

CCS Offsite Construction Solutions Framework RM6184 Framework Alliance Contract Version 1.1

FRAMEWORK ALLIANCE AGREEMENT

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SCHEDULE 5

PART 2 ANNEX A PROJECT HIRE AGREEMENT

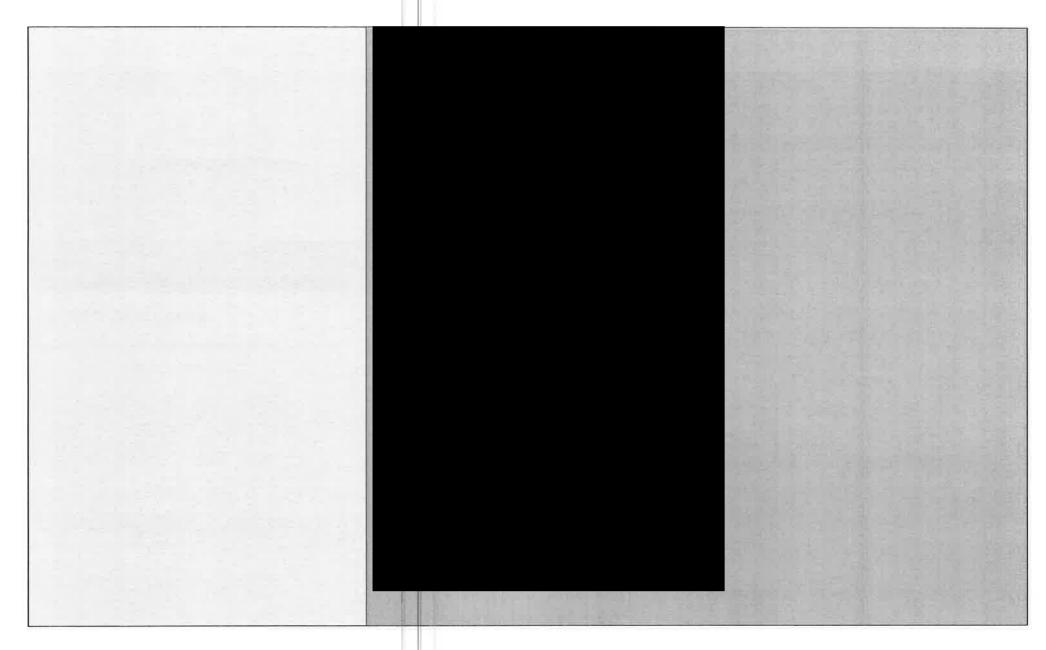
Project Hire Agreement - Annex A

The Additional Client guidance: This Project Hire Contract Form, when completed and executed by both Parties, forms a Pre-manufactured primary structural systems Order. A Pre-manufactured primary structural system Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form

Fields Additional Client to complete prior to tender and included in tender pack.	Fields Additional Client to complete on award of Project	
Supplier Alliance Member to complete	Automatic Fields Populated by Contract	
ACUA NUMBER	OCS-28726-2023	dink.
PURCHASE ORDER REFERENCE	PO: HME601041	
DATE OF ORDER	08 September 2023	
HIRE TERMS	FAC1 - Schedule 5 part 2 (see Special Terms)	
THE ADDITIONAL CLIENT		A

THE ADDITIONAL CLIENT	THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (The Home Office)
THE ADDITIONAL CLIENT CONTACT	
THE ADDITIONAL CLIENT EMAIL ADDRESS	
THE ADDITIONAL CLIENT POSTAL ADDRESS	2 Marsham Street, London, SW1 4DF
INVOICING EMAIL ADDRESS	
THE SUPPLIER ALLIANCE MEMBER	
THE SUPPLIER ALLIANCE MEMBER	Portakabin Ltd
SUPPLIER ALLIANCE MEMBER ADDRESS	Yorkon House, New Lane, Huntington, York, YO32 9PT
SUPPLIER ALLIANCE MEMBER PROJECT LEAD	THE REAL PROPERTY.
SUPPLIER ALLIANCE MEMBER EMAIL	
THE DELIVERABLES	
	For full details see 04 Statement Of Requirements - Scampton v2.0and 02 Scampton Offer Document - Rev D 19.09.23
Pre-manufactured primary structural system / Project summary	The goal of the Project is to provide non-detained accommodation at Scampton, including the following:

	The supply of and fit out of modular units
	Furniture & furnishings as set out in Offer Document Rev C and summarised in the Statement of Requirements
	Delivery and installation including groundworks,
	Maintenance of the building fabric and installed systems, including Fire Alarms and Fire Suppression where installed
	Removal and collection upon Project completion.
	The below summarises the spaces to be included and the furnishings to be provided by the Supplier in each.
Project Services and Project Programme	



FAC-1 and schedules for Crown Commercial service RM6184 Off-site Construction Solutions Framework Agreement

Full Maintenance Required	Maintenance of the building fabric and installed systems, including Fire Alarms and Fire Suppression where installed
Do you want to separate Fit out costs from hire cost?	No
	See below for amendment or enhancements to Schedule 5 part 2.
Special Terms	The following are to be included as Special Terms: Special Terms Schedule v1.0 KPIs for Modular Accommodation v0.4 Statement Of Requirements - Scampton v2.0

DELIVERY PLACE	RAF Scampton, Ermine Street A15, Scampton, Lincolnshire, LN1 2ST
	See Phased timetable in attached Offer Document Rev D and summary below:
DUE DELIVERY DATE	
HANDOVER DATE	See above
INITIAL HIRE PERIOD	104 weeks
NOTICE PERIOD	3 Weeks
CONTRACT END DATE	31 Oct 2025
CONTRACT NOTICE DATE	05 August 2025
	Yes
	4 Weeks
EXTENSION OPTION PERIOD	Rolling
PRICE	
FOR PRICING SEE ATTACHMENT 05 S	campton Costs & Pricing v2.0

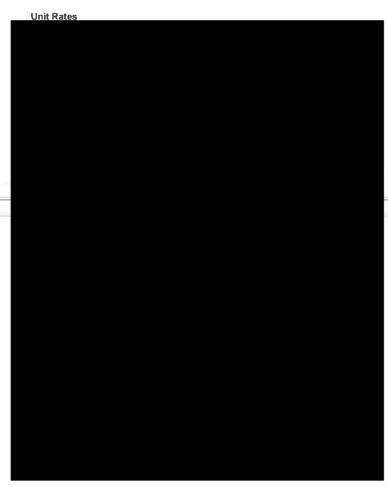
			One Off		Weekly
Total Fit Out cost and	d conversation		THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO PE	155 S. C. C. C.	ET WATER STATE
Periodic Hire			No. of Part 1		
Maintenance					
Delivery					
Installation					
Removal (estimate)		Ins d			
	Planning		No sale known		
	Building control				
	Design				
Consultancy	Other				
Other	[Insert Detail]				
	SUB TOTAL		£	- 11	£
HIRE PAYABLE BY THE ADDITIONAL CLIENT		£			•
				Weekly	
Extension	Hire period option	200	107-107	AND DESCRIPTION	
PAYMENT and Insur	rance				
		4 3 5			

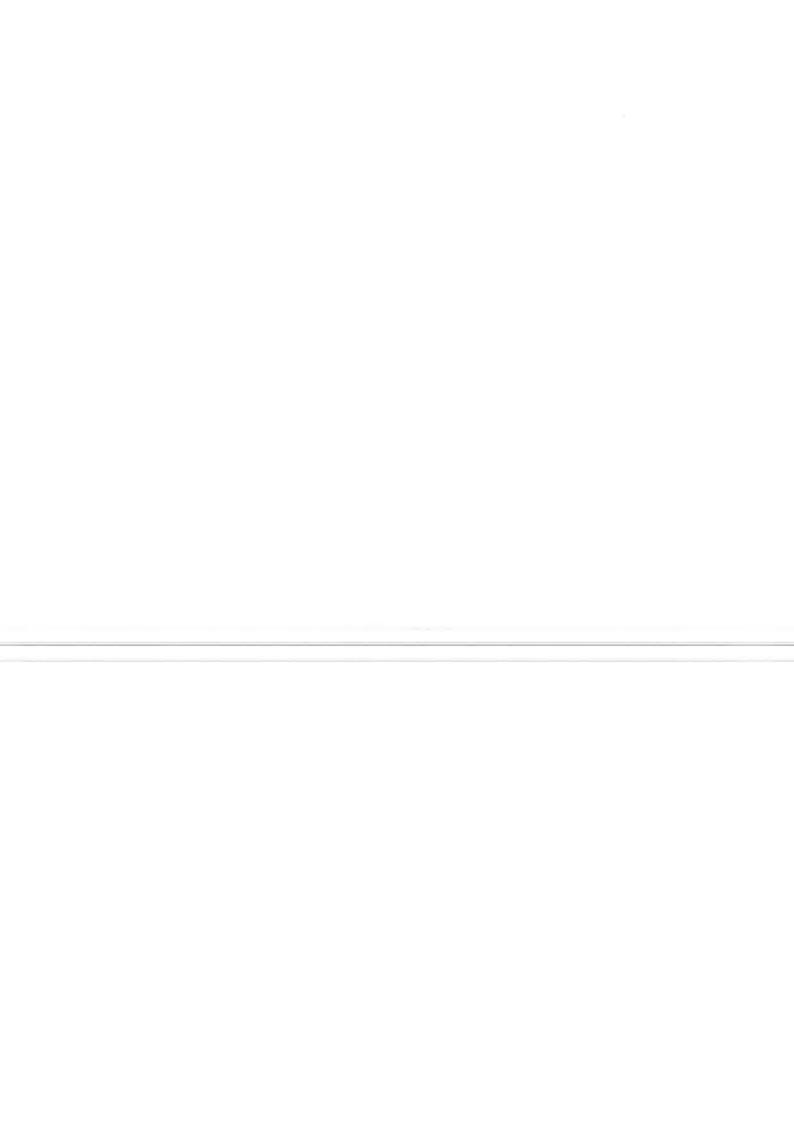
FREQUENCY OF INVOICES	Monthly
PAYMENT	The Client or Additional Client shall pay the Supplier Alliance Member within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Pre-manufactured primary structural system Order Form and the provisions of the Project Contract.
Value of required insurance to cover buildings and equipment hired, none as Total Loss Value	
	THE SUPPLIER ALLIANCE MEMBER AGREES that an agreement is formed under the terms of the ej incorporating the Project Contract Conditions relating to Pre-manufactured structural system set out in that Contract
	For and on behalf of the Client or Additional Client
Name and Title	
Signature	
Date	
	For and on behalf of the Supplier Alliance Member
Name and Title	
Signature	
Date	

One Off Costs

Hire Costs







SPECIAL TERMS SCHEDULE

The following special terms are incorporated into the Project Contract.

