* and/or the Replacement Consultant:
 - a. to information and documentation relating to the *service* that is in the possession or control of the *Consultant* or its Subcontractors (and the *Consultant* agrees and shall procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - b. following reasonable notice and during the *Consultant's* normal business hours, to members of the Consultant Personnel who have been involved in the provision or management of the service and who are still employed or engaged by the *Consultant* or its Subcontractors;
- 1.13. knowledge transfer services, including:
 - a. transferring all training material and providing appropriate training to those *Client* and/or Replacement Consultant staff responsible for internal training in connection with the provision of the service; and
 - b. providing for transfer to the *Client* and/or the Replacement Consultant of all knowledge reasonably required for the provision of the *service* which may, as appropriate, include information, records and documents.
2. To facilitate the transfer of knowledge from the *Consultant* to the *Client* and/or its Replacement Consultant, the *Consultant* shall provide a detailed explanation of the procedures and operations used to provide the service, the change management process and other standards and procedures to the operations personnel of the *Client* and/or the Replacement Consultant.
3. The information which the *Consultant* shall provide to the *Client* and/or the Replacement Consultant pursuant to paragraph 1.13 of this Annex 1 shall include:
 - 3.1. copies of up-to-date procedures and operations manuals;
 - 3.2. agreements with third party suppliers of goods or services which are to be transferred to the *Client* and/or the Replacement Consultant;
 - 3.3. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the *Client* pursuant to this Contract Schedule 17;
 - 3.4. information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 3.5. details of physical and logical security processes and tools which will be available to the *Client*; and
 - 3.6. any relevant interface information, including in relation to the *Consultant's* interface with the *Client's* CAFM System.
4. During the Termination Assistance Period the *Consultant* shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement

Consultant and/or the *Client* access, during business hours and upon reasonable prior written notice, to any Client's Premises for the purpose of effecting a prompt knowledge transfer.

ANNEX 2 TO CONTRACT SCHEDULE 17: ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[] (the “Effective Date”).

BETWEEN:

- (1) [insert NAME OF CLIENT] (the “Client”) [acting on behalf of the Crown] of [insert Client’s address]; and
- (2) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty’s registered address] (the “Counterparty”),

together the “Parties” and each a “Party”.

BACKGROUND

- (A) The Client is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- (B) The Client is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (the “Purpose”).
- (C) The Parties wish to enter into this Agreement (defined below) to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders (defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“**Agreement**” means this ethical wall agreement duly executed by the Parties;

“**Bid Team**” means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- a) Government Departments;
- b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);

- c) Non-Ministerial Departments; or
- d) Executive Agencies;

“**Conflicted Personnel**” means any Representatives of:

- a) the Counterparty;
- b) any of the Counterparty’s Affiliates; and/or
- c) any Subcontractors,

who, because of the Counterparty’s, any of its Affiliates’ and/or any Subcontractors’ relationship with the Client under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

“**Contract**” means any pre-existing or previous contract between the Client and:

- a) the Counterparty;
- b) any of the Counterparty’s Affiliates;
- c) any Subcontractor; and/or
- d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process;

“**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and “**Controls**” and “**Controlled**” shall be interpreted accordingly;

“**Effective Date**” means the date of this Agreement as set out above;

“**Invitation to Tender**” means an invitation to submit tenders issued by the Client as part of an ITT Process (and shall include an Invitation to Negotiate);

“**ITT Process**” means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Client has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Client as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

“**ITT Response**” means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT Process;

“**Other Bidder**” means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process;

“**Procurement Process**” means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this

Agreement, and ending on the occurrence of: (i) the publication by the Client of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Client;

“**Procurement Regulations**” means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.) (EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time;

“**Professional Advisor**” means a consultant, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT Response;

“**Purpose**” has the meaning given to it in recital B to this Agreement;

“**Representative**” refers to a person’s officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process;

“**Subcontractor**” means an existing or proposed subcontractor of:

