Date.....

FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

Between

Department for Work and Pensions

And

McBains Ltd

For the provision of

PM Led Technical Adviser Services for delivery of DWP Major Projects 2019 – Batch 2

at

Multiple Sites across England, Scotland & Wales

THIS AGREEMENT is made the day of 2020

PARTIES:

1. **DEPARTMENT FOR WORK AND PENSIONS** acting as part of the Crown (the "***Employer***"); and

2. **McBains Ltd** which is a company incorporated in and in accordance with the laws of **England** (Company No. 03094139 whose registered office address is at **5th Floor, 26 Finsbury Square, London, 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 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 3rd May 2017 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".

(C) On the 22nd October 2019*,* the *Employer* acting as part of the Crown, invited the *Consultant* to submit a response for the *Employer's* PM Led Technical Adviser Services requirements for delivery of DWP Major Projects 2019 – Batch 2 in accordance with the Call Off Procedure (as defined in the Framework Agreement).

(D) On the 8th November 2019, the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide these *services*.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.

6. The Contract Schedules are:

1. DWP Major Projects 2019 – Batch 2 Invitation to Tender dated 21st October 2019, amended to include Addendum 3 and 4 on 6th November 2019
2. DWP Major Projects 2019 – Batch 2: McBains Proposal dated 11th November 2019
3. Government Commercial Function Supplier Code of Conduct
4. DWP Acceptable Use Policy
5. Schedule of Z Clauses

EXECUTED AS A DEED by the parties and delivered on the date which first appears in this Deed.

(1) McBains Ltd:	
Executed as a deed by **McBains Ltd** acting by a director**:** Director Name: Director Signature: Date of Signature:	**In the presence of:** Witness Name: Witness Signature: Date of Signature:
AND	
(2) The Secretary of State for Work and Pensions.	
The corporate seal of the **Secretary of State for Work and Pensions** is hereunto affixed and authenticated by**:** Name: [redacted] Signature: Date of Signature: Position in Organisation:	**Secretary of State seal**

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 A, dispute resolution Option W1 and secondary Options X2 and X18, X20, Y(UK)2, Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).
- The *Employer* is Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA
- The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicator*s published by the Royal Institution of Chartered Surveyors or nominated by the *Adjudicator nominating body* in the absence of agreement.
- DWP Major Projects 2019 – Batch 2
    1. The Services are as set out in the Tender Enquiry issued 21st October 2019 and appended to this agreement.
    2. The Scope is as set out in the Tender Enquiry issued 21st October 2019 and appended to this agreement.
- The *language of this contract* is English.
- *The law of the contract* is the law of England and Wales and the Courts of England and Wales 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 12 years following Completion or earlier termination.
- The *Adjudicator nominating body* is the *Royal Institution of Chartered Surveyors*
- The *tribunal* is arbitration
- The following matters will be included in the Risk Register

  n/a

2 The Parties' main responsibilities

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

- access to DWP premises as necessary.

3 Time

- *The starting dates are:*

  6th January 2020

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

4 Quality

- The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.
- The *defects date* is 52 weeks after Completion on site of each project within the Call-Off programme.

5 Payment

- The *assessment interval* is monthly
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is, [3% per annum above the Bank of England base rate in force from time to time.]

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*	£5,000,000 in respect of each claim without limit to the number of claims except for claims arising out of pollution, contamination and fire safety notifications, where such cover shall apply in the aggregate in any on period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate.	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

Optional Statements

If the *Employer* has decided the *completion date* for the whole of the *services*

31st March 2021

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

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

- The period within which payments are made is n/a

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 n/a

If the *Employer* states any *expenses*

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

Item	Amount
n/a	

If Option A is used:

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks.

Option X1 **If Option X1 is used**

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

Option X2 **If Option X2 is used**

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

Option X18 **If Option X18 is used**

- Notwithstanding anything to the contrary contained within this contract, the total aggregate liability of the Consultant under or in connection with this contract, whether in contract, in tort, for negligence or breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed £5,000,000.00.

Option Z

- The *additional conditions of contract* are clauses Z1 to Z49 set out with this contract save for:

  Z9, Z22, Z35, Z36, Z37, Z41

Clause Z15

- Z15.1 (1) delete “Data Protection Act 1998” and add “Data Protection Act 2018”
- Delete Z15.1(2), Z15.2, Z15.3, Z15.4, Z15.5, Z15.6, Z15.7, Z15.8, Z15.9, Z15.10, Z15.11

Clause Z48 **Building Information Modelling**

A BIM Protocol applies and is appended within Schedule 1 to this Call Off Contract.

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

- The *Consultant* is

  Name McBains Limited

  Address 5th Floor, 26 Finsbury Square, London, EC2A 1DS

- The *key people* are
- Name [redacted]
- PM Led Technical Adviser Services Lead
- Responsibilities: Team Coordination
- The *staff rates* are: as tender submission
- The following matters will be included in the Risk Register

  n/a

Optional statements

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

N/A

If the programme is to be identified in the Contract Data

- The programme identified in the Contract Data is N/A

If the *Consultant* states any *expenses*

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

item	amount
N/A	[£0]

If the *Consultant* requires additional access

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

access to *access date*

…….N/A…….

If Option A or C is used

- The *activity schedule* is Contract Schedule 2 – DWP Major Projects 2019 – Batch 2: McBains Proposal dated 11th November 2019.
- The tendered total of the Prices is, in respect of core services for each project, the aggregate of the applicable core service percentages of the construction cost of that project as set out in the activity schedule (Prices for non-core services being calculated and assessed as set out in clause 63.12).

- The anticipated aggregate total amount of the Prices in respect of all projects (including anticipated core and non-core services) is [redacted], exclusive of VAT (being [redacted] in respect of core services and [redacted] in respect of non-core services), calculated on the following bases:
  - in respect of the core services, on the basis of the indicative construction costs and requirement for core services as set out in the *activity schedule*; and
  - in respect of the non-core services, on the basis of the indicative number of days allowed for each non-core service in the *activity schedule*.

If Option Y(UK)1 is used

- The *project bank* is …….N/A……

The Contract Schedules:

1. DWP Major Projects 2019 – Batch 2 Invitation to Tender dated 21st October 2019, amended to include Addendum 3 and 4 on 6th November 2019.
2. DWP Major Projects 2019 – Batch 2: McBains Proposal dated 11th November 2019
3. Government Commercial Function Supplier Code of Conduct
4. DWP Acceptable Use Policy
5. Schedule of Z Clauses

Contract Schedule 1: DWP Major Projects 2019 – Batch 2: Invitation to Tender dated 21st October 2019, amended to include Addendum 3 and 4 on 6th November 2019

Invitation to Tender

Mini Competition

CCS Framework RM3741

Lot 1 Multi-Disciplinary Services

for

DWP Major Projects 2019 – Batch 2

Contents

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2. Project / Programme Description
3. Professional Services – Schedule of Requirements
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5. Instructions to Potential Suppliers
6. Tender Questions
7. Resource Allocation & Fees
8. Evaluation Method and Selection Criteria

APPENDIX A - Project Briefing

APPENDIX B - Schedule of Projects

APPENDIX C - Professional Services - Schedule of Requirements inc. Call Off Check List

APPENDIX D - Tender Questions – Project Team, Experience, Methodology

APPENDIX E - Pricing Model and Resource Schedule

APPENDIX F - Evaluation Method and Criteria

APPENDIX G - N/A

APPENDIX H - Tender Certificate

APPENDIX I - Form of Contract

APPENDIX J - Tender Query Schedule

1. Introduction to the Invitation to Tender (ITT) - Mini Competition

1.1 This procurement is being conducted by way of a further competition under the terms of Framework Agreement RM3741 and in accordance with the Public Contracts Regulations 2015 (the "2015 Regulations").

Reliance –

1.2 The only information upon which any Potential Supplier or member of a Potential Supplier's Team may rely in respect of this Procurement Process will be such information (if any) as may be specifically and expressly represented and/or warranted in the final terms of appointment entered into with the successful Supplier.

1.2.1 Subject only to paragraph 1.2

(a) Potential Suppliers considering entering a contractual relationship in respect of the Services should make their own investigations and enquiries as to the Authority's requirements beforehand; and

(b) neither the Authority nor any of its officers, ministers, employees, agents or advisors makes any representation or warranty 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, loss or damage arising as a result of reliance placed by the Potential Supplier and/or any member of the Potential Supplier's Team on any such information).

1.2.2 The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of the Procurement Process. Any expenditure, work or effort undertaken prior to the execution of any Framework Services Agreement is accordingly a matter solely for the commercial judgement of the Potential Supplier and (if applicable) members of the Potential Supplier's Team.

Confidentiality

1.3 Subject to the exceptions referred to in paragraph 1.3.2 below, the ITT and Associated Documents are made available to Potential Suppliers on condition that each Potential Supplier:-

(a) shall at all times treat the ITT and Associated Documents as confidential

(b) subject to paragraph 1.3.2, 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;

(c) 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 making (or deciding whether to make) an Initial Tender;

(d) shall comply with the provisions of paragraph 1.8 (which contains restrictions on publicity activity within any section of the media); and

(e) shall procure that each of the members of the Potential Supplier's Team who receives any of the Information is made aware of, and complies with the provisions of, this paragraph 1.3 as if it were a Potential Supplier.

1.3.1 Any Potential Supplier who, in the Authority's opinion, breaches any of the requirements of paragraph 1.3 above may, at the Authority's sole discretion, be disqualified from further participation in the Procurement Process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Supplier may attract).

1.3.2 Potential Suppliers may disclose, distribute or pass the ITT and Associated Documents to another person if either:

(a) this is necessary and done for the sole purpose of enabling a 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 paragraph 1.3 of this ITT; or

(b) the Potential Supplier obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the ITT and Associated Documents.

1.3.3 By participating in this Procurement Process, Potential Suppliers understand and agree, and shall procure that all others whose information is supplied to support their Initial Tenders agree, that the Authority 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 Her Majesty's Government in the United Kingdom and their officers, ministers, servants, agents and advisers. In addition, Potential Suppliers' attention is drawn to paragraphs 1.10 to 1.15 below.

Canvassing

1.4 Any Potential Supplier or member of the Potential Supplier's Team who, in connection with the Procurement Process:

(a) offers any inducement, fee or reward to any servant or agent of the Authority or any person acting as an advisor to the Authority in connection with the Procurement Process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;

(b) contacts any servant or agent of the Authority or any person acting as an advisor to the Authority prior to a contract being entered into about any aspect of the Procurement Process in a manner not permitted by this ITT; and/or

(c) does anything which would constitute a breach of the Bribery Act 2010,

may be disqualified at the Authority's absolute discretion (in either case without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Supplier or member of the Potential Supplier's Team may attract).

1.5 Section 7.8 applies without prejudice to Part 2 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of Potential Suppliers.

Non-Collusion

1.6 Any Potential Supplier or member of the Potential Supplier's Team who, in connection with this Procurement Process and without obtaining the prior written consent of the Authority:

(a) fixes or adjusts the amount of its Initial Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity);

(b) enters into any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity) that it shall refrain from making an Initial Tender or as to the amount of any Initial Tender to be submitted;

(c) causes or induces any person to enter such agreement as mentioned in paragraphs 7.10 (a) or (b) above or to inform the Potential Supplier or a member of the Potential Supplier's Team of the approximate amount of a rival tender;

(d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Initial Tender or proposed Initial Tender any act or omissions; or

(e) communicates to any person other than the Authority or a member of the Potential Supplier's Team the amount or approximate amount of its Initial Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Initial Tender),

will be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Potential Supplier may attract).

Copyright

1.7 The copyright in this ITT and the Associated Documents is vested in the Authority. This ITT and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except for the purposes of preparing and submitting Tenders.

Publicity

1.8 Potential Suppliers and members of the Potential Supplier's Team shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract 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 and/or the Services other than with the prior written consent of the Authority. In this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media

Right to Reject Initial Tenders/Exclude Potential Suppliers

1.9 The Authority reserves the right to reject a Tender and/or exclude a Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the Procurement Process where:

(a) an Initial Tender is submitted late, is completed incorrectly, is incomplete, is submitted other than by email to [redacted] or otherwise fails to meet any of the Authority's submission requirements which have been notified to Potential Supplier, including those set out in this ITT;

(b) the Potential Supplier and/or any relevant members of the Potential Supplier's Team are unable to satisfy the terms of Article 57 (Excluding Circumstances) of Directive 2014/24/EU and/or Regulation 57 of the 2015 Regulations at any stage during the Procurement Process;

(c) the Potential Supplier and/or any relevant members of the Potential Supplier's Team are guilty of material misrepresentation or false statement in relation to any Initial Tender and/or the Procurement Process;

(d) the Potential Supplier and/or any member of the Potential Supplier's Team fails to comply with any of the terms set out this ITT and/or any Associated Documents;

(e) as a result of any Change in Circumstance the Authority considers that a Potential Supplier and/or particular members of the Potential Supplier's Team should be excluded from further participation in the Procurement Process; and/or

(f) the Authority has a right under any other provision in this ITT and/or under the general law to reject an Initial Tender and/or exclude the Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the Procurement Process.

Freedom of Information

1.10 All information relating to any Potential Supplier, any member of the Potential Supplier's Team and/or any Initial Tender which is submitted to the Authority and/or any information relating to any contract to which the Authority is party, including information arising under a contract or about its performance, may be accessible under the FOIA or EIR. The Authority is under a legal obligation to disclose such information if requested, unless an exemption applies. The Authority 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.

1.11 Any Potential Supplier must, as part of this Procurement Process, identify to the Authority information which it submits, whether on its own behalf or, in the case of consortiums, on behalf of the relevant consortium members, which it regards as being potentially exempt from disclosure by the Authority under the FOIA or EIR. Such identification may be either specific or by class. The Potential Supplier must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Potential Supplier 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.

1.12 Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Authority 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 Authority 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 Supplier considers confidentiality obligations to be appropriate in a particular case.

1.13 Where a Potential Supplier has indicated that information should be exempted from disclosure, the Authority may disclose this information following its own consideration of the situation. The Authority may, in its absolute discretion, consult with the Potential Supplier before making a decision on a request for information. The interpretation of the Authority in relation to any exemption shall be final. The Authority shall not be liable for any loss, damage, harm of other detriment however caused arising from any disclosure of information under FOIA or EIR.

1.14 Without prejudice to the other provisions of the paragraphs above, Potential Suppliers acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, the content of the Framework Services Agreement may be disclosed under the FOIA. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Final Framework Services Agreement is exempt from disclosure in accordance with the provisions of FOIA.

1.15 Subject to redactions for confidentiality as determined by the Authority, notwithstanding any other term of the Framework Services Agreement, each Potential Supplier in the event that is appointed as the supplier of the Services hereby gives its consent for the Authority to publish the Final Framework Services Agreement in its entirety, including from time to time agreed changes to the Framework Services Agreement, to the general public. The Authority may consult with the relevant Potential Supplier to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion. The relevant Potential Supplier shall assist and cooperate with the Authority to enable the Authority to publish the Framework Services Agreement.

Change in circumstances

1.16 Each Potential Supplier is required to notify the Authority 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:

(a) any change, or anticipated change, to the information provided to the Authority as part of the SQ process in respect of the Potential Supplier and/or any member of the Potential Supplier's Team, including (but not limited to) any change to: (i) the identity, control or financial standing of the Potential Supplier and/or any member of the Potential Supplier's Team; or (ii) the structure of any consortium and/or sub-contracting arrangements or any other aspect of the relationship, or proposed relationship, between the Potential Supplier and any member(s) of the Potential Supplier's Team; or

(b) any other change, or anticipated change, to the circumstances of the Potential Supplier and/or any members of the Potential Supplier's Team, or the basis of its Initial Tender, which may be expected to influence the Authority's decision on the suitability of that Potential Supplier and/or any relevant member of the Potential Supplier's Team to provide the Services.

1.17 Any such notification shall provide full details of the actual or anticipated Change in Circumstance.

1.18 The Authority reserves the right a following a Change in Circumstance to revisit its previous SQ evaluation exercise and, where it considers appropriate, either exclude the relevant Potential Supplier from further participation in the Procurement Process, or impose such conditions on the Potential Supplier's continued participation as the Authority considers appropriate.

Competition Matters

1.19 Each Potential Supplier is responsible for complying with any applicable domestic and European 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 Supplier entity.

Conflicts of interest

1.20 Potential Suppliers are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Potential Supplier and/or the members of the Potential Supplier's Team and, on the other hand, the Authority. Each Potential Supplier must notify the Authority of any actual or potential conflict of interest that may be relevant to this Procurement Process and/or the submission or evaluation or any Initial 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 Authority may result in the Potential Supplier and/or members of the Potential Supplier's Team being excluded from further participation in the Procurement Process.

1.21 Each Potential Supplier must ensure that, in the event that any member of the Potential Supplier'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 Suppliers. In the event that the Authority considers that adequate arrangements have not been put in place, the Authority reserves the right to exclude any affected Potential Supplier from further participation in the Procurement Process.

Tender Process & Costs

1.22 The Authority reserves the right at any time:

(a) to issue amendments or modifications to the ITT and/or the Associated Documents;

(b) to alter the timetable or any other any aspect of the Procurement Process;

(c) not to award a contract;

(d) to cancel or withdraw from the Procurement Process at any stage; and/or

(e) to re-invite Initial Tenders on the same or any alternative basis.

1.23 Any costs or expenses incurred by any Potential Supplier or the Potential Supplier's Team or any other person in connection with the Procurement Process, including (but not limited to) the submission of Initial Tenders, will not be reimbursed by the Authority and neither the Authority nor any of its officers, ministers, employees, agents or advisors will be liable in any way to any Potential Supplier, any member of the Potential Supplier's Team or any other person for any costs, expenses or losses incurred by any Potential Supplier, any member of the Potential Supplier'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 Authority otherwise decides not to award a contract pursuant to the Procurement Process.

Withdrawing from Procurement Process

1.24 Potential Suppliers may decline to take part in the Procurement Process, but should they choose not to participate, they should alert the Authority promptly, giving reasons, and return to the Authority all copies of the documentation issued to them by the Authority or downloaded from the Portal.

Governing law & jurisdiction

1.25 This Procurement Process shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

Languages

1.26 English shall be the official language for all means of communication between Potential Suppliers and the Authority on all matters relating to the Procurement Process.

DWP Complaints Procedure

1.27 The Authority has published a Commercial Complaints Process for use during competitive procurement.

This process gives details of:

(a) DWP Commercial Code of Practice – Competitive Tendering;

(b) The DWP Commercial Complaints Process;

(c) Information to accompany a commercial complaint.

1.28 DWP is unable to return any documents submitted by Potential Suppliers responding to this invitation.

1.29 In providing DWP a proposal in response to this Invitation to Tender it is expected that the successful Tenderer will enter into an Agreement with DWP in the form in APPENDIX I.

2.0 Administration of the Procurement Process

2.1 Potential Suppliers will have the opportunity to raise clarification questions about this ITT and the Procurement Process generally. All questions raised must be submitted via email to [redacted] using the Tender Query Schedule.

2.2 The final date for the submission of clarification questions along with the date of the publication of the final Q&A log is shown in the procurement timetable set out in Section 3 below.

2.3 Subject always to DWP's obligations under FOIA and any other applicable legislation if a question is deemed by a Potential Supplier to be commercially confidential, then the Potential Supplier should clearly indicate as part of its question that it believes this is the case. DWP will consider this and may exercise its discretion to keep such information confidential when handling the question.

2.4 Questions not deemed to be commercially confidential will be considered by DWP to be of significance to all other Potential Suppliers. If DWP intends to follow this course of action in respect of a question which the Potential Supplier has indicated contains commercially confidential information it will inform the Potential Supplier who raised the question before sharing the question with all other Potential Suppliers to provide an opportunity for the question to be withdrawn by that Potential Supplier. Subject to this, all questions and answers will be made anonymous and made available to all Potential Suppliers via the tender query schedule.

3.0 Procurement Process and Timeline -

3.1 This mini competition will be run in the following key stages**.**

Ref:	**Description:**	**Date:**
Stage 1	Invitation to Tender Issued to Potential Suppliers	21/10/19
Stage 2	Potential Suppliers to submit mid-tender Questions	06/11/19
Stage 3	DWP provide Answers to mid-tender Questions	until 06/11/19 (midnight)
Stage 4	Submission Deadline	11/11/19(12noon)
Stage 5	Invite three highest scoring bidders to interview	15/11/19
Stage 6	Unsuccessful Supplier Debrief on proposals received	22/11/19
Stage 7	Contract Award	2/12/19

4. Instructions to Potential Suppliers & Tender Submission Procedure

4.1 It is the responsibility of the Potential Supplier responding to this invitation to ensure that all the information necessary to permit the consideration of its response has been provided to DWP in sufficient detail and in sufficient time.

4.2 The DWP eProcurement Solution (Bravo) will not be used for this tender. Tenders must be submitted to [redacted] Tenders submitted by any other means will not be accepted.

4.3 A Tender response may be completed and submitted at any time before the Submission Deadline.

4.4 Each Potential Supplier is responsible for ensuring that its Tender has been successfully completed and all relevant information submitted prior to the Submission Deadline. For these purposes, it is recommended that each Potential Supplier allows time for a final check to be undertaken prior to the Submission Deadline. It will not be possible for Potential Suppliers to submit any further information after the Submission Deadline. Information Technology (IT) problems affecting the Potential Supplier's own system will not be considered reasonable grounds for late submission.

4.5 A Potential Supplier may modify and resubmit its Tender at any time prior to the Submission Deadline. Tenders cannot be modified after the Submission Deadline. As at the Submission Deadline, each Potential Supplier must ensure that it has only submitted a single Tender (and has not duplicated its response).

4.6 Potential Suppliers are required to provide full pricing details by completing Appendix E and. All prices must be in GBP and must be exclusive of VAT. Further details on how to complete this section are detailed in Appendix E.

4.7 Potential Suppliers are required to complete and sign the Tender Certificate and include this in the Tender Submission. The certificate must be signed by an authorised representative.

4.8 Potential Suppliers must not seek to alter the content or functionality of any Excel spreadsheet, declaration or other response template issued as part of this Invitation to Tender save only for the population of those tender-specific items of information which are specifically required to be included in relevant instructions for the response template in question. Without prejudice to the generality of this requirement, and save only to the extent (if any) specifically permitted by DWP to do so in relevant instructions, Potential Suppliers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.

4.9 No additional documentation should be submitted with a Tender unless specifically requested by DWP in this ITT. Any further material shall not be taken into account during evaluation.

4.10 Information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.

4.11 The Tender should not contain any inserted, pasted or embedded pictures or documents (image files, Adobe Acrobat documents or other Word documents) unless specifically requested by DWP.

4.12 Any additional documents requested by DWP 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 (in Web Page, filtered format only), MS Excel, MS Power Point, Adobe Acrobat, pdf or jpeg formats. No other file formats should be used.

4.13 All Tenders must remain valid and capable of acceptance by DWP for 180 days from the Submission Deadline.

5. Project Description – Appendix A

5.1 Please refer to Appendices A and B

6. Project Programme – Appendix B

6.1 Please refer to Appendices A and B

7. Professional Services – Schedule of Requirements – Appendix C

7.1 Please refer to Appendix C providing a Services Required check list –

(a) Summary of Services Required –

Discipline/s:	**RIBA Stages**
Architect, BIM Co-Ordinator, BIM	**0 to 7**

Information Manager, Building Services Engineer, Civils/Structural, Cost Management, Lead Designer, Principal Designer, Project Management	

(b) Exclusions – n/a

8. Tender Questions – Appendix D

Please refer to Appendix D providing the questions to be answered. The questions cover the following categories –

(a) Compliance
(b) Approach to Supply Chain
(c) Approach to Service Delivery inc. experience
(d) Mobilisation and Resource Management

9. Resource Allocation & Fees – Appendix E

Please complete in full the Resource Schedule and Fee data template as specified in the attached Appendix E. The Resource Schedule must be aligned to the Projects Programme as detailed in Appendix B.

Please insert the agreed framework percentages and any discount offered against these percentages.

For the additional services, please insert day rates.

Note that there will be a single multidiscipline appointment for these projects for the provision of Design Team, Cost Management and Project Management services.

10. Evaluation Method and Selection Criteria – Appendix F

All Tenders received by the submission deadline will be checked for compliance against the requirements of this ITT. All tenders will then be evaluated in accordance with the selection criteria and the evaluation process which is described in Appendix F. DWP will award a contract to the Potential Supplier with the highest scoring tender following this evaluation process. Each Potential Supplier's response will be evaluated against the criteria detailed in Appendix F.

October 2019
Estates Commercial Directorate
Department for Work and Pensions

APPENDIX A - Project Briefing

APPENDIX B - Schedule of Projects

APPENDIX C -	Schedule of Requirement
APPENDIX D -	Tender Questions – Project Team, Experience, Methodology
APPENDIX E -	Pricing Model and Resource Schedule
APPENDIX F -	Evaluation Method and Criteria
APPENDIX G -	N/A
APPENDIX H -	Tender Certificate
APPENDIX I -	Form of Contract
APPENDIX J -	Tender Query Schedule

Glossary of Terms

2006 Regulations	means the Public Contracts Regulations 2006;
Associated Documents	means, in addition to this document, any other documents or information which the Customer may from time to time provide or make available in connection with the Procurement Process;
The Authority	means The Department for Work and Pensions
Authority Data	means the data and information which is owned by the Customer;
Award Criteria	means the criteria according to which Tenders will be evaluated, being those criteria described in Appendix F of this document;
Bravo	means the web based DWP e-Procurement Solution (ePS) used by the Customer for the purposes of administering the procurement processes;
Change in Circumstance	has the meaning given to that expression in paragraph x of this document;
Customer	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 element of a Potential Supplier's Tender submission as described in Appendix E of this document;
Data Room	means the virtual data room established by the Customer via the DWP eProcurement Solution (Bravo) for the purposes of the Procurement Process;
EIR	means the Environmental Information Regulations 2004;
FOIA	means the Freedom of Information Act 2000;
Implementation Phase	has the meaning given to it in Schedule of Requirements
Implementation Plan	has the meaning given to it in Schedule of Requirements

Tender	means a tender, in respect of the Services, which is or (as the context requires) may be submitted in response to this document by a Potential Supplier;
Integrator	means the supplier appointed (under a separate procurement process to this Procurement Process) to carry out the day to day management of the Customer's estates supply chain (such supply chain shall include the Supplier);
ITT	means this invitation to tender pack in respect of the relevant stage in the Procurement Process, which includes the main "Instructions to Potential Suppliers" document and the various documents annexed to the ITT, including amongst others the SoR;
Moderation Meeting	means members of the evaluation team will meet with one or more moderators in order to reach a consensus decision and apply a Moderated Score to each response;
Moderated Score	means the final score which is applied to a Potential Supplier's response following a Moderation meeting;
Potential Supplier	Means an economic operator appointed to the RM3786 Panel as a potential provider of the Panel Services and who is eligible to be considered for the award of Legal Services Contracts by Panel Customers during the Panel Period.
Potential Supplier's Team	means: (i) in the case of any consortium or prime/sub-contract bid structures, the Potential Supplier and each of the relevant consortium members or sub-contractors; and (ii) any officers, employees, agents or advisors of the Potential Supplier and/or (if applicable) of any relevant consortium members or sub-contractors;
Procurement Process	means the procurement process, in respect of the procurement by the Customer of Services;
Services	has the meaning given to it in the Schedule of Requirements
SoR	means Schedule of Requirements

Submission Deadline	means the final time and date by which Tenders must be submitted, being the relevant time and date set out in the procurement timetable at section 3.1 of this document, or such other time and date as may be communicated to Potential Suppliers for these purposes;
Successful Supplier	Means the Potential Supplier who is successful in their Tender application and who is awarded the Legal Services Contract;
Supplier	means an economic operator appointed to the RM3786 Panel as a potential provider of the Panel Services and who is eligible to be considered for the award of Legal Services Contracts by Panel Customers during the Panel Period.
Supply Chain	means the network between the Potential Supplier and its suppliers in the delivery of its services;
Tender	means the Potential Supplier's formal offer in response to the ITT;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment)(Amendment) Regulations 2014;

Multidiscipline Services for DWP Major Projects 2019 – Batch 2

1. Background

The Department for Work & Pensions (DWP) has a diverse estate of c.805 buildings located across the UK. As part of the investment strategy a number of new locations and associated divestments have been identified for delivery over the next 2-3 years.

Major Projects are a key element of DWP's estates strategy, and the migration of staff from neighbouring sites requires the divestment of properties and acquisition of new sites. DWP and Sodexo are currently preparing for delivery of Projects around the UK.

There are sensitivities around these new property acquisitions and until further notice strict confidentiality is to be maintained by all concerned.

Capex project values typically range from £c.0.5m - £c.4.3m and are being delivered by Contractors on the DWP fit out framework, contracts will be let on a design and build basis.

Sodexo is appointed as the Department's Integrator and is charged with managing the programme in conjunction with the DWP and has direct responsibility for all real estate workstreams.

This tender opportunity is to appoint a multidisciplinary team (PM / Cost Management / Design Management including Architectural / MEP / Civil & Structural / Principal Designer) to be an extension of Sodexo's programme resource.

All proposals are to be based on service provision from Fee Proposal (Stage 1) through to Completion (Stage 7). In some cases the work will also cover the moves and divestment of the closing site depending on the size and complexity of the project.

2. Project Definition / Objectives

To successfully manage migration from the current property footprint to the new properties, ensuring that all business demands are met, business case objectives are achieved, and that that all DWP estates requirements are safely delivered to programme.

Design

- Complete all projects to meet all Design requirements
- Complete all works to agreed Design standards and ensure full Asset data capture

Financial

- Complete all property acquisitions within the required time, at the agreed costs and to meet the business and DWP Estates requirements

Health & Safety

- Set and achieve agreed H&S/E metrics

Process

- Adopt and implement the DWP Estates end-to-end delivery processes and procedures
- Adopt and implement key estate management processes (e.g. BIM, Handovers / Soft Landings)
- Design, implement and manage an effective contingency plan for surety of service throughout change
- Implement effective communication and governance processes/practices for the project(s)

Handover

- Achieve high levels of staff/business satisfaction ensuring the new properties are fit for purpose
- Achieve effective handover from the project delivery team to service operations
- Achieve an effective/seamless handover from project delivery to DWP operations teams.

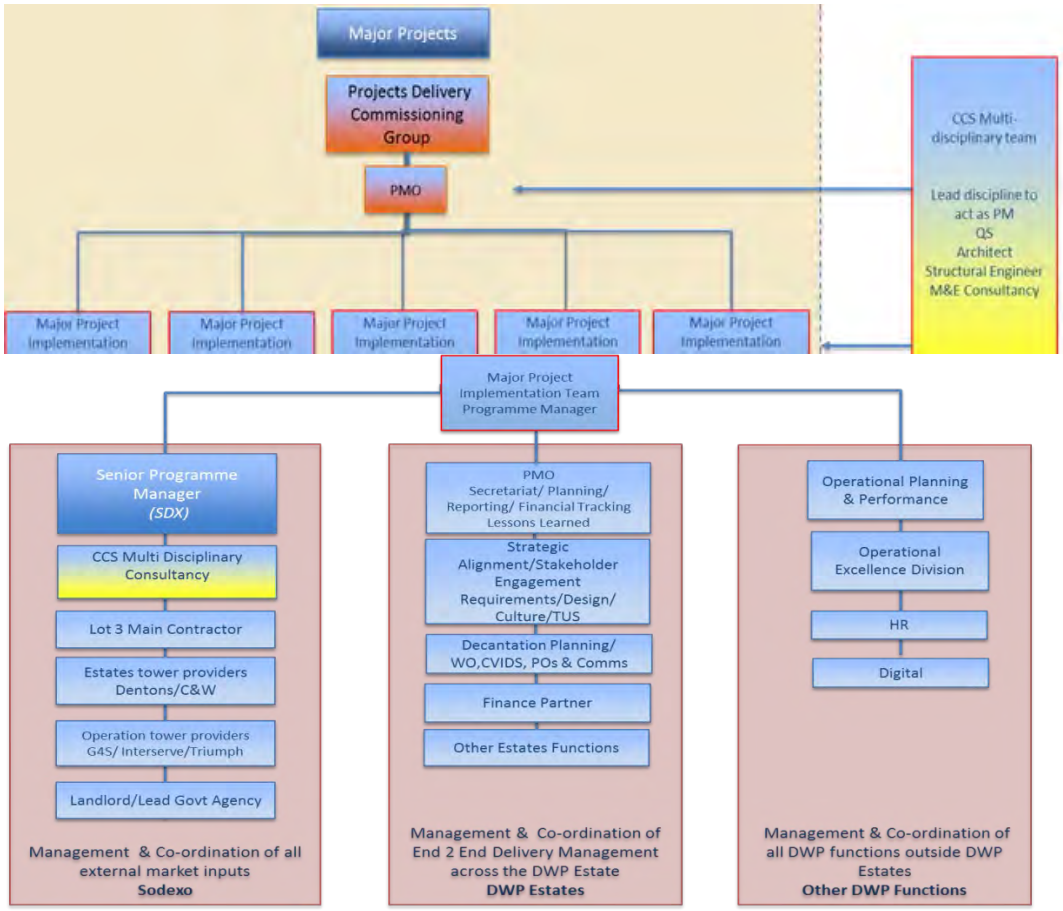
Project Success Criteria

- Achievement of all property change within agreed budget / targets / objectives

- Achievement of all property change within agreed timeframes
- Achieve a high level of staff / business satisfaction
- Achievement of H&S target LTIR
- Achievement of an agreed defects / close-out target

3. Project Delivery Process

The programme of projects will be managed by DWP/Sodexo Projects Delivery Commissioning Group. For each project an Implementation team will be commissioned for delivery of that specific project. The Professional and Technical Services Team will be required to work alongside both elements of the delivery structure as indicated by the schematic below



Sodexo require CCS supplier 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 – from DWP, Sodexo and CCS organisations is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

A process of continuous improvement is to underpin all team activity – learning, developing and refining processes for the ultimate benefit of DWP. Regular forums are to be established with appointed Contractors in order to share knowledge, ideas and best practice.

Contracts with Lot 3 Contractors will be based on NEC4. Proactive operation of building contract requirements, including programming and costing, will be facilitated through our integrated CEMAR platform.

There are numerous stakeholders associated with each site acquisition, site divestment and the associated moves. Across the Professional and Technical Services Team, strong and effective communication skills - facing a wide and diverse stakeholder community - is considered critical to team success. Resources for these important positions must be self-starting and forward thinking - allied with a determination to achieve results despite dealing with, gaps and obstacles. Proactive identification, analysis and efficient management of project Risks, Assumptions, Issues and Dependencies is

necessary. The ability to provide imaginative and positive solutions that avoid or mitigate adverse circumstances and impacts from project change is a prerequisite skill. Professional and Technical Services Team must always be focussed on project protection or betterment for DWP's benefit.

All complimentary CCS ways of working, day-to-day reporting and production of regular, clear and concise management information for DWP and Sodexo, must be supported by tried and trusted leading-edge technologies.

Core Project Deliverables are:

- Complete all property divestments in scope, within the required time, at the agreed costs and to meet all leasehold requirements
- Complete all property acquisitions within the required time, at the agreed costs and to meet the business and DWP Estates requirements
- Completion of all governance and reporting milestones
- Delivery of all project completion documentation including validated H&SF, O&Ms, As-Builts, Asset Change and other Handover documents.
- Completion of Building Assessment (BAR) reports, structured around the headings identified in Appendix 1. The BAR reports are a key element of the project and are used to secure project funding, used as the initial design and set out high level programme milestones. Separate to all other project deliverables, these BAR reports will be priced on a time charge basis by the successful tenderer using the agreed framework hourly rates.

4. CDM2015 / Health & Safety / Environmental

The Professional and Technical Services Teams must include appropriate Health & Safety / Environmental expertise to assess projects and contractors, ensuring all necessary team guidance and process controls are in place to maintain full compliance with and discharge of regulatory duties.

Principal Designer roles are envisaged for the five projects and Professional and Technical Services Team must demonstrate extensive experience in undertaking this role.

DWP/Sodexo require Professional and Technical Services Team to be self-motivated, inquisitive and challenging wherever necessary in order to deal effectively with foreseeable Health, Safety and Environmental risks throughout the design and procurement process.

5. Programme

The overall programme is scheduled as detailed in Appendix B.

In addition to the specific acquisitions and divestments identified within this document the following key elements are also in scope:

- Compliance with all relevant DWP policies and procedures
- Compliance with any GPU (HMRC) requirements
- Managing all work associated with the development, negotiation and completion of lease agreements and divestments
- Managing the procurement of all contractors required to deliver any related property and, if requested, other service contractors (e.g. Cabling/IT)
- Design and implementation of specific project governance and reporting functions to align to DWP and HMRC requirements
- Adoption and implementation of all DWP finance processes

6. Design

Each major project will have its specific design service requirement. Options are to be considered for Contractor Design, either through elemental CDP or a Design & Build approach. The Professional and Technical Services Team must provide all necessary Performance Specification details to support any Contractor Design requirements. A significant proportion of Design work is expected to be associated with Cat B fit-out works. As far as possible, DWP wish to future-proof the buildings with appropriately designed infrastructure, allowing flexible space planning in future years

Professional and Technical Services Team is to be fully attuned to DWP's business environment, and the ongoing development of DWP Design Standards. CCS personnel must be able to demonstrate functional empathy and understanding of diverse DWP staff needs, customer needs, building access provisions, and security requirements.

Functional emphasis on accommodating Public/Visitor needs is essential in DWP's busy, sensitive and sometimes volatile environments. Accessibility, space planning, comfort, toilets, storage, IT, décor and security aspects are to be prime considerations during CCS design. Quality and consistency of Design across DWP environments is necessary, and an important part of CCS stakeholder communications is focussing on achieving the appropriate design.

7. Cost Management

DWP have requested that all estimates, tenders, cost reports and final accounts are built up to follow the BCIS format, as per the embedded file below.

Cost Template.xlsx

8. Procurement

The procurement strategy for these projects will be based on a 2-stage design and build basis with the following provisions;

- The consultant will develop the design to the completion of RIBA Stage 2;
- The first stage tender (Employers Requirements) will consist of the RIBA Stage 2 Design and Performance Specification and a pricing document to enable the Contractor to provide an indicative tender sum in their tender;
- The consultant will produce a Pre Tender Estimate of Cost for DWP sign-off prior to tenders being issued;
- Design responsibility will be transferred to the Contractor from RIBA Stage 3 onwards;
- The consultant will be responsible for reviewing the Contractors Proposals throughout the 2nd stage design and construction period to ensure compliance with the Employers Requirements

The DWP have procured a Project Contractor Framework with 3 value based Lots. Project Contractor procurement and timings will vary across the Major Projects. Contractor procurement on Major Projects is to be through mini-competition with Lots 2&3 national contractors. Awards are to be made on a design and build basis. The Professional and Technical Services Team will be required to take ownership of the tendering, reporting and recommendation to award process.

9. Resource Requirements

Allied to the requirements set out in the Professional Services Appointment SORs, team members must have strong management skills, works planning and technical capabilities to ensure the integrity of DWP budget allocations and planned projects delivery. Familiarity with NEC4 is necessary for team collaboration and cohesion. Demonstrable expertise in financial risk management is essential. Design roles are to cover all compliance obligations and requirements e.g. LA Planning Submissions / Approvals and Landlord Consents. Implementation of a tried and tested systemised management approach is vital to successful delivery of the programme e.g. using leading technology to provide an assured system that can give, for example, real-time information on planned activity and actual performance – accurately identifying the status of all site works. Incisive weekly management reporting - including exception reporting - is required.

Resources may be procured in full or in part, and this is entirely DWP and SODEXO's choice. There is no guarantee by DWP or Sodexo of any role being deployed or any works being allocated. At all times, DWP and SODEXO reserve complete discretion as to whether appointments are made or any works are awarded.