Special Term 1 - Order of Precedence

Insert new clause 2.14:

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

Special Term 2 - Limitation of Liability

Insert new clause 13.6:

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

Special Term 3 - Delays

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

Insert new clause 7.17:

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

Special Term 4 - Modular Building Collection

Delete clause 11.1 and replace with the following clause 11.1:

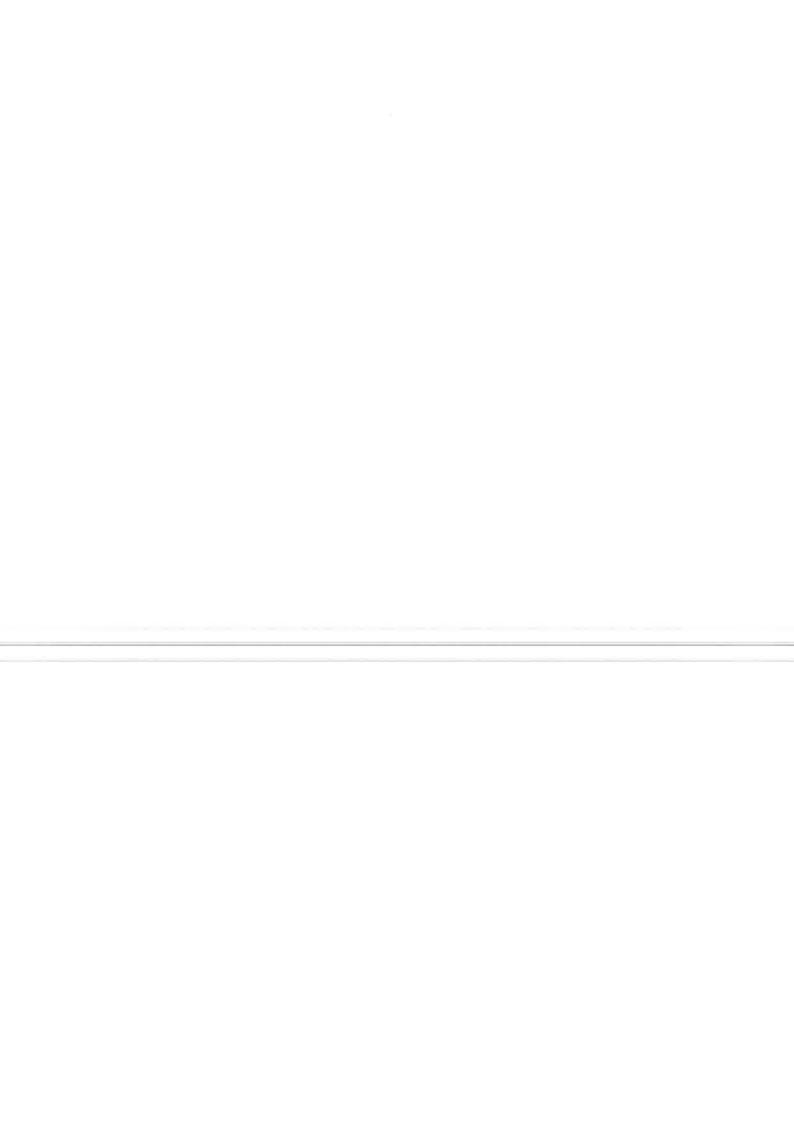
11.1 At the Additional Client's cost, unless otherwise agreed in writing between the Supplier Alliance Member and the Additional Client, the Supplier Alliance Member must remove the Premanufactured Primary Structural Systems from the Site or from any other agreed place of collection within five (5) Working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

Insert new clause 11.5

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

Special Term 5 - Unavailability Payment

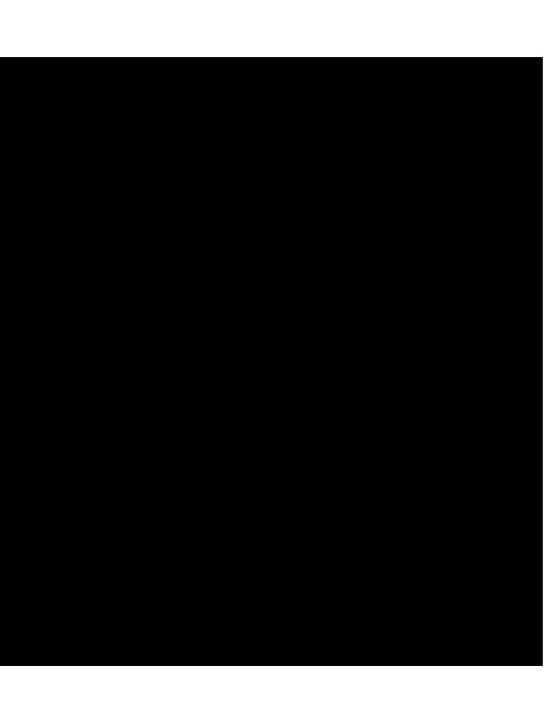
The *Unavailability Payment* referred to in clause 12.3(b) shall not be applicable, unless expressly stated as applicable in the *Project Hire Agreement*.



Modular KPIs

(substitution)

Topic	KPI Ref	KPI Name	Description
Commercial	KPI01	Financial Accuracy	The timely and accurate submission of all requested financial information
Commercial	KPI02	Communications	The supplier providing: -A response to formal communications from the HO Contract Manager within 2 days -A report of site progress and activities including the number of units installed, any faults identified or rectified, and all required safety information at a frequency of a) 1 per week while construction work is active (installation or removal of units) b) 1 per month when there is no active construction work
Productivity	KP103	Maintaining the delivery of the agreed programme	A programme of work/timeline will be agreed with the supplier or the this KPI measures adherence to it (where delays not agreed with or caused by the HO).
Productivity	KPI04	Achieving agreed productive outputs.	Quantity achieved of the proposed volume of work (deliverables) in the period versus plan/programme (where delays not caused the HO)
Quality	KPI05	Fault Management and Responses	Rectification of any faults identified by HO as per the fault rectification times: -Priority 1: Within 24-hours (Emergency) - Health and safety related or issues causing risk to facility users, -Priority 2: Within 3-days (Urgent) - Follow up to priority 1 or matters causing disruption 8 inconvenience to building users: -Priority 3: Within 7-days (Routine) - Items causing minor inconvenience to building users (not within FM agreed scope)
Quality	KPI06	Completion of works to standard/specification	Works completed to specification and approved by HO Non- Conformance are recorded by the supplier or HO
Safety	KP107	Minor Incidents	To measure the amount of injuries that have not resulted in lost time. The HO want to ensure suppliers show good practice in reporting injuries, so that trends or issues can be identified in ensuring the safety of workers.
Safety	KPI08	RIDDOR Incidents	Reporting of Injuries, Diseases and Dangerous Occurance Regulations
Safety	KPI09	Hazard Reporting	It has been demonstrated that increasing the number of hazards identified leads to a greater number of accidents being prevented.
Social Value	KPI10	Social Value	Provision of Social Value as agreed in the contract. To be measured based on availability of Training Room with fully operational equipment





Portakabin

Home Office Accommodation Programme – Scampton Site Offer Document

Contents

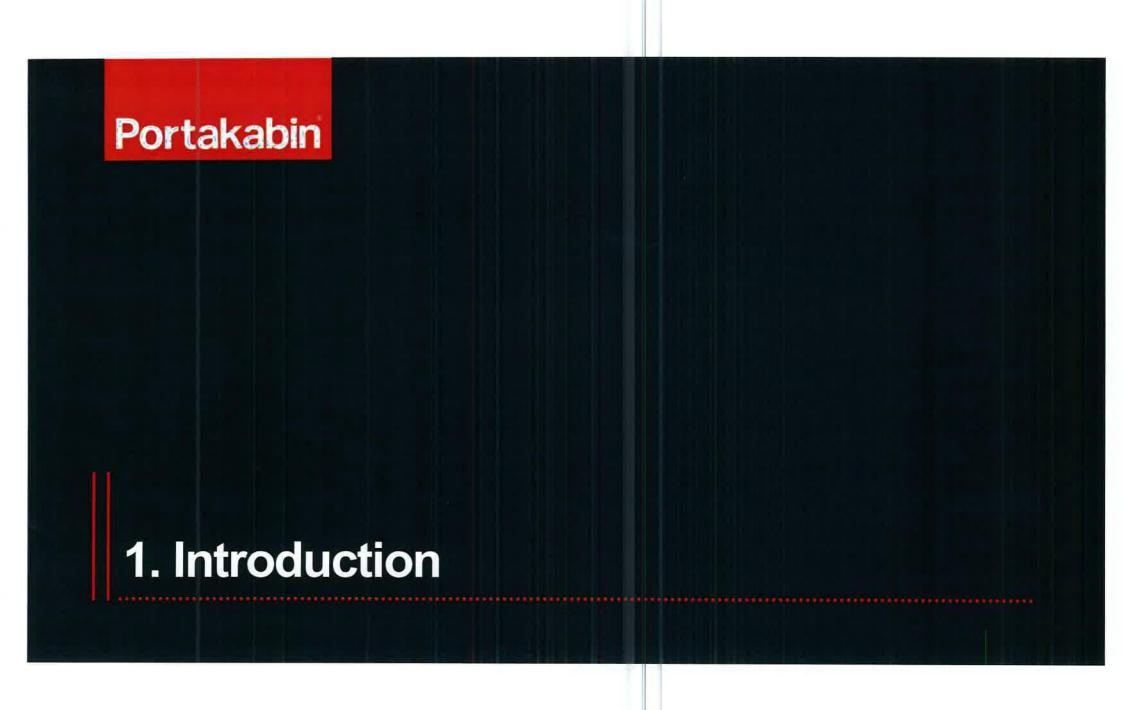
- Introduction
- Financial Summary
- Standard Building Types & Layouts
- Scampton Site Layouts
- Specification Details inc Furniture