- (a) the Counterparty; and/or
- (b) any of the Counterparty’s Affiliates,

who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response);

“**Third Party**” means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

“**Working Day**” means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.2. Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3. Reference to the disclosure of information, or provision of access, by or to the Client, the Counterparty, any of the Counterparty’s Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Client, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.4. Reference to persons includes legal and natural persons.
- 1.5. Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6. Reference to “Clauses” and “recitals” are to clauses of and recitals to this Agreement.
- 1.7. Reference to any gender includes any other.
- 1.8. Reference to writing includes email.
- 1.9. The terms “**associate**”, “**holding company**”, “**subsidiary**”, “**subsidiary undertaking**” and “**wholly owned subsidiary**” have the meanings attributed to them in the Companies

Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.

- 1.10. The words “**include**” and “**including**” are to be construed without limitation.
- 1.11. The singular includes the plural and vice versa.
- 1.12. The headings contained in this Agreement shall not affect its construction or interpretation.

2. ETHICAL WALLS

- 2.1 In consideration of the sum of £1 payable by the Client to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

Conflicts of Interest

- 2.2 The Counterparty:
 - 2.2.1. shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Client under any Contract or pursuant to an open and transparent ITT Process; and
 - 2.2.2. acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Client under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.
- 2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Client's satisfaction, including one or more of the following:
 - 2.3.1. not assigning any of the Conflicted Personnel to the Bid Team at any time;
 - 2.3.2. providing to the Client promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Client promptly upon any change to it;
 - 2.3.3. ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:

- (a) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or
- (b) which would or could in the opinion of the Client confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

becoming available to the Bid Team where the Client has not made generally available that information to Other Bidders;

- 2.3.4. ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- 2.3.5. ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors in a form to be approved by the Client;
- 2.3.6. physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 2.3.7. providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
- 2.3.8. monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 2.3.9. ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 2.3.10. complying with any other action as the Client, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

Notification of Conflicts of Interest

2.4 The Counterparty shall:

- 2.4.1. notify the Client immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 2.4.2. submit in writing to the Client full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and
- 2.4.3. seek the Client's approval to the Proposed Avoidance Measures which the Client shall have the right to grant, grant conditionally or deny (if the Client rejects the Proposed Avoidance Measures the Counterparty shall repeat the

process set out in this Clause 2.4 until such time as the Client grants approval or the Counterparty withdraws from the ITT Process).

- 2.5 The Counterparty will provide to the Client, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Client.
- 2.6 The Client reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.
- 2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Client of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

Exclusion from the ITT Process

- 2.8 Where, in the reasonable opinion of the Client, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Client's approval of the Proposed Avoidance Measures the Client shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Client may, in addition to the right to exclude, take such other steps as it deems necessary.
- 2.9 The actions of the Client pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Client.

Bid Costs

- 2.10 In no event shall the Client be liable for any bid costs incurred by:
 - 2.10.1. the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or
 - 2.10.2. any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

Specific Remedies

- 2.11 The Counterparty acknowledges and agrees that:
 - 2.11.1. neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and
 - 2.11.2. in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Client shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

3. SOLE RESPONSIBILITY

- 3.1. It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Client of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Client shall discharge the Counterparty's obligations.

4. WAIVER AND INVALIDITY

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5. ASSIGNMENT AND NOVATION

- 5.1. The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Client.
- 5.2. The Client may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- 5.2.1. any Central Government Body; or
 - 5.2.2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Client; and
 - 5.2.3. the Counterparty shall, at the Client's request, enter into a novation agreement in such form as the Client may reasonably specify in order to enable the Client to exercise its rights pursuant to this Clause 5.
- 5.3. A change in the legal status of the Client such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Client.
- 5.4. If a request is made under clause 5.2.3, and clause 5.2.2 applies, the Counterparty would have reasonable rights to refuse the request in the event there is:
- 5.4.1. a conflict of interest between the Counterparty and the body other than a Central Government Body that is unable to be reasonably mitigated; and/or
 - 5.4.2. the body other than a Central Government Body does not meet reasonable financial standing requirements.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 6.1. A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce

any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. TRANSPARENCY

7.1. The Parties acknowledge and agree that the Client is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Client may disclose the contents of this Agreement to Other Bidders for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8. NOTICES

