Crown Commercial Service

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PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK SCHEDULE 4 – TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC3 PROFESSIONAL SERVICES CONTRACT APRIL 2013), CONTRACT DATA AND Z CLAUSES

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THE FORM OF CONTRACT

We propose to use Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) with a schedule of amendments, as detailed below. Please confirm acceptance of the proposed form of agreement as part of your tender submissions.

Date 11 March 2021

FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

Between

The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO)

And

Tetra Tech Management Services Limited

For the provision of Technical Support to the AA Ranges (Fingringhoe) Enhancement Project

DIO Contract Number: 701501374

ECAM TASKING REFERENCE: DIOECAM/SE/007

CCS Reference: PMFDTS-0452-2019

THIS AGREEMENT is made the 11th day of March 2021
PARTIES:

1. The Defence Infrastructure Organisation (DIO) acting as part of the Secretary of State (the "*Employer*"); and

2. **Tetra Tech Management Services Limited** which is a company incorporated in, and in accordance with the laws of England and Wales (Company No. 4807864 whose registered office address is at 3 Sovereign Square, Sovereign Street, Leeds LS1 4ER (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 project management and full design team services for the benefit of public sector bodies.

(B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM3741) which is dated 03 May 2017 (the "Framework Agreement"). In the Framework Agreement, the Consultant is identified as the "Supplier".

(C) On the 19th January 2021, the *Employer,* acting as part of the Crown, and in the Framework Agreement is identified as a "Contracting Authority" invited the *Consultant* to tender for the *Employer's* project management and full design team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).

(D) On the 15th February 2021, the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.

(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 *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

2. The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

3. This Call Off Contract is the entire agreement between the parties in relation to the *services* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

4. Neither party has been given, nor entered into this agreement in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

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

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6.   The Contract Schedules are:

1.   Form of Agreement

2.   Contract Data – Part One (Data provided by the Employer)

3.   Contract Data – Part Two (Data provided by the Consultant)

4.   Additional conditions of contract – clauses Z1 to Z48

Professional Services Contract
Contract Data

Part one – Data provided by the *Employer*

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **REDACTED**

- The *Employer* is Ministry of Defence (MOD) Defence Infrastructure Organisation (DIO).

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

- The *services* are defined in the attached Technical Statement of Requirement (TSOR).

- The Scope is **REDACTED**

- The *language of this 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.

- The *period for reply* is two weeks.

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

- The *Adjudicator nominating body* is the **REDACTED**

- The *tribunal* is arbitration

2 The Parties' main responsibilities

- As per the attached Schedule of Services, and Statement of Requirement.

- The *Employer* provides access to the following persons, places and things

  - access to   *access date*

    To be confirmed

3 Time

- *The starting date* is the date of contract award.

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

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4 Quality
- The quality policy statement and quality plan are **NOT APPLICABLE**

5 Payment
- **The Total Contract Value is**: £120,711.56
- The *assessment interval* is 30 days.
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is **REDACTED**

8 Indemnity, insurance and liability
- The amounts of insurance and the periods for which the *Consultant* maintains insurance are:

event	cover	Period
failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*	**REDACTED**	from the *starting date* until 6 years following completion of the whole of the *services* or earlier termination
death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	As required under Framework Schedule 14 (Annex 1 - Part A)	from the *starting date* until all notified Defects have been corrected or earlier termination
death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	As required under Framework Schedule 14 (Annex 1 - Part C)	from the *starting date* until all notified Defects have been corrected or earlier termination

- The *Consultant* provides these additional insurances **NOT APPLICABLE**

  Insurance against [….]

  Cover is [….]

  Period of cover [….]

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- Deductibles are [….]

- *The Consultant*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **REDACTED**

Optional Statements

Option Z   The additional conditions of the contract are clauses **REDACTED**

The NEC3 Z clauses full narrative is in the Framework Agreement at Annex A to Volume 5.

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

MOD Additional Conditions of Contract (DEFCONS) are:

REDACTED

In the event of a conflict between the NEC3 Z Clauses and the above DEFCONs, the DEFCONs shall take precedence.

The following DEFFORMs shall be used:

REDACTED

The following Additions shall be used:

1. Security Aspects Letter (SAL): Doc Ref; **REDACTED**

2. Cyber Risk Assessment ref: **REDACTED**

Part two – Data provided by the *Consultant*

1 Statements given in all contracts
- The *Consultant* is

Name	Tetra Tech Management Services Limited
Address	3 Sovereign Square, Sovereign Street, Leeds LS1 4ER

- The *key people* are:

Name: **REDACTED**
Job: Associate Director
Responsibilities: Project Manager

- The *staff rates* are (please refer to SCHEDULE 5 – Pricing).

- The following matters will be included in the Risk Register:

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

> The *completion date* for the whole of the *services* is 1 October 2021

If the programme is to be identified in the Contract Data

- The programme identified in the Contract Data is *schedule* is as detailed in **20210309- Fingringhoe - additional works v2.**

Include where expenses are being stated by the Consultant

If the *Consultant* states any *expenses* NOT APPLICABLE

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

item	amount
[N/A]	[N/A]

[Include if the Consultant requires additional access]

If the *Consultant* requires additional access

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

access to	*access date*

To be agreed as applicable on a project by project basis

If Option A or C is used

- The *activity schedule* is as detailed in **20210215- Fingringhoe - additional works – OS**. Activities detailed within the *activity schedule* shall be due for completion by their completion dates stated in the activity schedule, subject to those activities being a component of an Instructed Part, as defined at Section 24 of the TSOR.

- The tendered total of the Prices is £120,711.56

If Option Y(UK)1 is used NOT APPLICABLE

- The *project bank* is …N/A…………………………….

- The *named suppliers* are …N/A……………………………..

Additional conditions of contract **– clauses Z1 to Z49**

REDACTED