Appendices:

- App. 1 Scampton Kitchen Details Rev 10
- App. 2 Maintenance and Support
- App. 3 Social Value
- App. 4 General Clarifications
- App. 5 Project Specific Clarifications

Portakabin





Introduction

Portakabin 2. Financial Summary

Financial Summary – Scampton Phases 1 - 8

Payment Schedule – Scampton Phases 1 - 8

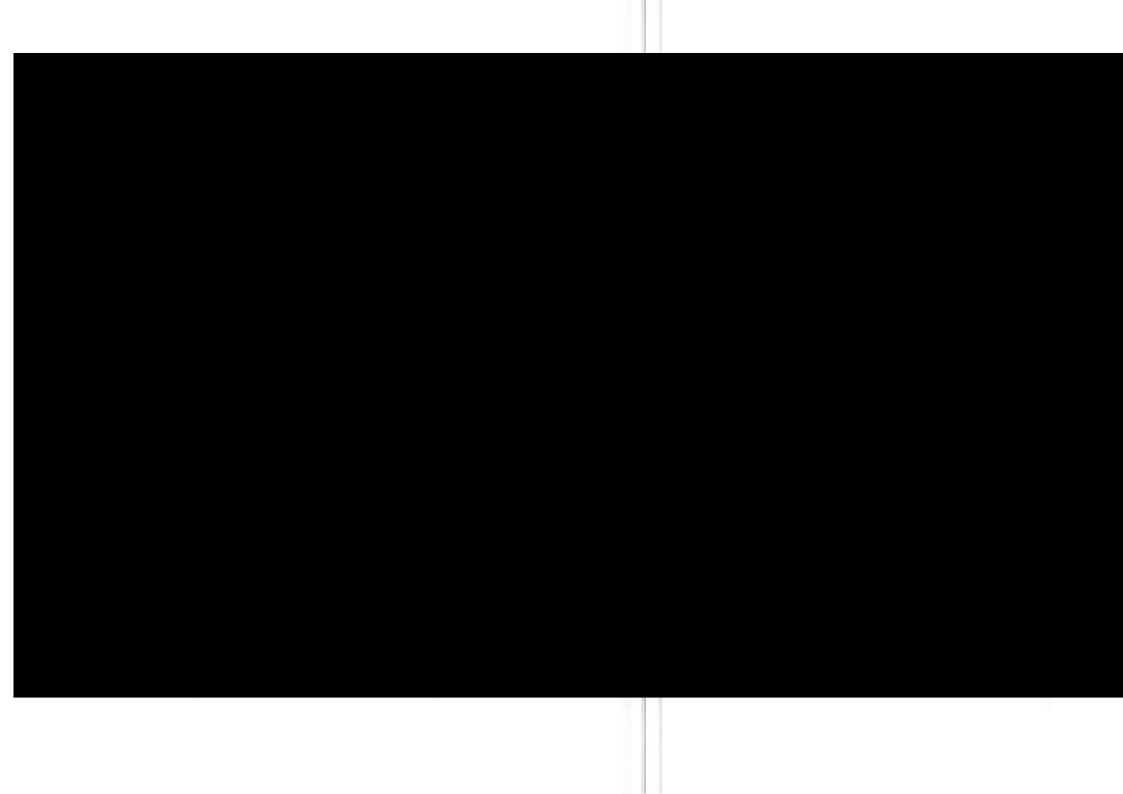


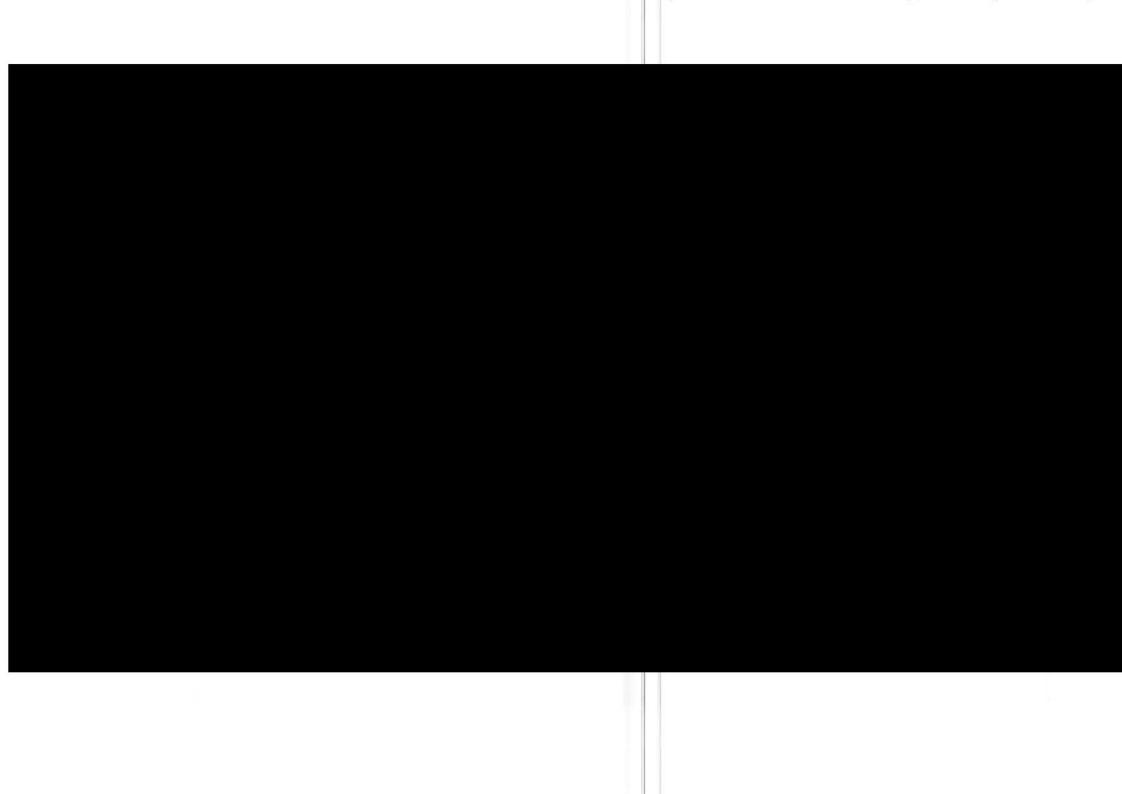
Portakabin 3. Standard Building Types & Layouts