8.1. Any notices sent under this Agreement must be in writing.

8.2. The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

8.3. Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	Client
Contact		
Address		
Email		

8.4. This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9. WAIVER AND CUMULATIVE REMEDIES

- 9.1. The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2. Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10. TERM

- 10.1. Each Party's obligations under this Agreement shall continue in full force and effect for period of [] years from the Effective Date/[or for the period of the duration of the Procurement Process]

11. GOVERNING LAW AND JURISDICTION

- 11.1. This Agreement and any issues, disputes or claims (whether contractual or noncontractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Client

Name:

Signature:

Position in Client:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:

CONTRACT SCHEDULE 18 CHANGE CONTROL PROCEDURE

1. Definitions

1.1 In this Contract Schedule 18 (Change Control Procedure), the following definitions shall apply:

“Change Authorisation Note”	A written acceptance of a request for a Contract Change which shall be substantially in the form of Annex 2 (Change Authorisation Note) to this Contract Schedule;
“Client’s Service Manager”	the person appointed to that position by the <i>Client</i> from time to time and notified in writing to the <i>Consultant</i> or, if no person is notified, the <i>Client’s Senior Representative</i> ;
“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 (Change Request Form);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Contract Schedule;
“Charges”	means the Tendered Day Rates, Percentage Fee or the Prices;
“Drafting Party”	the Party that will prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Receiving Party for its signature;
“Impact Assessment”	an assessment of a Change Request in accordance with paragraph 5;
“Impact Assessment Estimate”	has the meaning given in paragraph 4.3;
“Receiving Party”	the Party which receives a proposed Change Authorisation Note for signature pursuant to paragraph 6.2; and
“Consultant’s Key Person”	the person appointed to that position by the <i>Consultant</i> from time to time and notified in writing to the <i>Client</i> or, if no person is notified, the <i>Consultant’s Senior Representative</i> .

2. General Principles of Change Control Procedure

- 2.1 This Contract Schedule sets out the procedure for dealing with Contract Changes.
- 2.2 Operational Changes shall be processed in accordance with paragraph 8. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:

- 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 4 (*Change Request*);
 - 2.3.2 unless this Call Off Agreement otherwise requires, the *Consultant* shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 5 (*Impact Assessment*) before the Contract Change can be either accepted or implemented;
 - 2.3.3 the *Client* shall have the right to request amendments to a Change Request, accept it or reject it in the manner set out in paragraph 6 (*Client's Right of Approval*);
 - 2.3.4 the *Consultant* shall have the right to reject a Change Request solely in the manner set out in paragraph 6.3 (*Client's Right of Approval*); and
 - 2.3.5 save as otherwise provided in this Call Off Agreement, no proposed Contract Change shall be implemented by the *Consultant* until a Change Authorisation Note has been signed and issued by the *Client* in accordance with paragraph 6.2 (*Client's Right of Approval*).
- 2.4 Until a Change Authorisation Note has been signed and issued in accordance with paragraph 6.2 (*Client's Right of Approval*), then:
- 2.4.1 unless the *Client* expressly agrees (or requires) otherwise in writing, the *Consultant* shall continue to supply the *services* in accordance with the existing terms of this Call Off Agreement as if the proposed Contract Change did not apply; and
 - 2.4.2 any discussions, negotiations or other communications which may take place between the *Client* and the *Consultant* in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Call Off Agreement.
- 2.5 Unless the *Client* directs otherwise, the *Consultant* shall:
- 2.5.1 within 10 Working Days of the final signature and issue of a Change Authorisation Note, deliver to the *Client* a copy of this Call Off Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
 - 2.5.2 thereafter provide to the *Client* such further copies of the updated Call Off Agreement as the *Client* may from time to time request.