Resources are required to be available for engagement from June 2019.

10. Submission Return

A fully detailed response to this tender enquiry is required to be returned to SODEXO no later than:
Monday, 11th November 2019 at 12:00.

Please submit your Tender to the following mailbox:
[redacted]

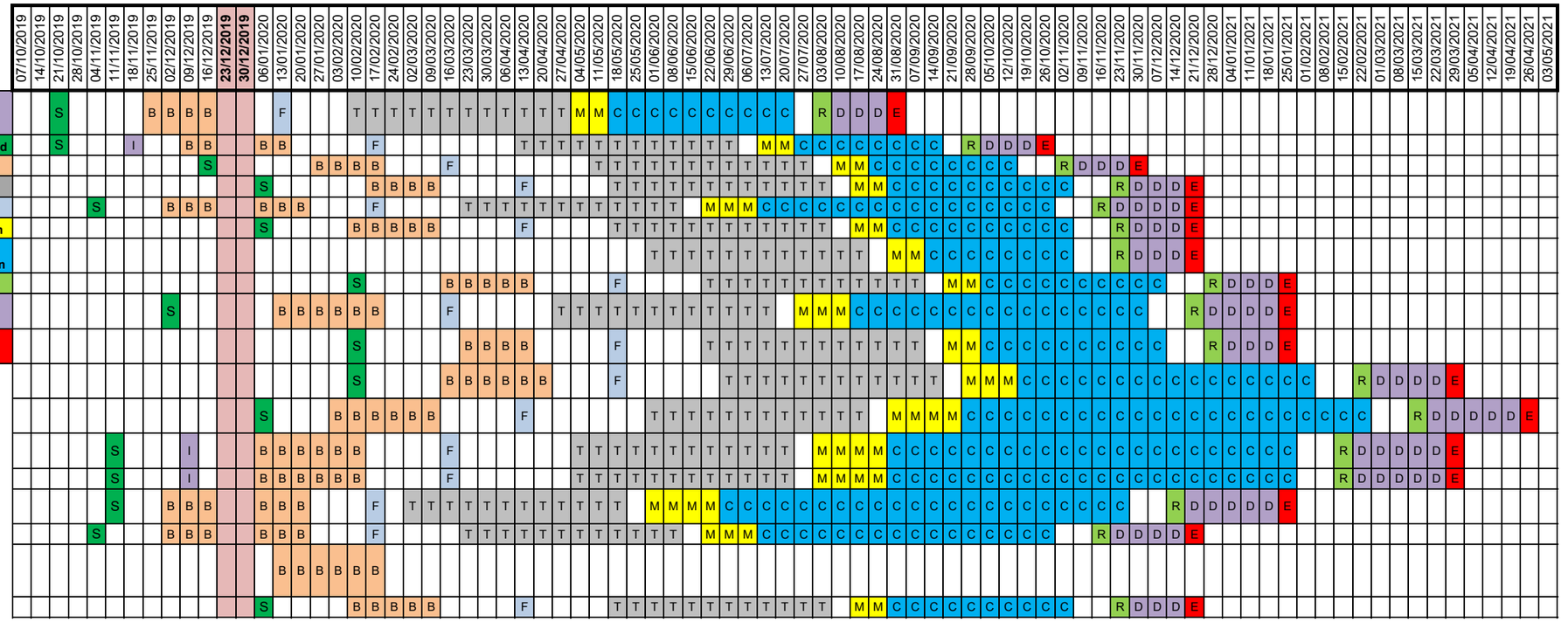
Appendix 1 – Structure of BAR Report

Contents
1. Executive Summary
1.1.Location Overview
1.2.Building Overview
1.2.1. External Fabric
1.2.2. Existing Access
1.2.3.Means of Escape
1.2.4. Internal Accommodation
1.2.5.Asbestos
1.2.6. M&E Overview
1.2.7.Heating & Cooling
1.2.8.Ventilation
1.2.9.Hot Water
1.2.10. Public Health
1.2.11. Power Supply & Electrical Distribution
1.2.12. Small Power
1.2.13. Lighting and Emergency Lighting
1.2.14. Voice and Data
1.2.15. Fire & Security
1.2.16. BREEAM / EPC Rating
1.3. Initial Assessment of Suitability to Accommodate DWP Requirements
1.3.1.Detail of Requirements
1.3.2. Revised Space Plans
1.3.3. Structural alterations
1.3.4.M&E uplift requirements
1.3.5. Statutory Consents
1.3.6. Principal Concerns and Risks
1.3.7. Fit Out Costs
1.4.Outline Procurement Strategy and Programme
1.5.Conclusion
2. Instruction and Scope of Building Assessment Report
2.1. Instructions
2.2.Limitations
Appendices
A - Architectural Building Assessment Report Evaluation
B1 - Existing Floor Plan
B2 - Architectural Proposed Fit Assessment
C - Building Services Assessment Report
D - Required Accommodation Standards Initial Assessment
E - Order of Cost Estimate
F - Outline Master Programme
G - Client User Brief – DWP Requirements
H - Landlord supplied demise plan
I - Full building condition report covering all fabric and mechanical and electrical elements as per RICS and CIBSE standard approaches

BATCH 2 PROJECTS

Ref	County	Site type	Est Project Cost (based on size)	Move Date	Lease end Date	Estimated days for BAR
B2.1	Sussex	JCP	£0.7m	Jul-20	Aug-20	20
B2.2	Caernarvonshire	AC	£0.5m	Sep-20	Oct-20	20
B2.3	Angus	AC	£0.5m	Oct-20	Nov-20	20
B2.4	Berkshire	AC	£0.7m	Nov-20	Dec-20	20
B2.5	Avon	BoH, AC	£1.5m	Nov-20	Dec-20	30
B2.6	NW England	BoH, AC	£0.8m	Nov-20	Dec-20	25
B2.7	Devon	JCP. BoH	£0.4m	Nov-20	Dec-20	20
B2.8	Central	BoH, AC	£0.8m	Dec-20	Jan-21	25
B2.9	Essex	JCP. BoH	£1.4m	Dec-20	Jan-21	30
B2.10	Warwickshire	JCP. BoH	£0.6m	Dec-20	Jan-21	20
B2.11	Worcestershire	JCP. BoH	£1.7m	Feb-21	Mar-21	30
B2.12	South Yorks	JCP / BoH / AC	£3.3m	Mar-21	Apr-21	30
B2.13	West Midlands	JCP / BoH / AC	£4.3m	Feb-21	Mar-21	30
B2.14	Bedfordshire	JCP	£2.9m	Feb-21	Mar-21	30
B2.15	London Borough of Bexley	JCP. BoH	£3.1m	Sep-20	Jan-21	30
B2.16	Inverness-shire	JCP	£1.8m	Oct-20	Dec-20	30
B2.17	West Midlands	JCP. BoH	BAR / Condition Survey	N/A	N/A	30
B2.18	Greater Manchester	BoH	£1.0m	Dec-20	Mar-21	25

IBC
Site Identified
BAR
Tender
FBC
Mobilisation
Construction
Relocation
Decomm
Exit



Job Centre Plus JCP
Assessment Centre AC
Back of House (Office) BoH

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 1 - Project Manager (Project Lead)

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
1.2	In consultation with the Contracting Authority, prepare the Schedule of Services for all suppliers to be appointed by the Contracting Authority.	✓
1.3	Facilitate regular meetings 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. 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.	✓
1.4	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 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 Supplier and the services of another supplier(s), the Supplier shall resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall confirm the actions agreed in writing with the supplier(s) and copy to the Contracting Authority.	✓
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 Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓
1.8	Organise meetings with the Contracting Authority, Project Lead, Lead Designer, other suppliers and the 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 Contracting Authority, 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	Produce a monthly report including (but not limited to) Project progress and key activities in relation to the programme	✓
2.0	RIBA Stage 0 - Strategic Definition	
2.1	Discuss options with the Contracting Authority for the assembly of the Project Team and assist the Contracting Authority 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.	✓
2.3	Review findings from post project evaluations from relevant projects and 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.	✓
2.5	Draft the Project Execution Plan.	✓
3.0	RIBA Stage 1 - Preparation and Brief	
3.1	Develop the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Contracting Authority 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.	✓
3.3	In consultation with the Project Team and the Contracting Authority, agree the procurement route and the standard form of Building Contract.	✓
3.4	Prepare the Project Roles Table and Contractual Tree and continue to assist the Contracting Authority 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, ventiation 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 Contracting Authority 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 Contracting Authority and the Project	✓
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.	✓
4.2	Review Site Information, Project Information and collate and agree changes to the Initial Project Brief 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	Review and develop the Handover Strategy and Risk Assessments.	✓
4.5	Prepare the initial Construction Strategy and the Health and Safety Strategy.	✓
4.6	Review and update the Project Execution Plan.	✓
4.7	Review and update the Project Programme and the Project Budget.	✓
4.8	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.	✓
4.9	Select and prepare a list of tenderers with the Contracting Authority.	✓
4.1	Collate information from the Project Team and assemble the Employer's Requirements.	✓
4.11	Collate and issue the tender documentation.	✓
4.12	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 Employer'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.	✓
4.13	Agree the detailed content and assist with the finalisation of the contract documentation (for pre- construction activities).	✓
4.14	Verify that the Contractor has all required insurances, collateral warranties, bonds etc in place.	✓
4.15	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	Review and update the Handover Strategy and Risk Assessments.	✓
5.4	Review and update the Construction Strategy and Health and Safety Strategy	
5.5	Review and update the Project Execution Plan.	✓
5.6	Review and update the Project Programme and the Project Budget.	✓
5.7	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.	✓
5.8	Manage the Change Control Procedures.	✓
5.9	Select and prepare a list of tenderers with the Contracting Authority.	
5.1	Collate information from the Project Team and assemble the Employer's Requirements.	
5.12	Collate and issue the tender documentation.	
5.13	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 Employer'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.	
5.14	Agree the detailed content and assist with the finalisation of the contract documentation (for pre- construction activities).	
5.15	Verify that the Contractor has all required insurances, collateral warranties, bonds etc in place.	
5.16	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.	✓
5.17	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.	
6.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓
6.3	Review and update the Handover Strategy and Risk Assessments.	✓
6.4	Review and update the Construction Strategy and the Health and Safety Strategy.	
6.5	Review and update the Project Execution Plan.	✓

6.6	Review and update the Project Programme and the Project Budget.	✓
6.7	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.	✓
6.8	Manage the Change Control Procedures.	✓
6.9	Select and prepare a list of tenderers with the Contracting Authority.	
6.10	Collate information from the Project Team and assemble the Employer's Requirements.	
6.11	Collate and issue the tender documentation.	
6.12	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 Employer'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.	
6.13	Agree the detailed content and assist with the finalisation of the contract documentation.	✓
6.14	Verify that the Contractor has all required insurances, collateral warranties, bonds etc in place.	✓
6.15	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.	✓
6.16	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 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	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.	✓
7.4	Review and update the Sustainability Strategy and lead the Sustainability Checkpoint.	✓
7.5	Manage the implementation of the Handover Strategy	✓
7.6	Review and update the Construction Strategy and the Health and Safety Strategy.	✓
7.7	Review and update the Project Programme and the Project Budget.	✓
7.8	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓
7.9	Agree with the Lead Designer the Information Exchange, prepared by the Lead Designer.	✓
7.1	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.	✓
7.1	Prepare a planned maintenance programme for the project, post handover, and provide recommendations for the procurement of the planned maintenance.	✓
7.12	Monitor and review the performance of the Project Team.	✓
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	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.	✓
8.3	Manage the update of the Project Information.	✓
8.4	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 and sit divestment activities.	✓
9.3	Manage the update of As Constructed information in accordance with Contracting Authority Feedback	✓
9.4	Manage the update of Project Information in response to ongoing Contracting Authority Feedback	✓
9.5	Manage the post completion defect rectification process in accordance with GSL requirements.	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Crown Commercial Service

Core Service Discipline 2 - Architectural Services

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
1.2	Attend regular meetings in order to progress Design, consult and liaise with the Lead Designer in the preparation and development 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 Supplier are fully coordinated with the services provided by those suppliers.	✓
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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.	✓
1.7	Attend meetings with the Contracting Authority, 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 Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓
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	Work closely with the Contracting Authority, 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.	✓
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.	✓
2.5	Discuss the Project with the appropriate planning authority.	✓
3.0	RIBA Stage 1 - Preparation & Brief	
3.1	Discuss the Project with the appropriate planning authority.	✓

3.2	Contribute to 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.	✓
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.	✓
3.4	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓
3.5	Contribute to the development of the Project Roles Table and Contractual Tree.	✓
3.6	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓
3.7	Contribute 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	✓
3.8	Contribute to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓
3.9	Review and contribute to the update of the Project Budget and Project Programme.	✓
3.10	Contribute to the preparation of the Handover Strategy, prepare Risk Assessments in preparation for the Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓
3.11	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 Contracting Authority and the Project Team.	✓
3a.1	Carry out a full site inspection/site survey of any existing fabric, finishings, fittings etc, and make recommendations for, any specialist investigations or surveys which may be necessary.	✓
4.0	RIBA Stage 2 - Concept Design	
4.1	Liaise with planning authorities as required.	✓
4.2	Prepare the architectural 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.	✓
4.3	Undertake third party consultations and any Research and Development as required.	✓
4.4	Assist the Lead Designer with preparation of the Design Programme.	✓
4.5	Incorporate agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
4.6	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓
4.7	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓
4.8	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	✓
4.9	Contribute to the review and update of the Project Execution Plan.	✓
4.10	Contribute to the review and update of the Project Programme and the Project Budget.	✓
4.11	Comply with the Information Exchange requirements.	✓
4.12	Contribute to the selection of a list of tenderers.	✓
4.13	Contribute to the preparation of the Employer's Requirements.	✓
4.14	Contribute to the preparation of the tender documentation	✓

4.15	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓
4.16	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	Liaise with planning authorities as required.	✓
5.2	Submit planning application to the appropriate planning authority.	✓
5.3	Prepare the architectural Developed Design in accordance with the Final Project Brief, Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme. Contribute to the development of Project Strategies.	
5.4	Undertake third party consultations as required.	✓
5.5	Assist the Lead Designer with preparation of the Design Programme.	✓
5.6	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.	✓
5.7	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
5.8	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓
5.9	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
5.10	Contribute to the review and update of the Project Execution Plan.	✓
5.11	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
5.12	Comply with the Information Exchange requirements.	✓
5.13	Contribute to the selection of a list of tenderers.	
5.14	Contribute to the preparation of the Employer's Requirements.	
5.15	Contribute to the preparation of the tender documentation	
5.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
5.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	
5.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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.	✓
6.0	RIBA Stage 4 - Technical Design	
6.1	Submit the Building Regulations application.	
6.2	Prepare the architectural Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.	
6.3	Undertake third party consultations as required.	✓
6.4	Assist the Lead Designer with preparation of the Design Programme.	✓
6.5	Incorporate agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
6.6	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
6.7	Contribute to the review and update of the Handover Strategy and Risk Assessments.	✓

6.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
6.9	Contribute to the review and update of the Project Execution Plan.	✓
6.1	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
6.11	Comply with the Information Exchange requirements.	✓
6.12	Liaise with specialist suppliers as necessary.	✓
6.13	Contribute to the selection of a list of tenderers.	
6.14	Contribute to the preparation of the Employer's Requirements.	
6.15	Contribute to the preparation of the tender documentation	
6.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
6.17	Assist in the agreement of the detailed content and the finalisation of the contract documetation.	✓
6.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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	Review standards of construction to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓
7.2	Review development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme, Information Exchanges and the Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	✓
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	✓
7.5	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓
7.6	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓
7.8	Contribute to the implementation of the Handover Strategy	✓
7.9	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.	✓
7.10	Comply with the Information Exchange requirements.	✓
7.11	Liaise with specialist suppliers as necessary.	✓
7.12	Review proposals for the testing, setting to operation and commissioning of all building fabric, walls, partitions, doors, equipment and fittings 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 innaccurate information and/or testing and commissioning that evidences the required performance is not being achieved.	✓
7.13	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	Prepare the 'As Constructed' Information.	
7a.1	*Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.*	✓
7a.2	*Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.*	✓

7a.3	*Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.*	✓
7a.4	*Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.*	✓
7a.5	*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	Provide the Lead Designer with the defects list.	✓
8.2	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓
8.4	Contribute to the update of the Project Information.	✓
8.5	Contribute to the update of the 'As Constructed' Information.	✓
8.6	Update the 'As Constructed' 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 'As Constructed' information in accordance with Contracting Authority Feedback	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority Feedback	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements. Identify all outstanding defects and notify the Lead Designer.	✓
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	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 3 - Cost Management Services

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority	✓
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 Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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 Contracting Authority, 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 Contracting Authority 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 Contracting Authority, 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	Produce a monthly report including (but not limited to) Budget position Fees and other costs, including planning design etc. (forecast total and actual spend to date. Contingencies and risk allowances (forecasted and spend to date) Changes (instructed and forecasted)	
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	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓
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.	✓
3.6	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, ventiation 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 Contracting Authority preferred option(s)	✓
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 Contracting Authority 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	Contribute to the selection of a list of tenderers.	✓
4.10	Contribute to the preparation of the Employer's Requirements.	✓
4.11	Contribute to the preparation of the tender documentation.	✓
4.12	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 all pricing and cash-flow information in each of the Contractor's Proposlas with the Employer's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.	✓
4.13	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	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	Contribute to the selection of a list of tenderers.	
5.10	Contribute to the preparation of the Employer's Requirements.	
5.11	Contribute to the preparation of the tender documentation	
5.12	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 all pricing and cash-flow information in each of the Contractor's Proposlas with the Employer's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.	
5.13	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	
5.14	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.	✓
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	Contribute to the selection of a list of tenderers.	
6.9	Contribute to the preparation of the Employer's Requirements.	
6.10	Contribute to the preparation of the tender documentation	
6.11	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 all pricing and cash-flow information in each of the Contractor's Proposlas with the Employer's Requirements set out in the tender documentation. and the further review and evaluation of responses to any clarifications from the tenderers.	
6.12	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓
6.13	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 Contracting Authority.	✓
7.3	In consultation with the Contracting Authority and the Project Team, ensure that rigorous cost control is undertaken in accordance with Change Control Procedures and provide estimates of cost in connection therewith 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.	✓
7.5	Produce financial statements at monthly intervals, or at such other intervals as shall be agreed with the Contracting Authority 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 Contracting Authority.	✓
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 Contracting Authority 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 Contracting Authority 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 Contracting Authority.	✓
7a.1	*Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority 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	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 Contracting Authority, 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 Contracting Authority 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	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 4 - Civil and Structural Engineer Services

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
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 Supplier are fully coordinated with the services provided by those suppliers.	✓
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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.	✓
1.7	Attend meetings with the Contracting Authority, 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	✓
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	Work closely with the Contracting Authority, 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.	✓
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	Contribute to 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.	✓
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	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓
3.4	Contribute to the development of the Project Roles Table and Contractual Tree.	✓

3.5	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓
3.6	Contribute 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	Contribute to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓
3.8	Review and contribute to the update of the Project Budget and Project Programme.	✓
3.9	Contribute to the preparation of the Handover Strategy and Risk Assessments in preparation for the 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 Contracting Authority and the Project Team.	✓
4.0	RIBA Stage 2 - Concept Design	
4.1	Prepare the civil and structural 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.	✓
4.2	Undertake third party consultations and any Research and Development as required.	✓
4.3	Assist the Lead Designer with preparation of the Design Programme.	✓
4.4	Incorporate agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
4.5	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓
4.6	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓
4.7	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	✓
4.8	Contribute to the review and update of the Project Execution Plan.	✓
4.9	Contribute to the review and update of the Project Programme and the Project Budget.	✓
4.10	Comply with the Information Exchange requirements.	✓
4.11	Contribute to the selection of a list of tenderers.	✓
4.12	Contribute to the preparation of the Employer's Requirements.	✓
4.13	Contribute to the preparation of the tender documentation	✓
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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓
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	Liaise with planning authorities as required.	✓
5.2	Assist in the submission of the planning application to the appropriate planning authority.	✓
5.3	Prepare the civil and structural engineering Developed Design in accordance with the Final Project Brief, Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme. Contribute to the development of Project Strategies.	
5.4	Undertake third party consultations as required.	✓

5.5	Assist the Lead Designer with preparation of the Design Programme.	✓
5.6	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.	✓
5.7	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
5.8	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓
5.9	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
5.10	Contribute to the review and update of the Project Execution Plan.	✓
5.11	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
5.12	Comply with the Information Exchange requirements.	✓
5.13	Contribute to the selection of a list of tenderers.	
5.14	Contribute to the preparation of the Employer's Requirements.	
5.15	Contribute to the preparation of the tender documentation	
5.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
5.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	
5.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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.	✓
6.0	RIBA Stage 4 - Technical Design	
6.1	Assist with the submission of the Building Regulations application.	
6.2	Prepare the civil and structural engineering Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.	
6.3	Undertake third party consultations as required.	✓
6.4	Assist the Lead Designer with preparation of the Design Programme.	✓
6.5	Incorporate agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
6.6	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
6.7	Contribute to the review and update of the Handover Strategy and Risk Assessments.	✓
6.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
6.9	Contribute to the review and update of the Project Execution Plan.	✓
6.10	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
6.11	Comply with the Information Exchange requirements.	✓
6.12	Liaise with specialist suppliers as necessary.	✓
6.13	Contribute to the selection of a list of tenderers.	
6.14	Contribute to the preparation of the Employer's Requirements.	
6.15	Contribute to the preparation of the tender documentation	
6.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	

6.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓
6.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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.	✓
7.0	RIBA Stage 5 - Construction	
7.1	Review standards of construction to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓
7.2	Review development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme, Information Exchanges and the Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	✓
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	✓
7.5	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓
7.6	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓
7.8	Contribute to the implementation of the Handover Strategy	✓
7.9	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.	✓
7.1	Comply with the Information Exchange requirements.	✓
7.11	Liaise with specialist suppliers as necessary.	✓
7.12	Review proposals for the testing, setting to operation and commissioning of all civil and structural engineering work. Witness all testing and commissioning and check that all testing and commissioning records are present and accurate and reflect the required performance.	✓
7.13	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	Prepare the 'As Constructed' Information.	
7a.1	Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.	✓
7a.2	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	✓
7a.3	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	✓
7a.4	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	✓
7a.5	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	Provide the Lead Designer with the defects list.	✓
8.2	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓
8.4	Contribute to the update of the Project Information.	✓
8.5	Contribute to the update of the 'As Constructed' Information.	✓
8.6	Update the 'As Constructed' 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 'As Constructed' information in accordance with Contracting Authority Feedback	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority Feedback	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements. Identify all outstanding defects and notify the Lead Designer.	✓
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	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 5 - Building Services Engineer

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority	✓
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 Supplier are fully coordinated with the services provided by those suppliers.	✓
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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.	✓
1.7	Attend meetings with the Contracting Authority, 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	✓
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	Work closely with the Contracting Authority, 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.	✓
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	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.	✓

3.2	Contribute to 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	✓
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.	✓
3.4	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓
3.5	Contribute to the development of the Project Roles Table and Contractual Tree.	✓
3.6	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓
3.7	Contribute 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	✓
3.8	Contribute to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓
3.9	Review and contribute to the update of the Project Budget and Project Programme.	✓
3.10	Contribute to the preparation of the Handover Strategy and Risk Assessments in preparation for the Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓
3.11	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 Contracting Authority and the Project Team.	✓
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.	✓
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.	✓
4.3	Assist the Lead Designer with preparation of the Design Programme.	✓
4.4	Incorporate agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
4.5	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓
4.6	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓
4.7	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	✓
4.8	Contribute to the review and update of the Project Execution Plan.	✓
4.9	Contribute to the review and update of the Project Programme and the Project Budget.	✓
4.10	Comply with the Information Exchange requirements.	✓
4.11	Contribute to the selection of a list of tenderers.	✓
4.12	Contribute to the preparation of the Employer's Requirements.	✓
4.13	Contribute to the preparation of the tender documentation	✓
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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓

4.15	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓
4a.1	Conduct any necessary negotiations with the public utility authorities relating to services connections, sub-stations, existing services, services diversions and similar matters.	✓
5.0	RIBA Stage 3 - Developed Design	
5.1	Consult with planning authorities, building control authorities, fire authorities, environmental health authorities and public utility authorities as required.	✓
5.2	Assist with the submission of the planning application to the appropriate planning authority.	✓
5.3	Prepare the building services engineering Developed Design in accordance with the Final Project Brief, Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme. Contribute to the development of Project Strategies.	
5.4	Undertake third party consultations as required.	✓
5.5	Assist the Lead Designer with preparation of the Design Programme.	✓
5.6	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.	✓
5.7	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
5.8	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓
5.9	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
5.1	Contribute to the review and update of the Project Execution Plan.	✓
5.11	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
5.12	Comply with the Information Exchange requirements.	✓
5.13	Contribute to the selection of a list of tenderers.	
5.14	Contribute to the preparation of the Employer's Requirements.	
5.15	Contribute to the preparation of the tender documentation	
5.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
5.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	
5.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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.	✓
5a.1	Conduct any necessary negotiations with the public utility authorities relating to services connections, sub-stations, existing services, services diversions and similar matters.	
6.0	RIBA Stage 4 - Technical Design	
6.1	Assist with the submission of the Building Regulations application.	
6.2	Prepare the building services engineering Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.	
6.3	Undertake third party consultations as required.	✓
6.4	Assist the Lead Designer with preparation of the Design Programme.	✓
6.5	Incorporate agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
6.6	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓

6.7	Contribute to the review and update of the Handover Strategy and Design Risk Assessments.	✓
6.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓
6.9	Contribute to the review and update of the Project Execution Plan.	✓
6.10	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓
6.11	Comply with the Information Exchange requirements.	✓
6.12	Liaise with specialist suppliers as necessary.	✓
6.13	Contribute to the selection of a list of tenderers.	
6.14	Contribute to the preparation of the Employer's Requirements.	
6.15	Contribute to the preparation of the tender documentation	
6.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
6.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓
6.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, 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.	✓
6a.1	*Conduct any necessary negotiations with the public utility authorities relating to services connections, sub-stations, existing services, services diversions and similar matters.*	
7.0	RIBA Stage 5 - Construction	
7.1	Review standards of construction 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	Review 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	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	✓
7.5	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓
7.6	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓
7.8	Contribute to the implementation of the Handover Strategy	✓
7.9	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.	✓
7.10	Comply with the Information Exchange requirements.	✓
7.11	Liaise with specialist suppliers as necessary.	✓
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 innaccurate information and/or testing and commissioning that evidences the required performance is not being achieved.	✓
7.13	In consultation with the Contracting Authority 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	Prepare the 'As Constructed' Information.	

7a.1	Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.	✓
7a.2	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	✓
7a.3	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	✓
7a.4	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	✓
7a.5	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	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.	✓
8.2	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓
8.4	Contribute to the update of the Project Information.	✓
8.5	Contribute to the update of the 'As Constructed' Information.	✓
8.6	Update the 'As Constructed' 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 'As Constructed' information in accordance with Contracting Authority Feedback	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority Feedback	✓
9.5	Contribute to the post completion defect rectification process in accordance with GSL requirements. Identify all outstanding defects and notify the Lead Designer.	✓
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	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 6 - Lead Designer

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
1.2	Facilitate regular meetings in order to progress Design, consult and liaise with the Project Lead 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 Lead Designer.	✓
1.3	Monitor and expedite the activities of those undertaking Design to maintain progress in accordance with the Design Programme and the Project Programme. Review, develop and update the Design Programme for the Project Lead's approval.	✓
1.4	Establish rigorous design management procedures to monitor the production of Design information 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	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 and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.	✓
1.6	Where there is duplication between the Services provided by the Supplier under the term and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	✓
1.7	Participate in the operation of an Early Warning System.	✓
1.8	Co-operate at all times with the Principal Designer in respect of the provision of Design Information and Risk Assessments.	✓
1.9	Attend meetings with the Contracting Authority, Project Lead, other suppliers and the Contractor as necessary.	✓
1.10	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 Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓
1.11	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.	✓
1.12	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.	✓
1.13	Comply with the project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.	✓
1.14	Participate in the Change Control Procedures and monitor and validate Design development against the Site Information, Project Information, Project Budget, Design Programme and Project Programme.	✓

1.15	Work closely with the Contracting Authority, 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.	✓
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 lead the contribution in respect of design 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	Obtain information on ownership and any leases of the site(s), Site Information including any existing buildings on the site, boundaries, any known easements, underground services, rights of way, rights of support and other relevant matters and advise the Project Team and the Contracting Authority.	✓
3.2	Request approval for site surveys, investigations etc to develop the Site Information.	✓
3.3	Lead and manage the contribution in respect of design to 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.	✓
3.4	Review Site Information and Project Information and provide comments and attend workshops, as required, to develop the Initial Project Brief.	✓
3.5	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓
3.6	Lead and manage the comment in respect of design for the development of the Project Roles Table and Contractual Tree by the Project Lead.	✓
3.7	Agree with the Project Lead and prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓
3.8	Lead and manage the design 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	✓
3.9	Lead and manage the design contribution to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓
3.10	Review and contribute to the update of the Project Budget and Project Programme.	✓
3.11	Lead and manage the design contribution to the preparation of the Handover Strategy, preparation of Risk Assessments in preparation for the Concept Design stage, the Sustainability Checkpoint and the development of the Project Execution Plan.	✓
3.12	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 Contracting Authority and the Project Team.	✓
3.13	Monitor and review the performance of suppliers undertaking design.	✓
4.0	RIBA Stage 2 - Concept Design	
4.1	Lead and manage the production of the Design Programme.	✓
4.2	Lead and manage the production of the 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.	✓

4.3	Review Site Information, Project Information and collate and agree changes in respect of design for the Final Project Brief.	✓
4.4	Manage the incorporation and co-ordination of agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
4.5	Lead and manage the contribution for design in the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓
4.6	Lead and manage the contribution in respect of design in the review and development of the Handover Strategy and Risk Assessments.	✓
4.7	Lead and manage the contribution in respect of design for the Construction Strategy and the development of the Health and Safety Strategy	✓
4.8	Lead and manage the contribution in respect of design in the review and update of the Project Execution Plan.	✓
4.9	Lead and manage the contribution in respect of design in the review and update of the Project Programme and the Project Budget.	✓
4.10	Lead and manage the contribution in respect of design for the preparation of the preliminary Cost Information, Project Strategies and Final Project Brief.	✓
4.11	Agree with the Project Lead and prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓
4.12	Manage the Information Exchange requirements	✓
4.13	Manage the identification of the requirement for specialist designers.	✓
4.14	Contribute to the selection of a list of tenderers.	✓
4.15	Contribute to the preparation of the Employer's Requirements.	✓
4.16	Contribute to the preparation of the tender documentation.	✓
4.17	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓
4.18	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓
4.19	Monitor and review the performance of suppliers undertaking design.	✓
4.2	Produce a Stage 2 design report	
5.0	RIBA Stage 3 - Developed Design	
5.1	Lead and manage the production of the Design Programme.	✓
5.2	Lead and manage the review and update of the Developed Design in accordance with the Design Programme. Contribute to the development of Project Strategies.	✓
5.3	Manage the incorporation and co-ordination of agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures, Project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
5.4	Lead and manage the contribution for design in the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the contribution for design for the Sustainability Checkpoint.	✓
5.5	Lead and manage the contribution in respect of design in the review and update of the Handover Strategy and Risk Assessments.	✓
5.6	Lead and manage the contribution in respect of design in the review and update of the Construction Strategy and contribute to the review and update of the Health and Safety Strategy.	✓
5.7	Lead and manage the contribution in respect of design in the review and update of the Project Execution Plan.	✓
5.8	Lead and manage the contribution in respect of design in the review and update of the Project Programme and the Project Budget.	✓
5.9	Agree with the Project Lead and prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓
5.10	Manage the Information Exchange requirements	✓
5.11	Manage the identification of the requirement for specialist designers.	✓
5.12	Contribute to the selection of a list of tenderers.	

5.13	Contribute to the preparation of the Employer's Requirements.	
5.14	Contribute to the preparation of the tender documentation.	
5.15	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
5.16	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	
5.17	Lead 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.	✓
5.18	Monitor and review the performance of the suppliers undertaking design.	✓
6.0	RIBA Stage 4 - Technical Design	
6.1	Lead and manage the production of the Design Programme.	✓
6.2	Lead and manage the review and update of the Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.	
6.3	Manage the incorporation and co-ordination of agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	
6.4	Lead and manage the contribution for design in the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the contribution for design for the Sustainability Checkpoint.	✓
6.5	Lead and manage the contribution in respect of design in the review and update of the Handover Strategy and Risk Assessments.	✓
6.6	Lead and manage the contribution in respect of design in the review and update of the Construction Strategy and contribute to the review and update of the Health and Safety Strategy.	✓
6.7	Lead and manage the contribution in respect of design in the review and update the Project Execution Plan.	✓
6.8	Lead and manage the contribution in respect of design in the review and update the Project Programme and the Project Budget.	✓
6.9	Agree with the Project Lead and prepare the Information Exchange .	✓
6.10	Manage the Information Exchange requirements	✓
6.11	Manage the identification of the requirement for specialist designers.	✓
6.12	Liaise with specialist sub-contractors as necessary.	✓
6.13	Contribute to the selection of a list of tenderers.	
6.14	Contribute to the preparation of the Employer's Requirements.	
6.15	Contribute to the preparation of the tender documentation	
6.16	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 Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
6.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓
6.18	Lead 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.	✓
6.19	Monitor and review the performance of the suppliers undertaking design.	✓
7.0	RIBA Stage 5 - Construction	
7.1	Lead and mange the review of standards of construction to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓

7.2	Lead and 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	Lead and manage the contribution in respect of design, as necessary, for the provision of information to the Contract Administrator to assist contract administration.	✓
7.4	Lead and manage the contribution in respect of design to the review and update of the Project Programme and the Project Budget.	✓
7.5	Lead and manage the contribution in respect of design to the review and update of the Sustainability Strategy and lead the contribution in respect of design for the Sustainability Checkpoint.	✓
7.6	Lead and manage the contribution in respect of design to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓
7.8	Lead and manage the contribution in respect of design to the implementation of the Handover Strategy	✓
7.9	Lead and manage the contribution in respect of design to monitor and verify that agreed changes to the Design during Construction are implemented in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchange, Technology Strategy and Design Programme.	✓
7.10	Manage and co-ordinate witnessing of the testing and commissioning.	✓
7.11	Manage the Information Exchange requirements.	✓
7.12	Liaise with specialist suppliers as necessary.	✓
7.13	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	Manage the preparation of the 'As Constructed' Information.	
7.15	Monitor and review the performance of the suppliers undertaking design.	✓
7a.1	Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.	✓
7a.2	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	✓
7a.3	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	✓
7a.4	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	✓
7a.5	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	Provide the Contract Administrator and Project Lead with the aggregated defects list.	✓
8.2	Manage the tasks in respect of the design in accordance with the Handover Strategy and lead the contribution in respect of design for the Sustainability Checkpoint.	✓
8.3	Manage the provision of information from the designers to the Contract Administrator to assist administration of the contract.	✓
8.4	Manage the update from the designers of the Project Information.	✓
8.5	Manage the update from the designers of the 'As Constructed' Information.	✓
8.6	Manage the update the 'As Constructed' Information.	
9.0	RIBA Stage 7 - In-Use	
9.1	Manage the tasks in respect of design listed in the Handover Strategy.	✓
9.2	Manage the contribution in respect of design to the Post Occupancy Evaluation.	✓
9.3	Manage the contribution in respect of design to the update of 'As Constructed' information in accordance with Contracting Authority Feedback.	✓
9.4	Manage the contribution in respect of design to the update of Project Information in response to ongoing Contracting Authority Feedback.	✓
9.5	Manage the contribution in respect of design 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	Manage the contribution in respect of design to the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects.	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 7 - Client Adviser

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority	✓
1.2	Attend meetings with the Client, Project Lead, other suppliers and Contractor as necessary.	✓
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 Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	✓
1.5	Participate in the operation of an Early Warning System.	✓
1.6	Attend meetings with the Contracting Authority, 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 Contracting Authority.	✓
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 Contracting Authority, 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.	✓
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 Contracting Authority.	✓
2.2	Provide recommendations to the the Contracting Authority 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 Contracting Authority.	✓
2.4	Review and comment on the Project Brief, the Initial Project Budget and the Project Programme and provide recommendations to the Contracting Authority.	✓
2.5	Review and comment on the Project Execution Plan and provide recommedations to the Contracting Authority.	✓
3.0	RIBA Stage 1 - Preparation & Brief	
3.1	Review the development of the Initial Project Brief including Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Project Budget and other parameters or constraints. Provide updates and recommendations to the Contracting Authority.	✓
3.2	Provide recommendations to the Contracting Authority for the assembly of the Project Team.	✓
3.3	Review and comment on the Site Information, Project Information and the initial Project Brief and provide recommendation to the Contracting Authority.	✓
3.4	Review and comment on the procurement route and standard form of Building Contract and provide recommendations to the Contracting Authority.	✓
3.5	Review and comment on the Project Roles Table and Contractiual Tree and provide recommendations to the Contracting Authority.	✓

3.6	Review and comment on the Design Responsibility Matrix, information Exchange and Technology Strategy and provide recommendations to the Contracting Authority.	✓
3.7	Review and comment on the options appraisal and provide recommendation to the Contracting Authority.	✓
3.8	Review and comment on the Feasibility Study and provide recommendations to the Contracting Authority.	✓
3.9	Review and comment on the Project Budget and Project Programme and provide recommendations to the Contracting Authority.	✓
3.10	Review and comment on the Handover Strategy, the Sustainability Check Point and the Project Execution Plan and provide recommendations to the Contracting Authority.	✓
3.11	Provide comment to the Contracting Authoity 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 Contracting Authority.	✓
4.0	RIBA Stage 2 - Concept Design	
4.1	Review and comment on the preparation and progress of the Concept Design, Site Information, Project Information, preliminary Cost Information and Project Strategies and provide updates and recommendations to the Contracting Authority.	✓
4.2	Review and comment on the Final Project Brief and provide recommendations to the Contracting Authority.	✓
4.3	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Contracting Authority.	✓
4.4	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Contracting Authority.	✓
4.5	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Contracting Authority	✓
4.6	Review and comment on the Project Execution Plan and provide recommendations to the Contracting Authority.	✓
4.7	Review and comment on the Project Programme and the Project Budget and provide recoomendations to the Contracting Authority.	✓
4.8	Comment on and review the Information Exchange, preliminary Cost Information, Project Strategies and Final Project Brief and provide recommendations to the Contracting Authority.	✓
4.9	Review and comment on the performance of the Project Team and provide recommendations to the Contracting Authority.	✓
4.10	Review proposals for the selection of one or more specialists, to provide input into the Concept Design and provide recommendation to the Contracting Authority in consultation with the Contracting Authority.	✓
4.11	Review, comment and provide recommendations to the Contracting Authority on the selection methodology for the list of tenderers.	✓
4.12	Review, comment and provide recommendations to the Contracting Authority on the preparation of the tender documentation including the Employer's Requirements.	✓
4.13	Review, comment and provide recommendations in respect of the assessment of tenders and the tender report.	✓
4.14	Review, comment and provide recommendations to the Contracting Authority in respect of the contract documentation (for pre-construction activities).	✓
5.0	RIBA Stage 3 - Developed Design	
5.1	Review and comment on the preparation and progress of the Developed Design, Site Information, Project Information, Cost Information and Project Strategies and provide updates and recommendations to the Contracting Authority.	
5.2	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Contracting Authority.	✓
5.3	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Contracting Authority.	✓
5.4	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Contracting Authority	✓
5.5	Review and comment on the Project Execution Plan and provide recommendations to the Contracting Authority.	✓
5.6	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Contracting Authority.	✓