Standard Building Types



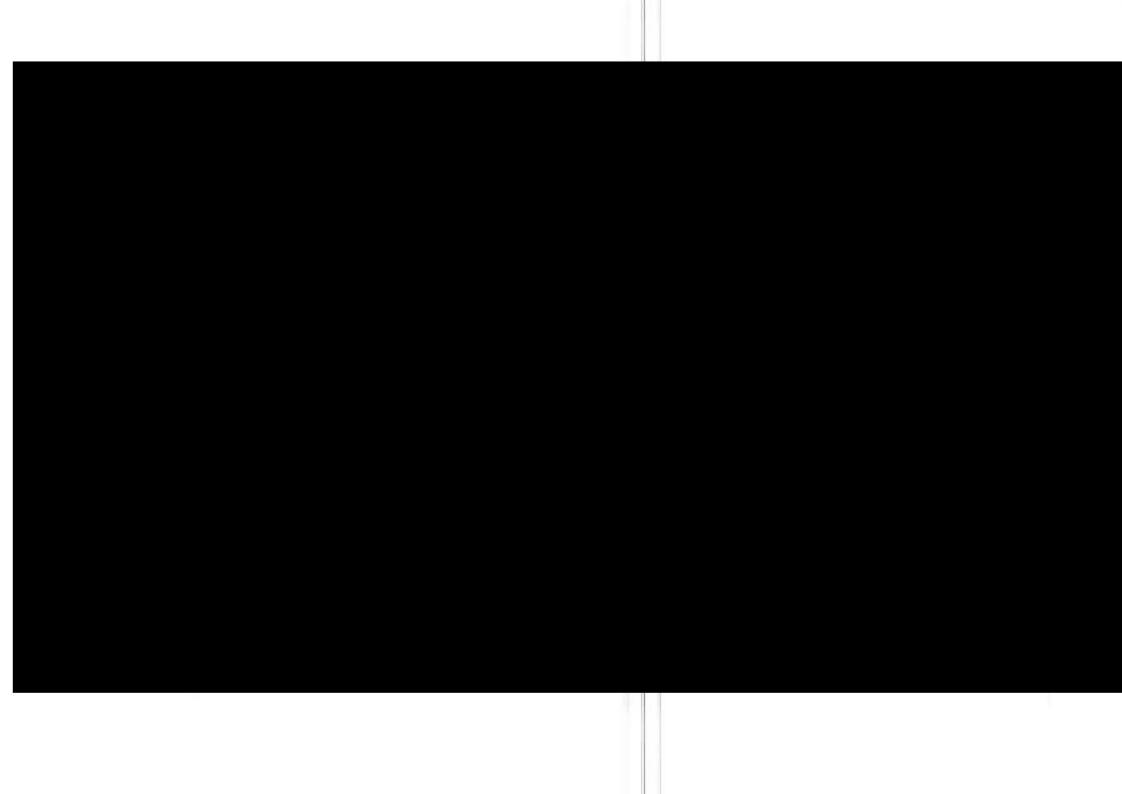


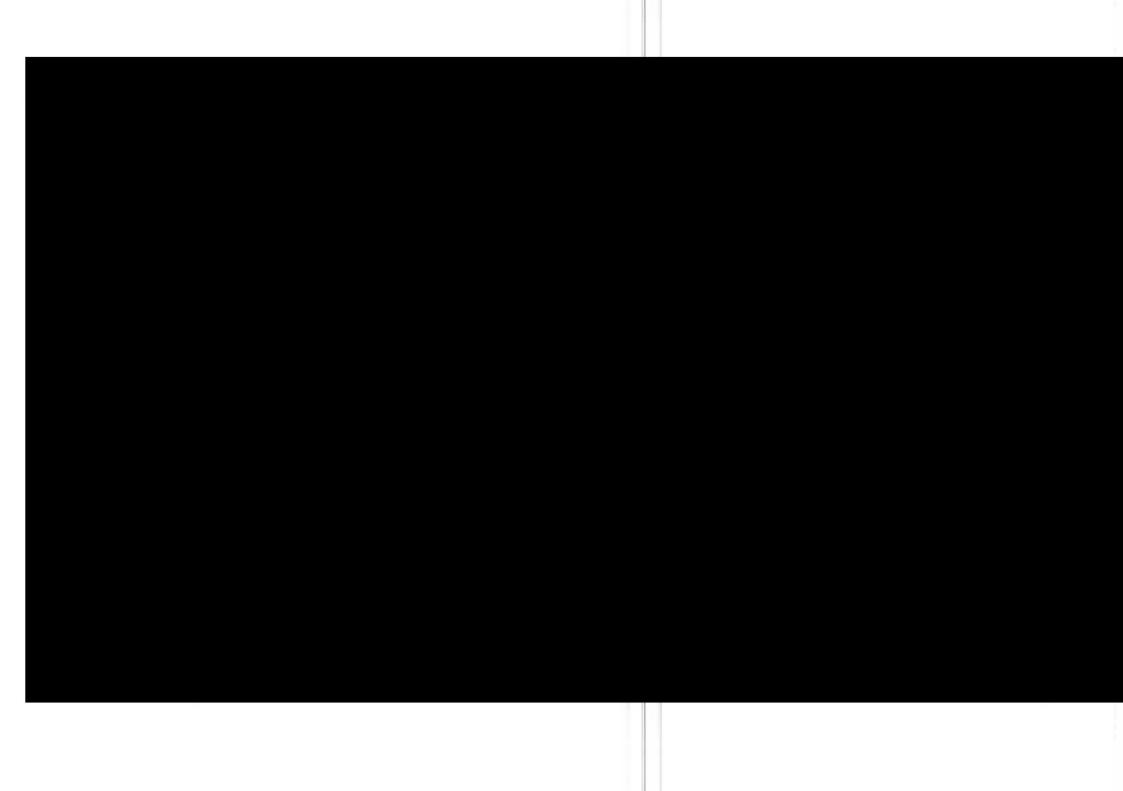






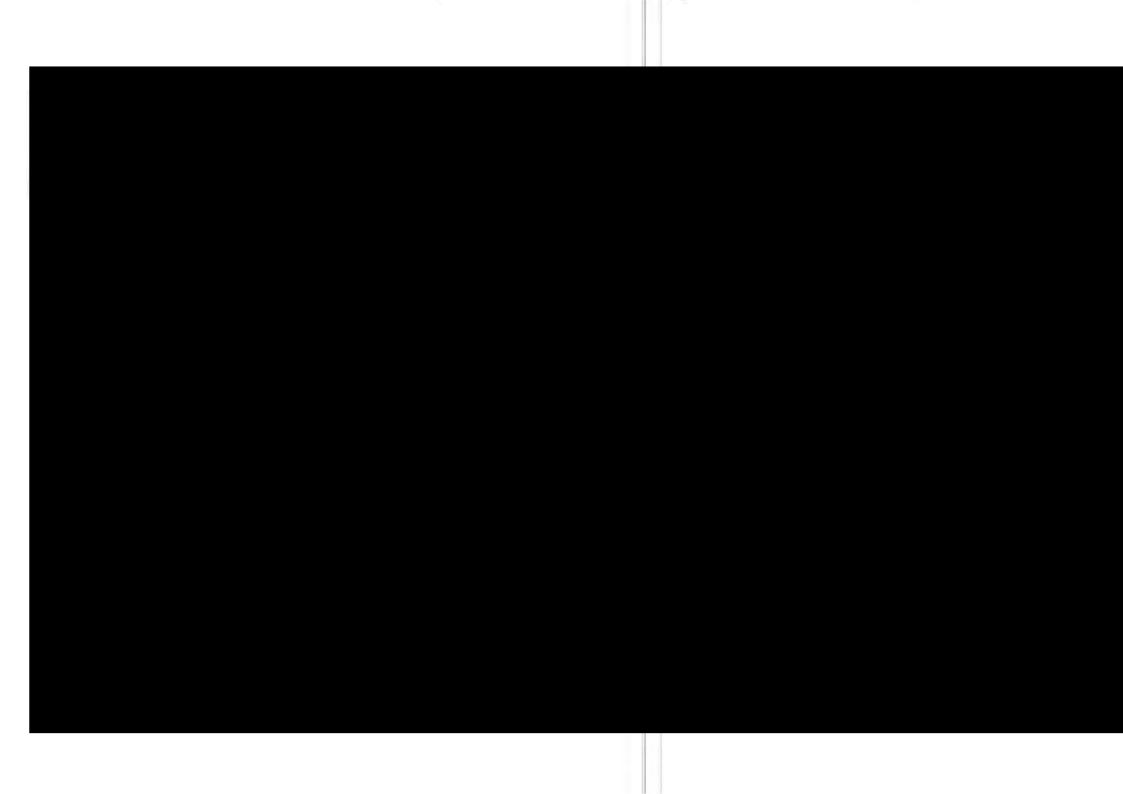






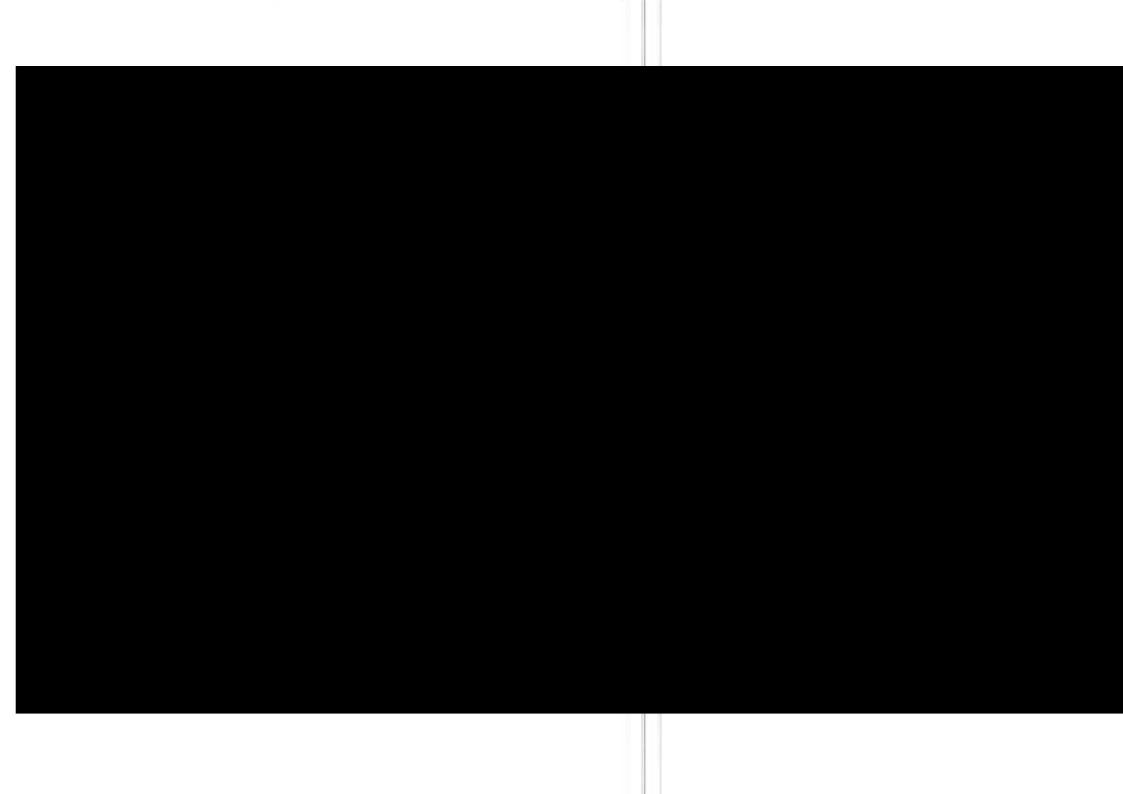


Portakabin 4. Scampton Site Layouts









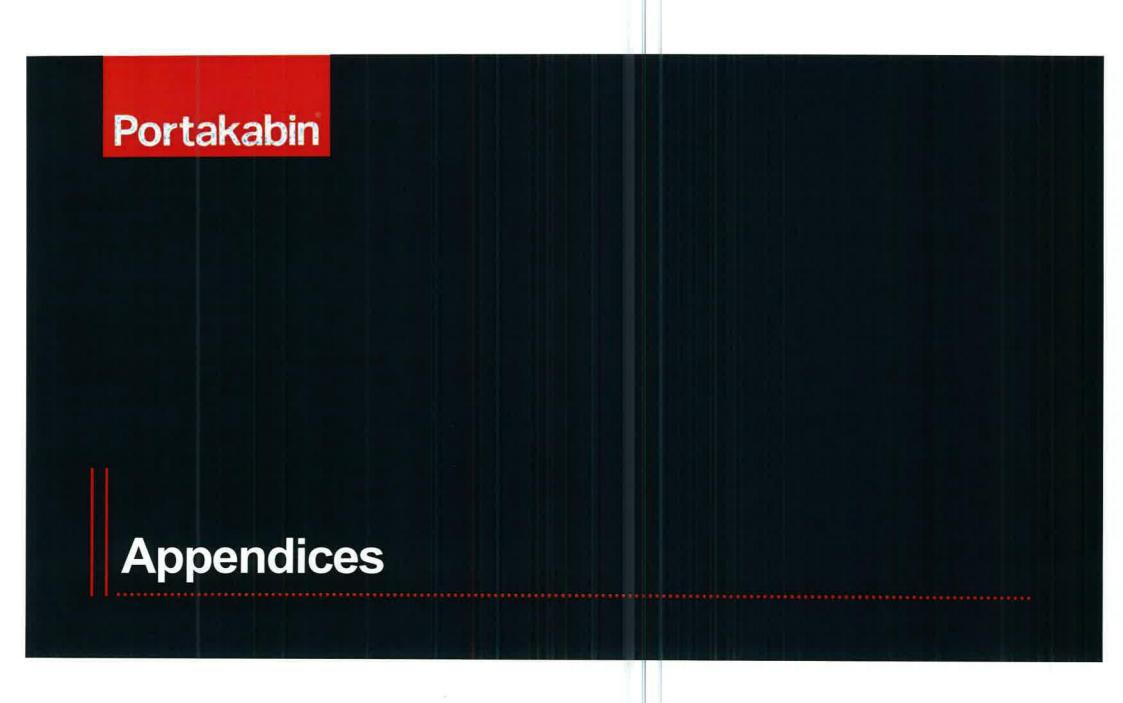
Portakabin 5. Specification Details

General Building Specification

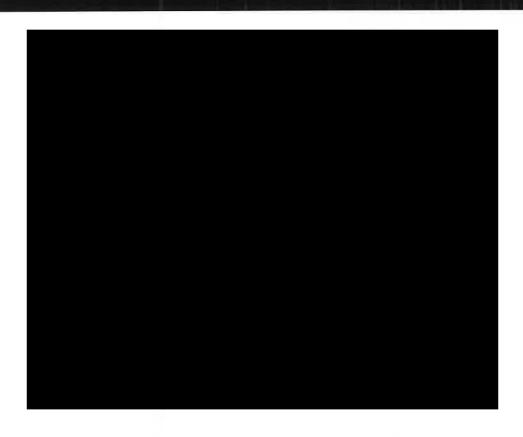
Electrical Specification

Mechanical Specification

Furniture Specification



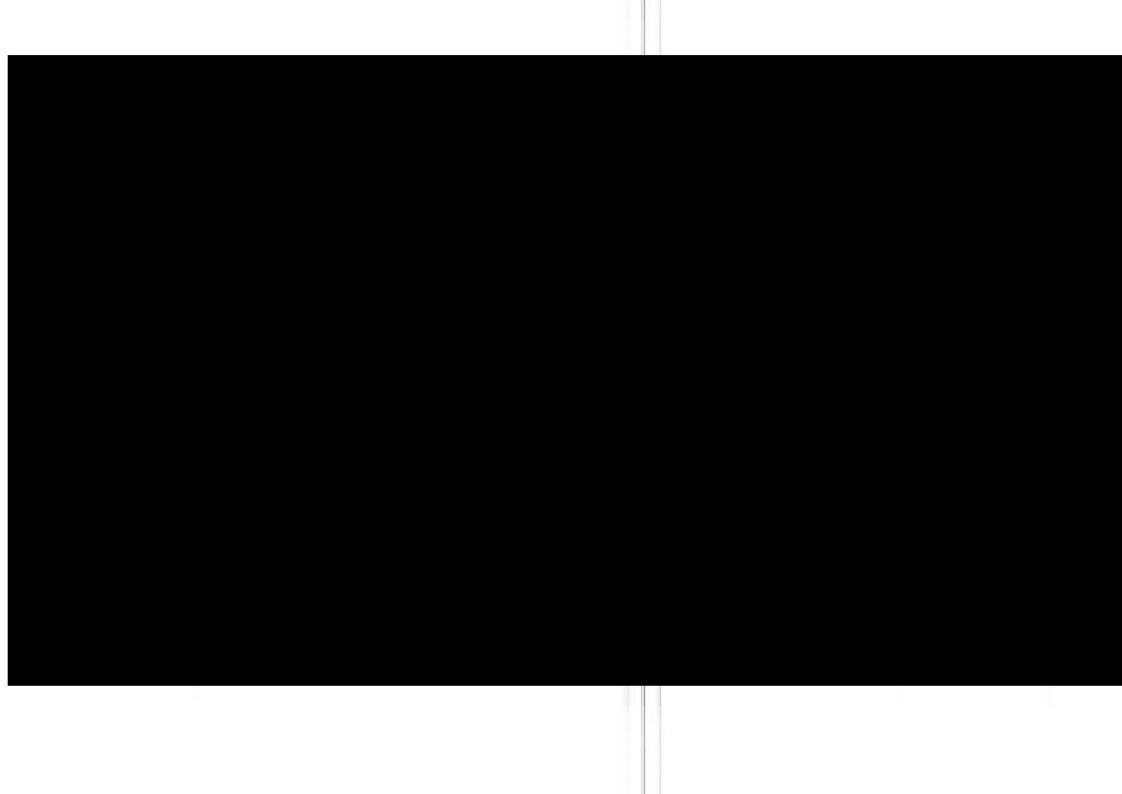
Appendices

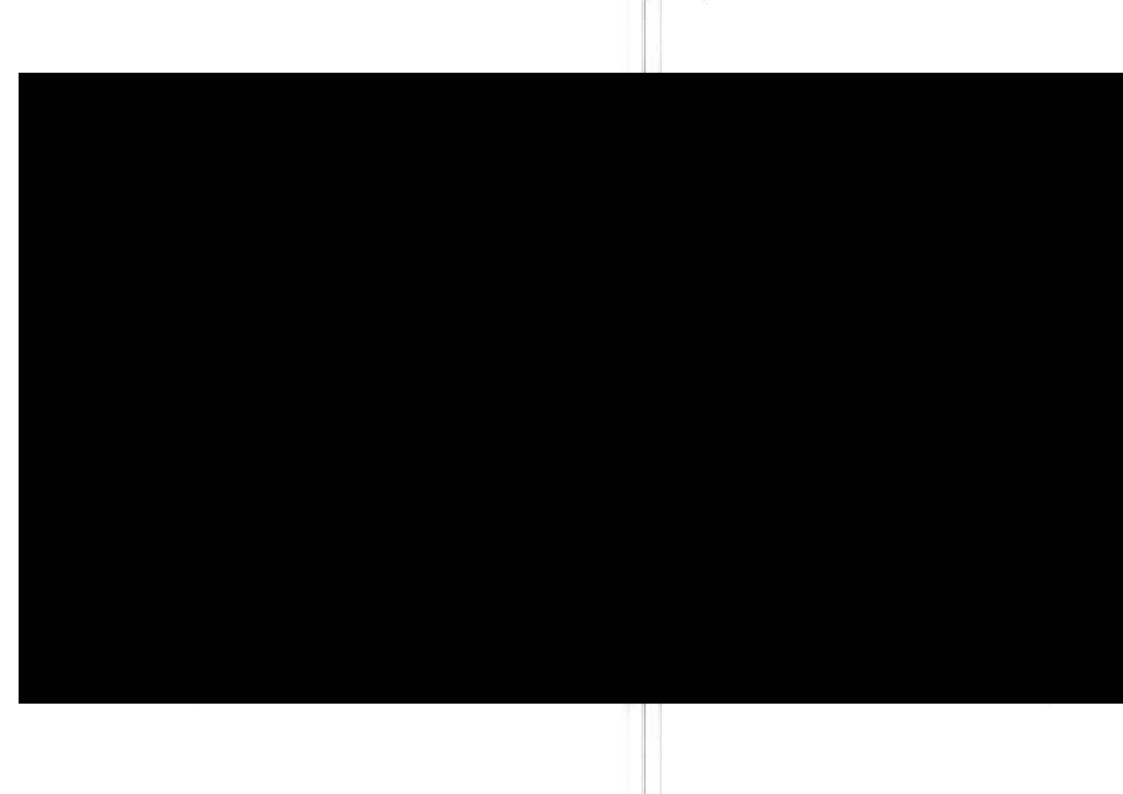