3. Costs

- 3.1 Subject to paragraph 3.2:
- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - 3.1.2 the costs incurred by the *Consultant* in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the *Client* shall not be required to pay any such costs if:

- (a) the *Consultant* is able to undertake the Impact Assessment by using resources already deployed in the provision of the *services*; or
- (b) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the *Consultant* shall be paid for by the *Consultant*.

3.3 The cost of any Contract Change shall be calculated and charged in accordance with the principles and Tendered Day Rates (as applicable) set out in Contract Schedule 3 (Pricing Schedule). The *Consultant* shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the *services* as amended by the Contract Change.

4. Change Request

4.1 Either Party may issue a Change Request to the other Party at any time during the *service period*. A Change Request shall be substantially in the form of Annex 1.

4.2 If the *Consultant* issues the Change Request, then it shall also provide an Impact Assessment to the *Client* as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.

4.3 If the *Client* issues the Change Request, then the *Consultant* shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the *Client* within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the *Client*.

4.4 If the *Client* accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the *Consultant* shall provide the completed Impact Assessment to the *Client* as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the *Consultant* requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the *Client* and provided that sufficient information is received by the *Client* to fully understand:

4.4.1 The nature of the request for clarification; and

4.4.2 The reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the *Client* to provide that clarification. The *Client* shall respond to the request for clarification as soon as is reasonably practicable.

5. Impact Assessment

5.1 Each Impact Assessment shall be completed in good faith and shall include:

5.1.1 details of the proposed Contract Change including the reason for the Contract Change;

- 5.1.2 details of the impact of the proposed Contract Change on the *services*, and the *Consultant's* ability to meet its other obligations under this Call Off Agreement;
- 5.1.3 any variation to the terms of this Call Off Agreement that will be required as a result of that impact, including changes to:
- (a) the Statement of Requirements and Scope, the Key Performance Indicators;
 - (b) the format of Client Data, as set out in the *services*;
 - (c) other services provided by third party contractors to the *Client*, including any changes required by the proposed Contract Change to a Client Supply Chain Member's contracts;
- 5.1.4 details of the cost of implementing the proposed Contract Change;
- 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including:
- (a) any increase or decrease in the Charges;
 - (b) any alteration in the resources and/or expenditure required by either Party; and
 - (c) any alteration to the working practices of either Party;
- 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- 5.1.8 such other information as the *Client* may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the UK, in the event of the Personal Data being subject to UK GDPR, or the EU, in the event of the Personal Data being subject to EU GDPR, the preparation of the Impact Assessment shall also be subject to Contract Schedule 5 (Processing Data).
- 5.3 Subject to the provisions of paragraph 5.4, the *Client* shall review the Impact Assessment and respond to the *Consultant* in accordance with paragraph 6 (*Client's Right of Approval*) within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the *Client* receives a proposed Contract Change from the *Consultant* and the *Client* reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the *Consultant* of this fact and detail the further information that it requires. The *Consultant* shall then re-issue the relevant Impact Assessment to the *Client* within ten (10) Working Days of receiving such notification. At the *Client's* discretion, the Parties may repeat the process described in this paragraph 5.4 until the *Client* is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5.5 Without prejudice to paragraph 3.3 (Costs), the calculation of costs for the purposes of paragraphs 5.1.4 and 5.1.5 shall:

- 5.5.1 be based on the Tendered Day Rates (as outlined in Contract Schedule 3 (Pricing Schedule));
- 5.5.2 include estimated volumes of each type of resource to be employed;
- 5.5.3 include full disclosure of any assumptions underlying such Impact Assessment;
- 5.5.4 include evidence of the cost of any assets required for the Change; and
- 5.5.5 include details of any new Sub-contracts necessary to accomplish the Change.