5.7	Review and comment on the Information Exchange and provide recommendations to the Contracting Authority.	✓
5.9	Review and comment on the performance of the Project Team and provide recommendations to the Contracting Authority.	✓
5.10	Review proposals for the selection of one or more specialists, to provide input into the Developed Design and make recommendation to the Contracting Authority.	✓
5.11	Review, comment and provide recommendations to the Contracting Authority on the selection methodology for the list of tenderers.	
5.12	Review, comment and provide recommendations to the Contracting Authority on the preparation of the tender documentation including the Employer's Requirements.	
5.14	Review, comment and provide recommendations in respect of the assessment of tenders and the tender report.	
5.15	Review, comment and provide recommendations to the Contracting Authority in respect of the contract documentation (for pre-construction activities).	
5.16	Review, comment and provide recommendations to the Contracting Authority 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).	✓
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 and provide updates and recommendations to the Contracting Authority.	
6.2	Review and comment on the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint and provide recommendations to the Contracting Authority.	✓
6.3	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Contracting Authority.	✓
6.4	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Contracting Authority	✓
6.5	Review and comment on the Project Execution Plan and provide recommendations to the Contracting Authority.	✓
6.6	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Contracting Authority.	✓
6.7	Review and comment on the Information Exchange and provide recommendations to the Contracting Authority.	✓
6.8	Review and comment on the performance of the Project Team and provide recommendations to the Contracting Authority.	✓
6.9	Review proposals for the selection of one or more specialists, to provide input into the Technical Design and provide recommendations to the Contracting Authority in consultation with the Contracting Authority.	✓
6.10	Review, comment and provide recommendations to the Contracting Authority on the selection methodology for the list of tenderers.	
6.11	Review, comment and provide recommendations to the Contracting Authority on the preparation of the tender documentation including the Employer's Requirements.	
6.12	Review, comment and provide recommendations in respect of the assessment of tenders and the tender report.	
6.13	Review, comment and provide recommendations to the Contracting Authority in respect of the contract documentation.	✓
6.14	Review, comment and provide recommendations to the Contracting Authority 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).	✓
7.0	RIBA Stage 5 - Construction	
7.1	Review construction conformance with the contract documentation and Construction Programme and provide updates and recommendations to the Contracting Authority.	✓
7.2	Review design development, health and safety performance, cash-flow and progress of the project and provide updates and recommendations to the Contracting Authority.	✓

7.3	Review and comment on the Sustainability Strategy and the Sustainability Checkpoint and provide recommendations to the Contracting Authority.	✓
7.4	Review and comment on the Handover Strategy and Risk Assessments and provide recommendations to the Contracting Authority.	✓
7.5	Review and comment on the Construction Strategy and the Health and Safety Strategy and provide recommendations to the Contracting Authority	✓
7.6	Review and comment on the Project Programme and the Project Budget and provide recommendations to the Contracting Authority.	✓
7.7	Review and comment on the Information Exchange and provide recommendations to the Contracting Authority.	✓
7.8	Review and comment and monitor preparation and progress of the Project Information and the As Constucted Information and provide recommendations to the Contracting Authority.	✓
7.9	Review and comment and monitor preparation and progress of the implementation of the Handover Strategy and provide recommendations to the Contracting Authority.	✓
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 Contracting Authority.	✓
7.11	Review and comment on the performance of the Project Team and provide recommendations to the Contracting Authority.	✓
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 Contracting Authority in consultation with the Contracting Authority.	✓
7.13	Review, comment and provide recommendations to the Contracting Authority 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.	✓
7.14	Review and comment on the progress of the preparation of the 'As Constructed' Information and provide updates and recommendationsto the Contracting Authority.	
7a.1	Review and comment on activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor and provide recommendations to the Contracting Authority.	✓
7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make and provide recommendations to the Contracting Authority.	✓
8.0	RIBA Stage 6 - Handover & Close-Out	
8.1	Review, comment and provide updates and recommendations to the Contracting Authority in respect of the handover of the building in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓
8.2	Review and comment on the defects list and provide updates and recommendations to the Contracting Authority.	✓
8.3	Review and comment on the progress of completion of tasks in accordance with the Handover Strategy and provide updates and recommendations to the Contracting Authority.	✓
8.4	Review and comment on the progress of completion of the update of the Project Information and provide updates and recommendations to the Contracting Authority.	✓
8.5	Review and comment on the progress of completion of the update of the 'As Constructed' Information and provide updates and recommendations to the Contracting Authority.	✓
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 Contracting Authority.	✓
9.2	Review and comment on the Post Occupancy Evaluation and provide recommendations to the Contracting Authority	✓
9.3	Review and comment on the update of 'As Constructed' information in accordance with Contracting Authority feedback and provide updates and recommendations to the Contracting Authority	✓
9.4	Review and comment on the update of the Project information in accordance with Contracting Authority feedback and provide updates and recommendations to the Contracting Authority	✓
9.5	Review and comment on the post completion defect rectification process in accordance with GSL requirements and provide updates and recommendations to the Contracting Authority.	✓
9.6	Review and comment on the post completion monitoring process in accordance with GSL requirements and provide recommendations to the Contracting Authority.	✓

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 Contracting Authority.	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 8 - Principal Designer

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority as defined in Regulation 11 and Regulation 12 of the CDM Regulations 2015.	✓
1.2	In consultation with the Project Lead, the Lead Designer and the Contracting Authority, prepare a programme for the 'pre-construction' phase to ensure all health and safety aspects arising from the project are effectively managed.	✓
1.3	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of the prevention of health and safety risks and that this is reflected in the content of Health and Safety Information.	✓
1.4	Monitor the pre-construction phase to ensure that, so far as is reasonably practicable, the project will be implemented and delivered without risks to health or safety.	✓
1.5	Ensure that all suppliers cooperate with the Supplier, Contracting Authority and each other in respect of matters impacting health and safety.	✓
1.6	Advise on health and safety considerations affecting or affected by procurement methods, approaches to design, construction, maintenance and operation.	✓
1.7	Ensure, as far as reasonably practicable, that the Project Team and the Contracting Authority and any other suppliers comply with their statutory duties under health and safety legislation.	✓
1.8	Ensure the Project Team work to reduce risks, coordinate information, and generate solutions for construction, maintenance and operation that are as risk free as possible.	✓
1.9	Organise and ensure circulation of all pre-existing information (including Site Information and Project Information) for the Project to the Project Team.	✓
1.10	Ensure that coherent health and safety information is handed over to the Principal Contractor.	✓
1.11	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.	✓
1.12	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	✓
1.13	Participate in the operation of an Early Warning System.	✓
1.14	Attend meetings with the Contracting Authority, Project Lead, other suppliers and the Contractor as necessary.	✓
1.15	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 Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓
1.16	Participate in the Change Control Procedure and monitor Design development to assess the impact on health and safety in design, construction, maintenance and operation.	✓
1.17	Work closely with the Contracting Authority, 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.	✓
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	Liaise with the Project Team and the Contracting Authority to obtain copies of all available Site information including maps, plans, surveys, reports or other documentation relating to the project and any adjacent areas.	✓
3.2	Receive the existing health and safety file and Site Information, where available, from the Contracting Authority and advise upon its adequacy for the project. Update the existing health and safety file for use in connection with the Project.	✓
3.3	Lead and manage the contribution in respect of health and safety considerations to 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.	✓
3.4	Review Site Information and Project Information and provide comments and attend workshops, as required, to develop the Initial Project Brief.	✓
3.5	Provide comment for the development of the Project Roles Table and Contractual Tree.	✓
3.6	Provide comment to the Project Lead and Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy.	✓
3.7	Lead and manage the health and safety implications 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	✓
3.8	Lead and manage the health and safety implcations contribution to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓
3.9	Review and contribute to the update the Project Programme. Lead and manage the update of the health and safety information.	✓
3.10	Contribute to the preparation of the Handover Strategy and undertake the review of Risk Assessments in preparation for the Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓
3.11	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 Contracting Authority and the Project Team.	✓
3.12	Prepare a health and safety file for the project and produce initial pre-construction info/documents	✓
4.0	RIBA Stage 2 - Concept Design	
4.1	Ensure that all persons working in relation to the pre-construction phase cooperate with the Contracting Authority, the Supplier and each other.	✓
4.2	Incorporate the agreed changes to the Concept Design, Site Information and Project Information into the update of the health and safety information in accordance with the Change Control Procedure and the Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of Project Strategies.	✓
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 comment on Risk Assessments.	✓
4.5	Contribute to the Construction Strategy and lead and manage the update and 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 Design Programme and Project Programme.	✓
4.8	Comply with the Information Exchange requirements.	✓
4.9	Ensure all designers comply with their duties in Regulation 9 of the CDM Regulations 2015..	✓
4.10	Contribute to the selection of a list of tenderers.	✓
4.11	Contribute to the preparation of the Employer's Requirements.	✓
4.12	Contribute to the preparation of the tender documentation	✓
4.13	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 health and safety proposals in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓
4.14	Assist in the agreement and the finalisation of the detailed content of the contract documentation (for pre-construction activities).	✓
5.0	RIBA Stage 3 - Developed Design	
5.1	Ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention of health and safety risks and, where relevant, the content of any construction phase plan shall adopt these general principles.	✓
5.2	Incorporate the agreed changes to the Developed Design, Site Information and Project Information into the update of the health and safety information in accordance with the Change Control Procedure, the Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of 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 lead the review and update of 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	Ensure all designers comply with their duties in Regulation 9 of the CDM Regulations 2015.	✓
5.10	Contribute to the selection of a list of tenderers.	
5.11	Contribute to the preparation of the Employer's Requirements.	
5.12	Contribute to the preparation of the tender documentation	
5.13	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 health and safety proposals in each of the Contractor's Proposals with the Employer'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 finalisation of the contract documentation (for pre-construction activities)	✓
5.15	Lead the assessment of the health and safety impact of submissions from the selected tenderer of designs and specifications, and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.	✓
6.0	RIBA Stage 4 - Technical Design	
6.1	Ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention of health and safety risks and, where relevant, the content of any construction phase plan shall adopt these general principles.	✓
6.2	Incorporate the agreed changes to the Technical Design, Site Information and Project Information into the update of the health and safety information in accordance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓
6.3	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓
6.4	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓
6.5	Contribute to the review and update of the Construction Strategy and lead the review and update of the Health and Safety Strategy	✓
6.6	Contribute to the review and update of the Project Execution Plan.	✓
6.7	Contribute to the review and update of the Design Programme and Project Programme.	✓

6.8	Comply with the Information Exchange requirements.	✓
6.9	Ensure all designers comply with their duties in Regulation 9 of the CDM Regulations 2015..	✓
6.10	Contribute to the selection of a list of tenderers.	
6.11	Contribute to the preparation of the Employer's Requirements.	
6.12	Contribute to the preparation of the tender documentation	
6.13	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 health and safety proposals in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
6.14	Assist in the agreement of the detailed content and finalisation of the contract documentation.	✓
6.15	Lead the assessment of the health and safety impact of submissions from the selected tenderer of designs and specifications, and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.	✓
7.0	RIBA Stage 5 - Construction	
7.1	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.	✓
7.2	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 Contracting Authority; (b) any information obtained from designers under regulation 9(3)(b).	✓
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	✓
7.5	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓
7.6	Contribute to the review and update of the Construction Strategy and lead the review and update of the Health and Safety Strategy. Manage production of H&S File	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the C	✓
7.8	Contribute to the implementation of the Handover Strategy	✓
7.9	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.	✓
7.10	Comply with the Information Exchange requirements.	✓
7.11	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.	✓
7.12	Lead the assessment of the health and safety impact of submissions from the selected tenderer of designs and specifications, and the further review and evaluation of responses to any clarifications from the tenderer.	✓
7.13	Contribute to the preparation of the 'As Constructed' Information.	
8.0	RIBA Stage 6 - Handover & Close-Out	
8.1	Assist the Principal Contractor in finalising the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including— (a) pre-construction information obtained from the Contracting Authority; (b) any information obtained under regulation 9(3)(b).	✓
8.2	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓

8.4	Contribute to the update of the Project Information.	✓
8.5	Contribute to the update of the 'As Constructed' 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 'As Constructed' information in accordance with Contracting Authority Feedback	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority 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 activieis described under the obsolete role of CDM Coodinator

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 9 - Contract Administrator

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority	✓
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 Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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 Asssessments.	✓
1.7	Attend meetings with the Contracting Authority, 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 Contracting Authority 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.	✓
1.1	Work closely with the Contracting Authority, 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.	✓
2.0	RIBA Stage 0 - Strategic Definition	
2.1	*Not Applicable*	
3.0	RIBA Stage 1 - Preparation & Brief	
3.1	*Not Applicable*	
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 Contracting Authority in respect of the above and provide early warning of any decisions by the Contracting Authority 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.	
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 Contracting Authority 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 Contracting Authority Feedback	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority 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	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 10 - BIM Information Manager

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
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 Contracting Authority 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 employer'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 Employer 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, rocurement, 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 Supplier 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 Supplier under the term and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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 Contracting Authority, 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 Contracting Authority 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 Contracting Authority, 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.	✓
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 Employer'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 Employer'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 Employer'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 Employer'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 Employer'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 Employer'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.	✓
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 Contracting Authority Feedback.	✓

9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority 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.	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 11 - BIM Co-Ordinator

Ref	Scope of Services	D&B (2 Stage)
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓
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 Contracting Authority.	✓
1.8	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 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 Supplier under the term and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier 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 Contracting Authority, 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 Contracting Authority 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 Contracting Authority, 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.	✓
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 qualiy 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 Employer'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 Employer'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 qualiy 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 Employer'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 Employer'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 qualiy 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 Employer'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 Employer'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 qualiy 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 qualiy control and collaboration procedures.	✓
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 Contracting Authority Feedback.	✓
9.4	Contribute to the update of Project Information in response to ongoing Contracting Authority 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.	✓

Department for Work & Pensions

Mini Competition

CCS Framework RM3741

Project Management, BAU

APPENDIX D

TENDER QUESTIONS

PLEASE ANSWER ALL THE FOLLOWING QUESTIONS

If the Tenderer fails to answer each sub question part of each question it shall result in the tenderer being awarded 0 marks for that entire question.

Please note that the word/page limits inserted in brackets after each question are not to be exceeded. Responses will be ignored to the extent they exceed the relevant word/page limit, inclusive of attachments. Please refer to the Invitation to Tender letter for further instructions

1. Compliance Assessment – PASS/FAIL

1.1 Insurance requirements:

1.1.1 Please provide confirmation that you have the minimum cover, and have supplied PDF copies of insurance documents relating to, in respect of:

a. £5m Employers liability insurance;

b. £5m Public liability insurance;

c. £2m Professional Indemnity insurance.

1.2 Tender Certificate

1.2.1 Please provide (a PDF scanned copy) of the signed and dated Tender Certificate (without any caveats and un-authorized amendments).

1.3 Conflict of Interest

1.3.1 All Tenderers must provide a statement of how they will deal with any current conflict of interest, or one which may arise during the provision of the services (including conflicts within the supply chain) Conflicts may include where Tenderers are:

a. Currently working for or advising the landlord of the site where the project is being delivered

b. Currently working for or advising Contractors who are on the DWP Estates Contractor Framework and who may in the future be selected to work on this project

Department for Work & Pensions

1.4 Form of Contract

1.4.1 Does the Tenderer accept the Form of Agreement specified in APPENDIX I which is based upon Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) inclusive of DWP amendments as highlighted.

2. Approach to Supply Chain (10%)

2.1 Demonstrate your supply chain (or absence of) and how they will be appointed and managed.

- The response should cover how you will ensure your supply chain can provide DWP services to the required quality standards.
- Please state what aspects of the services you require your sub-contracted partners to provide and all other services not stated will be self-delivered by your organisations' directly employed staff. ***(Maximum 1000 words - 10%)***

3. Approach to Service Delivery (20%)

3.1 Demonstrate the approach to be taken in the delivery of DWP's project Scope of Works.

- The response shall explain how relevant expertise, knowledge, skills, systems, processes and technology will enhance delivery. ***(Maximum 800 words - 5%)***

3.2 Please confirm the Tenderers key personnel proposed to be used in delivering the services including rationale for their appointment.

- The response should include an organogram, and CV's for those proposed,inclusive of location and grade. ***(Maximum 800 words for narrative as to why these key personnel are being selected and proposed; 1 side A4 for organogram; CVs of up to five key personnel at 1 side A4 per CV - 5%)***

3.3 Provide a detailed method statement for delivery (split by workplan stages) of the services specified in the ITT and allowed for in the proposed price particularly drawing on you approach and success with similar projects.

- The response should explain the approach that will be taken to produce a Stage 2 design report and for PM's to provide monthly reporting
- Please include an explanation as to how the location of proposed key personnel and supporting systems technology will inform the methodology, and working arrangements, whilst at all times ensuring strong commercial control and effective stakeholder communications. ***(Maximum 1000 words - 10%)***

4. Availability and management of personnel in the timescales required (10%)

4.1. Demonstrate the approach to mobilisation and management of the required resource to support successful delivery of Project services.

- Your response should illustrate how this will flex to meet the changing resource demands of the work stages and DWP's overarching programme plan. **(Maximum 1000 words - 7%)**

4.2 State your approach to providing competent and timely cover for holiday leave, sickness or staff leaving to ensuring full continuity of a quality service to the Client. (**Maximum 250 words - 3%)**

MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Cost Management				Project Manager				
		Framework %	Discount %	Tendered %	£	Framework %	Discount %	Tendered %	£	Framework %
Sussex	£700,000			0.00%	£0.00			0.00%	£0.00	
Caernarvonshire	£500,000			0.00%	£0.00			0.00%	£0.00	
Angus	£700,000			0.00%	£0.00			0.00%	£0.00	
Berkshire	£700,000			0.00%	£0.00			0.00%	£0.00	
Avon	£1,500,000			0.00%	£0.00			0.00%	£0.00	
NW England	£800,000			0.00%	£0.00			0.00%	£0.00	
Devon	£400,000			0.00%	£0.00			0.00%	£0.00	
Central	£800,000			0.00%	£0.00			0.00%	£0.00	
Essex	£1,400,000			0.00%	£0.00			0.00%	£0.00	
Warwickshire	£600,000			0.00%	£0.00			0.00%	£0.00	
Worcestershire	£1,700,000			0.00%	£0.00			0.00%	£0.00	
South Yorks	£3,300,000			0.00%	£0.00			0.00%	£0.00	
West Midlands	£4,300,000			0.00%	£0.00			0.00%	£0.00	
Bedfordshire	£2,900,000			0.00%	£0.00			0.00%	£0.00	
London Borough of Bexley	£3,100,000			0.00%	£0.00			0.00%	£0.00	
Inverness-shire	£1,800,000			0.00%	£0.00			0.00%	£0.00	
West Midlands	BAR / Condition Survey									
Greater Manchester	£1,000,000			0.00%	£0.00			0.00%	£0.00	

1) Please enter in the agreed framework percentages based on design and build procurement and medium complexity

2) Please enter the tendered discount percentage to be applied to the agreed framework percentage.

3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage

4) Please enter day rates for additional services. The number of days allowed in the pricing model is for tender evaluation purposes only. Firm costs for addditional services will be agreed with the successful

5) Please provide any assumptions and notes

6) Please provide details of any exclusions

7) Note that disbursements/expenses are deemed included

8) Please refer to the schedule of requirements detailed in Appendix C

MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Architect			BIM Co-ordinator			
		Discount %	Tendered %	£	Framework %	Discount %	Tendered %	£
Sussex	£700,000		0.00%	£0.00			0.00%	£0.00
Caernarvonshire	£500,000		0.00%	£0.00			0.00%	£0.00
Angus	£700,000		0.00%	£0.00			0.00%	£0.00
Berkshire	£700,000		0.00%	£0.00			0.00%	£0.00
Avon	£1,500,000		0.00%	£0.00			0.00%	£0.00
NW England	£800,000		0.00%	£0.00			0.00%	£0.00
Devon	£400,000		0.00%	£0.00			0.00%	£0.00
Central	£800,000		0.00%	£0.00			0.00%	£0.00
Essex	£1,400,000		0.00%	£0.00			0.00%	£0.00
Warwickshire	£600,000		0.00%	£0.00			0.00%	£0.00
Worcestershire	£1,700,000		0.00%	£0.00			0.00%	£0.00
South Yorks	£3,300,000		0.00%	£0.00			0.00%	£0.00
West Midlands	£4,300,000		0.00%	£0.00			0.00%	£0.00
Bedfordshire	£2,900,000		0.00%	£0.00			0.00%	£0.00
London Borough of Bexley	£3,100,000		0.00%	£0.00			0.00%	£0.00
Inverness-shire	£1,800,000		0.00%	£0.00			0.00%	£0.00
West Midlands	BAR / Condition Survey							
Greater Manchester	£1,000,000		0.00%	£0.00			0.00%	£0.00

1) Please enter in the agreed framework percentages based on design and build procurement and medium complexity
2) Please enter the tendered discount percentage to be applied to the agreed framework percentage.
3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage
4) Please enter day rates for additional services. The number of days allowed in the pricing model is for tender evaluation purposes only. Firm costs for addditional services will be agreed with the successful
5) Please provide any assumptions and notes
6) Please provide details of any exclusions
7) Note that disbursements/expenses are deemed included
8) Please refer to the schedule of requirements detailed in Appendix C

MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

		CORE SERVICES							
Project Name	**Indicative Construction Cost (excluding Furniture)**	**BIM Information Manager**				**Building Services Engineer**			
		Framework %	**Discount %**	**Tendered %**	**£**	**Framework %**	**Discount %**	**Tendered %**	**£**
Sussex	£700,000			0.00%	£0.00			0.00%	£0.00
Caernarvonshire	£500,000			0.00%	£0.00			0.00%	£0.00
Angus	£700,000			0.00%	£0.00			0.00%	£0.00
Berkshire	£700,000			0.00%	£0.00			0.00%	£0.00
Avon	£1,500,000			0.00%	£0.00			0.00%	£0.00
NW England	£800,000			0.00%	£0.00			0.00%	£0.00
Devon	£400,000			0.00%	£0.00			0.00%	£0.00
Central	£800,000			0.00%	£0.00			0.00%	£0.00
Essex	£1,400,000			0.00%	£0.00			0.00%	£0.00
Warwickshire	£600,000			0.00%	£0.00			0.00%	£0.00
Worcestershire	£1,700,000			0.00%	£0.00			0.00%	£0.00
South Yorks	£3,300,000			0.00%	£0.00			0.00%	£0.00
West Midlands	£4,300,000			0.00%	£0.00			0.00%	£0.00
Bedfordshire	£2,900,000			0.00%	£0.00			0.00%	£0.00
London Borough of Bexley	£3,100,000			0.00%	£0.00			0.00%	£0.00
Inverness-shire	£1,800,000			0.00%	£0.00			0.00%	£0.00
West Midlands	BAR / Condition Survey								
Greater Manchester	£1,000,000			0.00%	£0.00			0.00%	£0.00

1) Please enter in the agreed framework percentages based on design and build procurement and medium complexity
2) Please enter the tendered discount percentage to be applied to the agreed framework percentage.
3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage
4) Please enter day rates for additional services. The number of days allowed in the pricing model is for tender evaluation purposes only. Firm costs for addditional services will be agreed with the successful
5) Please provide any assumptions and notes
6) Please provide details of any exclusions
7) Note that disbursements/expenses are deemed included
8) Please refer to the schedule of requirements detailed in Appendix C

MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Civils/Structural				Lead Designer			
		Framework %	Discount %	Tendered %	£	Framework %	Discount %	Tendered %	£
Sussex	£700,000			0.00%	£0.00			0.00%	£0.00
Caernarvonshire	£500,000			0.00%	£0.00			0.00%	£0.00
Angus	£700,000			0.00%	£0.00			0.00%	£0.00
Berkshire	£700,000			0.00%	£0.00			0.00%	£0.00
Avon	£1,500,000			0.00%	£0.00			0.00%	£0.00
NW England	£800,000			0.00%	£0.00			0.00%	£0.00
Devon	£400,000			0.00%	£0.00			0.00%	£0.00
Central	£800,000			0.00%	£0.00			0.00%	£0.00
Essex	£1,400,000			0.00%	£0.00			0.00%	£0.00
Warwickshire	£600,000			0.00%	£0.00			0.00%	£0.00
Worcestershire	£1,700,000			0.00%	£0.00			0.00%	£0.00
South Yorks	£3,300,000			0.00%	£0.00			0.00%	£0.00
West Midlands	£4,300,000			0.00%	£0.00			0.00%	£0.00
Bedfordshire	£2,900,000			0.00%	£0.00			0.00%	£0.00
London Borough of Bexley	£3,100,000			0.00%	£0.00			0.00%	£0.00
Inverness-shire	£1,800,000			0.00%	£0.00			0.00%	£0.00
West Midlands	BAR / Condition Survey								
Greater Manchester	£1,000,000			0.00%	£0.00			0.00%	£0.00

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2) Please enter the tendered discount percentage to be applied to the agreed framework percentage.
3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage
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MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Principal Designer				Contract Admin			
		Framework %	Discount %	Tendered %	£	Framework %	Discount %	Tendered %	£
Sussex	£700,000			0.00%	£0.00			0.00%	£0.00
Caernarvonshire	£500,000			0.00%	£0.00			0.00%	£0.00
Angus	£700,000			0.00%	£0.00			0.00%	£0.00
Berkshire	£700,000			0.00%	£0.00			0.00%	£0.00
Avon	£1,500,000			0.00%	£0.00			0.00%	£0.00
NW England	£800,000			0.00%	£0.00			0.00%	£0.00
Devon	£400,000			0.00%	£0.00			0.00%	£0.00
Central	£800,000			0.00%	£0.00			0.00%	£0.00
Essex	£1,400,000			0.00%	£0.00			0.00%	£0.00
Warwickshire	£600,000			0.00%	£0.00			0.00%	£0.00
Worcestershire	£1,700,000			0.00%	£0.00			0.00%	£0.00
South Yorks	£3,300,000			0.00%	£0.00			0.00%	£0.00
West Midlands	£4,300,000			0.00%	£0.00			0.00%	£0.00
Bedfordshire	£2,900,000			0.00%	£0.00			0.00%	£0.00
London Borough of Bexley	£3,100,000			0.00%	£0.00			0.00%	£0.00
Inverness-shire	£1,800,000			0.00%	£0.00			0.00%	£0.00
West Midlands	BAR / Condition Survey								
Greater Manchester	£1,000,000			0.00%	£0.00			0.00%	£0.00

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MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Client Advisor				Core services Total	
		Framework %	Discount %	Tendered %	£		Day Rate
Sussex	£700,000			0.00%	£0.00	£0.00	
Caernarvonshire	£500,000			0.00%	£0.00	£0.00	
Angus	£700,000			0.00%	£0.00	£0.00	
Berkshire	£700,000			0.00%	£0.00	£0.00	
Avon	£1,500,000			0.00%	£0.00	£0.00	
NW England	£800,000			0.00%	£0.00	£0.00	
Devon	£400,000			0.00%	£0.00	£0.00	
Central	£800,000			0.00%	£0.00	£0.00	
Essex	£1,400,000			0.00%	£0.00	£0.00	
Warwickshire	£600,000			0.00%	£0.00	£0.00	
Worcestershire	£1,700,000			0.00%	£0.00	£0.00	
South Yorks	£3,300,000			0.00%	£0.00	£0.00	
West Midlands	£4,300,000			0.00%	£0.00	£0.00	
Bedfordshire	£2,900,000			0.00%	£0.00	£0.00	
London Borough of Bexley	£3,100,000			0.00%	£0.00	£0.00	
Inverness-shire	£1,800,000			0.00%	£0.00	£0.00	
West Midlands	BAR / Condition Survey						
Greater Manchester	£1,000,000			0.00%	£0.00	£0.00	

1) Please enter in the agreed framework percentages based on design and build procurement and medium complexity

2) Please enter the tendered discount percentage to be applied to the agreed framework percentage.

3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage

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8) Please refer to the schedule of requirements detailed in Appendix C

MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	Wellbeing		BREEAM		
		Indicative number of days allowed	£	Day Rate	Indicative number of days allowed	£
Sussex	£700,000	15	£0.00		15	£0.00
Caernarvonshire	£500,000	15	£0.00		15	£0.00
Angus	£700,000	15	£0.00		15	£0.00
Berkshire	£700,000	15	£0.00		15	£0.00
Avon	£1,500,000	15	£0.00		15	£0.00
NW England	£800,000	15	£0.00		15	£0.00
Devon	£400,000	15	£0.00		15	£0.00
Central	£800,000	15	£0.00		15	£0.00
Essex	£1,400,000	15	£0.00		15	£0.00
Warwickshire	£600,000	15	£0.00		15	£0.00
Worcestershire	£1,700,000	15	£0.00		15	£0.00
South Yorks	£3,300,000	15	£0.00		15	£0.00
West Midlands	£4,300,000	15	£0.00		15	£0.00
Bedfordshire	£2,900,000	15	£0.00		15	£0.00
London Borough of Bexley	£3,100,000	15	£0.00		15	£0.00
Inverness-shire	£1,800,000	15	£0.00		15	£0.00
West Midlands	BAR / Condition Survey					
Greater Manchester	£1,000,000	15	£0.00		15	£0.00

1) Please enter in the agreed framework percentages based on design and build procurement and medium complexity

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3) The tendered percentage will be automatically calculated based on the Framework percentage and the Discount percentage

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MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

		Non-Core SERVICES				
Project Name	**Indicative Construction Cost (excluding Furniture)**	**Fire Engineering Services**			**Planning Advisors**	
		Day Rate	**Indicative number of days allowed**	**£**	**Day Rate**	**Indicative number of days allowed**
Sussex	£700,000		5	£0.00		5
Caernarvonshire	£500,000		5	£0.00		5
Angus	£700,000		5	£0.00		5
Berkshire	£700,000		5	£0.00		5
Avon	£1,500,000		5	£0.00		5
NW England	£800,000		5	£0.00		5
Devon	£400,000		5	£0.00		5
Central	£800,000		5	£0.00		5
Essex	£1,400,000		5	£0.00		5
Warwickshire	£600,000		5	£0.00		5
Worcestershire	£1,700,000		5	£0.00		5
South Yorks	£3,300,000		5	£0.00		5
West Midlands	£4,300,000		5	£0.00		5
Bedfordshire	£2,900,000		5	£0.00		5
London Borough of Bexley	£3,100,000		5	£0.00		5
Inverness-shire	£1,800,000		5	£0.00		5
West Midlands	BAR / Condition Survey					
Greater Manchester	£1,000,000		5	£0.00		5

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MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)		BAR Report	
		£	Day Rate	Indicative number of days allowed
Sussex	£700,000	£0.00		20
Caernarvonshire	£500,000	£0.00		20
Angus	£700,000	£0.00		20
Berkshire	£700,000	£0.00		20
Avon	£1,500,000	£0.00		30
NW England	£800,000	£0.00		25
Devon	£400,000	£0.00		20
Central	£800,000	£0.00		25
Essex	£1,400,000	£0.00		30
Warwickshire	£600,000	£0.00		20
Worcestershire	£1,700,000	£0.00		30
South Yorks	£3,300,000	£0.00		30
West Midlands	£4,300,000	£0.00		30
Bedfordshire	£2,900,000	£0.00		30
London Borough of Bexley	£3,100,000	£0.00		30
Inverness-shire	£1,800,000	£0.00		30
West Midlands	BAR / Condition Survey			30
Greater Manchester	£1,000,000	£0.00		25

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4) Please enter day rates for additional services. The number of days allowed in the pricing model is for tender evaluation purposes only. Firm costs for addditional services will be agreed with the successful

5) Please provide any assumptions and notes

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7) Note that disbursements/expenses are deemed included

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MINI COMPETITION CCS PMSDST Framework
Design Team Services for DWP Major Projects 2019 – Batch 2

Please complete all sections highlighted in yellow

Project Name: DWP 2019 Major Projects - Batch 2
Supplier: [enter name of supplier]
Pricing Model

Proposed fee percentages (fees to be based on traditional procurement and medium complexity)

Project Name	Indicative Construction Cost (excluding Furniture)	£	Non-Core Services Total	Total Indicative Fees
Sussex	£700,000	£0.00	£0.00	£0.00
Caernarvonshire	£500,000	£0.00	£0.00	£0.00
Angus	£700,000	£0.00	£0.00	£0.00
Berkshire	£700,000	£0.00	£0.00	£0.00
Avon	£1,500,000	£0.00	£0.00	£0.00
NW England	£800,000	£0.00	£0.00	£0.00
Devon	£400,000	£0.00	£0.00	£0.00
Central	£800,000	£0.00	£0.00	£0.00
Essex	£1,400,000	£0.00	£0.00	£0.00
Warwickshire	£600,000	£0.00	£0.00	£0.00
Worcestershire	£1,700,000	£0.00	£0.00	£0.00
South Yorks	£3,300,000	£0.00	£0.00	£0.00
West Midlands	£4,300,000	£0.00	£0.00	£0.00
Bedfordshire	£2,900,000	£0.00	£0.00	£0.00
London Borough of Bexley	£3,100,000	£0.00	£0.00	£0.00
Inverness-shire	£1,800,000	£0.00	£0.00	£0.00
West Midlands	BAR / Condition Survey	£0.00	£0.00	£0.00
Greater Manchester	£1,000,000	£0.00	£0.00	£0.00
			TOTAL	**£0.00**

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Stage 1	10.50%
Stage 2	10.50%
Stage 3	14.00%
Stage 4	20.00%
Stage 5	39.00%
Stage 6	5.00%
Stage 7	1.00%
	100.00%

Stage payments will be in accordance with the percentages in the above table.
Percentages will be based on construction costs only and will exclude furniture costs

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CCS Framework RM3741

Project Management Services

APPENDIX F

EVALUATION METHOD & SELECTION CRITERIA

The maximum amount of points available for quality is 50.

The maximum amount of points available for price is 50.

Tenders will be evaluated against each of the key criteria as listed below –

1. Compliance PASS / FAIL

1	COMPLIANCE PASS/FAIL QUESTIONS	Pass/Fail	
Please Note: The following questions are Pass / Fail, therefore if a Tenderer cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Tenderer should confirm by deleting the inappropriate answer.			
1.1	Has a PDF copy of the **Employers Liability** insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.2	Has a PDF copy of the **Public Liability** insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.3	Has a PDF copy of the **Professional Indemnity** insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.4	Has a **signed and dated** PDF copy of the signed **Tender Certificate** been submitted?	Yes	No
1.5	Has a statement on how Conflicts of Interest will be addressed been provided?	Yes	No
1.6	Does the tenderer accept the Form of Contract (including DWP specific amendments)	Yes	No

2. Subject to the tender passing the compliance stage tenders will then be evaluated for quality.

3. The maximum total amount of points available for quality is 50.

4. For the quality scoring the tenderer must score a minimum of 1 for each question and part of each question. Failure to achieve 25 marks of the 50 marks available will disqualify the tender submission

Department for Work & Pensions

5. You should ensure that you do not exceed the maximum page limit and font size Arial 12 given for each method statement. Please do not answer questions by referring to other documents or to specific paragraphs within other documents as these will not be evaluated. You should be aware that any text over the limit for the relevant method statements will be removed from the tender schedule before being issued to the evaluation panel.
6. You should submit clear, concise and unambiguous statements that provide sufficient evidence of your ability to deliver the requirements of the Client's specification and associated contract terms and conditions.
7. It is important to ensure that any information submitted is relevant to the quality evaluation criteria. Information which is not relevant will not be taken into account and will not be evaluated.
8. You should be aware that if your tender submission is successful the method statements that you submit in the tender schedule will form part of your contract with the Client.

	Method Statement	**Maximum Points Available**
1	Approach to Supply Chain	10
2	Approach to Service Delivery inc. experience	20
3	Mobilisation and Resource Management	10
4	Tender Interview	10

Scores for quality will be allocated on a 0 – 4 basis as set out below:

Score	**Definition**	**Awarding this score means …**
4	Excellent	An excellent answer which provides a full and detailed response to the relevant question and a high level of assurance to the Authority that the relevant approach/solution proposed by the supplier will be deliverable and will meet the relevant requirements of the Project. The response includes a high level of detail and excellent supporting evidence.
3	Good	A good answer which provides a full response to the relevant question and a good level of assurance to the Authority that the relevant approach/solution proposed by the supplier will be deliverable and will meet the relevant requirements of the project. The level of detail and supporting evidence is generally good (though there may be some weaknesses in relation to specific elements)
2	Satisfactory	An adequate answer which provides a reasonable level of assurance to the Authority that the relevant approach/solution proposed by the Supplier will be deliverable and will meet the relevant requirements of the project. The level of detail and supporting evidence provided is generally adequate, though there are some weaknesses in relation to specific elements.

1	Limited	A barely adequate answer which provides only a qualified assurance to the Authority that the relevant approach/solution proposed by the supplier will be deliverable and will meet the relevant requirements of project. The response contains limited detail and/or limited supporting evidence as to one or more material elements.
0	Poor	A poor/unacceptable answer which is incomplete, provides little or no clarity or detail as to the relevant approach/solution being proposed by the supplier and/or gives an unacceptably low level of assurance to the Authority that the relevant approach/solution proposed by the supplier will be deliverable and will meet the relevant requirements of the project. The response contains little or no detail and/or supporting evidence as to one or more material elements.

The evaluated score is calculated by taking the score for each question and multiplying by the weighting of each question. Scores will be added together to produce an Evaluated Score. This Evaluated Score will then be divided by the maximum possible Evaluation Score to produce a percentage figure. The percentage figure will then be multiplied by 40 to give the bidder's score out of 40 for the Quality section of the evaluation.

Percentage differences and relative scores will be expressed as numbers rounded to two decimal places.

The Question Weighting for each question will be divided by the maximum possible score of 4. This will then be multiplied by the Moderated Score awarded by the Evaluation Team to arrive at a score for each response. See example below

Question Weighting (%)	Maximum Weighting divided by maximum possible score of 4	Evaluation Team's Moderated Score	Total percentage score achieved for the response (%)
20	5	3	15
15	3.75	2	7.5

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Price Evaluation

Those tenders that have met or exceeded the quality threshold(s) will then be evaluated for price.

For the avoidance of doubt failure to meet any of the quality thresholds will disqualify the tender submission and it will not be evaluated further.

Pricing constitutes 50% of the overall evaluation scores.

The tenderer with the lowest total price will achieve the highest score available for price and the other tenders a relatively lower score based on the percentage difference between them.

Percentage differences and relative scores will be expressed as numbers rounded to two decimal places.

In this tender a maximum of 50 points are available for price. If for example the lowest price submitted is £100k that tender submission will receive the full 50 points. If another tender submission is for £110k, this is 10% more expensive than the lowest price and therefore 10% (2.5) of the points will be deducted, giving that tender submission a total of 22.5 points for price.

Example below:

Supplier	A	B	C	D
Price	£100,000	£110,000	£115,500	£125,000
% difference from lowest price	0%	10%	15.5%	25%
Score	50	47.5	46.25	43.8

Tenderers should be aware that although this calculation may result in a negative number, the minimum possible score for price shall be nil (0).

Tenderers should be aware that when evaluating costs the Client 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 Client will seek clarification from the Tenderer to understand the basis of the price submitted. If clarification does not satisfy the Client's concerns, the Client reserves the right to exclude the tender from further evaluation.

Tenderers should note that prices cannot be altered after final tenders have been submitted.

Version 1

Department for Work & Pensions

Mini Competition

CCS Framework RM3741

Multidiscipline Services for DWP BAU Projects 2019 – 2020 Financial Year

APPENDIX H

Project Title: Multidiscipline Services for DWP Major Projects 2019/20 – Batch 2

Services: Multidiscipline Services

TENDER CERTIFICATE

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

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

I/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 DWP to cancel any contract currently in force and will result in my/our exclusion from the list of Tenderers invited to Tender and/or exclusion of my/our Tender.