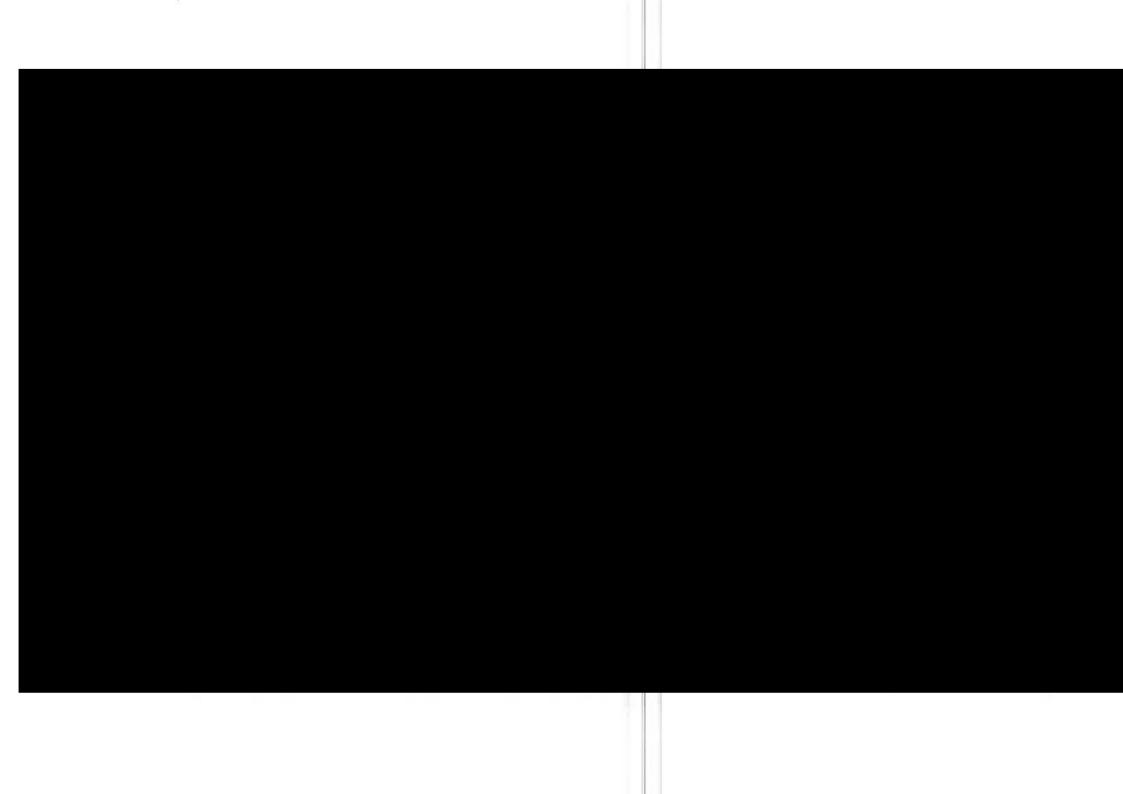


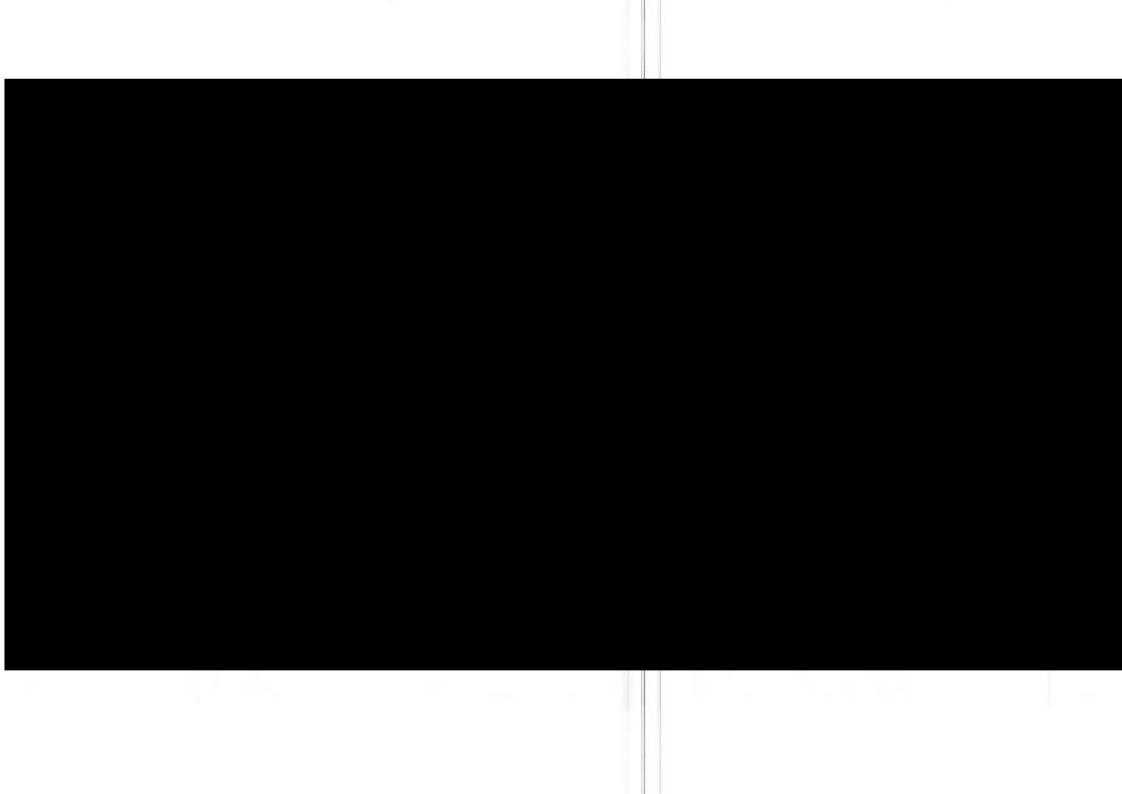


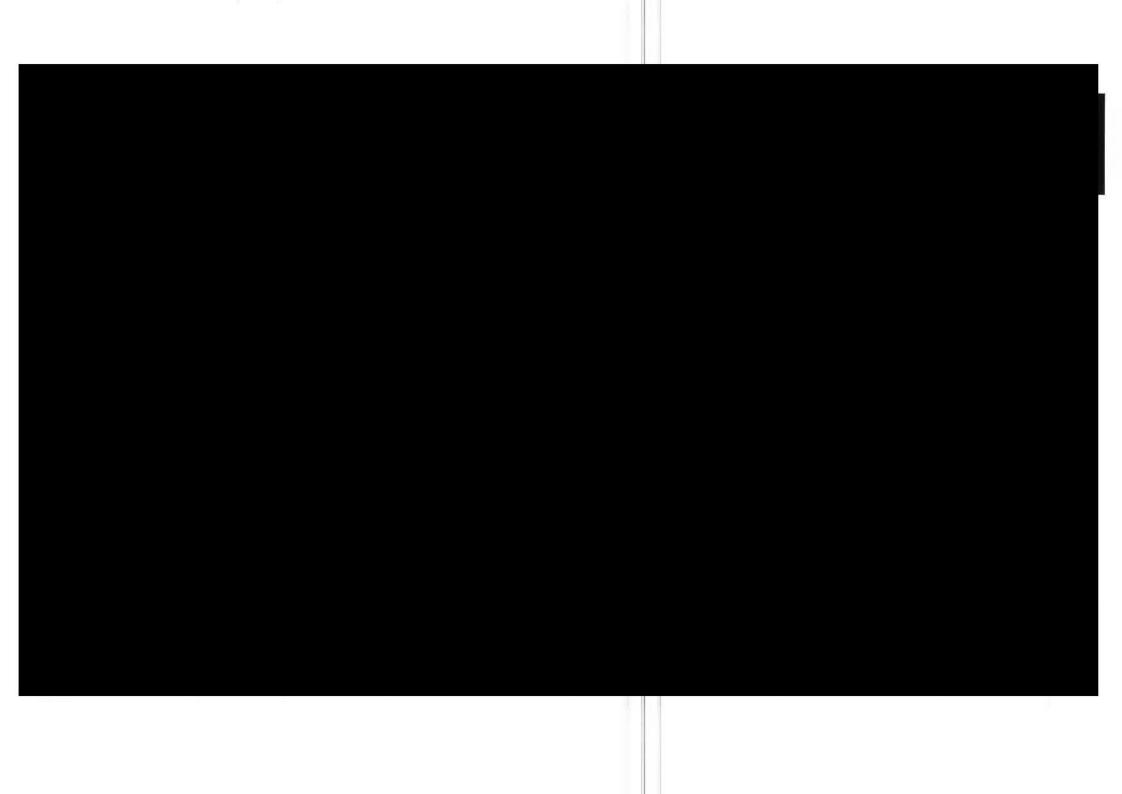


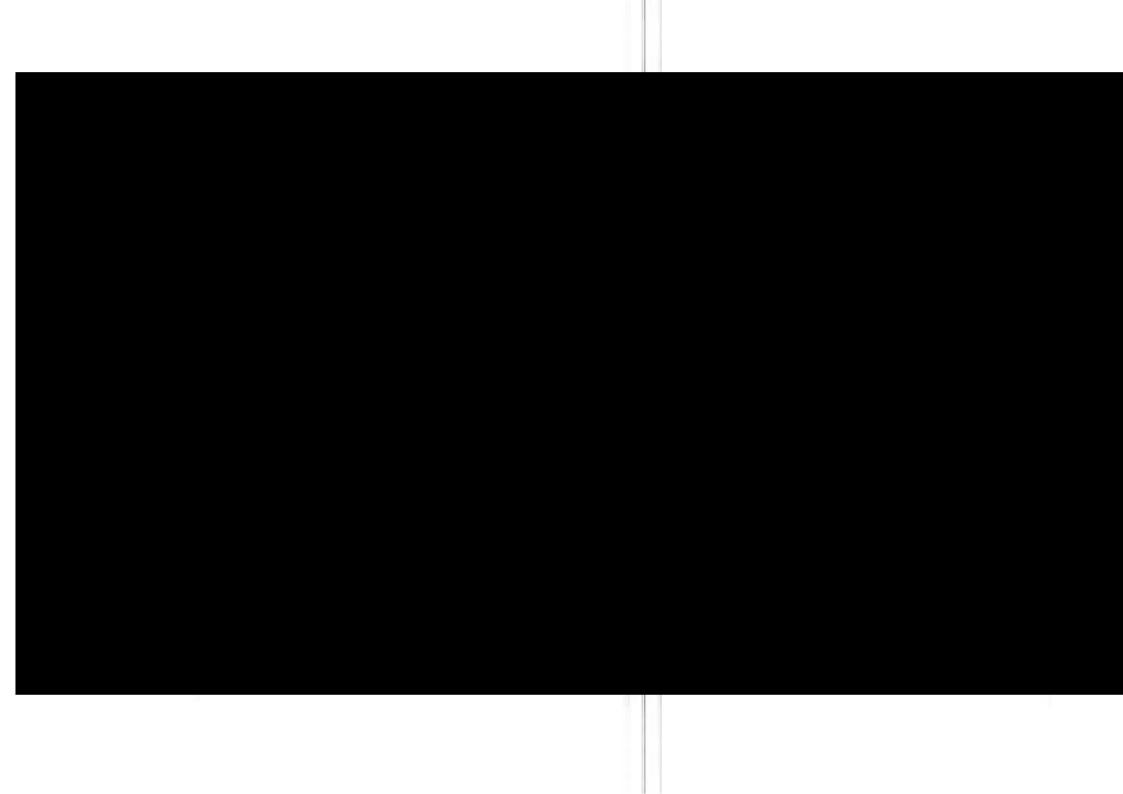


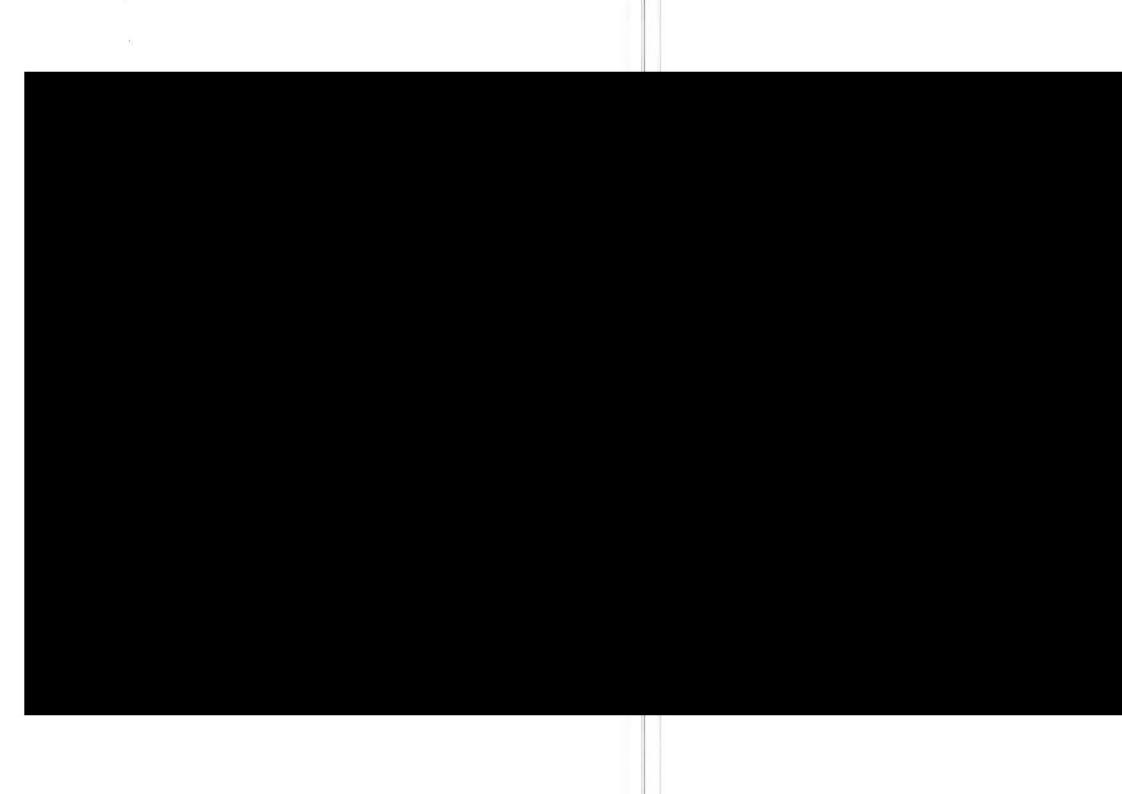


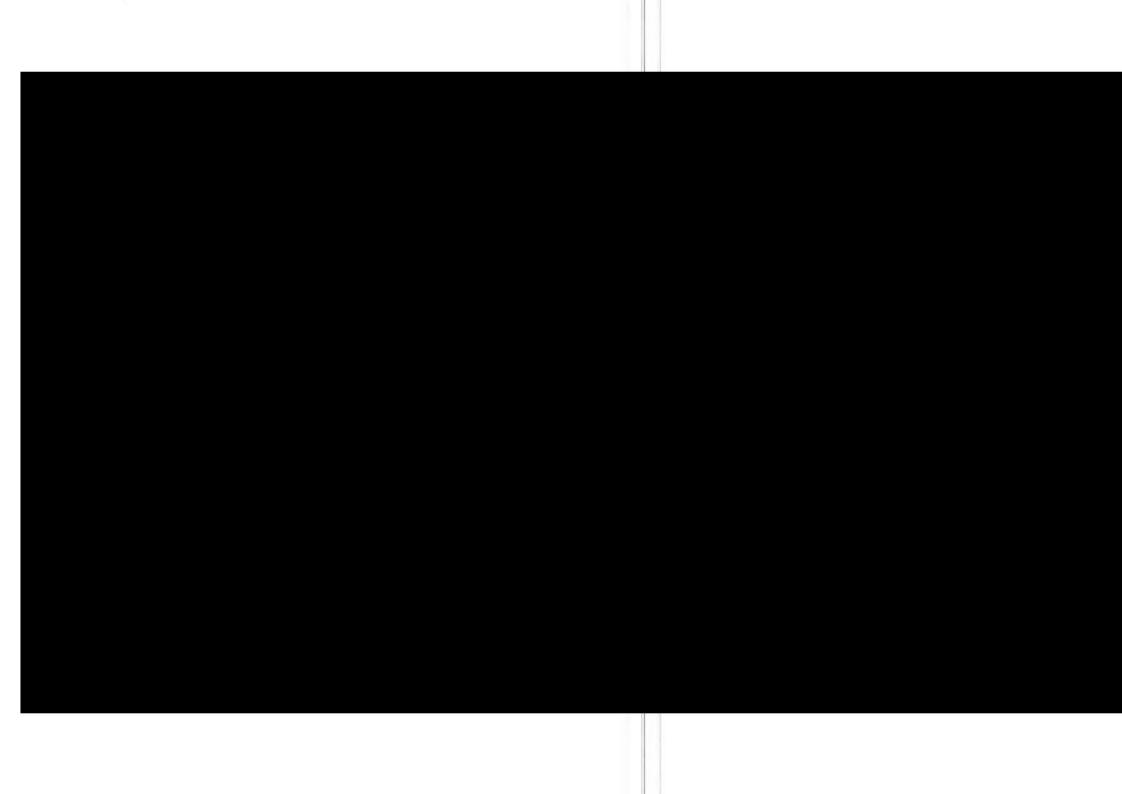


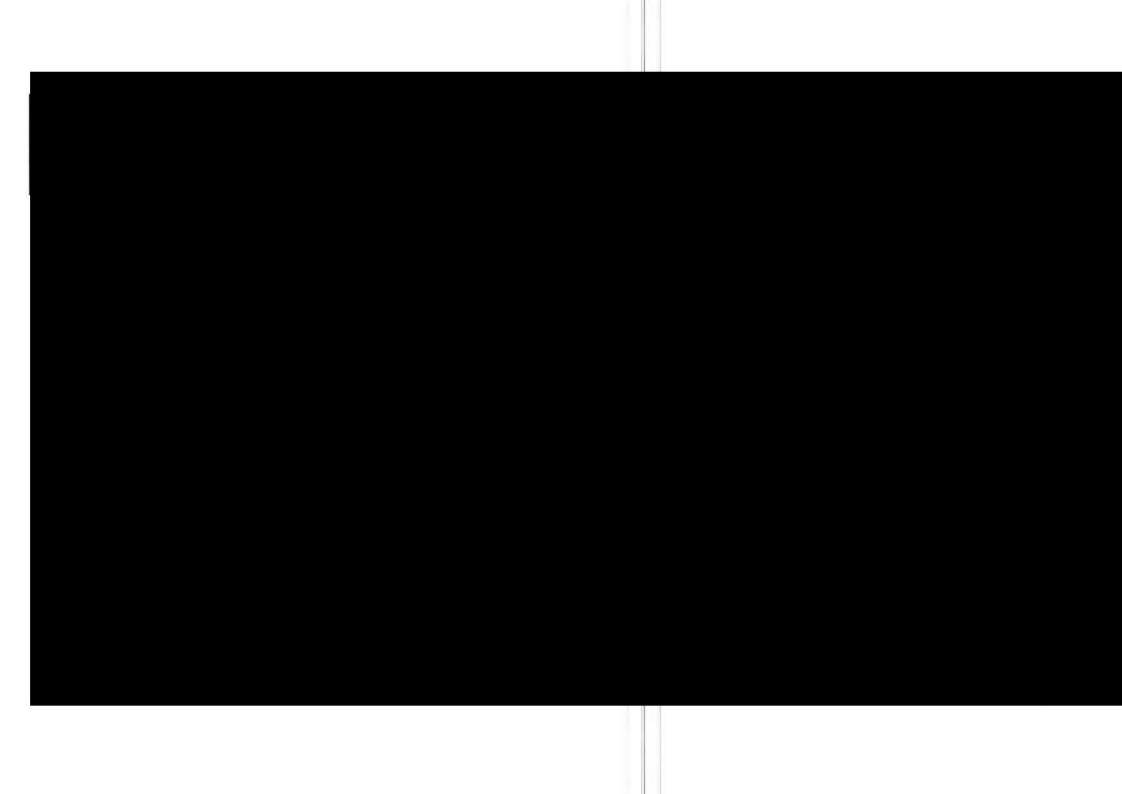


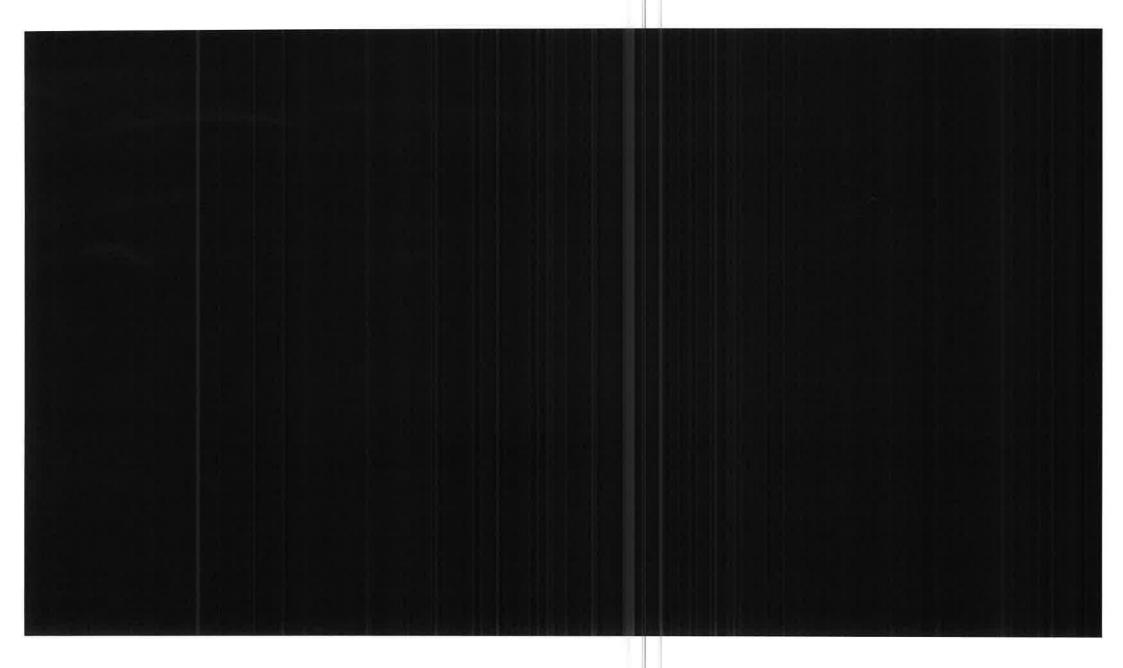


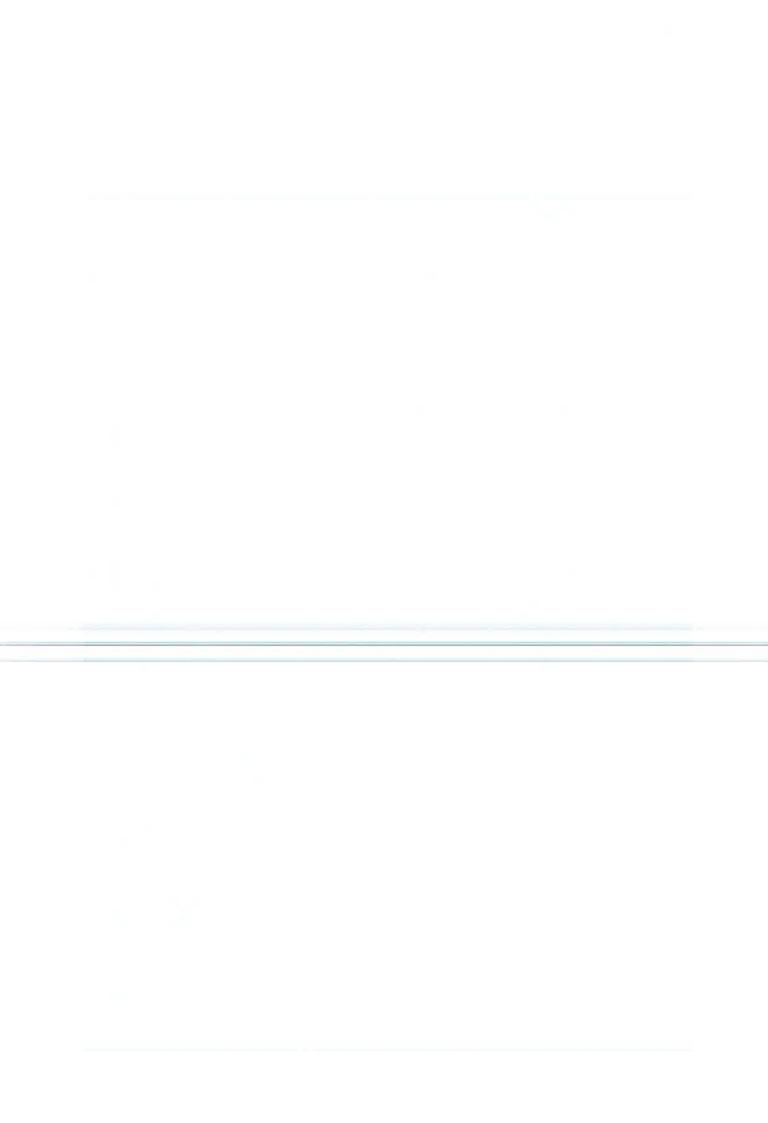














Modular Accommodation

Statement of Requirements Scampton

Version: V2.0

OFFICIAL - SENSITIVE

1. Summary

1.1. The Project as delivered should meet the design set out in Offer Document Rev D (19th