6. Client's Right of Approval

6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the *Consultant* or within ten (10) Working Days of receiving the further information that it may request pursuant to paragraph 5.4, the *Client* shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 6.1.1 accept the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 6.2;
- 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the *Consultant* of the rejection. The *Client* shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the *Consultant* or the *services* to comply with any Changes in Law. If the *Client* does reject a Contract Change, then it shall explain its reasons in writing to the *Consultant* as soon as is reasonably practicable following such rejection; or
- 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the *Consultant* to modify the relevant document accordingly, in which event the *Consultant* shall make such modifications within 5 Working Days of such request. Subject to paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the *Client* shall accept or reject the proposed Contract Change within 10 Working Days.

6.2 If the *Client* accepts the proposed Contract Change pursuant to paragraph 6.1 and it has not been rejected by the *Consultant* in accordance with paragraph 6.3, then it shall inform the *Consultant* and, unless otherwise directed by the *Client*, the *Consultant* shall be the Drafting Party. Following receipt by the Receiving Party of the Change Authorisation Note, it shall sign both copies and return one copy to the Drafting Party. Unless otherwise specified, on the Receiving Party's signature the Change Authorisation Note shall constitute (or, where the *Client* has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Call Off Agreement.

6.3 If the Receiving Party does not sign the Change Authorisation Note within ten (10) Working Days of receipt, then the Drafting Party shall have the right to notify the Receiving Party and if the Receiving Party does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Drafting Party may refer the matter to the dispute resolution procedure in Option W2.

7. Consultant's Right of Approval

7.1 Following an Impact Assessment, if:

7.1.1 the *Consultant* reasonably believes that any proposed Contract Change which is requested by the *Client* would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the *services* to be performed in a way that infringes any Law; and/or

7.1.2 the *Consultant* demonstrates to the *Client's* reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the Statement of Requirements and Scope state that the *Consultant* does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the *Consultant* shall be entitled to reject the proposed Contract Change and shall notify the *Client* of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to paragraph 4.3(*Change Request*).

8. Operational Change Procedure

8.1 Any Operational Changes identified by the *Consultant* to improve operational efficiency of the *services* may be implemented by the *Consultant* without following the Change Control Procedure for proposed Contract Changes provided they do not:

- 8.1.1 have an impact on the business of the *Client*;
- 8.1.2 require a change to this Call Off Agreement;
- 8.1.3 have a direct impact on use of the *services*; or
- 8.1.4 involve the *Client* in paying any additional Charges or other costs.

8.2 The *Client* may request an Operational Change by submitting a written Request for Operational Change ("**RFOC**") to the *Client's Senior Representative*.

8.3 The RFOC shall include the following details:

- 8.3.1 the proposed Operational Change; and
- 8.3.2 the time-scale for completion of the Operational Change.

8.4 The *Consultant* shall inform the *Client* of any impact on the *services* that may arise from the proposed Operational Change.

8.5 The *Consultant* shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the *Client* when the Operational Change is completed.

9. Communications

For any Change Communication to be valid under this Contract Schedule, it must be

sent to either the *Client's* Service Manager or the *Consultant's* Senior Representative, as applicable. The provisions of Clause 13 (Communications) shall apply to a Change Communication as if it were a notice.

ANNEX 1 OF CONTRACT SCHEDULE 18: CHANGE REQUEST FORM

CR No.:	Title:	Type of change:
Call Off Agreement:		Required by date:
Action:	Name:	Date:
Raised by:		
Area(s) impacted (optional field):		
Assigned for impact assessment by:		
Assigned for impact assessment to:		
Consultant reference no.:		
Full description of requested Contract Change (including proposed changes to the wording of the Call Off Agreement):		
Details of any proposed alternative scenarios:		
Reasons for and benefits and disadvantages of requested Contract Change:		
Signature of requesting change owner:		
Date of request:		