I/we hereby certify that I/we have/will not canvassed any Director, employee, representative or adviser of DWP in connection with the proposed award of the contract by DWP and that no person employed by me/us or acting on my/our behalf, or advising me/us, has/will done any such act.

I/we confirm that save as expressly provided for, the Tenderer undertakes to keep confidential all information concerning is ITT and all other information concerning the business and affairs of DWP which the tender has received or obtained in connection with this ITT, or in discussion relating to it.

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 10 business days of such acceptance (or otherwise as agreed with DWP).

I/We agree that DWP may disclose the Contractor's information/documentation (submitted to DWP 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.

I/we hereby certify that I/we have not canvassed any Minister, Director, employee, representative or adviser of DWP in connection with the proposed award of the Contract by DWP, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

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

Statement of non-collusion

The essence of selective Tendering for the Contract is that DWP shall receive bona fide competitive Tenders from all Tenderers.

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

I/we also certify that I/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 DWP, the amount or approximate amount of my/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; or

(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

I/we confirm that, based on the information provided in the ITT and in the general public domain I/we would have no conflicts of interest in respect of providing the Services if offered this appointment. I/We confirm that, should I/we be successful in this further competition, I/ we shall not act for or otherwise advise any Contractor and/or private sector entity on any Capital Project under which DWP directly and/or as part of a supply chain could appoint us.

I/we agree that DWP may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

I/we confirm that the Tender remains valid for a minimum of six months from the date of this Tender Certificate.

I/we confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed: ……..... Witnessed: ……

Name: ……..... Name: ……...

Position: ……..... Position: ……

For and on behalf of ***[Tenderer]***

.....

Crown Commercial Service

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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5. Scope
6. [Price List] [Activity Schedule]
7. Staff Transfer schedules A to D and list of Notified Sub-consultants
8. Template Collateral Warranty on favour of a Beneficiary
9. Template Deed of Guarantee

Date.....

FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

Between

.....

And

.....

For the provision of

……

THIS AGREEMENT [BY DEED] is made the [.....] day of [.....]

(Delete 'By Deed' where the contract is to have a limitation period of only 6 years, rather than 12. If the contract is to have a limitation period of 12 years, then it must be executed as a deed)

PARTIES:

1. **[CONTRACTING AUTHORITY NAME]** [[which is a company registered in **[ ]** under company number **[ ]** and whose registered office is at] [whose offices are located at] [ADDRESS] **OR [**acting as part of the Crown] (the "***Employer***"); and

2. **[FRAMEWORK SUPPLIER NAME]** which is a company incorporated in and in accordance with the laws of **[ ]** (Company No. **[ ]** whose registered office address is at **[ ]** (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 *[insert date of framework agreement with the Consultant* (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".

(C) [On the *[insert date of issue of tender]* the *Employer*[, 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 *Employer's* project management and full design team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).][1]

(D) [On the *[insert date of tender response]* the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.][1]

(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.

[1] Delete paragraphs (C) and (D) if appointment is made by direct award under the Call Off Procedure

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.

6. The Contract Schedules are:

1. [TUPE Schedules]

2. [Template collateral warranty in favour of a beneficiary]

3. [Template Deed of Guarantee]

4. [Security Policy]

5. [*Employer's* Code of Conduct]

[Other details to be inserted here]

[Execution note

Appropriate execution provisions will need to be inserted here depending upon whether the Call Off Contract is to be executed as a deed (meaning the contract will have a limitation period of 12 years) or a simple contract under hand (meaning that the contract will have a limitation period of only 6 years) and how each entity intends to effect the execution. Example execution clauses are set out below and customer guidance concerning the options can be obtained from Crown Commercial Service. Contracting Authorities will need to check with the relevant company as to which option is required.]

[General note

Access to the NEC suite of contracts, including guidance and membership details can be found via the NEC Website: https://www.neccontract.com/

Additionally, Crown Commercial Service has worked together with NEC to provide discounted access to the suite of contracts . Further information can be found on the Project Management and Full Design Team Services Framework Agreement Webpage:

http://ccs-agreements.cabinetoffice.gov.uk/project-management-and-full-design-team-services-rm3741

Contracting Authorities are able to select the most appropriate W, X, Y and Z clauses and include additional Z clauses that meet their requirement.]

Example execution clauses:

(Note: the following signature blocks need to be adapted to reflect the specific requirements of the relevant parties who are executing the Call Off Contract as a Deed. The following is an example only)

Executed under hand

[Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF COMPANY]

.....

[SIGNATURE OF DIRECTOR]

Director

OR

Executed as a deed

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED (but not delivered
until the date hereof)
AS A DEED by
[ ]
acting by: -

Director _____

Director/Secretary_____

OR

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED (but not delivered
until the date hereof)
AS A DEED by
[ ]
acting by:-

Authorised Signatory_____

Authorised Signatory_____

OR

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by affixing
the common seal of [ ]

[COMMON SEAL]

in the presence of:

.....

[SIGNATURE OF DIRECTOR / SIGNATURE OF AUTHORISED SIGNATORY]

Director

.....

[SIGNATURE OF DIRECTOR/SECRETARY]

[Director OR Secretary]

OR

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by
[ ]
acting by [NAME OF DIRECTOR], a director, in the presence of:

……

[SIGNATURE OF DIRECTOR]

Director

.....

[SIGNATURE OF WITNESS]

[NAME OF WITNESS [IN BLOCK CAPITALS]]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

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 [A, C, E], dispute resolution Option [W1 or W2] and secondary Options [X1, X2, X3, X4, X5, X6, X7, X8, X9, X10, X11, X12, X18, X20, Y(UK)1, Y(UK)2], Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).
- The *Employer* is *[insert name and address of contracting authority]*
- 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. *[Replace with Chartered Institute of Arbitrators for non-engineering services]*
- The *services* are [….].
- The Scope is in [schedule [ ] of the Framework Agreement….].
- The *language of this contract* is English.
- *The law of the contract* is the law of England and Wales [and the Courts of England and Wales 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]. *[If periods other than 2 weeks are required for certain communications, identify them here and add "all other communications … 2 weeks"]*
- The *period for retention* is [6/12] years following Completion or earlier termination.

  (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years)
- The *Adjudicator nominating body* is the *[Institution of Civil Engineers] [Chartered Institute of Arbitrators] [other nominating body]*
- The *tribunal* is [litigation] or [arbitration]
- The following matters will be included in the Risk Register

  [….].

2 The Parties'

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

main responsibilities

things

• access to	*access date*
• [….]	[….]
• [….]	[….]
• [….]	[….]

3 Time

- *The starting date* is [….].
- The *Consultant* submits revised programmes at intervals no longer than [one month].

4 Quality

- The quality policy statement and quality plan are provided within [….] weeks of the Contract Date.
- The *defects date* is [….] weeks after Completion of the whole of the *services.*

5 Payment

- The *assessment interval* is [……]
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is, [3% per annum above the Bank of England base rate in force from time to time.]

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*	£[10,000,000][5,000,000] 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 (£10m for Lot 1, £5m for other Lots)	from the *starting date* until 6/12 years following completion of the whole of the *services* or earlier termination (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years)

	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

[Include if applicable]

- The *Consultant* provides these additional insurances

  Insurance against [….]

  Cover is [….]

  Period of cover [….]

- Deductibles are [….]

[Include if applicable]

- The *Employer* provides the following insurances

  Insurance against [….]

  Cover is [….]

  Period of cover [….]

  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 £[10],000,000 [for each and every claim][in the aggregate]

(Please seek legal advice on the appropriate limitation of liability – The limitation amount should be commensurate with the scale and value of the project for which the services are carried out. As a general rule, the broad range of limitation is likely to be between £2million and £10million for each and every claim.)

Optional Statements

[Include if the Employer has decided the completion date]

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is [….].

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within [….] weeks of the Contract Date.

[Include if applicable]

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

- The *key dates* and *conditions* to be met are

condition to be met	*key date*
1 [….]	[….]
2 [….]	[….]
3 [….]	[….]

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

- The period within which payments are made is [ ]

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 [ ]

If the *Employer* states any *expenses*

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

Item	Amount
[……]	[……..]
[……]	[……..]

If the *tribunal* is arbitration

- The *arbitration procedure* is the London Court of International Arbitration Rules;
- The number of arbitrators shall be [one/three]
- The place where arbitration is to be held is [London]
- The language to be used in the arbitration proceedings shall be English
- If the parties cannot agree the identity of the arbitrator then the nominating body shall be: [Institution of Civil Engineers] OR [Chartered Institute of Arbitrators]

If Option A is used:

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than [….] weeks.

If Option C or E is used:

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than [….] weeks.
- The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

[Include if Option C chosen]

If Option C is used:

- The *Consultant's* share percentages and *the share ranges* are

share range	*Consultant's share percentage*
less than [….] %	[….] %
from [….] % to [….] %	[….] %
from [….] % to [….] %	[….] %
greater than [….] %	[….] %

Option X1

[include if used]

If Option X1 is used

- The *index* is [the Consumer Price Index (CPI) - as published by the Office for National Statistics]. **OR** [Retail Prices Index] **OR** [other index]

Option X2

If Option X2 is used

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

Option X3

[Include if used]

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total payment in the currency	maximum
1 [….]	[….]	[….]	
2 [….]	[….]	[….]	
3 [….]	[….]	[….]	

- The *exchange rates* are those published in [….] on [….] (date)

Option X5 **If Option X5 is used**

[Include if used]

- *The completion* date for each *section* of the *services* is

section	description	*completion date*
1	[….]	[….]
2	[….]	[….]
3	[….]	[….]

Option X6 **If Options X5 and X6 are used together**

[Include if X5 and X6 used together]

- The bonuses for each *section* of the *services* are:

section	description	amount per day
1	[….]	[….]
2	[….]	[….]
3	[….]	[….]
	Remainder of the *services*	[….]

Option X7 **If Options X5 and X7 are used together**

[Include if X5 and X7 used together]

- Delay damages for each *section* of the *services* are

section	description	amount per day
1	[….]	[….]
2	[….]	[….]
3	[….]	[….]
	Remainder of the *services*	[….]

Option X6 **If Option X6 is used (but not if Option X5 is also used)**

[Include if used and X5 is not used]

- The bonus for the whole of the *services* is [….] per day.

Option X7 **If Option X7 is used (whether or not Option X5 is also used)**

[use only with main Options A, C and E]

- Delay damages for Completion of the whole of the *services* are [….] per day.

Option X8 **If Option X8 is used**

[Include if used]

- The *collateral warranty agreements* are in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of

third party

[….]

[….]

[….]

[….]

- The *subconsultant collateral warranties* are in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of the *Employer* and

  third party

  [….]

  [….]

  [….]

  [….]

Option X10 **If Option X10 is used**

[Include if used]

- The *Employer's Agent* is
- Name [….]
- Address [….]

  The authority of the *Employer's Agent* is [….]

Option X12 **If Option X12 is used**

[Include if used]

- The *Client* is [ ]. *[insert name and address]*
- The *Client's objective* is [….].
- The Partnering Information is in [….].

Option X18 **If Option X18 is used**

[Include if used]

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to [….].

  The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to £[10],000,000 [for each and every claim][in the aggregate]

  (If this Option X18 is used, the entry here should be aligned to the Consultant's total liability under this Call Off Contract which is set out above in this Contract Data under 'Insurance and Liability'. Please seek legal advice on the level of limitation to include.)
- The *end of liability* date is [6]/[12] years after Completion of the whole of the *services*.

  (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years)

Option X20 **If Option X20 is used (but not if Option X12 is also used)**

[Include if used; not used with Option X12]

- *The incentive schedule* for Key Performance Indicators is in [….].
- A report of performance against each Key Performance Indicator is provided at intervals of [….] months.
- Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule.*

Option Y(UK)1 **If Option Y(UK)1 is used and the Employer is to pay any charges made and is paid any interest paid by the project bank**

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

Option Y(UK)3

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

Option YUK(3) gives the third parties listed the right to rely on terms of the contract which confer a benefit on them. If it is being used, list the relevant contract conditions and Z clauses under the term heading and the relevant third party under 'person or organisation'. If Y(UK)1 and Y(UK)3 are being used, see below for the relevant contract data entry

term	**person or organisation**
[list conditions and Z clauses]	[insert name]

-

- **If Options Y(UK)1 and Y(UK)3 are being used**

term	**person or organization**
The provisions of Option Y(UK)1	Named Suppliers

Option Z

- The *additional conditions of contract* are clauses Z1 to Z48 set out with this contract save for:

[list any Z clauses which do not apply to a particular call off contract]

Contract Data relating to Z clauses

Clause Z19 **Employer's Limitation of Liability**

- The limit of the Employer's liability is £[ ]

Clause Z26 Termination and omission of work

If Clause Z26 applies

- the Collaborative Performance Framework is: [ ]
- the *failure level* is [ ]

Clause Z35 Collateral Warranty Agreements

If Clause Z355 applies

- the *Consultant* provides *collateral warranty agreements* in favour of [ ].
- the Consultant procures *collateral warranty agreements* from the following Subconsultants:

  [ ] in favour of the following parties [ ]

(Note that this Z Clause needs to be read in conjunction with Option X8: Collateral Warranty Agreements)

Clause Z37 MOD Additional Clauses and Access to MOD Sites

Where Clause Z37 applies, the Ministry of Defence terms and conditions are listed in the MOD DEFCONS and DEFFORMS Schedule appended to this Contract

(Where this is to apply, append a schedule to this Call Off Contract listing out the DEFCONs and DEFFORMs that are to apply)

Clause Z39 Financial Distress

If Clause Z39 applies

The *credit ratings* at the Contract Date and the rating agencies issuing them are

party	rating agency	*credit rating*
[Consultant]	[ ]	[ ]
[Consortium Member]	[ ]	[ ]
[*Guarantor*]	[ ]	[ ]

Clause Z42 Off Shoring of Data

The Risk Assessment is a full risk assessment and security review carried out by the *Employer* in accordance with [HMG Security Policy Framework (SPF) including HMG IA Standard No. 1 - Technical Risk Assessment, October 2009, Issue No: 3.51 and ICT Offshoring (International Sourcing) Guidance dated July 2011] or any later revision

or replacement.]

Clause Z45 Apprenticeships

The percentage of the *Consultant's* employees require to be on formal apprenticeship programmes is …….. %

Clause Z48 Building Information Modelling

(Note this template Call Off Contract contains basic drafting for use on a project using BIM Level 2. The template drafting will need further adaption for a project using BIM Level 3 and the Employer should therefore seek legal advice to incorporate such provisions)

A BIM Protocol [applies and is appended as a Schedule to this Call Off Contract][does not apply]

If a BIM Protocol does not apply:

- 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 [the (insert document reference)] 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**]

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

- The *Consultant* is

  Name ……

  Address ……

- The *key people* are
- Name [ ]
- Job [ ]
- Responsibilities [ ]
- Experience [ ]
- *[repeat as necessary]*

- The *staff rates* are:
- Name/job title Rate
- [ ] [ ]
- [ ] [ ]
- [ ] [ ]

- 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 […..]

If the programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

  ……

Include where expenses are being stated by the Consultant

If the *Consultant* states any *expenses*

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

item	amount
[ ]	[ ]

[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*

……

If Option A or C is used

- The *activity schedule* is ……
- The tendered total of the Prices is .....

If Option Y(UK)1 is used

- The *project bank* is ……
- The *named suppliers* are ……

Additional conditions of contract – clauses Z1 to Z48

Clause Z1 Interpretation and the law

Z1.1 In this contract, except where the context shows otherwise:

- references to a document include any revision made to it in accordance with this contract;
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it;
- references to a British, European or International standard include any current relevant standard that replaces it;
- references to persons or organisations will be construed so as to include bodies corporate, unincorporated associations, partnerships and any other legal entity; and
- the words “includes” or “including” are construed without limitation.

Z1.2 Terms for which no interpretation is provided in this contract shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.

Acquired Rights Directive is 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

Authority means The Minister for the Cabinet Office ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP

Confidential Information is any information, however it is conveyed, that relates to the business, personnel, affairs, developments, trade secrets, ideas, concepts, schemes, information, knowledge, techniques, methodology, and without limiting the above anything else in the nature of know-how, 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 to be considered to be confidential.

Consultant Personnel is all persons employed or engaged by the *Consultant* together with the *Consultant’s* servants, agents, suppliers, consultants and Subconsultants (and all persons employed by any Subconsultant together with the Subconsultant’s servants, consultants, agents, suppliers and sub-subconsultants);

Contracting Authorities means the bodies listed in the contract notice [insert OJEU reference number] on [Insert date of issue of OJEU dd/mm/yyyy] in the Official Journal of the European Union and “Contracting Authority” shall be construed accordingly;

Employment Regulations are 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

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.

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;

Former Consultant is the *Consultant* supplying services to the *Employer* before the Relevant Transfer Date that are the same as or substantially similar to the service (or any part of the service) and shall include any sub-consultant of such supplier (or any sub-consultant of any such sub-consultant)

Information has the meaning given under section 84 of the Freedom of Information Act 2000

A **Prohibited Act** is:

- to directly or indirectly offer, promise or give any person working for or engaged by the *Employer* and/or the Authority or other Contracting Authority 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; and /or
- 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 *Employer*; 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.

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.

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.

Relevant Transfer is a transfer of employment to which the Employment Regulations applies

Relevant Transfer Date is, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place

Request for Information is a request for information or an apparent request under the FOIA or the Environmental Information Regulations

Security Policy means the *Employer's* security policy attached as a Contract Schedule as may be updated from time to time

Transferring Employer Employees are those employees of the *Employer* to whom the Employment Regulations will apply on the Relevant Transfer Date

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

Working Day is any day other than a Saturday or Sunday or public holiday in England and Wales.

Clause Z2 Prevention of fraud and bribery

(i) Insert new clauses:

Z2.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its employees, 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; and/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.

Z2.2. Throughout the period in which the *services* are performed the *Consultant* does not:

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

Z2.3 Throughout the period in which the *services* are performed the *Consultant*:

- establishes, maintains and enforces, and requires that its Subconsultants 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 *Employer* on request;
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Employer* on request) to prevent it and any *Consultant's* employees or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

Z.2.4 The *Consultant* immediately notifies the *Employer* in writing if it becomes aware of any breach of clause Z2.1, Z2.2 and / or Z2.3 , or has reason to believe that it has or any of the its employees or Subconsultants 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; and/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.

Z2.5 If the *Consultant* makes a notification to the *Employer* pursuant to clause Z2.4, the *Consultant* responds promptly to the *Employer's* enquiries, co-operates with any investigation, and allows the *Employer* to audit any books, records and/or any other relevant documentation in accordance with this contract.

Z2.6 Without limitation to clause 22.2 if the *Consultant* breaches Clause Z2.3, the *Employer* may instruct the *Consultant* to remove a person employed by the *Consultant* who has caused the *Consultant's* breach to remove that person and the *Consultant* shall immediately ensure that person has no further connection with the work included in this contract.

Clause Z3 Recovery of sums due from *Consultant*

Where the Employer is a Crown Body, then Z3.1 applies to the exclusion of Z3.2. Otherwise, Z3.2 applies to the exclusion of Z3.1.

Z3.1 Where under this contract any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or

any other contract with any Department or Office of Her Majesty's Government.

Z3.2 Where under this contract or any other contract between the *Consultant* and the *Employe*r any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with the *Employer*.

Clause Z4 Assignment and Novation

Z4.1 The *Employer* is entitled to assign or otherwise dispose of its rights under this contract or any part thereof to:

- any Contracting Authority; or
- any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Employer*.

Z4.2 The *Consultant* does not, without the written consent of the *Employer*, assign or transfer this contract, or any part of, share of or interest in it. In the absence of the *Employer's* written consent no sum of money becoming due under this contract is payable to any person other than the *Consultant*.

Z4.3 The *Employer* is entitled to, and the *Consultant* gives consent to, the novation of this contract or any part thereof to:

- any Contracting Authority; or
- any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Employer*;

upon such terms as the *Employer* proposes, provided that where such novation increases the burden on the *Consultant* pursuant to this contract, the novation shall be a compensation event. According a new clause 60.1(13) shall be added that reads "A novation pursuant to clause Z4.3 occurs which increases the burden on the *Consultant* pursuant to this contract".

Z4.5 Any change in the legal status of the *Employer* such that it ceases to be a Contracting Authority does not affect the validity of this contract. In such circumstances, this contract binds and inures to the benefit of any successor body to the *Employer*.

Z4.6 If this contract is novated to a body which is not a Contracting Authority or if a successor body which is not a Contracting Authority becomes the *Employer* (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 contract or any part thereof with the written consent of the *Consultant*.

Clause Z5 Discrimination

Z5.1 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”).

Z5.2 In connection with the *services* the *Consultant* co-operates with and assists the *Employer* 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.

Z5.3 Where any employee or Subconsultant is required to carry out any activity alongside the *Employer*’s employees, the *Consultant* ensures that each such employee or Subconsultant complies with the *Employer*’s employment policies and codes of practice relating to discrimination and equal opportunities.

Z5.4 The *Consultant* notifies the *Employer* 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 contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Employer* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigatory body, court or tribunal.

Z5.5 The *Consultant* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z5.6 The *Consultant* includes in the conditions of contract for each Subconsultant obligations substantially similar to those set out above.

Clause Z6 Conflict of interest

Z6.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

Z6.2 The *Consultant* immediately notifies the *Employer* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* and/or the *Employer* (including without limitation its reputation and standing), of which it is aware or anticipates may justify the *Employer* taking action to protect its interests.

Z6.3 The Consultant must take positive steps to mitigate any conflict of interest that may exist or arise under Clause Z6.1 or there are circumstances that may give rise to a conflict of interest under Z6.2.

Z6.4 Should the Parties be unable to either remove the conflict of interest and/or to reduce its damaging effect to a reasonably

acceptable level, *the Employer* has the right to terminate this contract whereupon the provisions of PSC clause 92.2 apply to the termination.

Clause Z7 Merger, take-over or change of control

Z7.1 In clauses Z7, Z30 (Consortia), Z39 (Financial Distress), Z40 (Change of Control – new guarantee) and Z41 (Parent Company Guarantee)

- **Change of Control** is an event where a single person (or group of persons acting in concert)
  - acquires Control of the *Consultant* or
  - acquires a direct or indirect interest in the relevant share capital of the *Consultant* and as a result holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the *Consultant*,
- **Consortium Member** is an organisation or person which is a member of a group of economic operators comprising the *Consultant*, whether as a participant in an unincorporated joint venture or a shareholder in a joint venture company,
- **Control** has the meaning set out in section 1124 of the Corporation Tax Act 2010,
- **Controller** is the single person (or group of persons acting in concert) that
  - has Control of the *Consultant* or a Consortium Member or
  - holds or controls the largest direct or indirect interest in the relevant share capital of the *Consultant* or a Consortium Member,
- **Credit Rating Threshold** means the minimum credit rating for the Consultant, a Consortium Member or a proposed guarantor, such credit rating being set out at Annex 2 to Schedule 16 of the Framework Agreement,
- **Framework Agreement** means the framework agreement pursuant to which this contract has been entered into
- **Guarantor** is a person who has given a Parent Company Guarantee to the *Employer* and
- **Parent Company Guarantee** is a guarantee of the *Consultant*'s performance in the form set out in the Scope, or if not set out in the Scope, the template form attached to this contract.

Z7.2 A Change of Control does not happen without the prior agreement of the *Employer*, and if a Change of Control occurs without the *Employer's* prior consent, then the *Employer* may treat the Change of Control as a substantial failure by the

Consultant to comply with his obligations.

Z7.3 The *Consultant* notifies the *Employer* immediately if a Change of Control has occurred or is expected to occur.

Z7.4 If the Change of Control will not allow the *Consultant* to perform its obligations under this contract, the *Employer* may treat the Change of Control as a substantial failure by the *Consultant* to comply with his obligations.

Z7.5 The *Consultant* notifies the *Employer* immediately of any material change in

- the direct or indirect legal or beneficial ownership of any shareholding in the *Consultant*. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the *Consultant*, or
- the composition of the *Consultant*. Without limitation a change is material if it directly or indirectly affects the performance of this contract by the *Consultant*.

Z7.6 The *Consultant* notifies the *Employer* immediately of any change or proposed change in the name or status of the *Consultant*.

Z7.7 If the *Consultant* does not provide a notification required by clause Z7.5 or Z7.6, the *Employer* may treat that failure as a substantial failure by the *Consultant* to comply with his obligations.

Z7.8 In this clause Z7 a Change of Control in relation to

- material change in the ownership of shares in, or
- change in the name or status of

a Consortium Member is treated as a change relating to the *Consultant*.

Clause Z8 Appointment of *Adjudicator*

Z8.1 The *Adjudicator*'s appointment under the NEC Adjudicator's Contract current at the *starting 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 Agreement."

Clause Z9 Project Bank Account

Z9.1 If Option Y(UK)1 applies to this contract then this Z clause applies

Z9.2 Clause Y1.6 is amended by inserting the following after the second sentence:

"The *Employer* may propose that a Supplier is added to the Named Suppliers. The *Consultant* accepts the proposal if the addition of the Supplier to the Named Suppliers is practicable."

Z9.3 The *Employer* may notify the *Consultant* that payments under this contract will no longer be made using the Project Bank Account. This notice is a compensation event. Within one week of the *Employer*'s notice, the *Consultant* notifies the Named Suppliers that the Project Bank Account is no longer to be used and proposes an alternative method to ensure that the Named Suppliers receive payments in accordance with their contracts.

Clause Z10 *Employer*'s Codes of Conduct

Z10.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer*'s code of conduct to the extent one is included as a Contract Schedule to this contract. The *Consultant* complies with the code of conduct until Completion and for the *period of retention*.

Z10.2 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z11 Fair payment

Z11.1 The *Consultant* assesses the amount due to a Subconsultant without taking into account the amount assessed under this contract.

Z11.2 The *Consultant* includes in the contract with each Subconsultant

- a period for payment of the amount due to the Subconsultant not greater than 19 days after the date on which payment becomes due under this contract. 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 contract,
- 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 23 days after the date on which payment becomes due under this contract and
- a provision requiring the Subconsultant to assess the amount due to a subsubconsultant without taking into account the amount paid by the *Consultant*.

Z11.3 The *Consultant* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group supplier feedback service. The *Consultant* includes this provision in each subcontract, and requires Subconsultants to include the same provision in each subsubcontract.

Z11.4 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z12 Confidentiality

Z12.1 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; and
- not disclose the other party's Confidential Information to any other person without that other party's prior written consent.

Z12.2 Clause Z12.1 shall not apply to the extent that:

- such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z16 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure;
- 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.

Z12.3 The *Consultant* shall not, and shall procure that the Consultant Personnel do not, use any of the *Employer's* Confidential Information received otherwise than for the purposes of this contract.

Z12.4 The *Consultant* may only disclose the *Employer's* Confidential Information to the Consultant Personnel who are directly involved in the provision of the *services* and who need to know the information, and shall ensure that such Consultant Personnel 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 Personnel 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 Personnel, the *Consultant* shall provide such evidence to the *Employer* as the *Employer* 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 Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant Personnel in connection with obligations as to confidentiality.

Z12.5 At the written request of the *Employer*, the *Consultant* shall procure that those members of the Consultant Personnel identified in

the *Employer's* notice signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

Z12.6 Nothing in this contract shall prevent the *Employer* from disclosing the *Consultant's* Confidential Information:

- to any Crown Body or any other Contracting Authorities. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities 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 Authority;
- to any consultant, contractor or other person engaged by the *Employer* or any person conducting an Office of Government Commerce gateway review;
- for the purpose of the examination and certification of the *Employer* 's accounts; or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Employer* has used its resources.

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 *Employer* under this clause Z12.6.

Z12.7 The *Employer* shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Subconsultant to whom the *Consultant's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Employer's* obligations of confidentiality.

Z12.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of this 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 intellectual property rights.

Clause Z13 Security Requirements

Z13.1 The *Consultant* complies with, and procures the compliance of its personnel, with:

- the Security Policy;
- the Security Management Plan produced pursuant to the Security Provisions; and
- the Security Provisions contained within the Security Policy or the Scope.

Z13.2 The *Consultant* shall ensure that the Security Management Plan produced by the *Consultant* fully complies with the Security Policy.

Clause Z14 Official Secrets Act

Z14.1 The Official Secrets Act 1989 applies to this contract from the

starting date until the *defects date* or earlier termination.

Z14.2 The *Consultant* notifies his employees and Subconsultants of their duties under the Official Secrets Act 1989.

Z14.3 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Z14.4 The *Consultant* complies with the staff vetting and training requirements stated in the Scope, if any.

Clause Z15 Data protection

Z15.1

(1) The Data Protection Acts are the Data Protection Act 1998 (as amended) and any other laws or regulations relating to privacy or personal data.

(2) Personal Data is information collected by the *Consultant* on behalf of the *Employer* in relation to this contract, which relates to living individuals who can be identified

- from that information or
- from that information combined with other details in (or likely to come into) the possession of the *Employer*.

Z15.2 For the purposes of this contract and the Data Protection Acts

- the *Employer* is the Data Controller and
- the *Consultant* is the Data Processor.

Z15.3 The *Consultant* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.

Z15.4 The *Consultant* has in place for as long as it holds the Personal Data

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z15.5 The *Consultant* immediately notifies the *Employer* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or
- a complaint or request relating to the *Employer*'s obligations under the Data Protection Acts.

Z15.6 The *Consultant* assists and co-operates with the *Employer* in relation to any complaint or request received, including

- providing full details of the complaint or request,

- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Employer* and
- promptly providing the *Employer* with any Personal Data and other information requested by him.

Z15.7 The *Consultant* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

Z15.8 The *Consultant* immediately notifies the *Employer* on becoming aware of any breach of this clause or of the Data Protection Acts.

Z15.9 The *Consultant* does not process Personal Data outside the European Economic Area (the "EEA") without the prior written agreement of the *Employer*.

Z15.10 If the *Consultant* becomes aware that Personal Data will be transferred or processed outside the EEA, the *Consultant* sends the *Employer* details of:

- the Personal Data which will be processed outside the EEA;
- the countries where the Personal Data will be processed;
- any Subconsultants or other third parties who will be processing and/or receiving Personal Data outside the EEA; and
- proposals to ensure the *Consultant* will provide adequate levels of protection and safeguards of the Personal Data that will be processed outside the EEA to ensure compliance with the Data Protection Acts.

Z15.11 Where the *Employer* agrees to the *Consultant* processing or transferring Personal Data outside the EEA the *Consultant* complies with the instructions of the *Employer* and provides an adequate level of protection to any Personal Data in accordance with the Data Protection Acts

Clause Z16 Freedom of Information

Z16.1.The *Consultant* acknowledges that unless the *Employer* has notified the *Consultant* that the *Employer* is exempt from the provisions of the FOIA, the *Employer* is subject to the requirements of the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Employer* so as to enable the *Employer* to comply with its information disclosure obligations.

Z16.2 The *Consultant*:

- transfers to the *Employer* 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 *Employer* with a copy of all Information relevant to the Request for Information in its possession, or power in the form that the *Employer* requires within five Working Days (or such other period as the *Employer* may specify) of the *Employer's* request;

- provides all necessary assistance as reasonably requested by the *Employer* to enable the *Employer* 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 Subconsultants do likewise.

Z16.3 The *Employer* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

Z16.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Employer*.

Z16.5 The *Consultant* acknowledges that the *Employer* may, acting in accordance with the MoJ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

Z16.6 The *Consultant* ensures that all Information is retained for disclosure throughout the period for retention and permits the *Employer* to inspect such records as and when reasonably requested from time to time.

Clause Z17 Records and Audit Access

Z17.1 In addition to its obligations under clause 13.6 of the *conditions of contract* the *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any Subconsultant in connection with this contract for the *period for retention.*

Z17.2 The *Consultant* permits the *Employer*, comptroller, auditor general and any other auditor appointed by the *Employer* to examine documents held or controlled by the *Consultant* or any Subconsultant.

Z17.3 The *Consultant* provides such oral or written explanations as the *Employer* or comptroller and auditor general considers necessary.

Z17.4 The *Consultant* acknowledges that, for the purpose of examining and certifying the *Employer*'s accounts or any examination pursuant to Section 6(1) of the National Audit Act 1983, the comptroller and auditor general or any other auditor appointed by the *Employer* may examine documents held or controlled by the *Consultant* or any Subconsultant and may require the *Consultant* to provide such oral or written explanations as he considers necessary. The *Consultant* promptly complies with any such requirements at his own cost. 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 Z18 Reporting: Small and Medium Enterprises

Z18.1 In this clause “SME” is

- a Subconsultant or
- a subconsultant to a Subconsultant

that also:

- is autonomous,
- is a United Kingdom or European Union enterprise not owned or controlled by a non-United Kingdom or non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

Z18.2 For each SME employed in connection with the *services*, the *Consultant* reports to the *Employer* on a monthly basis from the *starting date* until Completion and at the *defects date*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value and percentage of the contract undertaken by the SME,
- the amounts paid to the SME and
- the aggregated value paid to the SME since the *starting date*.

Z18.3 The *Consultant* acknowledges that the *Employer* may

- publish the information supplied under clause Z18.2, along with the *Consultant*’s name and this contract name and
- pass the information supplied under this clause Z18 to any government department who may then publish it along with the names of the SMEs, the *Consultant*’s name and this contract name.

Z18.4 The *Consultant* ensures that the conditions of contract for each Subconsultant who is an SME include

- a term allowing the *Employer* to publish the information supplied under Z18.2 and
- obligations substantially similar to those set out in this clause Z18.

Z18.5 The *Consultant* further ensures that the conditions of contract for each Subconsultant include a requirement that the conditions of contract for any subsubconsultant engaged by the Subconsultant who

is an SME include obligations substantially similar to those set out in clause Z218.4.

Clause Z19 The *Employer*'s liability

Z19.1 The *Employer*'s total liability to the *Consultant* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount stated in the Contract Data, and applies in contract, tort or delict or otherwise to the extent allowed under the *law of the contract*.

Z19.2 The excluded matters are the amounts payable to the *Consultant* as stated in this contract for

- the total of the Prices if Option A applies,
- the Price for Services Provided to Date adjusted by the *Consultant*'s share if Option C applies.
- the Price for Services Provided to Date if Option E applies.
- the amount of any expenses properly spent by the *Consultant* in Providing the Services.
- Any tax which the law requires the *Employer* to pay to the *Consultant.*

Clause Z20 Tax Non-Compliance

Z20.1

(1) Tax Non-Compliance is where a tax return submitted by the *Consultant* 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 rule or legislation with similar effect or
- the failure of an avoidance scheme in which the *Consultant* was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or
- 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.

(2) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, 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).

(3) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 and
- any future legislation introduced to counteract tax advantages

arising from abusive arrangements to avoid National Insurance contributions.

(4) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.

(5) Relevant Tax Authority is HM Revenue & Customs or, if the *Consultant* is established in another jurisdiction, the tax authority in that jurisdiction.

Z20.2 The *Consultant* warrants that it has notified the *Employer* of any Tax Non-Compliance or any litigation in which it is involved relating to any Tax Non-Compliance prior to the Contract Date.

Z25.3 The *Consultant* notifies the *Employer* within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of

- the steps the *Consultant* is taking to address the Tax Non-Compliance and to prevent a recurrence,
- any mitigating factors that it considers relevant and
- any other information requested by the *Employer*.

Z20.4 The *Consultant* is treated as having substantially failed to comply with his obligations if

- the warranty given by the *Consultant* under clause Z20.2 is untrue,
- the *Consultant* fails to notify the *Employer* of a Tax Non-Compliance or
- the *Employer* decides that any mitigating factors notified by the *Consultant* are unacceptable.

Clause Z21 Quality Management Points

Z21.1 Quality Management Points are points accrued by the *Consultant* in accordance with the Quality Table set out below. Quality Management Points accrue for the failures listed on the Quality Table whether arising from an audit by the *Consultant*, the *Employer* or the relevant accreditation body

Z21.2 If the *Consultant* fails to comply with his quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the Quality Table. The number of Quality Management Points is reduced in accordance with the Quality Table.

Z21.3 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

Z21.4 If the number of Quality Management Points in effect at any time is more than 25 points, the *Consultant* and the *Employer* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. The *Consultant* submits a report to the *Employer* within one week of the meeting setting out

- the actions agreed at the meeting and
- any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

Z21.5 If the *Employer* does not accept the *Consultant*'s proposals or the *Consultant* does not take the agreed actions, the *Employer* serves a quality warning notice on the *Consultant*. Within one week of receipt of the quality warning notice, the *Consultant* submits a report to the *Employer* setting out the actions which the *Consultant* has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

Z21.6 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in his reports and submits weekly up date reports to the *Employer* setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.

Z21.7 Failure to take actions to reduce the number of Quality Management Points in effect to 25 or less is treated as a substantial failure by the *Consultant* to comply with his obligations.

Quality Table

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
The Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that [Quality Plan] complies
Failure to raise a Non-Conformity report	5 per [Non-Conformity]	6 months
Failure to raise a corrective action report	5 per [Non-Conformity]	6 months
Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented

Failure to carry out internal audit	25 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the *Employer*	10 per failure	Until the records are made available
Failure to allow access for *Employer* audits	10 per failure	Until *Employer* audit is carried out
Failure by *Consultant* to accrue Quality Management Points that should have been accrued	The number of Quality Management Points that should have been accrued	Applicable to the failure that should have accrued Quality Management Points
	plus an additional number of Quality Management Points equivalent to the Quality Management Points that should have been accrued	6 months
Note 1: For these failures additional Quality Management Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

Clause Z22 Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

Z22.1 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 1 shall apply as follows:
- where the Relevant Transfer involves the transfer of Transferring Employer Employees, Part A of Contract Schedule 1 shall apply;
- where the Relevant Transfer involves the transfer of Transferring Former Consultant Employees, Part B of the Contract Schedule 1 shall apply;
- where the Relevant Transfer involves the transfer of Transferring Employer Employees and Transferring Former Consultant Employees, Parts A and B of Contract Schedule 1; and

- Part C of Contract Schedule1 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 1 shall apply and Parts A and B of Contract Schedule 1 shall not apply; and
- Part D of Contract Schedule 1 shall apply on the expiry or termination of the *service* or any part of thereof.

Clause Z23 Changes to *staff rates* and Subconsultants

Z23.1 When the *Consultant* proposes a revision to an existing *staff rate* or a new *staff rate*, the proposal is accompanied by a certificate from the *Consultant's* (or if appropriate Consortium Member's – as defined in clause Z7) Chief Financial Officer or Director of Finance (or an equivalent officer authorised to bind the *Consultant* and agreed by the *Employer* before the proposal is issued) confirming that the proposal

- is accurate and not misleading,
- has been prepared in conformity with generally accepted accounting principles within the United Kingdom,
- is a true and fair reflection of the information included within the *Consultant's* books, management and statutory accounts and other documents and records and
- complies with this contract.

Z23.2 If a Subconsultant wishes to propose revisions to an existing staff rate or a new staff rate and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its proposal directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its proposal directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its proposal directly to the *Employer*.

Z23.3 Where, in order to verify an invoice submitted by the *Consultant*, the *Employer* requires a Subconsultant to provide

- records of any Time Charge and expenses incurred by it or
- a certificate that its invoice and records of any Time Charge and expenses incurred by it are accurate and not misleading

and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its records and certificate directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its records and certificate directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its records and certificate directly to the *Employer*.

