

CROWN COMMERCIAL SERVICE

PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK SCHEDULE 4

PART B - TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS

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Date 24/09/2021

ORDER FORM

Between

Her Majesty's Revenue & Customs (HMRC)

And

WSP UK Ltd

For the provision of

Professional Services:

Design and SDO Services at Dover Whist Cliffs

Inland Border Facility (IBF)

Ref:

[REDACTED]

ORDER NUMBER: [REDACTED]

THIS CALL OFF CONTRACT is made BY DEED the 24th day of September 2021

PARTIES:

1. Her Majesty's Revenue & Customs (HMRC) (the "**Contracting Authority**"); and
2. WSP UK Ltd which is a company incorporated in and in accordance with the laws of England and Wales (Company No. [REDACTED]) whose registered office address is at [REDACTED] (the "**Supplier**").

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 project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the "**Framework Agreement**").
- (C) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this Call Off 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 above shall exclude liability in respect of misrepresentations made fraudulently.

Executed as a deed

EXECUTED AS A DEED by the parties on the date which first appears in this Deed	
<p>Executed as a deed by being signed, sealed and delivered for and on behalf of the Commissioners for Her Majesty's Revenue and Customs.</p> <p>SIGNATURE .. [REDACTED]</p> <p>FULL NAME [REDACTED]</p> <p>ON BEHALF OF THE COMMISSIONERS FOR HER MAJESTY'S REVENUE AND CUSTOMS</p> <p>DATE [REDACTED]</p> <p>OCCUPATION [REDACTED]</p> <p>ADDRESS [REDACTED]</p> <p>[REDACTED]</p> <p>TELEPHONE [REDACTED]</p> <p>WITNESSED BY:</p> <p>SIGNATURE [REDACTED]</p> <p>FULL NAME [REDACTED]</p> <p>DATE [REDACTED]</p> <p>[REDACTED]</p> <p>OCCUPATION [REDACTED]</p> <p>ADDRESS [REDACTED]</p> <p>[REDACTED]</p> <p>TELEPHONE [REDACTED]</p> <p>in the presence of:</p> <p>[REDACTED]</p> <p>[SIGNATURE OF AUTHORISED SIGNATORY]</p>	<p>Executed as a Deed by WSP UK Ltd acting by: -</p> <p>Director [REDACTED] ..</p> <p>(Director signature)</p> <p>Witness: [REDACTED] ..</p> <p>(Witness signature)</p> <p>Witness Name: [REDACTED]</p> <p>Witness Address:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<p><u>PROJECT</u></p> <p>1.1 The Project is: <i>Design and SDO Services</i></p> <p>1.2 The Property is: <i>Dover Whist Cliffs Inland Border Facility (IBF)</i></p>						
2	<p><u>SERVICES</u></p> <p>2.1 The Services to be provided by the Supplier are:</p> <ul style="list-style-type: none"> • Core Service Discipline 2 - Architectural Services • Core Service Discipline 4 - Civil and Structural Engineer Services • Core Service Discipline 5 - Building Services Engineer • Core Service Discipline 6 - Lead Designer • Core Service Discipline 7 - Client Adviser • Core Service Discipline 8 - Principal Designer (to stage RIBA Stage 3) <p>together with the following non-core service disciplines:</p> <ul style="list-style-type: none"> • Special Designer <p>2.2 The Procurement Type is:</p> <ul style="list-style-type: none"> • Design & Build (Two Stage) <p>2.3 The scope of Services are to be performed up to RIBA stage (TBC)</p>						
3	<p><u>TIMESCALES</u></p> <p>3.1 The Programme is: Appended as a Schedule to this Call Off Contract</p>						
4	<p><u>FEES AND PAYMENT</u></p> <p>4.1 The Basic Fee is a fixed fee of £2,655,766 + £[REDACTED] expenses (Excl VAT) which is calculated and paid in instalments in accordance with Schedule 2 (Fees and Payment).</p> <p>4.2 The Final Date For Payment of an instalment of the Fee is [30] days after the date of receipt of the Supplier's valid and undisputed invoice.</p> <p>4.3 The Due Date for Payment of an instalment of the Fee is no later than [30] days after the date of receipt of the Supplier's invoice providing that the customer has determined that the invoice is valid.</p> <p>4.4 The interest rate for late payment is: the Bank of England base rate in force from time to time.</p> <p>4.5 Invoices will be submitted on the basis of time and expenses actually incurred on the project and milestones will not apply.</p>						
5	<p><u>PERSONNEL</u></p> <p>5.1 Key Personnel - The Supplier's Key Personnel are:</p> <table> <tr> <th>Name</th><th>Role/position</th></tr> <tr> <td>[REDACTED]</td><td>Project Director</td></tr> <tr> <td>[REDACTED]</td><td>SDO Lead</td></tr> </table>	Name	Role/position	[REDACTED]	Project Director	[REDACTED]	SDO Lead
Name	Role/position						
[REDACTED]	Project Director						
[REDACTED]	SDO Lead						