CR No.:	Title:	Date raised:
Call Off Agreement:	Type of change:	Required by date:
[Key milestone date: [if any]]		
Detailed description of Contract Change for which impact assessment is being prepared and wording of related changes to the Call Off Agreement:		
Proposed adjustment to the Charges resulting from the Contract Change:		
Details of proposed one-off additional Charges and means for determining these (e.g. fixed price basis):		
Signed on behalf of the Client:		Signed on behalf of the Consultant:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

CONTRACT SCHEDULE 19 DWP POLICY ON EXPENSES FOR BUSINESS TRAVEL & ACCOMMODATION**1. Circumstances where DWP will not reimburse expenses incurred**

- 1.1. DWP will not reimburse costs incurred for travel to, or accommodation at, DWP project sites except where expenses fall within the criteria of paragraph 2.1 of this Contract Schedule 19.
- 1.2. Additionally, to comply with Propriety and Regularity, Audit and Tax rules DWP will not pay, or be responsible for the payment of any fines or penalty charges in respect of private vehicles etc. during the undertaking of duties for DWP.

2. Circumstances where DWP will reimburse expenses incurred

- 2.1 DWP will re-imburse necessary and reasonable business travel and accommodation costs incurred during the undertaking of duties for DWP. This is subject to:
 - All such expenses being agreed with DWP in advance.
 - The rules for claiming expenses must be in accordance with the DWP Policy on Expenses for Business Travel & Accommodation for Contractors, Interim Managers and Consultants in force at the time the expense is incurred.
 - The site or project requiring a significantly higher volume of travel or accommodation than may usually be expected in the usual course of business.
 - All such expenses must have been incurred in performing DWP services away from their main base location of DWP work and be minus the cost of travel to the usual place of work.
 - Appropriate documentary evidence, such as receipts and tickets, of such expenses being incurred is provided to the appropriate DWP contact.
 - The expenses must be submitted at the same time as the relevant timesheet

3. Offshore Personnel

- 3.1 In respect of Contractors/Interim Managers/Consultants who are located outside the UK:
 - Business Travel and Accommodation expenses incurred in offshore locations will not be reimbursed.
 - Where the Contractor decides to bring off-shore Contractors/Interim Managers/Consultants into the UK to perform DWP services i.e., they become “landed”, then the DWP Policy on Expenses for Business Travel & Accommodation for Contractors, Interim Managers and Consultants may apply to costs incurred within the UK.
 - DWP will not be liable for any expenses incurred for the Contractors/Interim Managers/Consultants to be “landed” i.e., for travel from the off-shore location to the on-shore location.

4. General statements on Business Travel and Accommodation

- 4.1 Before committing to any travel arrangements Contractors/Interim Managers/Consultants must discuss travelling needs with their DWP manager and assess whether the following could be used:
- video conferencing
 - telephone conferencing
 - web conferencing
 - audio conferencing
 - The business needs to travel
 - The most economical and suitable means of travel, considering value for money and sustainability factors
- 4.2 Business journeys must only be made when face-to-face meetings are essential. Authorisation to travel must be received from the DWP Service Manager before committing to make travel arrangements.
- 4.3 The most cost effective/value for money option should be obtained and Contractors/Interim Managers/Consultants can use their own organisations' booking agent(s) or low-cost alternatives. Advantage should be taken of any offers for reduced travel (including Restricted and Advanced Purchase Tickets/Advanced Booking for Rooms) or room rates. Alternatively, DWP employees can book travel on behalf of contractors. Please refer to DWP Guide to Managing Contractors for guidance. Any claims for the cost of travel and accommodation must be evidenced with supporting documentation and receipts.
- 4.4 No organisational or personal benefit must be obtained arising from the promotions, offers, or reward schemes that ensue from official travel or accommodation paid for by DWP, whether in advance or by refund. Where such promotions or offers are available, the Contractors/Interim Managers/Consultants should agree with DWP, whenever possible, how to use any such benefits to offset against other expenses payable by DWP.
- 4.5 DWP reserves the right to reject claims for unreasonable expenses, or expenses which could have been avoided if a journey had been better planned.