Z23.4 The *Consultant* includes in the conditions of contract for each

Subconsultant

- provisions substantially similar to those set out in clause Z23.1,
- a right for the *Employer* to audit any records and certificates provided by the Subconsultant under this clause Z23,
- an obligation on the Subconsultant to discuss directly with the *Employer* any concerns that the *Employer* may have as to the accuracy of any records and certificates provided by the Subconsultant,
- a right for the *Consultant* to recover from the Subconsultant (or to deduct from any amount that would otherwise be due to the Subconsultant) the amount of any overpayment identified by the *Employer* as a result of its audits and discussions with the Subconsultant and
- an acknowledgment from the Subconsultant that the *Employer* may enforce these provisions directly against the Subconsultant under the Contracts (Rights of Third Parties) Act 1999.

Clause Z24 Insurance cover

Z24.1 All insurances required to be effected and maintained under this contract by the *Consultant* are placed with reputable insurers, to whom the *Employer* has no reasonable objection and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions do not include any term or condition to the effect that any insured must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) Order 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z24.2 Nothing in this clause relieves the *Consultant* from any of its obligations and liabilities under this contract.

Clause Z25 Professional indemnity insurance

Z25.1 The *Consultant* obtains and maintains the professional indemnity insurance required by Clause 81.1 of the *conditions of contract* upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business on the basis and in an amount not less than that stated in the Contract Data, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions do not include any term or condition to the effect that the *Consultant* must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z25.2 The *Consultant* does not without the prior written approval of the *Employer* settle or compromise with the insurers any claim which the *Consultant* may have against the insurers and which relates to a claim by the *Employer* 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.

Z25.3 The *Consultant* immediately informs the *Employer* 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.

Z25.4 The *Consultant* co-operates fully with any measures reasonably required by the *Employer* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Employer* undertakes in writing to reimburse the *Consultant* in respect of the net cost of such insurance to the *Consultant* above commercially reasonable rates or, if the *Employer* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Employer* in respect of what the net cost of such insurance to the *Employer* would have been at commercially reasonable rates.

Z25.5 The above obligation in respect of professional indemnity insurance continues notwithstanding termination of the *Consultant*'s employment under this contract for any reason whatsoever, including (without limitation) breach by the *Employer.*

Clause Z26 Termination and omission of work

Z26.1 If the *Employer* instructs a change to the Scope which involves the omission of part of the *services*, the *Employer* may engage other people to carry out the part omitted. The instruction is assessed as a compensation event, except that if the instruction is given for insolvency or a default by the *Consultant*, the assessment includes a deduction of the forecast additional cost to the *Employer* of completing the *services*.

Z26.2 The following is added at the end of the first bullet point in clause 91.1 of the *conditions of contract:*

"unless instructed otherwise by the *Employer*".

Z26.3 The following are treated as a substantial failure by the *Consultant* to comply with his obligations

- a key resource needed by the *Consultan*t to Provide the Services is no longer available and the *Consultant* does not propose an alternative resource acceptable to the *Employer*
- the *Consultant*'s performance as measured in accordance with the current edition of the Collaborative Performance Framework is below the *failure level*
- the *Consultant* breaching the terms of its obligations in clause

22.1 of the *conditions of contract* or

- any conflict of interest under this contract cannot be resolved to the *Employer's* satisfaction.

Z26.4 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if in the *Employer's* opinion the known or anticipated cost of the project, which the *services* are performed (or to be performed) in connection with, has significantly increased.

Clause Z27 Termination – PCRs, Regulation 73

Z27.1 The occurrence of the following events are deemed to be a substantial failure of the *Consultant* to comply with his obligations:

- 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.

Z27.2 The *Employer* may terminate the *Consultant*'s obligation to Provide the Services by notifying the *Consultant* if

- this contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

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 Z28 Value Added Tax (VAT) Recovery

Z28.1 Where under this contract 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.

Clause Z29 Tax Arrangements of Public Appointees

Z29.1 For the purposes of this clause

- **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 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.

- **Staff** are individuals (other than direct employees of the *Consultant*, an Associated Company or any Subconsultant) made available by the *Consultant* to the *Employer* for the purpose of Providing the Services.

Z29.2 Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this contract, 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.

Z29.3 Where any Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, 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.

Z29.4 The *Employer* may, at any time during the term of this contract, request the *Consultant* to provide information to demonstrate either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it.

Z29.5 If the *Consultant* fails to provide information in response to a request under clause Z29.4

- within the *period for reply* or
- which adequately demonstrates either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it

the *Employer* may

- treat such failure as a substantial failure by the *Consultant* to comply with his obligations or
- instruct the *Consultant* to replace the relevant member of Staff

Z29.6 If the *Employer* receives or identifies information through any means which demonstrates that a member of Staff is not complying with clauses Z29.2 and Z29.3, the *Employer* may treat such non-compliance as a substantial failure by the *Consultant* to comply with his obligations.

Z29.7 The *Consultant* acknowledges that the *Employer* may

- supply any information which it receives under clauses Z29.4 or Z29.6 or
- advise the non-supply of information

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

Clause Z30 Consortia

Z30.1 Where two or more Consortium Members comprise the

Consultant, each Consortium Member is jointly and severally liable to the Employer for the performance of the *Consultant's* obligations under this contract.

Z30.2 If the joint venture arrangement between any Consortium Members which comprise the *Consultant* is terminated for any reason, the *Employer* may

- terminate this contract with immediate effect and
- treat the termination of this contract as a substantial failure by the *Consultant* to comply with his obligations.

Z30.3 Clause 90.1 of the *conditions of contract* is amended by inserting after "the other Party" in each of the second, third and fourth places where it appears the words "(or, in the case of the *Consultant,* any Consortium Member)".

Clause Z31 Subconsulting

Z31.1 Before:

- appointing a proposed Subconsultant or
- allowing a Subconsultant to appoint a proposed subsubconsultant

the *Consultant* submits to the *Employer* for acceptance

- a European Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed Subconsultant or subsubconsultant or
- 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 Subconsultant or subsubconsultant.

Z31.2 The *Consultant* does not appoint the proposed Subconsultant (or allow the Subconsultant to appoint the proposed subsubconsultant) until the *Employer* has accepted the submission. A reason for not accepting the submission is that it shows that there are grounds for excluding the proposed Subconsultant or subsubconsultant under regulation 57 of the Public Contracts Regulations 2015.

Z31.3 If requested by the *Employer*, the *Consultant* provides further information to support, update or clarify a submission under clause Z31.1.

Z31.4 If, following the acceptance of a submission under clause Z31.2, it is found that one of the grounds for excluding the Subconsultant or subsubconsultant under regulation 57 of the Public Contracts Regulations 2015 applies, the *Employer* may instruct the *Consultant* to

- replace the Subconsultant or
- require the Subconsultant to replace the subsubconsultant.

Clause Z32 Energy Efficiency Directive

Z32.1 To the extent contained in the Scope, the *Consultant* includes in

the *conditions of contract* for each Subconsultant and subsubconsultant obligations substantially similar to those set out in the Scope for

- compliance with the Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" and
- demonstrating to the *Employer* how in Providing the Services how the Subconsultant and subsubconsultant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive".

Clause Z33 Compliance with statutory requirements

The *Consultant* Provides the Services in compliance with all relevant:

- acts of parliament and any instruments, rules, orders, regulations, notices, directions, bye-laws, permissions and plans for the time being made under or deriving validity from them;
- European Directives or Regulations legally enforceable in England and Wales;
- rules, regulations, building regulations, orders, bye-laws or codes of practice or similar of any local or other competent authority or of any statutory undertaker; and
- permissions, consents, approvals, licences, certificates and permits as may be necessary lawfully to commence, carry out, complete and maintain the *services*.

Clause Z34 Negotiation and mediation

Z34.1 Without prejudice to either Party's right to refer a dispute to the *Adjudicator* in accordance with clause W1 or W2 (as appropriate), any dispute or difference between the Parties arising out of or relating to this contract is referred by either Party initially to representatives of the *Employer* and *Consultant* for negotiation and resolution.

Z34.2 If any dispute is not resolved within ten working days after it has been referred to the Parties' representatives (or such longer period as the Parties may agree), it is referred to an authorised senior officer of the *Employer* and an authorised senior officer of the *Consultant* for negotiation and resolution.

Z34.3 If any dispute cannot be resolved within ten working days after it has been referred to the authorised senior officers of the *Employer* and *Consultant* (or such longer period as the Parties may agree) either Party may decline to continue to participate in the negotiation but both should give serious consideration to referring the dispute to mediation.

Clause Z35 Collateral Warranty Agreements

Z35.1 If Option X8 applies add the following sub-clauses to option X8:

X8.2 The *Consultant* procures that the Subconsultants referred to in the Contract Data enter into the *subconsultant collateral warranties.*

X8.3 The *Consultant* shall provide the *Employer* with duly completed *collateral warranty agreements* and / or *subconsultant collateral warranties* in accordance with clauses X8.1 and X8.2 (as appropriate) no later than ten Working Days after the *Employer* has provided the *Consultant* with appropriate forms suitable for execution.

X8.4 If the *Consultant* fails to deliver the required c*ollateral warranty agreements* and / or *subconsultant collateral warranties* (or any one of them) in the manner and within the time stipulated by this contract, one quarter (1/4) of the Price for Services Provided to Date is retained in assessments of the amount due until the *Consultant* has remedied the failure.

Clause Z36 Access to MOD sites

Z36.1 In this clause only:

- "Site" includes any of Her Majesty's Ships or Vessels and Service Stations; and
- "Officer in charge" includes Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.

Z36.2 The *Employer* issues passes for those representatives of the *Consultant* who are approved for admission to the Site and a representative is not admitted unless in possession of such a pass. Passes remain the property of the *Employer* and are surrendered on demand or on completion of the *service*.

Z36.3 The *Consultant'*s representatives when employed within the boundaries of a Site comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance is with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements are provided on request to the Officer in charge.

Z36.4 The *Consultant* is responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the *Employer* wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. The status accorded to the *Consultant*'s personnel for messing purposes is at the discretion of the Officer in charge who, wherever possible, gives his decision before the commencement of this contract where so asked by the *Consultant*. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the *Employer* and is obtained by the *Consultant* from the Officer in charge. Such certificate is presented to the *Employer* with other evidence relating to

the costs of this contract.

Z36.5. The *Consultant* makes such arrangements through the Technical Branch named for this purpose in this contract. When such transport is not available within a reasonable time or in circumstances where the *Consultant* wishes its representatives to accompany material for installation which it is to arrange to be delivered, the *Consultant* makes its own transport arrangements. The *Employer* reimburses the *Consultant*'s reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the *Consultant*'s representatives locally overseas which is necessary for the purpose of this contract is provided wherever possible by the Ministry of Defence or by the Officer in charge and, where so provided, is free of charge.

Z36.6. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the *Consultant*'s representatives back to the United Kingdom, or elsewhere, for medical reasons, is charged to the *Consultant* at rates fixed in accordance with current Ministry of Defence regulations.

Z36.7 Accidents to the *Consultant*'s representatives which ordinarily require to be reported in accordance with Health and Safety at Work Act 1974 are reported to the Officer in charge so that the Inspector of Factories may be informed.

Z36.8 No assistance from public funds, and no messing facilities, accommodation or transport overseas is provided for dependants or members of the families of the *Consultant'*s representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

MoD DEFCON Requirements

Clause Z37

Z37.1 If this Clause Z37 applies, then the Ministry of Defence terms and conditions listed in the MOD DEFCONS and DEFFORMS stated in the Contract Data shall apply to this contract and the *Consultant* Provides the Services in accordance with such MOD DEFCONS and DEFFORMS.

Z37.2 The *Consultant* confirms that it has had the opportunity to review the MOD DEFCONS and DEFFORMS and has raised all due diligence questions in relation to those documents with the Employer prior to the *starting date*.

Z37.3 Where required by the *Employer*, the *Consultant* shall take such actions as are necessary to ensure that the MOD DEFCONS and DEFFORMS constitute legal, valid, binding and enforceable obligations on the *Consultant*.

Clause Z38 Intellectual Property Rights

Z38.1 In this clause Z38:

- "**Intellectual Property Rights**" means any and all patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto; and
- "**Material**" means all Material prepared by or on behalf of the *Consultant*.

Z38.2 The Intellectual Property Rights in all Material and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Employer* and to the Authority an irrevocable, royalty free, non-exclusive licence to use and reproduce the Material for any and all purposes connected with the *services*. Such licence entitles the *Employer* and the Authority to grant sub-licences to third parties in the same terms as this licence.

Z38.3 The *Consultant* shall not be liable to any licencee for any use of the Material or the Intellectual Property Rights in the Material for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

Z38.4 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Material the *Consultant* uses all reasonable endeavours to procure the right to grant such rights to the *Employer* to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the *Consultant* is unable to procure the right to grant to the *Employer* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Employer* on industry acceptable terms.

Z38.5 The *Consultant* waives any moral right to be identified as author of the Material in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Material subjected to derogatory treatment in accordance with section 8 of that Act as against the *Employer* or any licensee or assignee of the *Employer*.

Z38.6 In the event that any act unauthorised by the *Employer* infringes a moral right of the *Consultant* in relation to the Material the *Consultant* undertakes, if the *Employer* so requests and at the *Employer's* expense, to institute proceedings for infringement of the moral rights.

Z38.7 The *Consultant* warrants to the *Employer* that he has not

granted and shall not (unless authorised by the *Employer*) grant any rights to any third party to use or otherwise exploit the Material.

Z38.8 The *Consultant* supplies copies of the Material to the *Employer* and to the *Employer'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 works.

Z38.9 After the termination or conclusion of the *Consultant's* employment, the *Consultant* supplies the *Employer* with copies and/or computer discs of such of the Material as the *Employer* may from time to time request and the *Employer* pays the Consultant's reasonable costs for producing such copies or discs.

Z38.10 In Providing the Service the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Employer* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Clause Z39 Financial Distress

Z39.1 In this clause Z39 Credit Rating is the *credit rating* or any revised long term *credit rating* issued by a rating agency accepted by the *Employer* in respect of the *Consultant*, a Consortium Member or any *Guarantor*.

Z39.2 The *Consultant* notifies the *Employer* within one week if any of the following events occurs in relation to the *Consultant*, a Consortium Member or a *Guarantor*

- its Credit Rating falls below the relevant *credit rating*,
- a further fall in its Credit Rating below the relevant credit rating,
- it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,
- it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
- it commits a material breach of its covenants to its lenders or
- its financial position or prospects deteriorate to such an extent that it would not meet the Credit Rating Threshold.

Z39.3 If any of the events listed in clause Z39.2 occurs, the *Employer* may require the *Consultant* to give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* and accepted by the *Employer* who (in either case) has a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z39.2 has occurred.

Z39.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with clause Z39.3 if the *Consultant* gives to the Employer an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z39.5 If

- the *Consultant* fails to notify the *Employer* that an event listed in clause Z39.2 has occurred,
- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with clause Z39.3,
- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the *Employer* to do so or
- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with clause Z39.3 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z40 Change of Control – new guarantee

Z40.1 If a Change of Control occurs, the *Consultant* provides to the *Employer*

- certified copies of the audited consolidated accounts of the Controller for the last three financial years,
- a certified copy of the board minute of the Controller confirming that it will give to the *Employer* a Parent Company Guarantee if so required by the *Employer* and any other information required by the *Employer* in order to determine whether the Controller has a credit rating at

least equal to the *credit rating* for the original Guarantor (if there is one) or the *Consultant* (if there is not).

Z40.2 If the Controller does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6, the *Consultant* may propose an alternative guarantor to the *Employer* for acceptance. The *Consultant* provides to the *Employer* the details set out in clause Z40.1 and (if applicable) the legal opinion required in clause Z40.6 in relation to the proposed alternative guarantor. A reason for not accepting the proposed alternative guarantor is that he does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6.

Z40.3 If so required by the *Employer*, the *Consultant* within four weeks gives to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer*.

Z40.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with the tests in clause Z40.1 if the *Consultant* gives to the *Employer* an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z40.5 If

- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with the tests in clause Z40.1 or provides the legal opinion required by clause Z40.6,
- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the Employer to do so or
- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with the tests in clause Z40.1 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by the *Consultant* to comply with his obligations.

Z40.6 If the Controller, or any alternative guarantor proposed by the *Consultant*, is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* provides a

legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the Controller or guarantor is incorporated and
- accepted by the *Employer*.

The legal opinion is addressed to the *Employer* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Employer*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Scope.

Clause Z41 Parent Company Guarantee

Z41.1 If required by the *Employer*, the *Consultant* gives to the *Employer* a Parent Company Guarantee. If the Parent Company Guarantee was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date or the *Employer's* request, whichever is later. Parent Company Guarantees are given by

- for a standalone company – the Controller,
- for an unincorporated joint venture (more than one party) – the Controller of each Consortium Member or
- for an incorporated joint venture– the Controller of each Consortium Member.

In all cases it is for the *Employer* to decide (in its discretion) whether it will accept a Parent Company Guarantee from a company other than the Controller.

Z41.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z42 Offshoring of data

Z42.1 In this clause

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

Z42.2 The Consultant does not store any of the *Employer*'s data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- offshore or

- in any way that it could be accessed from an offshore location

until the *Employer* has confirmed to the *Consultant* that either

- the *Employer* 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*
- such approval is not required.

Z42.3 The *Consultant* ensures that no premises are used to Provide the Services until

- such premises have passed a risk assessment or
- the *Employer* confirms to the *Consultant* that no risk assessment is required.

Z42.4 The *Consultant* complies with a request from the *Employer* to provide any information required to allow the *Employer* to

- gain approval for storing data or allowing access to data from an offshore location in accordance with Z42.2 or
- conduct a risk assessment for any premises for the purpose of Z42.3.

Z42.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.

Z42.6 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z43 Payment forecast

Z43.1 Prior to the submission of the *Consultant's* first invoice, the *Consultant* submits to the *Employer* a payment forecast based on the *Consultant's* estimate of the interim payments (including fees and expenses) which the *Consultant* anticipates will fall due at each assessment until Completion of the whole of the services.

Z43.2 Each subsequent invoice from the *Consultant* is accompanied by an updated payment forecast, amended to show the effects of any changes in the Scope and Accepted Programme.

Clause Z44 Responsibility for documents

Z44.1 The *Employer* 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

contract, but no such examination relieves the *Consultant* of any responsibility to Provide the Services.

Clause Z45 **Apprenticeships**

Z45.1 The *Consultant* is required to take all reasonable steps to employ apprentices, and report to the *Employer* on a monthly basis the numbers of apprentices employed and the wider skills training provided, in Providing the Services.

Z45.2 The *Consultant* is required to take all reasonable steps to ensure that no less than the percentage of its employees stated in the Contract Data (the "Apprenticeship Percentage") are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Services, (which may include support staff and Subconsultants) are provided by employees on formal apprenticeship programmes.

Z45.3 The *Consultant i*s required to make available to its employees and Subconsultants working on this contract, information about the Government's Apprenticeship programme and wider skills opportunities.

Z45.4 The *Consultant* is to provide any further skills training opportunities that are appropriate for its employees engaged in the *services*.

Z45.5 The *Consultant* is to provide a monthly written report detailing the following measures and be prepared to discuss apprenticeships at its regular meetings with the *Employer:*

- the number of people during the reporting period employed on this contract, including support staff and Subconsultants,
- the number of apprentices and number of new starts on apprenticeships directly initiated through the procurement process,
- the percentage of all employees taking part in an apprenticeship programme,
- if applicable, an explanation from the *Consultant* as to why it is not managing to meet the specified percentage target
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by employees in relation to this contract, including
    - work experience placements for 14 to 16 year olds,
    - work experience /work trial placements for other ages,

- student sandwich/gap year placements,
- graduate placements,
- vocational training,
- basic skills training and
- on site training provision/ facilities.

Clause Z46 **Termination following prolonged suspension**

Z46.1 The *Consultant* may terminate his obligation to Provide the Services by notifying the Employer if

- the whole of the *services* has been stopped under clause 33 of the *conditions of contract* for a period in excess of six months;
- the *Consultant* has given the *Employer* a request for an instruction that the *services* be resumed; and
- the *Consultant* has not been given instructions to resume the *services* within a period of 30 days after the *Employer* receives from the *Consultant* a request for an instruction that the *services* be resumed.

Clause Z47 **Employer's Property**

Z47.1 If the *Consultant* is permitted to use equipment or other such property belonging to the *Employer* (the "Employer's Property") the following provisions apply.

- All Employer's Property remains the property of the *Employer*.
- Any failure of the Employer's Property shall not be a compensation event unless the *Consultant* demonstrates that the failure was caused by the *Employer's* undue delay in its repair or replacement.

Clause Z48 **Building Information Modelling**

Where a BIM Protocol Applies

Z48.1 If the Contract Data states a BIM Protocol applies, then the Employer and the Consultant shall:

- comply with their respective obligations set out in the BIM Protocol;
- have the benefit of any rights granted to them in the BIM Protocol; and

- have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.

Where a BIM Protocol Does Not Apply

Z48.2 If the Contract Data states that a BIM Protocol does not apply then:

- if it is stated in the Contract Data that the Consultant is to act as the BIM Information Manager, the Consultant shall act as a the BIM Information Manager for the Project as more fully set out in the BIM Documents;
- if it is not stated in the Contract Data that the Consultant is to act as the BIM Information Manager, the Consultant shall comply with the reasonable instructions of the BIM Information Manager in relation to the BIM Documents;
- The Employer grants to the Consultant, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (or, as the case may be, sub-licence) including the right to grant sub-licences (or, as the case may be, sub-sub-licences), to copy and make full use of the Material produced in accordance with the BIM Documents by or on behalf of the Employer (including any produced by the Consultant or another member of the professional team) for the purpose of providing the services and complying with the BIM Documents;
- Clause Z38.3 shall have no effect and neither Party shall be liable to the other for:
    - any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided; or
    - any amendment or modification of the Material produced in accordance with the BIM Documents, except where such amendment or modification:
        - was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);
        - was permitted by the BIM Documents; or
        - was made for a Permitted Use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to this contract.

THE SCOPE

[NOTE: PLEASE SEE FRAMEWORK SCHEDULE 2 FOR THE FULL EXTENT OF SERVICES AVAILABLE TO CONTRACTING AUTHORITIES. CONTRACTING AUTHORITIES SHOULD POPULATE THE SCOPE IN LIGHT OF AND IN ACCORDANCE WITH FRAMEWORK SCHEDULE 2. IT SHOULD DETAIL TYPES OF SERVICES THAT YOU REQUIRE TOGETHER WITH ANY RESPONSE TIMES, DATA PACK (INC SERVICE STANDARDS), STANDARDS, SERVICE LEVELS ENVISAGED UNDER THE FRAMEWORK AND AS REFINED DURING FURTHER COMPETITION. FURTHERMORE, CONTRACTING AUTHORITIES MUST MAKE SURE THAT THE SCOPE CONTAINS ALL OF THE REQUIRED INFORMATION AND REQUIREMENTS ENVISAGED BY THE NEC3 PSC. THE SERVICES INFORMATION MUST BE ALIGNED WITH THE NEC3 PSC AND IF EITHER THE CCS OR A CONTRACTING AUTHORITY REQUIRES ADVICE OR GUIDANCE ON COMPILING THE SCOPE THEN THE NEC CAN OFFER THIS TRAINING]

[INSERT OR APPEND HERE THE SCOPE INFORMATION DEVELOPED DURING THE FURTHER COMPETITION PROCEDURE].

PRICE LIST

[INSERT OR APPEND HERE THE PRICE LIST]

[CONTRACT SCHDEDULE 1 – [ANNEX G]

STAFF TRANSFER

[Guidance Note: this schedule only contains general provisions on the application of TUPE and related issues and is essentially designed to alert Employers to the range of issues that may need to be considered where the entering into of a Call Off Agreement (and/or its subsequent expiry) is likely to entail a TUPE transfer. Employers should always take specialist legal advice on the specific TUPE and pensions drafting requirements (e.g. whether the New Fair Deal applies, whether there will be a Relevant Transfer etc) relevant to their project]

1. Definitions

1.1. In this Annex G, the following definitions shall apply:

"Consultant's Final Personnel List"	means a list provided by the *Consultant* 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 *Consultant* of all staff who are engaged in or wholly or mainly assigned to the provision of the *service* or any relevant part of the *service* which it is envisaged as at the date of such list will no longer be provided by the *Consultant*
"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: 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 *Employer* or the Replacement Consultant to a Transferring Consultant

Employee which would have been payable by the *Consultant* or the Sub-Consultant 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;

"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;

"Notified Sub-Consultant" means a Sub-Consultant identified in Annex 1 of this Contract Annex G to whom Transferring Employer'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 www.gov.uk/government/publications/principles-of-good-employment-practice ;

"Replacement Consultant" means any third party provider of Replacement Services appointed by or at the direction of the *Employer* from time to time or where the *Employer* is providing Replacement Services for its own account, shall also include the *Employer*

"Replacement Services" means any services which are substantially similar to any of the *service* and which the *Employer* receives in substitution for any of the *service* following the end of the *service period* or earlier termination, whether those services are provided by the *Employer* internally and/or by any third party;

"Replacement Sub-Consultant" means a Subconsultant of the Replacement Consultant to whom Transferring Consultant Employees will transfer on a Service Transfer Date (or any sub-Consultant of any such sub-Consultant);

"Service Transfer" any transfer of the *service* (or any part of the *service*), for whatever reason, from the *Consultant* or any Subconsultant to a Replacement Consultant or a Replacement Sub-Consultant

"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 *Employer* may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

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;
"Transferring Consultant Employees"	means those employees of the *Consultant* and/or the Sub-Consultants to whom the Employment Regulations will apply on the Service Transfer Date
"Transferring Employer Employees"	means those employees of the *Employer* to whom the Employment Regulations will apply on the Relevant Transfer Date;

Interpretation

Where a provision in this Annex imposes an obligation on the *Consultant* to provide an indemnity, undertaking or warranty, the *Consultant* shall procure that each of its Sub-Consultants shall comply with such obligation and provide such indemnity, undertaking or warranty to the *Employer*, Former Consultant, Replacement Consultant or Replacement Sub-Consultant, as the case may be.

PART A

TRANSFERRING EMPLOYER EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. Relevant Transfers

1.1. The *Employer* 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 Employer Employees; and

1.1.2. as a result of the operation of the Employment Regulations, the contracts of employment between the *Employer* and the Transferring Employer 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 Sub-Consultant and each such Transferring Employer Employee.

1.2. The *Employer* shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Employer 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: (i) the *Employer*; and (ii) the *Consultant* and/or any Notified Sub-Consultant (as appropriate).

2. *Employer* Indemnities

2.1. Subject to paragraph 1 of Part A of this Annex G, the *Employer* shall indemnify the *Consultant* and any Notified Sub-Consultant against any Employee Liabilities in respect of any Transferring Employer 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 *Employer* occurring before the Relevant Transfer Date;

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

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

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

2.1.3. any claim by any trade union or other body or person representing the Transferring Employer Employees arising from or connected with any failure by the *Employer* 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 Employer 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 Employer 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 *Employer* to the *Consultant* and/or any Notified Sub-Consultant 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 *Employer* 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 Employer 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 *Employer* other than a Transferring Employer Employee for whom it is alleged the *Consultant* and/or any Notified Sub-Consultant 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 Employer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Employer Employee relating to any act or omission of the *Employer* 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 Sub-Consultant to comply with regulation 13(4) of the Employment Regulations.

2.2. The indemnities in paragraph 2.1 of Part A of this Annex G shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Consultant* or any Sub-Consultant (whether or not a Notified Sub-Consultant) 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 Employer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the *Consultant* and/or any Sub-Consultant 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 Sub-Consultant to comply with its obligations under the Employment Regulations.

2.3. If any person who is not identified by the *Employer* as a Transferring Employer Employee claims, or it is determined in relation to any person who is not identified by the *Employer* as a Transferring Employer Employee, that his/her contract of employment has been transferred from the *Employer* to the *Consultant* and/or any Notified Sub-Consultant pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1. the *Consultant* shall, or shall procure that the Notified Sub-Consultant shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Employer*; and

2.3.2. the *Employer* 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 Sub-Consultant, or take such other reasonable steps as the *Employer* 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 Annex G is accepted, or if the situation has otherwise been resolved by the *Employer*, the *Consultant* shall, or shall procure that the Notified Sub-Consultant 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 Annex G:

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 Sub-Consultant 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 Sub-Consultant acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part A of this Annex G and in accordance with all applicable proper employment procedures set out in the *law of the contract*, the *Employer* shall indemnify the *Consultant* and/or any Notified Sub-Consultant (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part A of this Annex G provided that the *Consultant* takes, or procures that the Notified Sub-Consultant takes, all reasonable steps to minimise any such Employee Liabilities.

2.7. The indemnity in paragraph 2.6 of Part A of this Annex G

2.7.1. shall not apply to:

a) any claim for

a) 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

b) 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 Sub-Consultant;

b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Sub-Consultant 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 Annex G is made by the *Consultant* and/or any Notified Sub-Consultant (as appropriate) to the *Employer* 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 Annex G is neither re-employed by the *Employer* nor dismissed by the *Consultant* and/or any Notified Sub-Consultant within the time scales set out in paragraph 2.5 of Part A of this Annex G such person shall be treated as having transferred to the *Consultant* and/or any Notified Sub-Consultant and the *Consultant* shall, or shall procure that the Notified Sub-Consultant 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 Annex G, the *Consultant* shall indemnify the *Employer* against any Employee Liabilities in respect of any Transferring Employer 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 Sub-Consultant whether occurring before, on or after the Relevant Transfer Date;

3.1.2. the breach or non-observance by the *Consultant* or any Sub-Consultant on or after the Relevant Transfer Date of:

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

b) any custom or practice in respect of any Transferring Employer Employees which the *Consultant* or any Sub-Consultant is contractually bound to honour;

3.1.3. any claim by any trade union or other body or person representing any Transferring Employer Employees arising from or connected with any failure by the *Consultant* or any Sub-Consultant 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 Sub-Consultant made before the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Employer Employees on or after their transfer to the *Consultant* or the relevant Sub-Consultant (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 Employer 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 Sub-Consultant to, or in respect of, any Transferring Employer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the *Employer* 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 Employer 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 Employer 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 *Employer* to the *Consultant* or a Sub-Consultant, 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 Sub-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 Employer Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8. any claim made by or in respect of a Transferring Employer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Employer Employee relating to any act or omission of the *Consultant* or any Sub-Consultant in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the *Employer*'s failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2. The indemnities in paragraph 3.1 of Part A of this Annex G shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Employer* whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the *Employer*'s failure to comply with its obligations under the Employment Regulations.

3.3. The *Consultant* shall comply, and shall procure that each Sub-Consultant 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 Sub-Consultant shall perform and discharge, all its obligations in respect of the Transferring Employer 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 *Employer* and the *Consultant*.

4. Information

4.1. The *Consultant* shall, and shall procure that each Sub-Consultant shall, promptly provide to the *Employer* in writing such information as is necessary to enable the *Employer* to carry out its duties under regulation 13 of the Employment Regulations. The *Employer* shall promptly provide to the *Consultant* and each Notified Sub-Consultant in writing such information as is necessary to enable the *Consultant* and each Notified Sub-Consultant 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 Sub-Consultant shall, comply with any requirement notified to it by the *Employer* relating to pensions in respect of any Transferring Employer 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 2007;

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 Sub-Consultants shall, comply with the pensions provisions set out in the following Annex.

ANNEX TO PART A: PENSIONS

1. Participation

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

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

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 *Employer* is entitled to make arrangements with the body responsible for the Schemes for the *Employer* 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 *Employer* in the event that it breaches the Admission Agreement; and

1.2.4. agree that the *Employer* 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 *Employer* 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 *Employer*, 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 *Employer* 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 *Employer* 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 *Employer* 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 *Employer* to indemnify and keep indemnified the *Employer* 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. Employer 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 *Employer* 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 *Employer*, 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 *Employer* (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 Sub-Consultant and each such Transferring Former Consultant Employee.

1.2. The *Employer* 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 *Employer* 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 1.2 of Part B of this Annex G, the *Employer* shall procure that each Former Consultant shall indemnify the *Consultant* and any Notified Sub-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:

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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant to comply with regulation 13(4) of the Employment Regulations.

2.2. The indemnities in paragraph 2.1 of Part B of this Annex G shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the *Consultant* or any Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant to comply with its obligations under the Employment Regulations).

2.3. If any person who is not identified by the *Employer* as a Transferring Former Consultant Employee claims, or it is determined in relation to any person who is not identified by the *Employer* 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 Sub-Consultant pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1. the *Consultant* shall, or shall procure that the Notified Sub-Consultant shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Employer* and, where required by the *Employer*, 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 Sub-Consultant 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 Annex G is accepted, or if the situation has otherwise been resolved by the Former Consultant and/or the *Employer*, the

Consultant shall, or shall procure that the Notified Sub-Consultant shall, immediately release the person from his/her employment or alleged employment.

2.5. If by the end of the 15 Working Day period specified in paragraph 2.3.2 of Part B of this Annex G:

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 Sub-Consultant 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 Sub-Consultant acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part B of this Annex G and in accordance with all applicable proper employment procedures set out in the *law of the contract*, the *Employer* shall procure that the Former Consultant indemnifies the *Consultant* and/or any Notified Sub-Consultant (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part B of this Annex G provided that the *Consultant* takes, or shall procure that the Notified Sub-Consultant takes, all reasonable steps to minimise any such Employee Liabilities.

2.7. The indemnity in paragraph 2.6 of Part B of this Annex G

2.7.1. shall not apply to:

a) any claim for

a) 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

b) 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 Sub-Consultant; or

b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Sub-Consultant 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 Annex G is made by the *Consultant* and/or any Notified Sub-Consultant (as appropriate) to the *Employer* 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 Annex G is neither re-employed by the Former Consultant nor dismissed by the *Consultant* and/or any Notified Sub-Consultant within the time scales set out in paragraph 2.5 of Part B of this Annex G, such person shall be treated as having transferred to the *Consultant* or Notified Sub-Consultant and the *Consultant* shall, or shall procure that the Notified Sub-Consultant 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 Annex G, the *Consultant* shall indemnify the *Employer* 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 Sub-Consultant whether occurring before, on or after the Relevant Transfer Date;

3.1.2. the breach or non-observance by the *Consultant* or any Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant (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 Sub-Consultant 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 *Employer* 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 Sub-Consultant, 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 Sub-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 from (and including) the Relevant Transfer Date; and

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 Sub-Consultant 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.

3.2. The indemnities in paragraph 3.1 of Part B of this Annex G 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant shall, promptly provide to the *Employer* and/or at the *Employer*'s direction, the Former Consultant, in writing such information as is necessary to enable the *Employer* and/or the Former Consultant to carry out their respective duties under regulation 13 of the Employment Regulations. The *Employer* shall procure that the Former Consultant shall promptly provide to the *Consultant* and each Notified Sub-Consultant in writing such information as is necessary to enable the *Consultant* and each Notified Sub-Consultant 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 Sub-Consultant shall, comply with any requirement notified to it by the *Employer* relating to pensions in respect of any Transferring Former Consultant Employee as set down in:

5.2. the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

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

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

5.5. the New Fair Deal.

6. Procurement Obligations

6.1. Notwithstanding any other provisions of this Part B of this Annex G, where in this Part B the *Employer* 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 *Employer*'s contract with the Former Consultant contains a contractual right in that regard which the *Employer* may enforce, or otherwise so that it requires only that the *Employer* 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 Sub-Consultant shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B: PENSIONS

1. Participation

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

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

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 *Employer* is entitled to make arrangements with the body responsible for the Schemes for the *Employer* 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 *Employer* in the event that it breaches the Admission Agreement; and

1.2.4. agree that the *Employer* 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 *Employer* reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the *Consultant* participating in the Schemes.

2. Future Service Benefits

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2.1. If the *Consultant* is rejoining 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.

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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 *Employer*, 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 *Employer* 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 *Employer* 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 *Employer* 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 *Employer* to indemnify and keep indemnified the *Employer* 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. Employer 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 *Employer* 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 *Employer*, 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 *Employer* (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 C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. Procedure in the Event of Transfer

1.1. The *Employer* 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 *Employer* and/or any Former Consultant.

1.2. If any employee of the *Employer* and/or a Former Consultant claims, or it is determined in relation to any employee of the *Employer* and/or a Former Consultant, that his/her contract of employment has been transferred from the *Employer* and/or the Former Consultant to the *Consultant* and/or any Sub-Consultant pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1. the *Consultant* shall, and shall procure that the relevant Sub-Consultant shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the *Employer* and, where required by the *Employer*, give notice to the Former Consultant; and

1.2.2. the *Employer* 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 Sub-Consultant (as appropriate) or take such other reasonable steps as the *Employer* 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 Annex G is accepted (or if the situation has otherwise been resolved by the *Employer* and/or the Former Consultant), the *Consultant* shall, or shall procure that the Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant acting in accordance with the provisions of paragraphs 1.2 to 1.4 of Part C of this Annex G 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 Annex G, the *Employer* shall:

2.1.1. indemnify the *Consultant* and/or the relevant Notified Sub-Consultant against all Employee Liabilities arising out of the termination of the employment of any employees of the *Employer* referred to in paragraph 1.2 of Part C of this Annex G made pursuant to the provisions of paragraph 1.4 of Part C of this Annex G provided that the *Consultant* takes, or shall procure that the Notified Sub-Consultant takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2. procure that the Former Consultant indemnifies the *Consultant* and/or any Notified Sub-Consultant 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 Annex G provided that the *Consultant* takes, or shall procure that the relevant Sub-Consultant 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 Annex G is neither re employed by the *Employer* and/or the Former Consultant as appropriate nor dismissed by the *Consultant* and/or any Sub-Consultant within the fifteen (15) Working Day period referred to in paragraph 1.4 of Part C of this Annex G such person shall be treated as having transferred to the *Consultant* and/or the Sub-Consultant (as appropriate) and the *Consultant* shall, or shall procure that the Sub-Consultant 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 Sub-Consultant pursuant to paragraph 1.2 of Part C of this Annex G, all Employee Liabilities in relation to such employee shall remain with the *Consultant* and/or the Sub-Consultant and the *Consultant* shall indemnify the *Employer* and any Former Consultant, and shall procure that the Sub-Consultant shall indemnify the *Employer* 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 Sub-Consultant.

2.4. The indemnities in paragraph 2.1 of Part C of this Annex G

2.4.1. shall not apply to:

a) any claim for

a) 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

b) 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 Sub-Consultant; or

b) any claim that the termination of employment was unfair because the *Consultant* and/or Notified Sub-Consultant 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 Annex G is made by the *Consultant* and/or any Sub-Consultant to the *Employer* 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 Annex G the *Employer* 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 *Employer*'s contract with the Former Consultant contains a contractual right in that regard which the *Employer* may enforce, or otherwise so that it requires only that the *Employer* 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 *Employer* 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 *Employer* at any time (provided that the *Employer* 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 *Employer*.

1.2. At least twenty (20) Working Days prior to the Service Transfer Date, the *Consultant* shall provide to the *Employer* or at the direction of the *Employer* to any Replacement Consultant and/or any Replacement Sub-Consultant:

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 *Employer* shall be permitted to use and disclose information provided by the *Consultant* under paragraphs 1.1 and 1.2 of Part D of this Annex G for the purpose of informing any prospective Replacement Consultant and/or Replacement Sub-Consultant.

1.4. The *Consultant* warrants, for the benefit of the *Employer*, any Replacement Consultant, and any Replacement Sub-Consultant that all information provided pursuant to paragraphs 1.1 and 1.2 of Part D of this Annex G 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 Annex G, the *Consultant* agrees, that it shall not, and agrees to procure that each Sub-Consultant 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 *Employer* (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 Sub-Consultant shall promptly notify, the *Employer* or, at the direction of the *Employer*, any Replacement Consultant and any Replacement Sub-Consultant of any notice to terminate employment given by the *Consultant* or relevant Sub-Consultant 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 *Employer* any information the *Employer* may reasonably require relating to any individual employed, assigned or engaged in providing the Services (subject to any limitations imposed by the Data Protection Legislation) including without limitation the Staffing Information and, upon reasonable request by the *Employer* and subject only to any limitation imposed by the Data Protection Legislation, the *Consultant* shall provide, and shall procure that each Sub-Consultant shall provide, the *Employer* or, at the direction of the *Employer* to a Replacement Consultant and/or any Replacement Sub-Consultant with access (on reasonable notice and during normal working hours) to such employment records as the *Employer* reasonably requests and shall allow the *Employer* or at the *Employer*'s direction, the Replacement Consultant and/or any Replacement Sub-Consultant to have copies of any such documents.

