

# FRAMEWORK ANNEX 3

## DRAFT CALL-OFF CONTRACT TEMPLATE

<b><u>FRAMEWORK AGREEMENT</u></b>	
Framework Agreement for the purchase of Environmental Noise Modelling Design and Build (call-off 5)	
<b>FRAMEWORK AGREEMENT NUMBER:</b>  ITT Project 28225 Framework - Project 37339 ECM_65892 Atamis C27637  To be quoted on all correspondence relating to the Order.	<b>DATE:</b>  10/01/2025
<b>BETWEEN:</b>	
DEFRA	Noise Consultant Limited
Nobel House	23 Coldharbour Road
London SW1P 7JP	Bristol, BS6 7JT
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>SERVICES TO BE PROVIDED AT:</b>	<b>INVOICE ADDRESS:</b>
As defined by Framework Agreement and OJEU Notice.	The Authority shall pay all sums due to the Provider within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:  <a href="mailto:Accounts-payable.def@gov.sscl.com">Accounts-payable.def@gov.sscl.com</a> (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.
<b>PROJECT DESCRIPTION:</b>	
See Appendix 1	
<b>CONTRACT PERIOD:</b>	25/08/2023 – 30/04/2025
<b>CONTRACT VALUE:</b>	£1,487,300
[REDACTED]	
[REDACTED]	
[REDACTED]	

1.1.1

#### TERMS:

Standard GLD Terms for Services as Per the Noise Modelling Framework Terms and Conditions with the following modification / variation.

As per submissions made as part of the tender in both the qualification and through clarification we can only enter into call offs where the terms described under Section 25 'Limitations on Liability' make clear that the limit of aggregated claims do not exceed the insurance coverage held by Noise Consultants Limited which are as outlined and communicated through the tendering exercise as follows:

- Employer's (Compulsory) Liability Insurance = £10 million
- Public Liability Insurance = £ 10 million
- Professional Indemnity Insurance = £ 5million

Furthermore, the penalty clauses related to KPIs described within the model terms is unexpected given the clarifications made during the tender process.

To this end the following amendments in relation to Section 25 are agreeable:

- Schedule 2.5 should be introduced to reflect the insurance coverage outlined above. This is currently missing from the terms.
- Remove 'Unlimited Liability' and replace with 'Limits of Liability'
- 25.1 – 25.3: All liability under these clauses are to be capped to £5million in line with insurance coverage.
- 25.4 (a) and 25.4(b) – All liability should be capped at £5million
- 25.4 (c), 25.4(d) – Remove – The clarifications provided at the tender stage did not indicate such provisions would be required

- 25.5 onwards – remove all reference to ‘Uncapped Liability’

### **Purpose of Framework Agreement**

The Framework Agreement governs the overall relationship between DEFRA and the Contractor with respect to the supply of specific items within an agreed range of goods or services at agreed prices.

DEFRA is entitled (but not required) at any time during the duration of this Framework Agreement to order Goods or Services from the Contractor in accordance with the ordering procedures set out below, and the Contractor shall supply such Goods or Services in accordance with all applicable provisions of this Framework Agreement.

No Work Package Order will be legally binding on DEFRA until both parties authorised signatories have duly signed such Work Package Order.

### **Scope of Framework Agreement**

The specific items that may be ordered as Goods and Services by DEFRA under this Framework Agreement are listed in Schedule 1 of the Framework Agreement. DEFRA is not bound to purchase any or all of its requirements or any given value or volume of Goods or Services from the Contractor.

### **Method of ordering**

DEFRA shall be entitled at any time during the term of this Framework Agreement to order Goods and/or Services from the Contractor by issuing a Work Package Order for the supply of such Goods or Services.

The terms and conditions relating to a Work Package Order shall comprise all of the clauses and schedules of this Framework Agreement and the provisions of the Work Package Order, including any terms included in the Work Package Order pursuant to the clause below.

Where DEFRA or the Contractor see the need for including an additional term in any Work Package Order, either party may at any time request such term by sending written notice thereof to the other party prior to the placing of a Work Package Order. The parties shall discuss any term requested by either party, but no term shall become part of the Work Package Order to which it relates unless agreed by both parties. In the event of any conflict or inconsistency between any term of a Work Package Order and any provisions of the clauses or schedules, the term in the Work Package Order shall prevail, but only in relation to the Goods or Services supplied under the relevant Work Package Order in which such terms are contained.

### **Termination**

DEFRA may terminate the Framework Agreement at any time by giving notice to the Contractor.

In the event of termination of this Framework Agreement or any or all of the Work Package Orders, DEFRA shall, in respect of any non-discharged Work Package Orders, be entitled, without prejudice to DEFRA's other rights and remedies, to:

- a) terminate the non-discharged Work Package Orders and to return any or all of the Goods relating to the non-discharged order (including those which have previously been accepted by DEFRA), and the Contractor shall give to DEFRA a full refund of all monies paid by DEFRA to the Contractor in connection with such returned items; and/or
- b) obtain a refund of any charges paid by DEFRA in respect of any Services which have not been performed by the Contractor in accordance with the terms of the non-discharged Work Package Order; and/or
- c) allow the Work Package Order to continue until the obligations under it are fulfilled.

### **Order Of Precedence**

For the purposes of this Framework Agreement, Clause 2 of the General Terms will be deleted in its entirety and replaced with the following:

"In the event of and only to the extent of any conflict between this Framework Agreement, the Work Package Order, the General Terms or the Special Terms, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Special Terms;
- (b) the General Terms;
- (c) the Work Package Order;
- (d) this Framework Agreement; and
- (e) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 8 of the framework agreement terms shall not take higher precedence than specified here"

### **Definitions**

For the purposes of this Framework Agreement, the definition of Agreement in Schedule 1 of the General Terms shall be amended to read:

"**Agreement:** means the agreement between DEFRA and the Contractor consisting of the Framework Agreement dated March 21, these General Terms, the Work Package Order, the Special Terms and any other documents (or parts thereof) specified by DEFRA."

For the purposes of this Framework Agreement, a new definition shall be included in Schedule 1 of the General Terms to read:

"**Work Package Order:** means the Work Package Order form from DEFRA to the Contractor setting out the particular requirements of an order under the Framework Agreement"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]