5. Rates and Expenses type

The types of expenses and the rates payable are given at Annex 1 below and are applicable from 1st September 2021. The rates payable are subject to change.

- 5.1 Claims for Mobile Phone calls and Internet Use - Costs for mobile telephone calls and Internet use cannot be claimed.
- 5.2 Public Transport including Rail Travel - On public transport standard class travel must be used. First class travel is strictly prohibited irrespective of the duties undertaken.
- The use of Rail, Oyster and other discount cards or schemes is encouraged if evidence is shown that these will save DWP more than their cost.
- 5.3 Taxis - Taxi fares may be reimbursed for Business Travel where their use is reasonable in the circumstances. Actual fares only can be claimed in the following circumstances:

- Where there is no other suitable method of public transport
- In exceptional and infrequent circumstances where the saving of official time is important
- When heavy luggage must be handled
- When shared by colleagues and the fare overall is cheaper than public transport

5.4 Air Travel - Claims for domestic air travel are not permitted unless the flight is over 300 miles. This limit is for one -way flights within the British mainland. For travel between the destinations shown below air travel is not permitted, journeys must be taken by rail:

- Newcastle and London
- Birmingham and Newcastle
- Manchester and London

Economy Class air travel must always be booked when travelling on domestic flights within the UK. No Business Class or First-Class tickets must be booked on domestic flights regardless of the length/duration of journey.

5.5 Private Motor Vehicles - Private Vehicle Use - DWP aims to reduce mileage travelled in private motor vehicles undertaken by Contractors/Interim Managers/Consultants. When considering the use of a vehicle on official business, Contractors/Interim Managers/Consultants must only use their own vehicle for business journeys when there is no other practicable mode of transport including public transport. Permission must be gained from DWP for each business journey carried out in a private vehicle.

Before undertaking such journeys the Consultant/supplier must check that the contractor/interim manager/consultant holds a full current driving licence. The private vehicle must be roadworthy and, where required, have a valid MOT Test Certificate. All contractor personnel must ensure their motor vehicle insurance policy includes an Employer Indemnity clause in addition to the Business Use clause. It is the policyholder's responsibility to check with their insurance company that they have both types of cover and for DWP to validate this. There are mileage restrictions of a maximum of 1000 miles per financial year and 100 miles per day once authorisation has been obtained. Contractors/Interim Managers/Consultants who genuinely need to travel more than 1000 miles per year or 100 miles per day in their own vehicle must have written permission from DWP in the form of Business Case authorised at least UG7 Grade.

Note: For daily journeys over 100 miles, an exemption is required only if it is likely to be a regular occurrence. One -off situations can be approved locally with no form required.

Reasons for granting permission must be clearly documented in a Business Case (Annex 2) and retained for audit purposes.

Mileage rates can be claimed as detailed in Annex 1.

Car parking fees can be claimed on production of the appropriate documentary evidence. Receipts and tickets should be provided to the appropriate DWP contact. However, DWP will not provide remuneration for travel on Toll Roads.

5.6 Overnight Accommodation

5.6.1 Hotel - Where it is necessary for Contractors/Interim Managers/Consultants to stay away from their main base location(s) for the performance of the contract then:

- a) Expenses will only be reimbursed where it is not possible for the Contractor Personnel to stay at their home.
- b) The following two principles must apply to any accommodation booking:
 - i) It must be as close to the traveller's end location as possible and within a 5-mile radius; and
 - ii) It must be the most economical option, having considered the whole trip cost, such as public transport costs, taxi fares and travelling time.

Regional maximum limits for claims for overnight hotel accommodation are included at Annex 1.

5.6.2 Overnight stay with relatives or friends - Where a contractor/interim manager/consultant elects to stay with friends or relatives rather than in a hotel or other commercial establishment, then the Overnight Accommodation rates do not apply. Alternatively, the Friends and relatives' allowance is payable at a flat rate to cover accommodation.