1.7. The *Consultant* shall provide, and shall procure that each Sub-Consultant shall provide, all reasonable cooperation and assistance to the *Employer*, any Replacement Consultant and/or any Replacement Sub-Consultant 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 Sub-Consultant shall provide, the *Employer* or, at the direction of the *Employer*, to any Replacement Consultant and/or any Replacement Sub-Consultant (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 *Employer* 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 Sub-Consultant. 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 *Employer* 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 Sub-Consultant (as the case may be) and each such Transferring Consultant Employee.

2.2. The *Consultant* shall, and shall procure that each Sub-Consultant 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 Sub-Consultant 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 the Sub-Consultant (as appropriate); and (ii) the Replacement Consultant and/or Replacement Sub-Consultant.

2.3. Subject to paragraph 2.4 of Part D of this Annex G, the *Consultant* shall indemnify the *Employer* and/or the Replacement Consultant and/or any Replacement Sub-Consultant 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 Sub-Consultant whether occurring before, on or after the Service Transfer Date;

2.3.2. the breach or non-observance by the *Consultant* or any Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 *Employer* and/or Replacement Consultant and/or any Replacement Sub-Consultant, 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 Sub-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 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 Sub-Consultant other than a Transferring Consultant Employee for whom it is alleged the *Employer* and/or the Replacement Consultant and/or any Replacement Sub-Consultant 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 Sub-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 *Employer* 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 Annex G 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant's failure, to comply with its obligations under the Employment Regulations.

2.5. If any person who is not a Transferring Consultant Employee claims, or it is determined in relation to any person who is not a Transferring Consultant Employee, that his/her contract of employment has been transferred from the *Consultant* or any Sub-Consultant to the Replacement Consultant and/or Replacement Sub-Consultant pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1. the *Employer* shall procure that the Replacement Consultant shall, or any Replacement Sub-Consultant 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 Sub-Consultant may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Consultant and/or any and/or Replacement Sub-Consultant 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 Sub-Consultant, the *Employer* shall procure that the Replacement Consultant shall, or procure that the Replacement Sub-Consultant 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 Annex G 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 *Employer* shall advise the Replacement Consultant and/or Replacement Sub-Consultant, 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 Sub-Consultant acting in accordance with the provisions of paragraphs 2.5 to 2.7 of Part D of this Annex G 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 Sub-Consultant against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 1.7 of Part D of this Annex G provided that the Replacement Consultant takes, or shall procure that the Replacement Sub-Consultant takes, all reasonable steps to minimise any such Employee Liabilities.

2.9. The indemnity in paragraph 2.8 of Part D of this Annex G

2.9.1. shall not apply to:

a) any claim for

a) 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

b) 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 Sub-Consultant; or

b) any claim that the termination of employment was unfair because the Replacement Consultant and/or Replacement Sub-Consultant 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 Annex G is made by the Replacement Consultant and/or Replacement Sub-Consultant 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 Annex G is neither re-employed by the *Consultant* or any Sub-Consultant nor dismissed by the Replacement Consultant and/or Replacement Sub-Consultant within the time scales set out in paragraphs 2.5 to 2.7 of Part D of this Annex G, such person shall be treated as a Transferring Consultant Employee and the Replacement Consultant and/or Replacement Sub-Consultant 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 Sub-Consultant shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Consultant 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 Sub-Consultant; and

2.11.2. the Replacement Consultant and/or the Replacement Sub-Consultant.

2.12. The *Consultant* shall, and shall procure that each Sub-Consultant shall, promptly provide to the *Employer* and any Replacement Consultant and/or Replacement Sub-Consultant, in writing such information as is necessary to enable the *Employer*, the Replacement Consultant and/or Replacement Sub-Consultant to carry out their respective duties under regulation 13 of the Employment Regulations. The *Employer* shall procure that the Replacement Consultant and/or Replacement Sub-Consultant shall promptly provide to the *Consultant* and each Sub-Consultant in writing such information as is necessary to enable the *Consultant* and each Sub-Consultant 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 Annex G, the *Employer* shall procure that the Replacement Consultant indemnifies the *Consultant* on its own behalf and on behalf of any Replacement Sub-Consultant 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 Sub-Consultant;

2.13.2. the breach or non-observance by the Replacement Consultant and/or Replacement Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultant (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 Sub-Consultant 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 Sub-Consultant, to the Replacement Consultant or Replacement Sub-Consultant 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 Sub-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 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 Sub-Consultant in relation to obligations under regulation 13 of the Employment Regulations.

2.14. The indemnities in paragraph 2.3 of Part D of this Annex G 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 Sub-Consultant (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 Sub-Consultant (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX 1: LIST OF NOTIFIED SUBCONSULTANTS

[Guidance Note: list of Notified Sub-Consultants to be inserted here as required.]

CONTRACT SCHEDULE 2 – TEMPLATE FORM OF COLLATERAL WARRANTY IN FAVOUR OF A BENEFICIARY

Form of Consultant/Subconsultant Collateral Warranty in favour of a Beneficiary

Dated_____20[ ]

(1) [Consultant]

(2) [Beneficiary]

[Consultant's][Subconsultant's] Collateral Warranty

relating to the
[insert details of Project]

Date:

Parties

(1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant**).

(2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Beneficiary**).

Introduction[2]

A [Insert Employer's details] (the "Employer") 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 Employer 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.

E The Beneficiary has paid £10 to the Consultant as consideration under this agreement the receipt and sufficiency of which the Consultant acknowledges.

Agreed terms

1 **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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	a professional appointment in writing dated [DATE] between the Employer[1] and the Consultant.
Project	[DESCRIPTION OF PROJECT].

[2] Adapt as appropriate to reflect a collateral warranty being provided by a Subconsultant rather than a Consultant.

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.

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 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to legislation is a reference to all legislation having effect in the United Kingdom from time to time, including:

1.8.1 directives, decisions and regulations of the Council or Commission of the European Union;

1.8.2 acts of Parliament;

1.8.3 orders, regulations, consents, licences, notices and bye-laws made or granted;

(a) under any act of Parliament; or

(b) under any directive, decision or regulation of the Council or Commission of the European Union; or

(c) By a local authority or by a court of competent jurisdiction; and

1.8.4 any mandatory codes of practice issued by a statutory body.

1.9 A reference to legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it 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 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 COMPLY WITH PROFESSIONAL APPOINTMENT

2.1 The Consultant warrants to the Beneficiary that

2.1.1 it has and shall continue to comply with the Professional Appointment:

2.1.2 it has exercised and shall continue to exercise the Required Standard:

(a) when performing the Services;

(b) to comply with (and ensure the completed Project complies with) any legislation;

(c) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible in sufficient time to facilitate the efficient progress of the Project;

(d) to ensure that the Project complies with all planning agreements, permissions and conditions; and

2.2 In proceedings for breach of this clause 2, the Consultant may:

2.2.1 rely on any limit of liability or other term of the Professional Appointment; and

2.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Employer[1], under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

2.3.1 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

2.3.2 any testing of any work, goods, materials, plant or equipment; or

2.3.3 any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Employer[1].

2.4 This agreement shall not negate or diminish any other duty or liability otherwise owed to the Beneficiary by the Consultant.

3 PROFESSIONAL INDEMNITY INSURANCE

3.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £[*insert level of professional indemnity insurance required to be maintained under the*

Professional Appointment] [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] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates. The Consultant shall maintain that professional indemnity insurance:

3.1.1 with reputable insurers lawfully carrying on insurance business in the European Union; and

3.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market.

3.2 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.

3.3 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.

3.4 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 the Consultant's then current professional indemnity insurance and that the premiums for that insurance have been paid in full at the date of that letter.

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 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 Project.

6 ASSIGNMENT

6.1 The Beneficiary may assign the benefit of this agreement:

6.1.1 on two occasions to any person with an interest in the Project; and

6.1.2 without counting as an assignment under clause 6.1.1:

(a) by way of security to a funder (including any reassignment on redemption of security); or

(b) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Consultant of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 6.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

7 **THIRD PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8 **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.

9 **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).

This agreement has been entered into as a deed on the date stated at the beginning of it.

CONTRACT SCHEDULE 3 – TEMPLATE FORM OF DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[ ]
BETWEEN:

(1) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (**"Guarantor"**); and

(2) [Insert the name of the Contracting Authority] which is a company incorporated in and accordance with the laws of [ ] (Company No. [ ] whose registered office address is at [ ] (**"Beneficiary"**)

WHEREAS:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Call Off Contract with the Consultant, to guarantee all of the Consultant's obligations under the Call Off Contract.

(B) It is the intention of the Parties that this Deed of Guarantee be executed and take effect as a deed.

The Beneficiary has paid £10 to the Guarantor as consideration under this Deed of Guarantee the receipt and sufficiency of which the Guarantor acknowledges

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Call Off Contract;

1.2 the words and phrases below shall have the following meanings:

Call Off Contract	means the agreement in writing between the Beneficiary and the Consultant dated [insert date of Call Off Contract];
Consultant	means the Consultant as defined in the Call Off Contract;
"Guaranteed Obligations"	means all obligations and liabilities of the Consultant to the Beneficiary under the Call Off Contract together with all obligations owed by the Consultant to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Call Off Contract;

1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call Off Contract) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.6 the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.9 unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Consultant duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Consultant to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Consultant to the Beneficiary under or in connection with the Call Off Contract or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Consultant shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Call Off Contract had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Consultant to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Consultant under the Call Off Contract.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all

legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Consultant's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

3.1 If the Call Off Contract is terminated for any reason, whether by the Beneficiary or the Consultant, or if the Call Off Contract is disclaimed by a liquidator of the Consultant or the obligations of the Consultant are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Call Off Contract and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Call Off Contract or under an agreement entered into on the same terms and at the same time as the Call Off Contract with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 [Address of the Guarantor in England and Wales]

4.1.2 For the Attention of [insert details]

or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Consultant and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Call Off Contract or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Consultant

of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Consultant, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Consultant for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Consultant of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Consultant or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Consultant or any third party, or to take any action whatsoever against the Consultant or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

6.1 Without prejudice to the generality of Clause 5 (Beneficiary’s protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Call Off Contract and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Consultant and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Consultant's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Consultant,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Consultant and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Consultant under or in connection with the Call Off Contract have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Consultant;

8.1.2 claim any contribution from any other guarantor of the Consultant's obligations under the Call Off Contract;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Call Off Contract or of any other guarantee or security taken pursuant to, or in connection with, the Call Off Contract;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Consultant; or

8.1.5 claim any set-off or counterclaim against the Consultant;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

(a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

(b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW

15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Consultant] [a suitable alternative to be agreed if the Consultant's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

TENDER QUERY SCHEDULE

DWP MAJOR PROJECTS 2019 COST MANAGEMENT - BATCH 2

Ref	Query	Date Received	Response	Date of Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

15				
16				
17				
18				
19				
20				

| Group (Category) | Type (Sub category) | Asset (Equipment type) | SFG20 task code | Virtual Asset | Floor | Space | Vicinity | Ownership | Alternative Asset ID | Tag required | Manufacturer | Model | Serial no | Year of Manufacture / Installation Date | Quantity | Condition Assessment | FF&E Furniture Condition A | FF&E Furniture Condition B | FF&E Furniture Condition C | FF&E Furniture Condition D | FF&E Furniture Condition X | Remaining Useful Life | Purchase Price (New Asset) | Under warranty (New Asset) | Warranty Expiry date | Functional capacity | Operational status (duty / standby, functioning etc.) | Energy Efficiency Rating | Equipment installed / upgraded as part of Energy Programme | Asset Label Location | Duty / Rating / Capacity / SWL | Rating Units | Refrigerant Type | Refrigerant Volume By Weight (Kg) | Number of TNVs | Fuel Type | Day Operation Fuel Tank | Bulk Fuel Tank | Heating / Cooling | Direct / Indirect Drive | RCD Fitted To DB | Side Working Pressure (Bar) | Number of Ways / Phases | Battery Type | Number Of Zones | Number Of Call Points | Fire Suppression Agent | Shower Type (M or E) | No of Shower Heads | Thermostatic Safety Valve (TMV) | Number of Landings | Lift Type | Height (m) | Width (m) | Length (m) | Area (m2) | Material | Virtual Asset. Red=disagree, green = agree |
|---|---|---

DWP asset taxonomy. Data standards V19

Group (Category)	Type (Sub category)	Asset (Equipment type)	SFG20 task code	Virtual Asset	Floor	Space	Vicinity	Ownership	Alternative Asset ID	Tag required	Manufacturer	Model	Serial no	Year of Manufacture / Installation Date	Quantity	Condition Assessment	FF&E Furniture Condition A	FF&E Furniture Condition B	FF&E Furniture Condition C	FF&E Furniture Condition D	FF&E Furniture Condition X	Remaining Useful Life	Purchase Price (New Asset)	Under warranty (New Asset)	Warranty Expiry date	Functional capacity	Operational status (duty / standby, functioning etc.)	Energy Efficiency Rating	Equipment installed / upgraded as part of Energy Programme	Asset Label Location	Duty / Rating / Capacity / SWL	Rating Units	Refrigerant Type	Refrigerant Volume By Weight (Kg)	Number of TRVs	Fuel Type	Day Operation Fuel Tank	Bulk Fuel Tank	Heating / Cooling	Direct / Indirect Drive	RCD Fitted To DB	Side Working Pressure (Bar)	Number of Ways / Phases	Battery Type	Number Of Zones	Number Of Call Points	Fire Suppression Agent	Shower Type (M or E)	No of Shower Heads	Thermostatic Safety Valve (TMV)	Number of Landings	Lift Type	Height (m)	Width (m)	Length (m)	Area (m2)	Material	Virtual Asset. Red=disagree, green = agree
		Emergency Lighting - Non-maintained Fittings		Y	Y											Y							Y																																				
		Illuminated Signage	36-03	Y	Y										Y	Y							Y																																				Y
		External Lighting including Illuminated Signs	36-04	Y	Y										Y	Y							Y																																				Y
		Lighting - Switches - Internal and External	36-02		Y	Y					Y	Y		Y		Y							Y				Y																														
	Lightning Protection System	Lightning Conductor and Earth	38-01		Y	Y					Y			Y		Y							Y																																		
	Power Generation	Power Generation - Stand-by Generator	43-02		Y	Y				Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KVA				Y																			
		Batteries - Lead Acid - Unsealed	43-03		Y	Y				Y	Y			Y		Y							Y								Next to ma	Y	AH									Y															
		Combined Heat and Power (CHP) - Gaseous	43-08		Y	Y				Y	Y	Y	Y	Y		Y							Y				Y				Next to ma	Y	AH																								
		Uninterruptible Power Supplies	43-05		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KVA									Y															
		Photovoltaics	43-06		Y	Y					Y	Y		Y		Y							Y									Y	KVA																								
		Wind Turbine			Y	Y	Y			Y	Y	Y		Y		Y							Y								Next to ma	Y	KVA																								
Fire Detection and Protection	Fire Detection	Fire Alarm System	22-01		Y	Y				Y	Y	Y	Y	Y		Y							Y								On Front Of Panel										Y	Y	Y													
		Fire Alarms - Associated Equipment	22-02	Y											Y																																									Y
		VESDA			Y	Y				Y	Y	Y		Y		Y							Y								On Front Of Panel																									
		Firemans switch			Y	Y										Y							Y																																
	Fire Protection	Sprinkler Systems	23-14		Y	Y								Y		Y							Y									Y	L/s																Y					
		Hose Reels - Pressure Boosting Sets	23-02		Y	Y					Y	Y		Y		Y							Y																																
		Hose Reels - Static or Swinging	23-03	Y	Y									Y	Y	Y							Y																																
		Expansion Foam Systems	23-07		Y	Y					Y			Y		Y							Y																																
		Fire Extinguishers - Gas Suppression (Portal	23-08	Y	Y										Y								Y																																Y
		Fire Extinguishers - Carbon Dioxide	23-09	Y	Y										Y								Y																																Y
		Fire Extinguishers - Foam (Stored Pressure)	23-10	Y	Y										Y								Y																																Y
		Fire Extinguishers - Powder (Gas Cartridge)	23-11	Y	Y										Y								Y																																Y
		Fire Extinguishers - Water (Gas Cartridge)	23-12	Y	Y										Y								Y																																Y
		Fire Extinguishers - Water Stored Pressure	23-13	Y	Y										Y								Y																																Y
		Fire Blankets	87-06	Y	Y										Y								Y																																Y
		Kitchen Hood Fire Suppression	23-16		Y	Y					Y			Y		Y							Y																															Y			
		Rising Fire Mains and Hydrants	23-04		Y	Y	Y							Y		Y							Y																																	
		Fire Suppression System Foam			Y	Y	Y				Y	Y		Y		Y							Y									Y																			Y			
		Fire Suppression System Gas			Y	Y	Y				Y	Y		Y		Y							Y									Y																			Y			
		Fire Suppression System Reacton			Y	Y	Y				Y	Y		Y		Y							Y									Y																			Y			
		Fire Shutters	23-18		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to manuf	data pl																							
		Fire Doors	23-17		Y	Y				Y				Y		Y							Y								Next to manuf	data plate																							
		Fire Door Automatic Release Mechanisms	87-07		Y	Y	Y							Y		Y							Y																																
		Fire Exit Signage	87-09		Y	Y										Y							Y																																
	Smoke Control	Extract Fans - Including Fire/Smoke Extract	20-08		Y	Y	Y			Y	Y	Y		Y		Y							Y								Next to ma	Y	m3 / s																							
		Smoke Curtains	52-04		Y	Y								Y		Y							Y																																
Fuel & Storage	Fuel Storage	Storage Tanks - Oil	56-05		Y	Y	Y			Y				Y		Y							Y								Next to ma	Y	L			Y	Y	Y																	
		Oil Storage Tanks - Above Ground	87-18		Y	Y	Y			Y				Y		Y							Y								Next to ma	Y	L																							
		Underground Oil Storage Tanks	56-06		Y	Y	Y			Y				Y		Y							Y								Next to ma	Y	L			Y	Y	Y																	
		Storage Tanks - Liquefied Petroleum Gas (LP	56-04		Y	Y	Y			Y	Y	Y		Y		Y							Y								Next to ma	Y	L				Y	Y																	
	Fuel Distribution	Gas Meter	87-15		Y	Y			MPRN	Y																				Next to ma	Y	m3 / hr																							
		Fuel Meter			Y	Y				Y																				Next to ma	Y																							
		oil Meter	87-16		Y	Y				Y																				Next to manuf	data plate																							
		Pump (Fuel Transfer)			Y	Y				Y				Y		Y							Y				Y				Next to ma	Y					Y																			#N/A
		Fuel Oil Distribution and Pipework using M	07-04	Y	Y										Y	Y							Y														Y																	Y
Heating	Heat Emitters	Heat Emitters	28-01		Y	Y					Y	Y		Y		Y							Y						Y			Y	KW		Y																		
		Radiators and Vents	28-08	Y	Y										Y	Y							Y									Y	KW		Y																		Y
		Oil Fired Space Heaters	05-46		Y	Y					Y	Y		Y		Y							Y						Y			Y	KW									Y											
		Gas Fired Ceramic Plaque Infra-Red Heaters	28-02		Y	Y								Y		Y							Y									Y	KW																					
		Gas Radiant Tube Heaters	28-03		Y	Y								Y		Y							Y									Y	KW																					
	Gas Fired Heaters	Gas Fire	28-05		Y	Y								Y		Y							Y									Y	KW																					
		Gas Fired Unit Heaters	28-06		Y	Y								Y		Y							Y									Y	KW																					
		Gas Fired Radiant Heaters	28-07		Y	Y								Y		Y							Y									Y	KW																					
		Gas Fired Natural and Fan Assisted Heaters	28-04		Y	Y	Y							Y		Y							Y						Y			Y	KW																					
		Gas Fired Natural and Fan Assisted Heaters	28-04		Y	Y	Y							Y		Y							Y						Y			Y	KW																					
	CHP Unit	Combined Heat and Power (CHP) - Diesel F	43-07		Y	Y				Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW					Y			Y														#N/A
	Heating Boiler	Atmospheric Gas Burner - Free Standing Bo	05-03		Y	Y				Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW								Y														
		Atmospheric Gas Burner - Condensing Boile	05-04		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Blown Gas Burner Condensing Boiler	05-10		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Blown Gas Burner Modular Boiler	05-11		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Forced Draught Gas Condensing Boiler	05-12		Y	Y	Y			Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW								Y														
		Combination Atmospheric Burner Gas Boile	05-29		Y	Y	Y			Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW								Y														
		Boilers MTHW up to 120PC	05-14		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Oil Boiler			Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Forced Draught (Pressure Jet) Oil Condensi	05-13		Y	Y	Y			Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW								Y														
		Waste and Wood Burning Appliances (inclu	05-27		Y	Y	Y			Y	Y	Y	Y	Y		Y							Y						Y		Next to ma	Y	KW								Y														
		Boilers LTHW Up to 95PC	05-23							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Atmospheric Gas Burner Boiler - Small and	05-28							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Packaged Steam Generators	05-34							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Packaged Steam Generators - Electric	05-35							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Biomass Boiler	05-38							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW								Y														
		Gas Incinerator	05-41							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW																						
		Waste Incinerator	05-42							Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KW																						
		Flues (All Combustible Fuels)	24-01	Y	Y									Y	Y	Y							Y																																
	Burners	Atmospheric Gas Burners	07-01		Y	Y					Y	Y	Y	Y		Y							Y																																
		Blown Gas Burner	07-02		Y	Y					Y	Y	Y	Y		Y							Y																																
		Forced Draught Gas Burner	07-03		Y	Y					Y	Y	Y	Y		Y							Y																																
		Gas/Oil Burners - Dual Fuel	07-07		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y				Y																			
	Heat Exchangers	Plate Heat Exchangers	29-06		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y																							
		Heat Exchangers - Coils	29-01		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y																							
		Plate Recuperator	29-03		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y																							
		Heat Recovery Units	29-09		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y																							
		Heating Calorifiers - MTHW, HTHW or Stea	29-08		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	L																						
		Thermal Wheels - Rotary Heat Regenerator	29-04		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y																							
Ventilation	Air Handling	Air Handling Units - General	03-01		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	m3 / s															Y	Y							#REF!
		Ventilating Fans - General	20-02		Y	Y					Y			Y		Y							Y									Y	m3 / s															Y	Y							#REF!
		Centrifugal Fans	20-03		Y	Y					Y			Y		Y							Y									Y	m3 / s															Y	Y							#REF!
		Axial Fans	20-04		Y	Y					Y			Y		Y							Y									Y	m3 / s															Y	Y							#REF!
		Kitchen Extract/Ventilation System	17-02		Y	Y				Y	Y			Y		Y							Y								Next to ma	Y	m3 / s															Y	Y							#REF!
	Terminal Units	Terminal Units - VRV Systems	59-07		Y	Y																																																		
		Terminal Units - Fan Coil	59-06	Y	Y						Y	Y	Y	Y	Y	Y							Y										Y																Y						
		Terminal Units - Induction Units	59-05		Y	Y					Y	Y		Y		Y							Y										Y																Y						
		Terminal Units Vav - Self Powered	59-01		Y	Y					Y	Y		Y		Y							Y																																
		Terminal Units Vav - Fan Powered	59-02		Y	Y					Y	Y		Y		Y							Y																																
		Terminal Units Vav - Pneumatic Powered	59-03		Y	Y					Y	Y		Y		Y							Y																																
		Terminal Units - Constant Volume including	59-04		Y	Y					Y	Y		Y		Y							Y																																
		Chilled Beams	59-08		Y	Y					Y	Y		Y		Y							Y										Y	KW																	Y			
	Ductwork	Ductwork System - General	16-02	Y	Y									Y	Y	Y							Y																																
		Air Pressure Relief Damper	02-02		Y	Y								Y		Y							Y																																
		Grilles and Diffusers	26-01	Y	Y									Y	Y	Y							Y																																
		Ducting - Volume Control Dampers and Fire	16-03	Y	Y									Y	Y	Y							Y																																
	Filters	Electrostatic Filters	21-03		Y	Y					Y	Y		Y		Y							Y																																
		Louvres, Bird and Insect Screens	26-02		Y	Y								Y		Y							Y																																
		Air Filters	21-02		Y	Y								Y		Y							Y																																
	Humidifiers	Humidifiers - Direct Steam Injection Type	33-02		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	Kg/hr																							
		Humidifiers - Spray	33-08		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	Kg/hr																							
		Humidifiers - Electrode Boiler	33-03		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	Kg/hr																							
		Humidifiers - Cold Water Evaporator, Drum	33-01		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	Kg/hr																							
Transport & Lifting Equipment	Transport	Powered Pallet Truck	84-31		Y						Y	Y		Y		Y							Y									Y	KG																							
		Ride on Pallet Truck	84-24		Y						Y	Y		Y		Y							Y									Y	KG																							
	Vertical Transportation, Lifts	Vertical Platform Lifts	82-01		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG															Y								#N/A
		Escalators And Moving Walkways	82-02		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG															Y								#N/A
		Hydraulic Lifts	82-03		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG															Y								#N/A
		Inclined Platform Lift and Stair Riser	82-04		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG															Y								#N/A
		Traction Lifts	82-05		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG															Y								#N/A
	Lifting Equipment	Lifting Beams	84-23		Y	Y				Y				Y		Y							Y								Next to ma	Y	KG																							
		Chain Block and Anchorage	84-07											Y		Y							Y									Y	KG																							
		Chain Block and Trolley	84-08											Y		Y							Y									Y	KG																							
		Electric Chain Block	84-13		Y	Y				Y	Y	Y		Y		Y							Y								Next to ma	Y	KG																							
		Metal Mesh Sling	84-25											Y		Y							Y									Y	KG																							
		Rigging Hooks	84-35											Y		Y							Y									Y	KG																							
		Scissor Lift	84-37		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG																							
		Shackle	84-38											Y		Y							Y									Y	KG																							
		Steel Chain Sling	84-40											Y		Y							Y									Y	KG																							
		Wire Rope Sling	84-54											Y		Y							Y									Y	KG																							
		Dock Leveller	84-12		Y	Y				Y	Y	Y	Y	Y		Y							Y								Next to ma	Y	KG																							
		Eyebolts used for Personal Fall Protection	81-04		Y	Y								Y		Y							Y									Y	KG																							
	Access Equipment	Mobile Platform									Y			Y		Y							Y									Y	KG																							
		Mobile Elevating Work Platform (MEWP)			Y						Y	Y		Y		Y							Y									Y	KG																							
		Mobile Scaffold Tower									Y			Y		Y							Y									Y	KG																							
	Cradles	Suspended/Facade Access Equipment (SAE	73-01		Y			Y			Y			Y		Y							Y								Next to ma	Y	KG																							
Pressure Vessels	Pressure Vessels	Pressure Vessel			Y	Y					Y	Y	Y	Y		Y							Y								Next to ma	Y	L			Y																				
	Compressed Air Plant	Air Compressors and Receivers	40-08		Y	Y					Y	Y	Y	Y		Y							Y								Next to ma	Y	m3 / s				Y				Y														#N/A
		Air Compressors Compressed Air Dryers	40-09		Y	Y					Y	Y	Y	Y		Y							Y								Next to ma	Y	m3 / s				Y				Y														#N/A
		Pneumatic Equipment/Compressed Air Syst	40-07		Y						Y			Y		Y							Y																																
Specialist	Car Wash	Automatic Drive Through Car Wash			Y	Y	Y				Y	Y		Y		Y							Y																																
		Jet Wash			Y	Y	Y				Y	Y		Y		Y							Y																																

DWP asset taxonomy. Data standards V19

| Group (Category) | Type (Sub category) | Asset (Equipment type) | SFG20 task code | Virtual Asset | Floor | Space | Vicinity | Ownership | Alternative Asset ID | Trig required | Manufacturer | Model | Serial no | Year of Manufacture / Installation Date | Quantity | Condition Assessment | FF&E Furniture Condition A | FF&E Furniture Condition B | FF&E Furniture Condition C | FF&E Furniture Condition D | FF&E Furniture Condition X | Remaining Useful Life | Purchase Price (New Asset) | Under warranty (New Asset) | Warranty Expiry date | Functional capacity | Operational status (duty / standby, functioning etc.) | Energy Efficiency Rating | Equipment installed / upgraded as part of Energy Programme | Asset Label Location | Duty / Rating / Capacity / SWL | Rating Units | Refrigerant Type | Refrigerant Volume By Weight (Kg) | Number of FTA's | Fuel Type | Day Operation Fuel Tank | Bulk Fuel Tank | Heating / Cooling | Direct / Indirect Drive | RCD Fitted To DB | Safe Working Pressure (Bar) | Number of Ways / Phases | Battery Type | Number Of Zones | Number Of Call Points | Fire Suppression Agent | Shower Type (M or E) | No of Shower Heads | Thermostatic Safety Valve (TMV) | Number of Landings | Lift Type | Height (m) | Width (m) | Length (m) | Area (m2) | Material | Virtual Asset. Red=disagree, green = agree |
|---|---|---

DWP asset taxonomy. Data standards V19

| Group (Category) | Type (Sub category) | Asset (Equipment type) | SFG20 task code | Virtual Asset | Floor | Space | Vicinity | Ownership | Alternative Asset ID | Tag required | Manufacturer | Model | Serial no | Year of Manufacture / Installation Date | Quantity | Condition Assessment | FF&E Furniture Condition A | FF&E Furniture Condition B | FF&E Furniture Condition C | FF&E Furniture Condition D | FF&E Furniture Condition X | Remaining Useful Life | Purchase Price (New Asset) | Under warranty (New Asset) | Warranty Expiry date | Functional capacity | Operational status (duty / stand-by, functioning etc.) | Energy Efficiency Rating | Equipment installed / upgraded as part of Energy Programme | Asset Label Location | Duty / Rating / Capacity / SWL | Rating Units | Refrigerant Type | Refrigerant Volume By Weight (Kg) | Number of TRVs | Fuel Type | Day Operation Fuel Tank | Bulk Fuel Tank | Heating / Cooling | Direct / Indirect Drive | RCD Fitted To DB | Safe Working Pressure (Bar) | Number of Ways / Phases | Battery Type | Number Of Zones | Number Of Call Points | Fire Suppression Agent | Shower Type (M or E) | No of Shower Heads | Thermostatic Safety Valve (TMV) | Number of Landings | Lift Type | Height (m) | Width (m) | Length (m) | Area (m2) | Material | Virtual Asset. Red=disagree, green = agree |
|---|---|---

Floor nomenclature V1

Floor name Required
Basement
Lower Ground Floor
Ground floor
1st Floor
2nd Floor
3rd Floor
4th Floor
5th Floor
6th Floor
7th Floor
8th Floor
9th Floor
10th Floor
11th Floor
12th Floor
13th Floor
14th Floor
15th Floor
16th Floor
17th Floor
18th Floor
Car Park
Roof
External Areas
All Floors

Space nomenclature V1

Space Name Required
Auditorium
Basement
Board Room
Boiler Room
Break Room
Canteen
Car Park
Changing Room
Classroom
Cleaners Room
Cloakroom
Comms Room
Computer Room
Conference Room
Control Room
Corridor
Data Room
Electrical Riser
Elevator
Entrance
External Area
Fileroom
First Aid Room
Foyer
Garden
Gym
Hall
Hand Wash Area
Kitchen
Kitchenette
Job Centre Foh
Laundry Room
Library
Lift Lobby
Loading Bay
Lobby
Locker Room
Mail Room
Mech Riser
Media Room
Medical Inspection
Meeting Room
Mezzanine

Space nomenclature V1

Space Name Required
Office
Pantry
Plant Room
Portacabin
Pot Wash
Print Room
Pump House
Quiet Room
Ramp
Reception
Restaurant
Restroom
Roof
Security
Server Room
Sewage Facility
Shower Room
Stage
Stairwell
Store Room
Switch Room
Tank Room
Toilet
Training Room
Ups Room
Waiting Room
Washroom
Waste Compound
Wing
Work Room
Workspace
All Areas

EXPERTISE

sodexo
QUALITY OF LIFE SERVICES

PROJECT INFORMATION REQUIREMENTS

Document status					
Revision	Date	Status or comment	Prepared by	Checked by	Authorised by
1.0	1/2/19	Final	WB		

Overview

Along with the standard handover documentation to be issued at stage 6, a building information model and COBie files will be required to meet the requirements of Level 2 BIM. The level of information should be sufficient to meet the attribute requirements in the Asset Taxonomy.

Information & Management standards

The following standards should be adhered to:

- BS EN ISO 19650-1 - Organization and digitization of information about buildings and civil engineering works, including building information modelling -- Information management using building information modelling: Concepts and principles
- BS EN ISO 19650-2: Organization and digitization of information about buildings and civil engineering works, including building information modelling -- Information management using building information modelling: Delivery phase of the assets
- PAS 1192-3:2014 - Specification for information management for the operational phase of assets using building information modelling (BIM)
  BS 1192-4:2014 - Collaborative production of information. Fulfilling employer's information exchange requirements using COBie. Code of practice
- PAS 1192-5:2015 - Specification for security-minded building information modelling, digital built environments and smart asset management
- BS 8536-1:2015 - Briefing for design and construction. Code of practice for facilities management (Buildings infrastructure)
- BS 8536-2:2016 - Briefing for design and construction. Code of practice for asset management (Linear and geographical infrastructure)
- NBS Model Object Standard-version 2: 2018
- SFG20 – Asset classification
- RIBA Plan or work 2013
- COBie-UK-2012 (Construction Operations Building information exchange) Version
- CIC BIM protocol

Models

Models should be linked with the relevant insertion points.

Model to be 'detached from central'.

Work sets should be removed from the model.

A ‘master’ general arrangement view for each floor is to be clearly identified.

Additional views, sections and schedules may be left within the model.

Models should be provided by discipline

Models should be provided in their native format

Model Disciplines

Models should be split into the following disciplines:

Architectural

Structural

M.E.P. Services

Civil and Grounds

IFC Requirements: The 3D model is to be provided within the latest Industry Foundation Class (IFC) format for use in lifecycle software and viewing of extended data within the BIM.

Exchange Formats

Information can be accepted in the following formats:

Autodesk Revit	(file type .Rvt)
Unified Navis Works Model	(file type NWD, NWC, NWF)
IFC exports from Authoring Software	(file type IFC)
Drawing Web Format	(file type DWF/DWFx)
Drawing Exchange format	(file type DXF)
Drawing format	(file type DWG)
Bentley Microstation	(file type DGN)
Authoring Software Native Format	(if Revit is not used)
Portable Document File	(file type PDF)

Coordinates

The project team should ensure that models are set out using common coordinates. Where applicable, northing and easting coordinates should be defined and these coordinates, together with any origin rotation/datum, should be provided to the project team.

Extended Data

Extended data provided by the manufacturer/contractor within the BIM object should be retained within the model. Any external data sources such as product data sheets should be provided within the O&M manuals.

An electronic copy of the model should be provided at handover in Autodesk Revit or other approved exchange format.

Requirements for COBie and Asset Data

The asset taxonomy sets out the attributes required for each asset.

The floor and space nomenclature should be adopted.

An electronic copy of the COBie data should be provided at handover in MS Excel format.

Contract Schedule 2: DWP Major Projects 2019 – Batch 2: McBains Proposal dated 11th November 2019

Response to ITT: DWP Major Projects 2019 – Batch 2

PMFDTS-0701-2019*

Department for Work and Pensions

November 2019

McBains

Volume 2

Further Competition Pro-Forma

McBains

Department for Work & Pensions

Mini Competition

CCS Framework RM3741

Project Management, BAU

APPENDIX D

TENDER QUESTIONS

1	COMPLIANCE PASS/FAIL QUESTIONS		Pass/Fail
Please Note: The following questions are Pass / Fail, therefore if a Tenderer cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Tenderer should confirm by deleting the inappropriate answer.			
1.1	Has a PDF copy of the **Employers Liability** insurance certificate been submitted to CCS within the last 12 months?	Yes	
1.2	Has a PDF copy of the **Public Liability** insurance certificate been submitted to CCS within the last 12 months?	Yes	
1.3	Has a PDF copy of the **Professional Indemnity** insurance certificate been submitted to CCS within the last 12 months?	Yes	
1.4	Has a **signed and dated** PDF copy of the signed **Tender Certificate** been submitted?	Yes	
1.5	Has a statement on how Conflicts of Interest will be addressed been provided?	Yes	
1.6	Does the tenderer accept the Form of Contract (including DWP specific amendments)	Yes	

PLEASE ANSWER ALL THE FOLLOWING QUESTIONS

If the Tenderer fails to answer each sub question part of each question it shall result in the tenderer being awarded 0 marks for that entire question.

Please note that the word/page limits inserted in brackets after each question are not to be exceeded. Responses will be ignored to the extent they exceed the relevant word/page limit, inclusive of attachments. Please refer to the Invitation to Tender letter for further instructions

1. Compliance Assessment – PASS/FAIL

1.1 Insurance requirements:

1.1.1 Please provide confirmation that you have the minimum cover, and have supplied PDF copies of insurance documents relating to, in respect of:

a. £5m Employers liability insurance;

b. £5m Public liability insurance;

c. £2m Professional Indemnity insurance.

Please see attached insurance certificates at the end of this document.

1.2 Tender Certificate

1.2.1 Please provide (a PDF scanned copy) of the signed and dated Tender Certificate (without any caveats and un-authorized amendments).

Please see signed certificate in Appendix H of this document.

1.3 Conflict of Interest

1.3.1 All Tenderers must provide a statement of how they will deal with any current conflict of interest, or one which may arise during the provision of the services (including conflicts within the supply chain) Conflicts may include where Tenderers are:

a. Currently working for or advising the landlord of the site where the project is being delivered

b. Currently working for or advising Contractors who are on the DWP Estates Contractor Framework and who may in the future be selected to work on this project

McBains can confirm no conflict of interest (current or arising), for provision of these services. Our system for identifying, mitigating and monitoring conflicts is comprehensive and is integral to our way of working

1.4 Form of Contract

1.4.1 Does the Tenderer accept the Form of Agreement specified in APPENDIX I which is based upon Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) inclusive of DWP amendments as highlighted.

Yes, McBains confirms it accepts the Form of Agreement as specified in Volume 5

2. Approach to Supply Chain (10%)

2.1 Demonstrate your supply chain (or absence of) and how they will be appointed and managed.

- The response should cover how you will ensure your supply chain can provide DWP services to the required quality standards.
- Please state what aspects of the services you require your sub-contracted partners to provide and all other services not stated will be self-delivered by your organisations' directly employed staff. ***(Maximum 1000 words - 10%)***

Please see Appendix D (Q2-4).

3. Approach to Service Delivery (20%)

3.1 Demonstrate the approach to be taken in the delivery of DWP's project Scope of Works.

- The response shall explain how relevant expertise, knowledge, skills, systems, processes and technology will enhance delivery. ***(Maximum 800 words - 5%)***

3.2 Please confirm the Tenderers key personnel proposed to be used in delivering the services including rationale for their appointment.

- The response should include an organogram, and CV's for those proposed,inclusive of location and grade. ***(Maximum 800 words for narrative as to why these key personnel are being selected and proposed; 1 side A4 for organogram; CVs of up to five key personnel at 1 side A4 per CV - 5%)***

3.3 Provide a detailed method statement for delivery (split by workplan stages) of the services specified in the ITT and allowed for in the proposed price particularly drawing on you approach and success with similar projects.