	<div></div> <div></div> <p>5.2 The Contracting Authority's Representative is: (Contract Manager) The authority of the Contracting Authority's Representative to instruct any Additional Services that increase the Fee is unlimited.</p> <p>5.3 The Supplier's Representative is:</p>																			
6	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table border="1"> <thead> <tr> <th>To the Contracting Authority</th> <th>To the Supplier</th> </tr> </thead> <tbody> <tr> <td>Contracting Authority's Representative</td> <td>Supplier's Representative</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>If by e-mail:</td> <td>If by e-mail:</td> </tr> </tbody> </table>		To the Contracting Authority	To the Supplier	Contracting Authority's Representative	Supplier's Representative													If by e-mail:	If by e-mail:
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7	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table border="1"> <thead> <tr> <th>Insurance</th> <th>Level of cover</th> <th>Period following completion of the Services or earlier termination</th> </tr> </thead> <tbody> <tr> <td>Public Liability Insurance</td> <td>As required under Framework Schedule 14 (Annex 1 - Part A)</td> <td>12 months</td> </tr> <tr> <td>Employer's Liability Insurance</td> <td>As required under Framework Schedule 14 (Annex 1 - Part C)</td> <td>12 months</td> </tr> <tr> <td>Professional Indemnity Insurance</td> <td>£10,000,000 in respect of each claim without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate.</td> <td>12 years</td> </tr> </tbody> </table>		Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part A)	12 months	Employer's Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part C)	12 months	Professional Indemnity Insurance	£10,000,000 in respect of each claim without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate.	12 years						
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8	<p><u>LIABILITY</u></p>																			

	<p>8.1 The Supplier's limitation of liability under Clause 23 of the Call Off Contract is: £10,000,000 in the aggregate.</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 12 years from the last date of practical completion (or equivalent terminology) under the Building Contract for the Project.</p>												
9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are:</p> <table border="1"> <tr> <th>Discipline</th><th>Name (if known)</th></tr> <tr> <td></td><td></td></tr> </table> <p>9.2 The Supplier shall procure each of the following documents in the form annexed to the Call Off Contract:</p> <table border="1"> <tr> <th>Document</th><th>Particulars</th></tr> <tr> <td>Collateral Warranty/ Warranties from the Supplier in favour of any Beneficiary.</td><td>Not Required</td></tr> <tr> <td>Collateral Warranty/Warranties from Key Sub-Consultants in favour of any Beneficiary.</td><td>Required</td></tr> <tr> <td>Parent Company Guarantee</td><td>Not Required</td></tr> </table> <p>9.3 Clause 14.7 (Novation) does not apply unless agreed between the parties.</p>	Discipline	Name (if known)			Document	Particulars	Collateral Warranty/ Warranties from the Supplier in favour of any Beneficiary.	Not Required	Collateral Warranty/Warranties from Key Sub-Consultants in favour of any Beneficiary.	Required	Parent Company Guarantee	Not Required
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10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: the Chartered Institute of Arbitrators</p> <p>10.2 The dispute resolution mechanism is: Arbitration.</p> <p>If neither, or both are selected, then Litigation applies.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be one • The place where arbitration is to be held is Manchester. • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales • If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Chartered Institute of Arbitrators 												
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators) applies</p>												
12	<p><u>BUILDING INFORMATION MODELLING ("BIM")</u></p> <p>12.1 Clause 34 (Building Information Modelling) does not apply</p>												

	<p>12.2 A BIM Protocol does not apply.</p> <p>12.3 If a BIM Protocol does <u>not</u> apply:</p> <ul style="list-style-type: none"> • The BIM Information Manager is the person identified as the BIM Information Manager OR having responsibility for managing and maintaining the Project's building information model, as identified in the BIM Information Requirements. OR appended as a Schedule to this Call Off Contract.]; • The BIM Information Requirements are set out in Statement of Requirements document appended as a Schedule to this Call Off Contract; • The BIM Model Production and Delivery Table is the building information model production and delivery table appended as a Schedule to this Call Off Contract; • The Supplier shall act as the BIM Information Manager
13	<p><u>SECURITY REQUIREMENTS</u></p> <p>13.1 Clause 26 (Security Requirements) applies</p> <p>13.2 If Clause 26 (Security Requirements) applies, the Security Policy is appended as a Schedule to this agreement in Schedule 2.4: HMRC Security Plan Questionnaire (Low).</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data) applies</p> <p>14.2 If Clause 28 (Protection of Contracting Authority Data) applies, the Business Continuity and Disaster Recovery Plan is appended as a Schedule to this Call Off Contract in 'Schedule 8.6: Business Continuity and Disaster Capability (GS)'.</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Clause 31 (Staff Transfer) does not apply</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites) does not apply.</p> <p>16.2 If Clause 32 applies, then the MOD Terms and Conditions are listed in the MOD DEFFCONS and DEFFORMS Schedule appended to this Call Off Contract and they shall apply to this Call Off Contract.</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points) does not apply.</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p>• OMIT DO NOT USE</p> <p>18.1 Clause 36 (Collaborative Performance Framework) [applies/ does not apply]</p> <p>18.2 If Clause 36 applies:</p>

	<ul style="list-style-type: none"> • The Collaborative Performance Framework is: [insert document reference and attach as a Schedule to this Call Off Contract] • The Failure Level is: [insert failure level]
19	<p><u>LAW OF THE CONTRACT ALTERNATIVE CLAUSES</u></p> <p>19.1 Clause 40.1 (Scots Law) does not apply</p> <p>19.2 Clause 40.2 (Northern Ireland Law) does not apply</p>
20.	<p><u>FORCE MAJEURE</u></p> <p>20.1 The Consultant shall not be in breach of its obligations under this contract where it is prevented from performing its obligations as a result of COVID-19, but only to the extent that the Consultant has exercised reasonable skill and care in mitigating the impact of COVID-19 on the Services.</p>