September 2023) unless otherwise explicitly confirmed and agreed by the Authority. Any changes that will impact either the rates or the overall price of any element will need to be confirmed in writing and a summary of the impact on total contract value will need to be produced and agreed.

2. Specification & Standards

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

3. Requirements

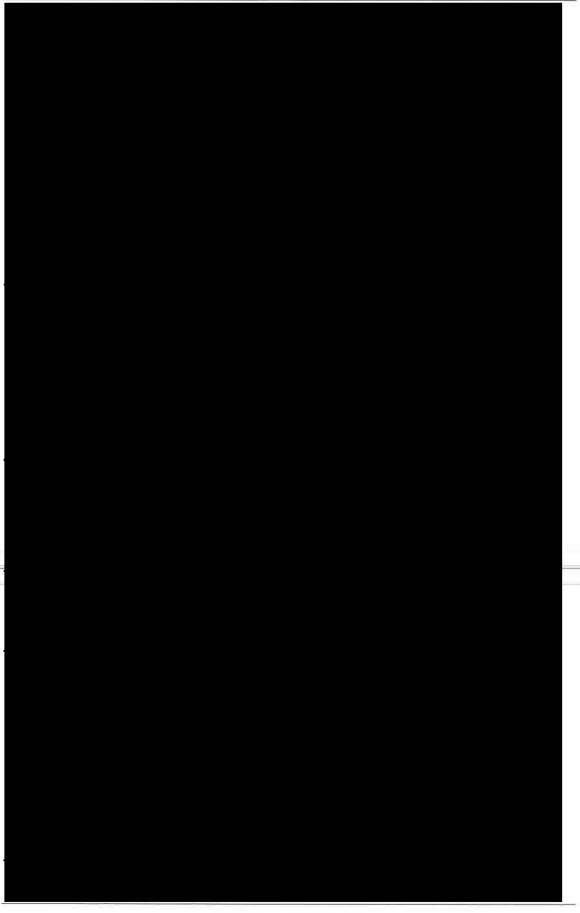
- 3.1. The goal of the Project is to provide non-detained accommodation at Scampton, including the following:
 - 3.1.1 The supply of and fit out of modular units