- The response should explain the approach that will be taken to produce a Stage 2 design report and for PM's to provide monthly reporting
- Please include an explanation as to how the location of proposed key personnel and supporting systems technology will inform the methodology, and working arrangements, whilst at all times ensuring strong commercial control and effective stakeholder communications. ***(Maximum 1000 words - 10%)***

Please see Appendix D (Q2-4).

4. Availability and management of personnel in the timescales required(10%)

4.1. Demonstrate the approach to mobilisation and management of the required resource to support successful delivery of Project services.

- Your response should illustrate how this will flex to meet the changing resource demands of the work stages and DWP's overarching programme plan. **(Maximum 1000 words - 7%)**

4.2 State your approach to providing competent and timely cover for holiday leave, sickness or staff leaving to ensuring full continuity of a quality service to the Client. (**Maximum 250 words - 3%)**

Please see Appendix D (Q2-4).

REDACTED

Appendix D

Ref: Q2-4

McBains

Appendix H

Tender Certificate

McBains

Department for Work & Pensions

Mini Competition

CCS Framework RM3741

Multidiscipline Services for DWP BAU Projects 2019 – 2020 Financial Year

APPENDIX H

Project Title: Multidiscipline Services for DWP Major Projects 2019/20 – Batch 2

Services: Multidiscipline Services

TENDER CERTIFICATE

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

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

I/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 DWP to cancel any contract currently in force and will result in my/our exclusion from the list of Tenderers invited to Tender and/or exclusion of my/our Tender.

I/we hereby certify that I/we have/will not canvassed any Director, employee, representative or adviser of DWP in connection with the proposed award of the contract by DWP and that no person employed by me/us or acting on my/our behalf, or advising me/us, has/will done any such act.

I/we confirm that save as expressly provided for, the Tenderer undertakes to keep confidential all information concerning is ITT and all other information concerning the business and affairs of DWP which the tender has received or obtained in connection with this ITT, or in discussion relating to it.

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 10 business days of such acceptance (or otherwise as agreed with DWP).

I/We agree that DWP may disclose the Contractor's information/documentation (submitted to DWP 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.

I/we hereby certify that I/we have not canvassed any Minister, Director, employee, representative or adviser of DWP in connection with the proposed award of the Contract by DWP, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

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

Statement of non-collusion

The essence of selective Tendering for the Contract is that DWP shall receive bona fide competitive Tenders from all Tenderers.

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

I/we also certify that I/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 DWP, the amount or approximate amount of my/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; or

(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

I/we confirm that, based on the information provided in the ITT and in the general public domain I/we would have no conflicts of interest in respect of providing the Services if offered this appointment. I/We confirm that, should I/we be successful in this further competition, I/ we shall not act for or otherwise advise any Contractor and/or private sector entity on any Capital Project under which DWP directly and/or as part of a supply chain could appoint us.

I/we agree that DWP may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

I/we confirm that the Tender remains valid for a minimum of six months from the date of this Tender Certificate.

I/we confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed: [redacted]

Name:

Position

Witnessed: [redacted]

Name: .....

Position: ...

For and on behalf of ***[Tenderer]***

.....McBains Ltd.....

REDACTED

Commercial/Price Response

Resource Allocation & Fees - Appendix E

McBains

Insurances

McBains

PROFESSIONAL INDEMNITY INSURANCE

We confirm the following details relating to our client's Professional Indemnity Insurance:

Insured:	**MBC Group Ltd** **McBains Ltd** **McBains Cooper International Ltd** **McBains Cooper Helias Technical Consulting SA** **And all associates, subsidiary and/or previous practices and/or predecessor firms**
Address:	**5 Manchester Square** **London** **W1U 3PD**
Lead Insurer:	**Royal & Sun Alliance Insurance plc and a panel of co-insurers**
Period of Insurance:	**29 July 2019 to 28 July 2020**
Policy Number:	**18/1/03330**
Limit of Indemnity:	**A sum not less than £10,000,000 any one claim and unlimited in the period of insurance but subject to separate aggregate limits of indemnity for all claims in the period relating to** • **pollution or contamination** • **asbestos** • **fire safety notifications**

Signed: .....

Carl Evans
Partner
Managing Director - Professional Risks

Date: **29 July 2019**

The policy is subject to the insuring agreements, exceptions, exclusions, limitations, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

Professional Risks is a division Griffiths & Armour, a partnership which is authorised and regulated by the Financial Conduct Authority in the United Kingdom

Insurance Brokers
12 Princes Parade
Princes Dock
Liverpool L3 1BG

0151 236 5656
info@griffithsandarmour.com
griffithsandarmour.com

EVIDENCE OF COVER

EMPLOYERS' LIABILITY INSURANCE

We confirm the following details relating to our client's Employers' Liability Insurance

Insured:	**McBains Ltd**
Insurers:	**RSA Insurance Plc**
Period of insurance:	**1st April 2019 to 31st March 2020**
Policy Number:	**WSP000720**
Limit of indemnity:	**Not less than £5,000,000 any one occurrence and unlimited in the Period of Insurance.**
Exclusions:	**Offshore work including travelling to and from offshore installations**

Matthew Donnelly
Partner

Managing Director – Insurance Brokers

Griffiths & Armour
Insurance Brokers

Date: 29th March 2019

The policy is subject to policy terms, exclusions, conditions and exceptions contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

Partners:
S H Bamforth MA FCII N A Brace ACII D J Whalley BA (Hons) FCA C Evans BA (Hons) FCII
M Donnelly BA (Hons) BPI ACII D J Haram R H Trotter ACII P Berg BSc
C J Edwards ACII FIRM S J Keenan BSc (Hons) ACII Griffiths & Armour Ltd

Insurance Brokers is a division of Griffiths & Armour, a partnership which is authorised and regulated by the Financial Conduct Authority in the United Kingdom

Chartered

Insurance Brokers
12 Princes Parade
Princes Dock
Liverpool L3 1BG

0151 236 5656
info@griffithsandarmour.com
griffithsandarmour.com

EVIDENCE OF COVER

PUBLIC AND PRODUCTS LIABILITY INSURANCE

We confirm the following details relating to our client's Public and Products Liability Insurance

Insured:	**McBains Ltd**
Insurers:	**RSA Insurance Plc**
Period of insurance:	**1st April 2019 to 31st March 2020**
Policy Number:	**GANDA 02205**
Limit of indemnity:	**Not less than £5,000,000 any one occurrence and unlimited in the period of insurance but subject to separate aggregate limits of indemnity for all claims in the period of insurance relating to:** ▪ **Products Liability** ▪ **Pollution or contamination**

Matthew Donnelly
Partner

Managing Director – Insurance Brokers

Griffiths & Armour
Insurance Brokers

Date: 29th March 2019

The policy is subject to policy terms, exclusions, conditions and exceptions contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

Partners:
S H Bamforth MA FCII N A Brace ACII D J Whalley BA (Hons) FCA C Evans BA (Hons) FCII
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C J Edwards ACII FIRM S J Keenan BSc (Hons) ACII Griffiths & Armour Ltd

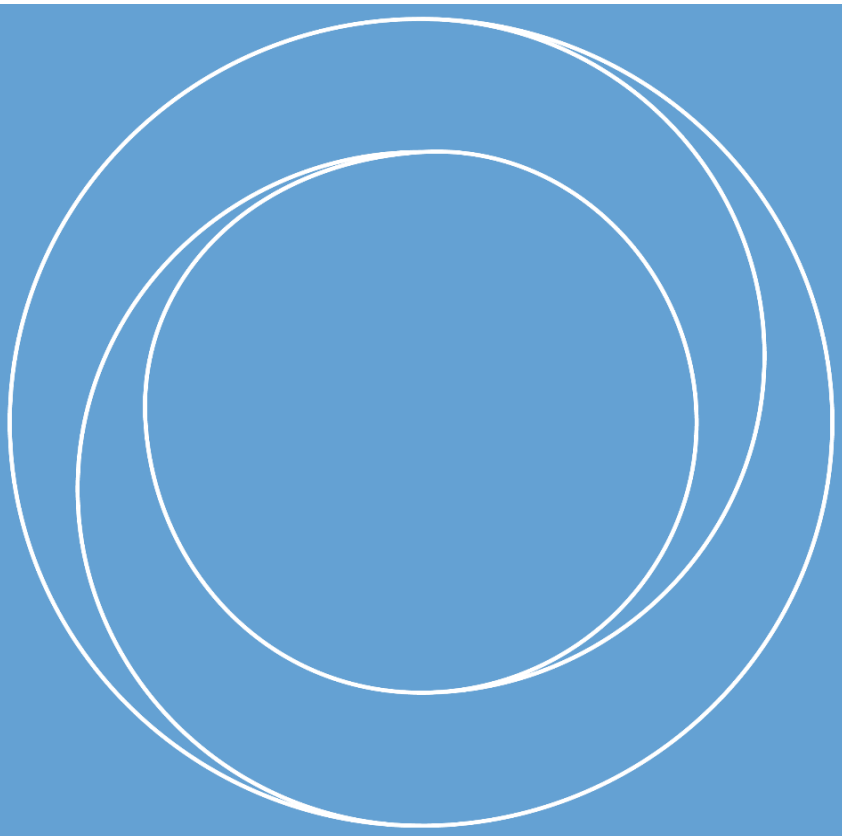
Insurance Brokers is a division of Griffiths & Armour, a partnership which is authorised and regulated by the Financial Conduct Authority in the United Kingdom

Chartered

Contract Schedule 3: Government Commercial Function Supplier Code of Conduct

You can find the latest version of the Supplier Code of Conduct published on: https://www.gov.uk/government/publications/supplier-code-of-conduct unless specified otherwise.

Government
Commercial
Function



Supplier Code of Conduct v2

Delivering better public services together

February 2019

HM Government
Supplier Code of Conduct v2
Foreword

The first edition of the Supplier Code of Conduct, launched in September 2017, recognised that government relies on its suppliers for the delivery of many important public services, for assistance in delivering policy and for the construction of public assets. I continue to believe that, while underpinned by a contractual relationship, this reliance needs to be based on a bond of trust between government, suppliers and the public.

In this update, we underline the importance of acting together with trusted suppliers to deliver better public services. The expectations within this Supplier Code of Conduct have been enhanced to include commitments on how government will work with suppliers to build trust and deliver value.

The public expects that government and its suppliers will look after their interests and deliver on the promises that they make. They expect that suppliers will behave ethically and treat the end users of their service, employees and subcontractors fairly and with respect. Suppliers also expect that government will be fair and transparent in its dealings with them.

It is important to publicly state these expectations in a code of conduct and recognise the joint nature of public service delivery. Suppliers are an extension of government's business, and employees of suppliers interact with citizens and businesses on our behalf every day. This updated Supplier Code of Conduct strengthens the principles of working together, and is intended to help suppliers and those working in government understand the standards and behaviours that are expected when working on a government contract.

I expect all suppliers and central government departments, agencies and public bodies to meet these commitments and ensure that their employees, partners and subcontractors will do the same.

Gareth Rhys Williams
Government Chief Commercial Officer

Introduction

Our aim is to deliver for the taxpayer on a range of commitments including: excellent services that represent good value; policies that fulfil the government's manifesto commitments; and development work that is delivered on budget and in accordance with specifications. In delivering these commitments we must ensure adherence to the highest standards of ethical and professional behaviour. Our suppliers play an important role in the delivery of public services and meeting government's objectives, so our relationships with them are critical to delivering on those commitments.

The overall objective of the Supplier Code of Conduct is to build trusting and open relationships between government and suppliers in order to drive improved performance throughout government supply chains. This Supplier Code of Conduct acts in a reciprocal way in respect of our suppliers and sets out the behaviours we would expect of each other.

In selecting suppliers, government checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all suppliers and equal treatment during selection processes.

As we move from procurement to the life of the contract, we expect delivery should be in accordance with the spirit of the contract, as well as its letter. We expect our suppliers, in delivering goods and services to, or on behalf of government, wherever they operate, to act in a manner that is compatible with public service values, upholds the reputation of government, promotes innovation and expertise, opens up the market to small and medium-sized enterprises, and contributes to growth and prosperity in the UK.

We recognise that in many cases a supplier can only be as good as its customer, so in return, suppliers can expect us to place risk with the party best able to manage it, create the right conditions for innovation and create a culture of collaboration between suppliers, subcontractors and government, and pay promptly.

We expect our employees to treat suppliers with fairness and respect and to work jointly with suppliers to build trusting, collaborative and constructive working relationships. In return we expect suppliers to treat our employees in the same way, and to work with us to build those trusting, collaborative and constructive relationships that are focused on delivering for the public.

This Supplier Code of Conduct is intended for all those involved in the government supply chain, including central government departments, agencies, and public bodies and suppliers and subcontractors. As a statement of good practice it should be read both by current and aspiring suppliers to government and by their subcontractors in the supply chain. We expect our suppliers to communicate this Supplier Code of Conduct to employees, their parent company, subsidiaries and subcontractors; our commitment is that we will communicate it to our employees.

Compliance

The Supplier Code of Conduct is intended to set out the way in which we and our suppliers will behave towards each other. It is not intended to be legally enforceable, to create any legal obligations or rights or to undermine our contracts with suppliers or the rules we set out when we procure our goods and services, which at all times shall take precedence. For the avoidance of doubt, the Supplier Code of Conduct does not take precedence where the courts or other institutions such as a regulatory agency, authority or body have jurisdiction.

All central government departments, agencies and public bodies (referred collectively to in this Supplier Code of Conduct as “government”) and suppliers who provide goods and services to those organisations are expected to comply with all aspects of this Supplier Code of Conduct. Both parties should be open and transparent with each other, and report any instances of non-compliance. In these circumstances, the first step is for the relevant government organisation and the supplier to discuss and, where appropriate, agree suitable remedial actions. If a party considers that an issue has not been resolved by discussion, it may escalate it to the Central Commercial Teams in Cabinet Office and in extreme cases to the Government Chief Commercial Officer.

Contact

For further information and queries, contact the Commercial Director of the relevant central government department, agency or public body or the Government Chief Commercial Officer (cco@cabinetoffice.gov.uk).

1 Employees and Service Users

1.1 Respectful treatment

Our employees, those of our suppliers, and service users have the right to respectful treatment. We will not tolerate discrimination, harassment or victimisation in the workplace or in connection with any government service. We expect our suppliers to provide the same commitment, including to their own employees. The Equality Act 2010 protects against discrimination, harassment and victimisation.

1.2 Professional behaviour

We will work constructively and collaboratively with our suppliers. We expect suppliers to be prepared to invest in their relationships with government and establish trust with our staff and with other suppliers involved in delivery. We also expect suppliers to be able to speak out when government officials, civil servants or other suppliers are not upholding the values embedded in the Civil Service Code or this Supplier Code of Conduct. We also expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of our behaviours or a lack of good governance. We expect the same behaviour when a contract is no longer fit for purpose, for example, in its contractual stipulations or measures.

1.3 Meeting user needs

It is important that contracts with our suppliers meet the needs of service users. We will work together with suppliers to articulate these outcomes to ensure that the goods and services being provided meet the needs of users and we expect fully reciprocal behaviour from suppliers.

1.4 Vulnerable users

Some public contracts deliver services to service users with particular needs such as physical or mental disabilities, medical conditions or other factors that place them in a vulnerable position. Suppliers will ensure that these service users are treated at all times with courtesy and that their dignity, safety, security and well-being is always treated as a priority concern.

1.5 Human rights and employment law

Government and suppliers must both comply with all applicable human rights and employment laws in the jurisdictions in which they work. This includes complying with the provisions of the Modern Slavery Act 2015. In addition, suppliers must have robust means of ensuring that the subcontractors in their supply chain also comply.

2 Business practices

2.1 Management of risk

Our aim is to ensure that risk is allocated to the party best able to manage it. To assist us in making that judgement we will, where appropriate, engage with the market to understand its views in order to make informed decisions. We do not expect suppliers or government to be made responsible for managing a risk that is best managed by the other party. We expect suppliers not to pass down risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by government. All parties should be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated. We require suppliers of critical services to develop resolution plans, deployable in the event of a corporate insolvency to ensure that critical services continue.

2.2 Continuous improvement

We expect our suppliers to use recognised industry practices in the delivery of goods and services to, or on behalf of, government. We also expect suppliers to continuously improve these goods and services and bring innovation, ideas and expertise to help government address its strategic challenges and to support growth and prosperity in the UK. We will endeavour to create the right conditions to allow suppliers to innovate both during the procurement process and the life of a contract and where appropriate we will inform suppliers of our innovation requirements during the procurement process.

2.3 Future Plans

In order to give guidance to suppliers on future opportunities and the associated resource implications, we will publish our pipelines and plans for future services. Although we will update them regularly, suppliers should understand that these are only estimates.

2.4 End-to-end Delivery

Some of the services that government requires are complex, and no single supplier will have complete contractual responsibility for every element of what is needed to deliver to the end service user. In such cases, we will endeavour to create and maintain a culture that facilitates collaboration between all suppliers and government to ensure that the right service outcomes are achieved. In order to achieve this, we expect suppliers to be aware of how they contribute to that overall delivery, and to work collaboratively with government and other suppliers to manage mutual dependencies and ensure that their product or service is used effectively in the delivery of a high quality service.

2.5 Data Quality

A robust delivery model including its pricing structure is dependent on the quality of data on which it is based. Government will provide accurate data and/or build in flexibility (consistent with procurement legislation) to allow for subsequent validation of data, particularly where new services are being provided, for example, through the use of pilots. For government to be able to do this, where a contract is being re-procured, we will require incumbent suppliers to act in a timely manner and be forthcoming with information required for scoping the re-procurement and the

tendering process (for example workforce information) and to behave in accordance with any required standards. As per the contractual obligations, this information should be provided promptly when requested by government and updated as required, for example, during any transitional phase leading to transfer of the provision of the services.

2.6 Value

The public expects government to obtain value for every taxpayer pound and to be able to demonstrate that long-term value to the taxpayer. This means that contracts should be priced to offer sustainable value throughout their life, including when changes are needed. Whilst we accept that our suppliers make a fair profit margin in return for the risk they are accepting and the commitments and investments they make in order to be able to deliver services for us, we expect suppliers not to exploit an incumbent or monopoly position, an urgent situation or an asymmetry of capability or information to impose opportunistic pricing.

We will engage constructively with suppliers in relation to any required changes and we expect suppliers to reciprocate this. We expect suppliers to work in good faith to resolve any disputes promptly and fairly during the life of a contract through good relationship management and, where appropriate, contractual dispute resolution mechanisms, recognising that taxpayer and supplier interests are rarely best served by protracted litigation.

We will seek to award contracts based on value for money that includes price and quality, including appropriate social value criteria. We will measure supplier performance on relevant and proportionate indicators and apply proportionate contractual remedies for non-compliance.

2.7 Reputation and Public Trust

We want to work with suppliers who are proud of their reputation for fair dealing and quality delivery. We want working with government to be seen as reputation enhancing for the supplier. We expect all parties to be mindful of the need to maintain public trust and protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government. This is not intended to limit any supplier's legal obligations, or constrain whistleblowing or their ability to fairly criticise a government body or policy.

2.8 Cyber Security

It is essential that suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect government data.

2.9 Sustainable Procurement

We expect our suppliers to be aware of, and support government in, complying with its legal and contractual obligations under social value legislation, in delivery of the wider policy that sits behind the contract, and in the delivery of the targets as defined within the Greening Government Commitments supplemented by our 25

Year Environment Plan. We expect our suppliers to assist government in the understanding and reduction of supply chain impacts on our environment, and risks related to the security of raw material supply. We expect suppliers to be open and transparent in assisting government in reporting publicly on product or service utilisation and any environmental impacts.

2.10 Confidentiality

Government and suppliers are both expected to comply with the provisions in our contracts and any legal requirements to protect commercial and sensitive information. Government and suppliers may both also be party to confidential information that is necessary to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity. Notwithstanding this mutual understanding, suppliers should recognise that this does not prevent us from disclosing information where we are compelled to do so, for example, by law or parliament, or to comply with the principles stated in The Transparency of Suppliers and Government to the Public.

2.11 Conflicts of Interest

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition, for example by creating a technical solution that locks in the supplier's own goods or services.

3 Standards of Behaviour

3.1 Ethical behaviour

We expect the highest standards of business ethics from suppliers and their agents in the supply of goods and services funded by the public purse, for example as referenced in the Committee on Standards in Public Life's 2014 report and 2015 guidance: Ethical Standards for Providers of Public Services. We expect suppliers to be explicit about the standards they demand of executives, employees, partners and subcontractors and to have governance and processes to monitor adherence to these standards. Civil servants are required to uphold the Civil Service Code and the Seven Principles of Public Life in their dealings with third parties and we expect fully reciprocal behaviour from suppliers.

3.2 Counter Fraud and Corruption

We demand that suppliers adhere to anti-corruption laws, including but not limited to the Bribery Act 2010, and anti-money laundering regulations. We expect suppliers to have robust processes to ensure that the subcontractors in their supply chain also comply with these laws. We have zero tolerance of any form of corrupt practices including extortion and fraud that we become aware of and we expect suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business. Suppliers should immediately notify government where fraudulent practice is suspected or uncovered and disclose any interests that might impact their decision- making or the advice that they give to government.

3.3 Transparency

We seek to be transparent in our dealings with suppliers and we expect suppliers to be open and honest in their dealings with government, and be in full compliance with the updated principles published February 2017 on The Transparency of Suppliers and Government to the Public. In addition, where contractually required, we expect full and prompt disclosure of accurate cost, revenue and margin information (Open Book Accounting and Open Book Contract Management) in line with published guidance and the terms of the contract. Suppliers should expect us to publish agreed key performance indicators and to conduct audits of open book contracts to ensure reporting requirements and any 'payment for results' mechanism have been fairly implemented.

3.4 Treatment of Supply Chain

We expect suppliers to deal fairly with the subcontractors and suppliers in their supply chain. We expect suppliers to avoid passing down unreasonable levels of risk to subcontractors who cannot reasonably be expected to manage or carry these risks. We expect suppliers not to create barriers to the use of small and medium-sized enterprises who are qualified to provide goods or services, and to encourage innovation in their supply chains to increase the value or quality of supply.

3.5 Prompt Payment

We expect both government and suppliers to be fair and reasonable in their payment practices. Suppliers should pay subcontractors within 30 days on government contracts and comply with the standards set out in the Prompt Payment

Code on all other contracts. In central government, we aim to pay 80% of undisputed and valid invoices within five days, with the remainder paid within 30 days.

3.6 Corporate Governance and Corporate Social Responsibility

We expect our suppliers to adhere to the UK Corporate Governance Code or follow equivalent good corporate governance principles underpinned by robust processes. We also expect our suppliers to be good corporate citizens by upholding the values of this Supplier Code of Conduct, taking into consideration social value legislation in delivering goods and services and supporting key government corporate social responsibility policy areas such as diversity and inclusion, sustainability, prompt payment, small and medium sized enterprise engagement, the Armed Forces Covenant, apprenticeships and skills development and addressing the gender pay gap.

Contract Schedule 4: DWP Acceptable Use Policy

DWP's Acceptable Use Policy is published on: https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards unless specified otherwise.

DWP Acceptable Use Policy

Contents

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Introduction

Information technology resources, such as PCs, laptops, tablet devices and smart phones offer new and exciting ways of working and engaging with our colleagues and citizens. However, we must also be aware that improper use can impact us, our colleagues, citizens, DWP's reputation and the public purse.

This Acceptable Use Policy (AUP) aims to protect all users of DWP equipment and minimise such risks by providing clarity on the behaviours expected and required by DWP and the consequences of breaching the AUP. It sets a framework within which to conduct the DWPs business and explains how we can achieve compliance and evaluation of new business and technology requirements.

This policy replaces the Electronic Media Policy and is effective from **12 September 2016**.

Purpose

To ensure that users understand their responsibility for the appropriate use of DWP's information technology resources. Understanding this will help users to protect themselves and DWP's equipment, information and reputation.

Scope

All DWP equipment and information (all information systems, hardware, software and channels of communication, including voice- telephony, social media, video, email, instant messaging, internet and intranet). User's personal information which is processed by DWP equipment is also subject to this policy.

Who this policy applies to

All DWP employees, agents, contractors, consultants and business partners (referred to in this document as 'users') with access to DWP's information and information systems.

Acceptable use principles

1. General principles

Users will:

1.1 Confirm prior to use of DWP equipment or information, and through use of the DWP security code of conduct that they agree to this AUP and understand that breaching this policy may result in disciplinary procedures.

1.2 Be responsible for their own actions and act responsibly and professionally, following the DWP Standards of Behaviour and respecting the Department and fellow employees, suppliers, partners, citizens

1.3 Use information, systems and equipment in line with DWP security and Information Management policies

1.4 Immediately report any breach of this Acceptable Use Policy to their line manager and to the Security Incident Response Team, and comply with official procedures when a breach of the policy is suspected or reported

1.5 Never undertake illegal activity, or any activity that would be harmful to DWP's reputation or jeopardise staff and/or citizen data, on DWP technology.

1.6 Understand that both business and personal use will be monitored as appropriate.

1.7 Be aware that they can use whistleblowing and raising a concern if it is believed that someone is misusing DWP information or electronic equipment.

1.8 Undertake education and awareness on security and using DWP information and technology, including the annual security e-learning, in order to be able to understand, recognise, and report threats, risks and incidents.

2. User IDs and passwords

Users will:

2.1 Protect user names, staff numbers, smart cards and passwords appropriately.

2.2 Create secure passwords following best practice guidance.

2.3 Not logon to any DWP systems using another user's credentials.

2.4 Remove their network access smart card and/or lock the screen when leaving temporarily devices that are in use.

2.5 Log out of all computer devices connected to DWP's internal network during non-working hours.

3. Managing and protecting information

Users will:

3.1 Understand that they and DWP have a legal responsibility to protect personal and sensitive information.

3.2 Ensure that all information is created, used, shared and disposed of in line with business need and in compliance with the Information Management Policy, Information Asset Inventory guidance.

3.3 Not attempt to access personal data unless there is a valid business need that is appropriate to your job role.

3.4 Comply with Managing HR records in respect of handling employee information.
3.5 Not provide information in response to callers or e-mails whose identity they cannot verify.

3.6 Be careful not to be overheard or overlooked in public areas when conducting DWP business

3.7 Apply the DWP Security Classification Policy appropriately to document headers and email subject lines in relation to the Official-Sensitive handling caveat.

3.8 Not attempt to access, amend, damage, delete or disseminate another person's files, emails, communications or data without the appropriate authority.

3.9 Not attempt to compromise or gain unauthorised access to DWP IT, telephony or content, or prevent legitimate access to it.

3.10 Comply with the DWP Security Code of Conduct in managing DWP information.

4. Personal use of DWP IT

Users will:

4.1 Understand that they are personally accountable for what they do online and with DWP technology

4.2 Personal use of IT resources is permitted in an employee's own time when not on official duty or 'flexed on' as per the Flexible Working Hours Policy. Breaks taken in normal working hours, such as paid breaks, do not count as the employee's own time for personal use of DWP equipment.

4.3 Ensure that any personal information stored is appropriate i.e. legal, appropriate and compliant with this policy.

4.4 Understand that the ability to store personal information on DWP owned devices and systems is a privilege and DWP has a right to require the data is removed should this data interfere with business activity or use.

4.5 Ensure activities do not damage the reputation of DWP, its employees and citizens including accessing, storing, transmitting or distributing links to material that:

- Could embarrass or compromise DWP in any way;
- Is obtained in violation of copyright or used in breach of a licence agreement;
- Can be reasonably considered as harassment of, or insulting to, others;
- Is offensive, indecent or obscene including abusive images and literature

4.6 Follow the DWP Standards of Behaviour and must not:

- Trade or canvass support for any organisation on official premises, whether it is for personal gain from any type of transaction or on behalf of external bodies.
- Send messages or material that solicit or promote religious, political or other non-business related causes, unless authorised by DWP.
- Provide unauthorised views or commitments that could appear to be on behalf of DWP.
- Undertake any form of gaming, lottery or, betting.
- Use any type of applications and/or devices to circumvent management or security controls.
- Download software onto DWP devices with the exception of DWP supplied tablet devices and smart phones where permitted from an official source and appropriately licensed. This software must not compromise the performance or security of the device.
- Access personal webmail accounts on DWP equipment.
- Download music, video or other media-related files for non-business purposes or store such files on network drives

5. Email/fax/voice communication

Users will:

5.1 Comply with the DWP's email policies.

5.2 Only use appropriate language in messages, emails, faxes and recordings. Threatening, derogatory, abusive, indecent, obscene, racist, sexist or otherwise offensive content will not be tolerated

5.3 Not engage in mass transmission of unsolicited emails (SPAM).

5.4 Not alter the content of a third party's message when forwarding it unless authorised.

5.5 Not try to assume the identity of another user or create or send material designed to mislead people about who originated or authorised it (e.g. through misuse of scanned signatures).

5.6 Be vigilant to phishing emails and know how to spot and report suspicious emails.

5.7 Employees and contractors must not use their DWP email address for personal use. Only use your DWP email address for DWP business related activities and linked organisational activity (e.g. DWP discount schemes, CSL, Civil Service Jobs, HASSRA, Trade Union activity and other officially provided Internet links). Please refer to the DWP Email Policy. All employees must use their personal email address for personal activities including purchasing and selling of goods, internet banking and any other personal activity, failure to comply may lead to disciplinary action.

6. Websites and Social Media

Users will:

6.1 Only access appropriate content using DWP technology and not intentionally visit sites or news groups that are obscene, indecent or advocate illegal activity, as described in the blocked categories list.

6.2 Report any access to a site that should be blocked by our web filters to their line manager and the Security Advice Centre.

6.3 Contact TechNow with requests to block/unblock a website (link is external) and do not attempt to bypass DWP web filters.

6.4 Use social media appropriately by making themselves aware of the Social Media Policy and Cabinet Office guidelines.

6.5 Not put DWP information including anything that is sensitive / personal information onto online forums, blogs or social networking sites.

6.6 Only use approved DWP social media accounts for official business and where appropriate, use DWP branding and a professional image or persona on such accounts.

6.7 Be aware that their social media content may be available for anyone to see, indexed by Google and archived for posterity.

7. Devices, systems and networks

7.1 Only use systems, applications, software and devices which are approved, procured and configuration managed by DWP when undertaking official business, and apply DWP standards and guidance in their use.

7.2 Only use approved DWP devices connected to DWP network(s), including approved USBs, when undertaking official business.

7.3 Not connect DWP or personal mobile devices by USB cable to Departmental thin clients, thick clients, Surface Pro's, laptops or any other device connected to the Department's infrastructure, for the purpose of uploading/ downloading files or charging.

7.4 DWP permits connecting DWP devices, laptops Surface pros etc., by WiFi (or Ethernet) to the internet to connect back to the department from anywhere e.g. home or a hotel. However DWP devices must not be connected to the internet via Captive Portals, for security reasons. DWP devices are set up so they do not connect to Captive Portals.

7.5 DWP permits wirelessly connecting a DWP Device to a DWP, or personal, mobile phone via a personal hotspot for the purpose of acquiring an internet connection (tethering) for work purposes. However, this feature is not currently available on any DWP iPhones due to technical limitations of the DWP implementation of the operating system. Tethering a personal mobile phone is permissible but DWP cannot be held liable for this use of a personal mobile phone including any data charges, and so any use of a personal phone for this purpose is the individual's choice.

7.6 Ensure no official information is stored on devices without DWP security controls.

7.7 Do not use any personal wallpapers or screensavers.

7.8 Raise all software requests through Software Asset Management.

7.9 Seek exceptions to security policies by applying for an Exception.

7.10 DWP employees and contractors travelling outside the UK on official business and wishing to take DWP devices with them must contact the Personnel Security Team (link sends e-mail) before they travel. DWP devices, including smart phones, must only be taken outside the UK when required for official business and approved by Personnel Security. DWP may prohibit the carrying and use of DWP devices in certain countries.

7.11 Employees and contractors are required to contact the Personnel Security team before travelling to certain countries, whether this is on official business or for a personal visit. Employees and contractors should check the Travel Abroad: Staff Advice and Notification intranet page to check whether this includes the country they are visiting.

8. Physical Security

Users will:

8.1 Be responsible for keeping all portable devices assigned to them safe and secure and immediately report any loss or damage of their equipment to their line manager and the Security Advice Centre

8.2 Protect DWP equipment appropriately when travelling e.g.

- laptops must always be carried as hand luggage.
- Never leave a portable device in sight in parked vehicles

8.3 Return all DWP equipment when leaving DWP. Line Managers must complete all appropriate exit procedures with leavers

9. Compliance

9.1 If for any reason users are unable to comply with this policy or require use of technology which is outside its scope, this should be discussed with their line manager in the first instance and then the Security Advice Centre who can provide advice on escalation/exception routes.

9.2 All requests to use new software not currently approved by DWP must be subject to the Software Approvals process though Software Asset Management.

9.3 Line managers are responsible for ensuring that users understand their responsibilities and consequences as defined in this policy and continue to meet its requirements for the duration of their employment with DWP. They are also responsible for monitoring employees' ability to perform assigned security responsibilities. However, this does not remove responsibility from employees, they are responsible for ensuring that they too understand their responsibilities as defined in this policy and continue to meet the requirements. It is a line manager's responsibility to take appropriate action if individuals fail to comply with this policy.

9.4 DWP actively monitors employee and contractor personal use of IT and equipment to ensure everyone is complying with this policy (AUP) and the DWP Social Media Policy. Monitoring complies with and respects the privacy rights of all employees as outlined in the DWP Employee Privacy Notice. The consequences of failing to comply with the personal use limitations of DWP IT and equipment are serious and attract disciplinary penalties up to and including dismissal.

9.5 Breaching this policy may result in disciplinary procedures (including criminal prosecution) which could lead to dismissal.

9.6 DWP's Security and Resilience team will regularly assess for compliance with this policy, DWP Collaboration Services will use software filters to block access to some online websites and services in order to support compliance.

Contract Schedule 5: Schedule of Z Clauses

Notes:

1. **Clauses *Z9, Z22, Z35, Z36, Z37, Z41 – deleted***

2. **Clause Z15**

- **Z15.1 (1) delete "Data Protection Act 1998" and add "Data Protection Act 2018"**

Delete Z15.1(2), Z15.2, Z15.3, Z15.4, Z15.5, Z15.6, Z15.7, Z15.8, Z15.9, Z15.10, Z15.11

Clause Z1 **Interpretation and the law**

Z1.1 In this contract, except where the context shows otherwise:

- references to a document include any revision made to it in accordance with this contract;
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it;
- references to a British, European or International standard include any current relevant standard that replaces it;
- references to persons or organisations will be construed so as to include bodies corporate, unincorporated associations, partnerships and any other legal entity; and
- the words "includes" or "including" are construed without limitation.

Z1.2 Terms for which no interpretation is provided in this contract shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.

Acquired Rights Directive is 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

Authority means The Minister for the Cabinet Office ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP

Confidential Information is any information, however it is conveyed, that relates to the business, personnel, affairs, developments, trade secrets, ideas, concepts, schemes, information, knowledge, techniques, methodology, and without limiting the above anything else

in the nature of know-how, 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 to be considered to be confidential.

Consultant Personnel is all persons employed or engaged by the *Consultant* together with the *Consultant's* servants, agents, suppliers, consultants and Subconsultants (and all persons employed by any Subconsultant together with the Subconsultant's servants, consultants, agents, suppliers and sub-subconsultants);

Contracting Authorities means the bodies listed in the contract notice 2016/S 180-323830 on 14/09/2016 in the Official Journal of the European Union and "Contracting Authority" shall be construed accordingly;

Employment Regulations are 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

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.

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;

Former Consultant is the *Consultant* supplying services to the *Employer* before the Relevant Transfer Date that are the same as or substantially similar to the service (or any part of the service) and shall include any sub-consultant of such supplier (or any sub-consultant of any such sub-consultant)

Information has the meaning given under section 84 of the Freedom of Information Act 2000

A Prohibited Act is:

- to directly or indirectly offer, promise or give any person working for or engaged by the *Employer* and/or the Authority or other Contracting Authority 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; and /or

- 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 *Employer*; 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.

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.

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.

Relevant Transfer is a transfer of employment to which the Employment Regulations applies

Relevant Transfer Date is, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place

Request for Information is a request for information or an apparent request under the FOIA or the Environmental Information Regulations

Security Policy means the *Employer's* security policy attached as a Contract Schedule as may be updated from time to time

Transferring Employer Employees are those employees of the *Employer* to whom the Employment Regulations will apply on the Relevant Transfer Date

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

Working Day is any day other than a Saturday or Sunday or public holiday in England and Wales.

Clause Z2 **Prevention of fraud and bribery**

(i) Insert new clauses:

Z2.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its employees, 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; and/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.

Z2.2. Throughout the period in which the *services* are performed the *Consultant* does not:

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

Z2.3 Throughout the period in which the *services* are performed the *Consultant*:

- establishes, maintains and enforces, and requires that its Subconsultants 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 *Employer* on request;
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Employer* on request) to prevent it and any *Consultant's* employees or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

Z.2.4 The *Consultant* immediately notifies the *Employer* in writing if it becomes aware of any breach of clause Z2.1, Z2.2 and / or Z2.3 , or has reason to believe that it has or any of the its employees or Subconsultants 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; and/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.

Z2.5 If the *Consultant* makes a notification to the *Employer* pursuant to clause Z2.4, the *Consultant* responds promptly to the *Employer's* enquiries, co-operates with any investigation, and allows the *Employer* to audit any books, records and/or any other relevant documentation in accordance with this contract.

Z2.6 Without limitation to clause 22.2 if the *Consultant* breaches Clause Z2.3, the *Employer* may instruct the *Consultant* to remove a person employed by the *Consultant* who has caused the *Consultant's* breach to remove that person and the *Consultant* shall immediately ensure that person has no further connection with the work included in this contract.

Clause Z3 **Recovery of sums due from *Consultant***

Where the Employer is a Crown Body, then Z3.1 applies to the exclusion of Z3.2. Otherwise, Z3.2 applies to the exclusion of Z3.1.

Z3.1 Where under this contract any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with any Department or Office of Her Majesty's Government.

Z3.2 Where under this contract or any other contract between the *Consultant* and the *Employe*r any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with the *Employer*.

Clause Z4 **Assignment and Novation**

Z4.1 The *Employer* is entitled to assign or otherwise dispose of its rights under this contract or any part thereof to:

- any Contracting Authority; or

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

Z4.2 The *Consultant* does not, without the written consent of the *Employer*, assign or transfer this contract, or any part of, share of or interest in it. In the absence of the *Employer's* written consent no sum of money becoming due under this contract is payable to any person other than the *Consultant*.

Z4.3 The *Employer* is entitled to, and the *Consultant* gives consent to, the novation of this contract or any part thereof to:

- any Contracting Authority; or

- any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the *Employer*;

upon such terms as the *Employer* proposes, provided that where such novation increases the burden on the *Consultant* pursuant to this contract, the novation shall be a compensation event. According a new clause 60.1(13) shall be added that reads "A novation pursuant to clause Z4.3 occurs which increases the burden on the *Consultant* pursuant to this contract".

Z4.5 Any change in the legal status of the *Employer* such that it ceases to be a Contracting Authority does not affect the validity of this contract. In such circumstances, this contract binds and inures to the benefit of any successor body to the *Employer*.

Z4.6 If this contract is novated to a body which is not a Contracting Authority or if a successor body which is not a Contracting Authority becomes the *Employer* (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 contract or any part thereof with the written consent of the *Consultant*.

Clause Z5 **Discrimination**

Z5.1 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").

Z5.2 In connection with the *services* the *Consultant* co-operates with and assists the *Employer* 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.

Z5.3 Where any employee or Subconsultant is required to carry out any activity alongside the *Employer*'s employees, the *Consultant* ensures that each such employee or Subconsultant complies with the

Employer's employment policies and codes of practice relating to discrimination and equal opportunities.