 - 3.1.2 Furniture & furnishings as set out in Offer Document Rev D and summarised in Section 4
 - 3.1.3 Delivery and installation including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

4. Spaces Required

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

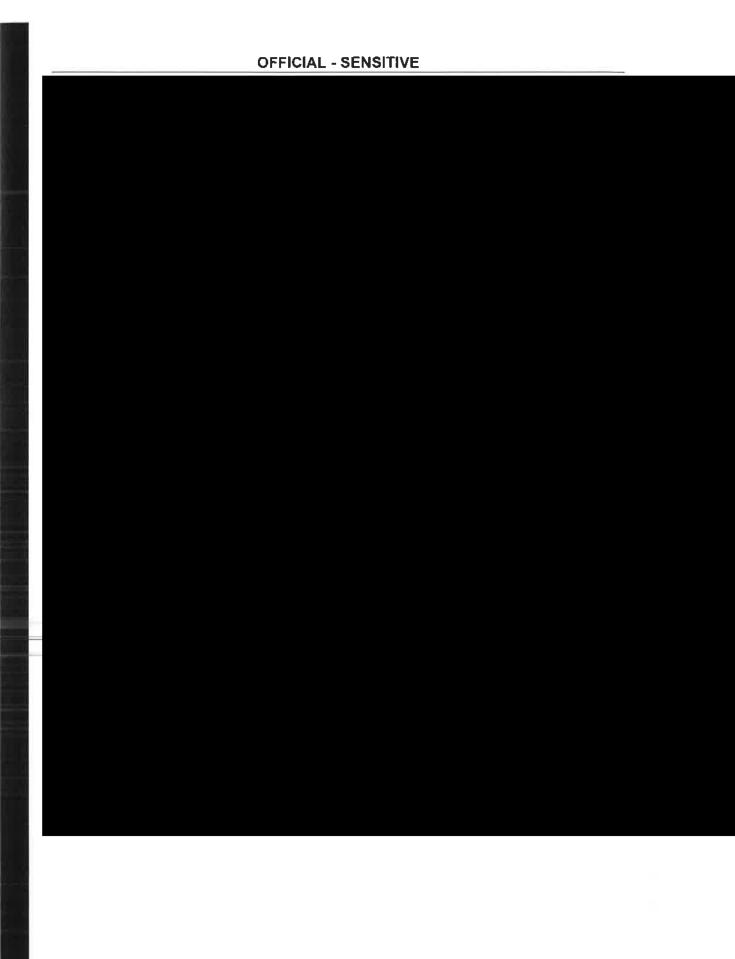


OFFICIAL - SENSITIVE



OFFICIAL - SENSITIVE

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OFFICIAL - SENSITIVE

5. Pricing

- 5.1. The pricing for the Project consists of both one-off costs and the hire rates for each unit as specified in 05 Scampton Costs & Pricing v2
- 5.2. Any changes that would impact either the rates or the total cost of any phase must be confirmed in writing with the Home Office
- 5.3. It is understood that the cost of removal and collection of units upon completion are an estimate. At any point if the supplier becomes aware that the cost is likely to increase this must be immediately notified to the Home Office.
- Final costs of removal and collection to be confirmed once the Project end date is confirmed

6. Reporting & Key Performance Indicators

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