Z5.4 The *Consultant* notifies the *Employer* 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 contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Employer* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigatory body, court or tribunal.

Z5.5 The *Consultant* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z5.6 The *Consultant* includes in the conditions of contract for each Subconsultant obligations substantially similar to those set out above.

Clause Z6 **Conflict of interest**

Z6.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

Z6.2 The *Consultant* immediately notifies the *Employer* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* and/or the *Employer* (including without limitation its reputation and standing), of which it is aware or anticipates may justify the *Employer* taking action to protect its interests.

Z6.3 The Consultant must take positive steps to mitigate any conflict of interest that may exist or arise under Clause Z6.1 or there are circumstances that may give rise to a conflict of interest under Z6.2.

Z6.4 Should the Parties be unable to either remove the conflict of interest and/or to reduce its damaging effect to a reasonably acceptable level, *the Employer* has the right to terminate this contract whereupon the provisions of PSC clause 92.2 apply to the termination.

Clause Z7 **Merger, take-over or change of control**

Z7.1 In clauses Z7, Z30 (Consortia), Z39 (Financial Distress), Z40 (Change of Control – new guarantee) and Z41 (Parent Company Guarantee)

- Change of Control is an event where a single person (or group of persons acting in concert)
- acquires Control of the *Consultant* or
- acquires a direct or indirect interest in the relevant share capital of the *Consultant* and as a result holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the *Consultant*,
- Consortium Member is an organisation or person which is a member of a group of economic operators comprising the *Consultant*, whether as a participant in an unincorporated joint venture or a shareholder in a joint venture company,
- Control has the meaning set out in section 1124 of the Corporation Tax Act 2010,
- Controller is the single person (or group of persons acting in concert) that
- has Control of the *Consultant* or a Consortium Member or
- holds or controls the largest direct or indirect interest in the relevant share capital of the *Consultant* or a Consortium Member,
- Credit Rating Threshold means the minimum credit rating for the Consultant, a Consortium Member or a proposed guarantor, such credit rating being set out at Annex 2 to Schedule 16 of the Framework Agreement,
- Framework Agreement means the framework agreement pursuant to which this contract has been entered into
- Guarantor is a person who has given a Parent Company Guarantee to the *Employer* and
- Parent Company Guarantee is a guarantee of the *Consultant*'s performance in the form set out in the Scope, or if not set out in the Scope, the template form attached to this contract.

Z7.2 A Change of Control does not happen without the prior agreement of the *Employer*, and if a Change of Control occurs without the *Employer's* prior consent, then the *Employer* may treat the Change of Control as a substantial failure by the *Consultant* to comply with his obligations.

Z7.3 The *Consultant* notifies the *Employer* immediately if a Change of Control has occurred or is expected to occur.

Z7.4 If the Change of Control will not allow the *Consultant* to perform its obligations under this contract, the *Employer* may treat the Change of Control as a substantial failure by the *Consultant* to comply with his obligations.

Z7.5 The *Consultant* notifies the *Employer* immediately of any material change in

- the direct or indirect legal or beneficial ownership of any shareholding in the *Consultant*. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the *Consultant*, or

- the composition of the *Consultant*. Without limitation a change is material if it directly or indirectly affects the performance of this contract by the *Consultant*.

Z7.6 The *Consultant* notifies the *Employer* immediately of any change or proposed change in the name or status of the *Consultant*.

Z7.7 If the *Consultant* does not provide a notification required by clause Z7.5 or Z7.6, the *Employer* may treat that failure as a substantial failure by the *Consultant* to comply with his obligations.

Z7.8 In this clause Z7 a Change of Control in relation to

- material change in the ownership of shares in, or

- change in the name or status of

a Consortium Member is treated as a change relating to the *Consultant*.

Clause Z8 **Appointment of *Adjudicator***

Z8.1 The *Adjudicator*'s appointment under the NEC Adjudicator's Contract current at the *starting 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 Agreement."

Clause Z9 ~~**Project Bank Account**~~

~~Z9.1 If Option Y(UK)1 applies to this contract then this Z clause applies~~

~~Z9.2 Clause Y1.6 is amended by inserting the following after the second sentence:~~

~~"The *Employer* may propose that a Supplier is added to the Named Suppliers. The *Consultant* accepts the proposal if the addition of the Supplier to the Named Suppliers is practicable."~~

~~Z9.3 The *Employer* may notify the *Consultant* that payments under this contract will no longer be made using the Project Bank Account. This notice is a compensation event. Within one week of the *Employer*'s notice, the *Consultant* notifies the Named Suppliers that the Project Bank Account is no longer to be used and proposes an alternative method to ensure that the Named Suppliers receive payments in accordance with their contracts.~~

Clause Z10 ***Employer*'s Codes of Conduct**

Z10.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer*'s code of conduct to the extent one is included as a Contract Schedule to this contract. The *Consultant* complies with the code of conduct until Completion and for the *period of retention*.

Z10.2 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z11 **Fair payment**

Z11.1 The *Consultant* assesses the amount due to a Subconsultant without taking into account the amount assessed under this contract.

Z11.2 The *Consultant* includes in the contract with each Subconsultant

- a period for payment of the amount due to the Subconsultant not greater than 19 days after the date on which payment becomes due under this contract. 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 contract,

- 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 23 days after the date on which payment becomes due under this contract and

- a provision requiring the Subconsultant to assess the amount due to a subsubconsultant without taking into account the amount paid by the *Consultant*.

Z11.3 The *Consultant* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group supplier feedback service. The *Consultant* includes this provision in each subcontract, and requires Subconsultants to include the same provision in each subsubcontract.

Z11.4 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z12 **Confidentiality**

Z12.1 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; and
- not disclose the other party's Confidential Information to any other person without that other party's prior written consent.

Z12.2 Clause Z12.1 shall not apply to the extent that:

- such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z16 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure;
- 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.

Z12.3 The *Consultant* shall not, and shall procure that the Consultant Personnel do not, use any of the *Employer's* Confidential Information received otherwise than for the purposes of this contract.

Z12.4 The *Consultant* may only disclose the *Employer's* Confidential Information to the Consultant Personnel who are directly involved in the provision of the *services* and who need to know the information, and shall ensure that such Consultant Personnel 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 Personnel 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 Personnel, the *Consultant* shall provide such evidence to the *Employer* as the *Employer* 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 Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant Personnel in connection with obligations as to confidentiality.

Z12.5 At the written request of the *Employer*, the *Consultant* shall procure that those members of the Consultant Personnel identified in the *Employer's* notice signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

Z12.6 Nothing in this contract shall prevent the *Employer* from disclosing the *Consultant's* Confidential Information:

- to any Crown Body or any other Contracting Authorities. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities 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 Authority;

- to any consultant, contractor or other person engaged by the *Employer* or any person conducting an Office of Government Commerce gateway review;

- for the purpose of the examination and certification of the *Employer* 's accounts; or

- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Employer* has used its resources.

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 *Employer* under this clause Z12.6.

Z12.7 The *Employer* shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Subconsultant to whom the *Consultant's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Employer's* obligations of confidentiality.

Z12.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of this 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 intellectual property rights.

Clause Z13 **Security Requirements**

Z13.1 The *Consultant* complies with, and procures the compliance of its personnel, with:

- the Security Policy;
- the Security Management Plan produced pursuant to the Security Provisions; and
- the Security Provisions contained within the Security Policy or the Scope.

Z13.2 The *Consultant* shall ensure that the Security Management Plan produced by the *Consultant* fully complies with the Security Policy.

Clause Z14 **Official Secrets Act**

Z14.1 The Official Secrets Act 1989 applies to this contract from the *starting date* until the *defects date* or earlier termination.

Z14.2 The *Consultant* notifies his employees and Subconsultants of their duties under the Official Secrets Act 1989.

Z14.3 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

Z14.4 The *Consultant* complies with the staff vetting and training requirements stated in the Scope, if any.

Clause Z15 **Data Protection**

Z15.1

(1) The Data Protection Acts are the Data Protection Act 2018 and any other laws or regulations relating to privacy or personal data.

~~(2) Personal Data is information collected by the *Consultant* on behalf of the *Employer* in relation to this contract, which relates to living individuals who can be identified~~

- ~~from that information or~~
- ~~from that information combined with other details in (or likely to come into) the possession of the *Employer*.~~

Z15.2 ~~For the purposes of this contract and the Data Protection Acts~~

- ~~the *Employer* is the Data Controller and~~
- ~~the *Consultant* is the Data Processor.~~

Z15.3 ~~The *Consultant* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.~~

Z15.4 ~~The *Consultant* has in place for as long as it holds the Personal Data~~

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and

- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z15.5 The *Consultant* immediately notifies the *Employer* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or

- a complaint or request relating to the *Employer*'s obligations under the Data Protection Acts.

Z15.6 The *Consultant* assists and co-operates with the *Employer* in relation to any complaint or request received, including

- providing full details of the complaint or request,

- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Employer* and

- promptly providing the *Employer* with any Personal Data and other information requested by him.

Z15.7 The *Consultant* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

Z15.8 The *Consultant* immediately notifies the *Employer* on becoming aware of any breach of this clause or of the Data Protection Acts.

Z15.9 The *Consultant* does not process Personal Data outside the European Economic Area (the "EEA") without the prior written agreement of the *Employer*.

Z15.10 If the *Consultant* becomes aware that Personal Data will be transferred or processed outside the EEA, the *Consultant* sends the *Employer* details of:

- the Personal Data which will be processed outside the EEA;

- the countries where the Personal Data will be processed;

- any Subconsultants or other third parties who will be processing and/or receiving Personal Data outside the EEA; and

- ~~proposals to ensure the *Consultant* will provide adequate levels of protection and safeguards of the Personal Data that will be processed outside the EEA to ensure compliance with the Data Protection Acts.~~

Z15.11 ~~Where the *Employer* agrees to the *Consultant* processing or transferring Personal Data outside the EEA the *Consultant* complies with the instructions of the *Employer* and provides an adequate level of protection to any Personal Data in accordance with the Data Protection Acts~~

Clause Z16 **Freedom of Information**

Z16.1.The *Consultant* acknowledges that unless the *Employer* has notified the *Consultant* that the *Employer* is exempt from the provisions of the FOIA, the *Employer* is subject to the requirements of the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Employer* so as to enable the *Employer* to comply with its information disclosure obligations.

Z16.2 The *Consultant*:

- transfers to the *Employer* 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 *Employer* with a copy of all Information relevant to the Request for Information in its possession, or power in the form that the *Employer* requires within five Working Days (or such other period as the *Employer* may specify) of the *Employer's* request;

- provides all necessary assistance as reasonably requested by the *Employer* to enable the *Employer* 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 Subconsultants do likewise.

Z16.3 The *Employer* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

Z16.4 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Employer*.

Z16.5 The *Consultant* acknowledges that the *Employer* may, acting in accordance with the MoJ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

Z16.6 The *Consultant* ensures that all Information is retained for disclosure throughout the period for retention and permits the *Employer* to inspect such records as and when reasonably requested from time to time.

Clause Z17 **Records and Audit Access**

Z17.1 In addition to its obligations under clause 13.6 of the *conditions of contract* the *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any Subconsultant in connection with this contract for the *period for retention.*

Z17.2 The *Consultant* permits the *Employer*, comptroller, auditor general and any other auditor appointed by the *Employer* to examine documents held or controlled by the *Consultant* or any Subconsultant.

Z17.3 The *Consultant* provides such oral or written explanations as the *Employer* or comptroller and auditor general considers necessary.

Z17.4 The *Consultant* acknowledges that, for the purpose of examining and certifying the *Employer's* accounts or any examination pursuant to Section 6(1) of the National Audit Act 1983, the comptroller and auditor general or any other auditor appointed by the *Employer* may examine documents held or controlled by the *Consultant* or any Subconsultant and may require the *Consultant* to provide such oral or written explanations as he considers necessary. The *Consultant* promptly complies with any such requirements at his own cost. 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 Z18 **Reporting: Small and Medium Enterprises**

Z18.1 In this clause "SME" is

- a Subconsultant or
- a subconsultant to a Subconsultant

that also:

- is autonomous,
- is a United Kingdom or European Union enterprise not owned or controlled by a non-United Kingdom or non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,

- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and

- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

Z18.2 For each SME employed in connection with the *services*, the *Consultant* reports to the *Employer* on a monthly basis from the *starting date* until Completion and at the *defects date*

- the name of the SME,

- the class of SME (medium, small or micro),

- the value and percentage of the contract undertaken by the SME,

- the amounts paid to the SME and

- the aggregated value paid to the SME since the *starting date*.

Z18.3 The *Consultant* acknowledges that the *Employer* may

- publish the information supplied under clause Z18.2, along with the *Consultant*'s name and this contract name and

- pass the information supplied under this clause Z18 to any government department who may then publish it along with the names of the SMEs, the *Consultant*'s name and this contract name.

Z18.4 The *Consultant* ensures that the conditions of contract for each Subconsultant who is an SME include

- a term allowing the *Employer* to publish the information supplied under Z18.2 and

- obligations substantially similar to those set out in this clause Z18.

Z18.5 The *Consultant* further ensures that the conditions of contract for each Subconsultant include a requirement that the conditions of contract for any subsubconsultant engaged by the Subconsultant who is an SME include obligations substantially similar to those set out in clause Z218.4.

Clause Z19 **The *Employer*'s liability**

Z19.1 The *Employer*'s total liability to the *Consultant* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount stated in the Contract Data,

and applies in contract, tort or delict or otherwise to the extent allowed under the *law of the contract*.

Z19.2 The excluded matters are the amounts payable to the *Consultant* as stated in this contract for

- the total of the Prices if Option A applies,
- the Price for Services Provided to Date adjusted by the *Consultant*'s share if Option C applies.
- the Price for Services Provided to Date if Option E applies.
- the amount of any expenses properly spent by the *Consultant* in Providing the Services.
- Any tax which the law requires the *Employer* to pay to the *Consultant.*

Clause Z20 **Tax Non-Compliance**

Z20.1

(1) Tax Non-Compliance is where a tax return submitted by the *Consultant* 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 rule or legislation with similar effect or
- the failure of an avoidance scheme in which the *Consultant* was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or
- 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.

(2) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, 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).

(3) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 and

- any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.

(4) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.

(5) Relevant Tax Authority is HM Revenue & Customs or, if the *Consultant* is established in another jurisdiction, the tax authority in that jurisdiction.

Z20.2 The *Consultant* warrants that it has notified the *Employer* of any Tax Non-Compliance or any litigation in which it is involved relating to any Tax Non-Compliance prior to the Contract Date.

Z25.3 The *Consultant* notifies the *Employer* within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of

- the steps the *Consultant* is taking to address the Tax Non-Compliance and to prevent a recurrence,
- any mitigating factors that it considers relevant and
- any other information requested by the *Employer*.

Z20.4 The *Consultant* is treated as having substantially failed to comply with his obligations if

- the warranty given by the *Consultant* under clause Z20.2 is untrue,
- the *Consultant* fails to notify the *Employer* of a Tax Non-Compliance or
- the *Employer* decides that any mitigating factors notified by the *Consultant* are unacceptable.

Clause Z21 **Quality Management Points**

Z21.1 Quality Management Points are points accrued by the *Consultant* in accordance with the Quality Table set out below. Quality Management Points accrue for the failures listed on the Quality Table whether arising from an audit by the *Consultant*, the *Employer* or the relevant accreditation body

Z21.2 If the *Consultant* fails to comply with his quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the Quality Table. The number of Quality Management Points is reduced in accordance with the Quality Table.

Z21.3 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

Z21.4 If the number of Quality Management Points in effect at any time is more than 25 points, the *Consultant* and the *Employer* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. The *Consultant* submits a report to the *Employer* within one week of the meeting setting out

- the actions agreed at the meeting and
- any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

Z21.5 If the *Employer* does not accept the *Consultant*'s proposals or the *Consultant* does not take the agreed actions, the *Employer* serves a quality warning notice on the *Consultant*. Within one week of receipt of the quality warning notice, the *Consultant* submits a report to the *Employer* setting out the actions which the *Consultant* has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

Z21.6 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in his reports and submits weekly up date reports to the *Employer* setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.

Z21.7 Failure to take actions to reduce the number of Quality Management Points in effect to 25 or less is treated as a substantial failure by the *Consultant* to comply with his obligations.

Quality Table

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
The Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that [Quality Plan] complies
Failure to raise a Non-Conformity report	5 per [Non-Conformity]	6 months

Failure to raise a corrective action report	5 per [Non-Conformity]	6 months
Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	25 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the *Employer*	10 per failure	Until the records are made available
Failure to allow access for *Employer* audits	10 per failure	Until *Employer* audit is carried out
Failure by *Consultant* to accrue Quality Management Points that should have been accrued	The number of Quality Management Points that should have been accrued	Applicable to the failure that should have accrued Quality Management Points
	plus an additional number of Quality Management Points equivalent to the Quality Management Points that should have been accrued	6 months
Note 1: For these failures additional Quality Management Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

~~**Clause Z22**~~ ~~**Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")**~~

~~Z22.1 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 1 shall apply as follows:~~
- ~~where the Relevant Transfer involves the transfer of Transferring Employer Employees, Part A of Contract Schedule 1 shall apply;~~
- ~~where the Relevant Transfer involves the transfer of Transferring Former Consultant Employees, Part B of the Contract Schedule 1 shall apply;~~
- ~~where the Relevant Transfer involves the transfer of Transferring Employer Employees and Transferring Former Consultant Employees, Parts A and B of Contract Schedule 1; and~~
- ~~Part C of Contract Schedule1 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 1 shall apply and Parts A and B of Contract Schedule 1 shall not apply; and~~
- ~~Part D of Contract Schedule 1 shall apply on the expiry or termination of the *service* or any part of thereof.~~

Clause Z23 **Changes to *staff rates* and Subconsultants**

Z23.1 When the *Consultant* proposes a revision to an existing *staff rate* or a new *staff rate*, the proposal is accompanied by a certificate from the *Consultant's* (or if appropriate Consortium Member's – as defined in clause Z7) Chief Financial Officer or Director of Finance (or an equivalent officer authorised to bind the *Consultant* and agreed by the *Employer* before the proposal is issued) confirming that the proposal

- is accurate and not misleading,
- has been prepared in conformity with generally accepted accounting principles within the United Kingdom,
- is a true and fair reflection of the information included within the *Consultant's* books, management and statutory accounts and other documents and records and

- complies with this contract.

Z23.2 If a Subconsultant wishes to propose revisions to an existing staff rate or a new staff rate and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its proposal directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its proposal directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its proposal directly to the *Employer*.

Z23.3 Where, in order to verify an invoice submitted by the *Consultant*, the *Employer* requires a Subconsultant to provide

- records of any Time Charge and expenses incurred by it or
- a certificate that its invoice and records of any Time Charge and expenses incurred by it are accurate and not misleading

and the *Consultant* considers that, in order to comply with any law, the Subconsultant should submit its records and certificate directly to the *Employer*, the *Consultant* submits a request to that effect to the *Employer* for acceptance. A reason for not accepting the *Consultant's* request is that the law does not require the Subconsultant to submit its records and certificate directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Subconsultant to submit its records and certificate directly to the *Employer*.

Z23.4 The *Consultant* includes in the conditions of contract for each Subconsultant

- provisions substantially similar to those set out in clause Z23.1,
- a right for the *Employer* to audit any records and certificates provided by the Subconsultant under this clause Z23,
- an obligation on the Subconsultant to discuss directly with the *Employer* any concerns that the *Employer* may have as to the accuracy of any records and certificates provided by the Subconsultant,
- a right for the *Consultant* to recover from the Subconsultant (or to deduct from any amount that would otherwise be due to the Subconsultant) the amount of any overpayment identified by the *Employer* as a result of its audits and discussions with the Subconsultant and
- an acknowledgment from the Subconsultant that the *Employer* may enforce these provisions directly against the Subconsultant under the Contracts (Rights of Third Parties) Act 1999.

Clause Z24 **Insurance cover**

Z24.1 All insurances required to be effected and maintained under this contract by the *Consultant* are placed with reputable insurers, to whom the *Employer* has no reasonable objection and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions do not include any term or condition to the effect that any insured must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) Order 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z24.2 Nothing in this clause relieves the *Consultant* from any of its obligations and liabilities under this contract.

Clause Z25 **Professional indemnity insurance**

Z25.1 The *Consultant* obtains and maintains the professional indemnity insurance required by Clause 81.1 of the *conditions of contract* upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business on the basis and in an amount not less than that stated in the Contract Data, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions do not include any term or condition to the effect that the *Consultant* must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

Z25.2 The *Consultant* does not without the prior written approval of the *Employer* settle or compromise with the insurers any claim which the *Consultant* may have against the insurers and which relates to a claim by the *Employer* 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.

Z25.3 The *Consultant* immediately informs the *Employer* 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.

Z25.4 The *Consultant* co-operates fully with any measures reasonably required by the *Employer* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the

Employer undertakes in writing to reimburse the *Consultant* in respect of the net cost of such insurance to the *Consultant* above commercially reasonable rates or, if the *Employer* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Employer* in respect of what the net cost of such insurance to the *Employer* would have been at commercially reasonable rates.

Z25.5 The above obligation in respect of professional indemnity insurance continues notwithstanding termination of the *Consultant*'s employment under this contract for any reason whatsoever, including (without limitation) breach by the *Employer.*

Clause Z26 **Termination and omission of work**

Z26.1 If the *Employer* instructs a change to the Scope which involves the omission of part of the *services*, the *Employer* may engage other people to carry out the part omitted. The instruction is assessed as a compensation event, except that if the instruction is given for insolvency or a default by the *Consultant*, the assessment includes a deduction of the forecast additional cost to the *Employer* of completing the *services*.

Z26.2 The following is added at the end of the first bullet point in clause 91.1 of the *conditions of contract:*

"unless instructed otherwise by the *Employer*".

Z26.3 The following are treated as a substantial failure by the *Consultant* to comply with his obligations

- a key resource needed by the *Consultan*t to Provide the Services is no longer available and the *Consultant* does not propose an alternative resource acceptable to the *Employer*

- the *Consultant*'s performance as measured in accordance with the current edition of the Collaborative Performance Framework is below the *failure level*

- the *Consultant* breaching the terms of its obligations in clause 22.1 of the *conditions of contract* or

- any conflict of interest under this contract cannot be resolved to the *Employer's* satisfaction.

Z26.4 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if in the *Employer's* opinion the known or anticipated cost of the project, which the *services* are performed (or to be performed) in connection with, has significantly increased.

Clause Z27 **Termination – PCRs, Regulation 73**

Z27.1 The occurrence of the following events are deemed to be a substantial failure of the *Consultant* to comply with his obligations:

- 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.

Z27.2 The *Employer* may terminate the *Consultant*'s obligation to Provide the Services by notifying the *Consultant* if

- this contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or

- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

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 Z28 **Value Added Tax (VAT) Recovery**

Z28.1 Where under this contract 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.

Clause Z29 **Tax Arrangements of Public Appointees**

Z29.1 For the purposes of this clause

- 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 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.

- Staff are individuals (other than direct employees of the *Consultant*, an Associated Company or any Subconsultant) made available by the *Consultant* to the *Employer* for the purpose of Providing the Services.

Z29.2 Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this contract, 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.

Z29.3 Where any Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, 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.

Z29.4 The *Employer* may, at any time during the term of this contract, request the *Consultant* to provide information to demonstrate either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it.

Z29.5 If the *Consultant* fails to provide information in response to a request under clause Z29.4

- within the *period for reply* or
- which adequately demonstrates either how any member of Staff is complying with clauses Z29.2 and Z29.3 or why those clauses do not apply to it

the *Employer* may

- treat such failure as a substantial failure by the *Consultant* to comply with his obligations or
- instruct the *Consultant* to replace the relevant member of Staff

Z29.6 If the *Employer* receives or identifies information through any means which demonstrates that a member of Staff is not complying with clauses Z29.2 and Z29.3, the *Employer* may treat such non-compliance as a substantial failure by the *Consultant* to comply with his obligations.

Z29.7 The *Consultant* acknowledges that the *Employer* may

- supply any information which it receives under clauses Z29.4 or Z29.6 or
- advise the non-supply of information

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

Clause Z30 **Consortia**

Z30.1 Where two or more Consortium Members comprise the *Consultant,* each Consortium Member is jointly and severally liable to the Employer for the performance of the *Consultant's* obligations under this contract.

Z30.2 If the joint venture arrangement between any Consortium Members which comprise the *Consultant* is terminated for any reason, the *Employer* may

- terminate this contract with immediate effect and

- treat the termination of this contract as a substantial failure by the *Consultant* to comply with his obligations.

Z30.3 Clause 90.1 of the *conditions of contract* is amended by inserting after "the other Party" in each of the second, third and fourth places where it appears the words "(or, in the case of the *Consultant,* any Consortium Member)".

Clause Z31 **Subconsulting**

Z31.1 Before:

- appointing a proposed Subconsultant or

- allowing a Subconsultant to appoint a proposed subsubconsultant

the *Consultant* submits to the *Employer* for acceptance

- a European Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed Subconsultant or subsubconsultant or

- 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 Subconsultant or subsubconsultant.

Z31.2 The *Consultant* does not appoint the proposed Subconsultant (or allow the Subconsultant to appoint the proposed subsubconsultant) until the *Employer* has accepted the submission. A reason for not accepting the submission is that it shows that there are grounds for excluding the proposed Subconsultant or subsubconsultant under regulation 57 of the Public Contracts Regulations 2015.

Z31.3 If requested by the *Employer*, the *Consultant* provides further information to support, update or clarify a submission under clause Z31.1.

Z31.4 If, following the acceptance of a submission under clause Z31.2, it is found that one of the grounds for excluding the Subconsultant or subsubconsultant under regulation 57 of the Public

Contracts Regulations 2015 applies, the *Employer* may instruct the *Consultant* to

- replace the Subconsultant or
- require the Subconsultant to replace the subsubconsultant.

Clause Z32 **Energy Efficiency Directive**

Z32.1 To the extent contained in the Scope, the *Consultant* includes in the *conditions of contract* for each Subconsultant and subsubconsultant obligations substantially similar to those set out in the Scope for

- compliance with the Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" and
- demonstrating to the *Employer* how in Providing the Services how the Subconsultant and subsubconsultant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive".

Clause Z33 **Compliance with statutory requirements**

The *Consultant* Provides the Services in compliance with all relevant:

- acts of parliament and any instruments, rules, orders, regulations, notices, directions, bye-laws, permissions and plans for the time being made under or deriving validity from them;
- European Directives or Regulations legally enforceable in England and Wales;
- rules, regulations, building regulations, orders, bye-laws or codes of practice or similar of any local or other competent authority or of any statutory undertaker; and
- permissions, consents, approvals, licences, certificates and permits as may be necessary lawfully to commence, carry out, complete and maintain the *services*.

Clause Z34 **Negotiation and mediation**

Z34.1 Without prejudice to either Party's right to refer a dispute to the *Adjudicator* in accordance with clause W1 or W2 (as appropriate), any dispute or difference between the Parties arising out of or relating to this contract is referred by either Party initially to representatives of the *Employer* and *Consultant* for negotiation and resolution.

Z34.2 If any dispute is not resolved within ten working days after it has been referred to the Parties' representatives (or such longer period as the Parties may agree), it is referred to an authorised senior officer of

the *Employer* and an authorised senior officer of the *Consultant* for negotiation and resolution.

Z34.3 If any dispute cannot be resolved within ten working days after it has been referred to the authorised senior officers of the *Employer* and *Consultant* (or such longer period as the Parties may agree) either Party may decline to continue to participate in the negotiation but both should give serious consideration to referring the dispute to mediation.

~~**Clause Z35**~~ ~~**Collateral Warranty Agreements**~~

~~Z35.1 If Option X8 applies add the following sub-clauses to option X8:~~

~~X8.2 The *Consultant* procures that the Subconsultants referred to in the Contract Data enter into the *subconsultant collateral warranties.*~~

~~X8.3 The *Consultant* shall provide the *Employer* with duly completed *collateral warranty agreements* and / or *subconsultant collateral warranties* in accordance with clauses X8.1 and X8.2 (as appropriate) no later than ten Working Days after the *Employer* has provided the *Consultant* with appropriate forms suitable for execution.~~

~~X8.4 If the *Consultant* fails to deliver the required *collateral warranty agreements* and / or *subconsultant collateral warranties* (or any one of them) in the manner and within the time stipulated by this contract, one quarter (1/4) of the Price for Services Provided to Date is retained in assessments of the amount due until the *Consultant* has remedied the failure.~~

~~**Clause Z36**~~ ~~**Access to MOD sites**~~

~~Z36.1 In this clause only:~~

- ~~"Site" includes any of Her Majesty's Ships or Vessels and Service Stations; and~~
- ~~"Officer in charge" includes Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.~~

~~Z36.2 The *Employer* issues passes for those representatives of the *Consultant* who are approved for admission to the Site and a representative is not admitted unless in possession of such a pass. Passes remain the property of the *Employer* and are surrendered on demand or on completion of the *service*.~~

~~Z36.3 The *Consultant's* representatives when employed within the boundaries of a Site comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance is with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules,~~

regulations and requirements are provided on request to the Officer in charge.

Z36.4 The *Consultant* is responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the *Employer* wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. The status accorded to the *Consultant*'s personnel for messing purposes is at the discretion of the Officer in charge who, wherever possible, gives his decision before the commencement of this contract where so asked by the *Consultant*. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the *Employer* and is obtained by the *Consultant* from the Officer in charge. Such certificate is presented to the *Employer* with other evidence relating to the costs of this contract.

Z36.5. The *Consultant* makes such arrangements through the Technical Branch named for this purpose in this contract. When such transport is not available within a reasonable time or in circumstances where the *Consultant* wishes its representatives to accompany material for installation which it is to arrange to be delivered, the *Consultant* makes its own transport arrangements. The *Employer* reimburses the *Consultant*'s reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the *Consultant*'s representatives locally overseas which is necessary for the purpose of this contract is provided wherever possible by the Ministry of Defence or by the Officer in charge and, where so provided, is free of charge.

Z36.6. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the *Consultant*'s representatives back to the United Kingdom, or elsewhere, for medical reasons, is charged to the *Consultant* at rates fixed in accordance with current Ministry of Defence regulations.

Z36.7 Accidents to the *Consultant*'s representatives which ordinarily require to be reported in accordance with Health and Safety at Work Act 1974 are reported to the Officer in charge so that the Inspector of Factories may be informed.

Z36.8 No assistance from public funds, and no messing facilities, accommodation or transport overseas is provided for dependants or members of the families of the *Consultant's* representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

Clause Z37 MoD DEFCON Requirements

~~Z37.1 If this Clause Z37 applies, then the Ministry of Defence terms and conditions listed in the MOD DEFCONS and DEFFORMS stated in the Contract Data shall apply to this contract and the *Consultant* Provides the Services in accordance with such MOD DEFCONS and DEFFORMS.~~

~~Z37.2 The *Consultant* confirms that it has had the opportunity to review the MOD DEFCONS and DEFFORMS and has raised all due diligence questions in relation to those documents with the Employer prior to the *starting date*.~~

~~Z37.3 Where required by the *Employer*, the *Consultant* shall take such actions as are necessary to ensure that the MOD DEFCONS and DEFFORMS constitute legal, valid, binding and enforceable obligations on the *Consultant*.~~

Clause Z38 **Intellectual Property Rights**

Z38.1 In this clause Z38:

- "Intellectual Property Rights" means any and all patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto; and

- "Material" means all Material prepared by or on behalf of the *Consultant*.

Z38.2 The Intellectual Property Rights in all Material and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Employer* and to the Authority an irrevocable, royalty free, non-exclusive licence to use and reproduce the Material for any and all purposes connected with the *services*. Such licence entitles the *Employer* and the Authority to grant sub-licences to third parties in the same terms as this licence.

Z38.3 The *Consultant* shall not be liable to any licencee for any use of the Material or the Intellectual Property Rights in the Material for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

Z38.4 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Material the *Consultant* uses all reasonable endeavours to procure the right to grant such rights to the *Employer* to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the *Consultant* is unable to procure the right to grant to the *Employer* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Employer* on industry acceptable terms.

Z38.5 The *Consultant* waives any moral right to be identified as author of the Material in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Material subjected to derogatory treatment in accordance with section 8 of that Act as against the *Employer* or any licensee or assignee of the *Employer*.

Z38.6 In the event that any act unauthorised by the *Employer* infringes a moral right of the *Consultant* in relation to the Material the *Consultant* undertakes, if the *Employer* so requests and at the *Employer's* expense, to institute proceedings for infringement of the moral rights.

Z38.7 The *Consultant* warrants to the *Employer* that he has not granted and shall not (unless authorised by the *Employer*) grant any rights to any third party to use or otherwise exploit the Material.

Z38.8 The *Consultant* supplies copies of the Material to the *Employer* and to the *Employer'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 works.

Z38.9 After the termination or conclusion of the *Consultant's* employment, the *Consultant* supplies the *Employer* with copies and/or computer discs of such of the Material as the *Employer* may from time to time request and the *Employer* pays the Consultant's reasonable costs for producing such copies or discs.

Z38.10 In Providing the Service the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Employer* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Clause Z39 **Financial Distress**

Z39.1 In this clause Z39 Credit Rating is the *credit rating* or any revised long term *credit rating* issued by a rating agency accepted by the *Employer* in respect of the *Consultant*, a Consortium Member or any *Guarantor*.

Z39.2 The *Consultant* notifies the *Employer* within one week if any of the following events occurs in relation to the *Consultant*, a Consortium Member or a *Guarantor*

- its Credit Rating falls below the relevant *credit rating*,
- a further fall in its Credit Rating below the relevant credit rating,
- it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,

- it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,

- it commits a material breach of its covenants to its lenders or

- its financial position or prospects deteriorate to such an extent that it would not meet the Credit Rating Threshold.

Z39.3 If any of the events listed in clause Z39.2 occurs, the *Employer* may require the *Consultant* to give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* and accepted by the *Employer* who (in either case) has a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z39.2 has occurred.

Z39.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with clause Z39.3 if the *Consultant* gives to the Employer an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z39.5 If

- the *Consultant* fails to notify the *Employer* that an event listed in clause Z39.2 has occurred,

- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with clause Z39.3,

- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the *Employer* to do so or

- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with clause Z39.3 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z40 **Change of Control – new guarantee**

Z40.1 If a Change of Control occurs, the *Consultant* provides to the *Employer*

- certified copies of the audited consolidated accounts of the Controller for the last three financial years,

- a certified copy of the board minute of the Controller confirming that it will give to the *Employer* a Parent Company Guarantee if so required by the *Employer* and any other information required by the *Employer* in order to determine whether the Controller has a credit rating at least equal to the *credit rating* for the original Guarantor (if there is one) or the *Consultant* (if there is not).

Z40.2 If the Controller does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6, the *Consultant* may propose an alternative guarantor to the *Employer* for acceptance. The *Consultant* provides to the *Employer* the details set out in clause Z40.1 and (if applicable) the legal opinion required in clause Z40.6 in relation to the proposed alternative guarantor. A reason for not accepting the proposed alternative guarantor is that he does not comply with the tests in clause Z40.1 or (if applicable) does not provide the legal opinion required in clause Z40.6.

Z40.3 If so required by the *Employer*, the *Consultant* within four weeks gives to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer*.

Z40.4 The *Employer* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Consultant* who does not comply with the tests in clause Z40.1 if the *Consultant* gives to the *Employer* an assurance that the Controller or the alternative guarantor will so comply within 18 months of the *Employer's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Employer* that it will so comply by the end of that period.

Z40.5 If

- neither the Controller nor any alternative guarantor proposed by the *Consultant* complies with the tests in clause Z40.1 or provides the legal opinion required by clause Z40.6,

- the *Consultant* does not give to the *Employer* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Employer* within four weeks of a request from the Employer to do so or

- the *Consultant* fails to demonstrate to the *Employer* that the Controller or the alternative guarantor accepted by the *Employer* will comply with the tests in clause Z40.1 within 18 months of the *Employer's* acceptance

the *Employer* may treat such failure as a substantial failure by the *Consultant* to comply with his obligations.

Z40.6 If the Controller, or any alternative guarantor proposed by the *Consultant*, is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* provides a legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the Controller or guarantor is incorporated and

- accepted by the *Employer*.

The legal opinion is addressed to the *Employer* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Employer*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Scope.

Clause Z41 ~~**Parent Company Guarantee**~~

~~Z41.1 If required by the *Employer*, the *Consultant* gives to the *Employer* a Parent Company Guarantee. If the Parent Company Guarantee was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date or the *Employer's* request, whichever is later. Parent Company Guarantees are given by~~

- ~~for a standalone company – the Controller,~~

- ~~for an unincorporated joint venture (more than one party) – the Controller of each Consortium Member or~~

- ~~for an incorporated joint venture – the Controller of each Consortium Member.~~

~~In all cases it is for the *Employer* to decide (in its discretion) whether it will accept a Parent Company Guarantee from a company other than the Controller.~~

~~Z41.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.~~

Clause Z42 **Offshoring of data**

Z42.1 In this clause

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

Z42.2 The Consultant does not store any of the *Employer*'s data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- offshore or
- in any way that it could be accessed from an offshore location

until the *Employer* has confirmed to the *Consultant* that either

- the *Employer* 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*
- such approval is not required.

Z42.3 The *Consultant* ensures that no premises are used to Provide the Services until

- such premises have passed a risk assessment or
- the *Employer* confirms to the *Consultant* that no risk assessment is required.

Z42.4 The *Consultant* complies with a request from the *Employer* to provide any information required to allow the *Employer* to

- gain approval for storing data or allowing access to data from an offshore location in accordance with Z42.2 or
- conduct a risk assessment for any premises for the purpose of Z42.3.

Z42.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.

Z42.6 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z43 **Payment forecast**

Z43.1 Prior to the submission of the *Consultant's* first invoice, the *Consultant* submits to the *Employer* a payment forecast based on the *Consultant's* estimate of the interim payments (including fees and expenses) which the *Consultant* anticipates will fall due at each assessment until Completion of the whole of the services.

Z43.2 Each subsequent invoice from the *Consultant* is accompanied by an updated payment forecast, amended to show the effects of any changes in the Scope and Accepted Programme.

Clause Z44 **Responsibility for documents**

Z44.1 The *Employer* 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 contract, but no such examination relieves the *Consultant* of any responsibility to Provide the Services.

Clause Z45 **Apprenticeships**

Z45.1 The *Consultant* is required to take all reasonable steps to employ apprentices, and report to the *Employer* on a monthly basis the numbers of apprentices employed and the wider skills training provided, in Providing the Services.

Z45.2 The *Consultant* is required to take all reasonable steps to ensure that no less than the percentage of its employees stated in the Contract Data (the "Apprenticeship Percentage") are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Services, (which may include support staff and Subconsultants) are provided by employees on formal apprenticeship programmes.

Z45.3 The *Consultant i*s required to make available to its employees and Subconsultants working on this contract, information about the Government's Apprenticeship programme and wider skills opportunities.

Z45.4 The *Consultant* is to provide any further skills training opportunities that are appropriate for its employees engaged in the *services*.

Z45.5 The *Consultant* is to provide a monthly written report detailing the following measures and be prepared to discuss apprenticeships at its regular meetings with the *Employer:*

- the number of people during the reporting period employed on this contract, including support staff and Subconsultants,
- the number of apprentices and number of new starts on apprenticeships directly initiated through the procurement process,
- the percentage of all employees taking part in an apprenticeship programme,
- if applicable, an explanation from the *Consultant* as to why it is not managing to meet the specified percentage target
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by employees in relation to this contract, including
    - work experience placements for 14 to 16 year olds,
    - work experience /work trial placements for other ages,
    - student sandwich/gap year placements,
    - graduate placements,
    - vocational training,

- basic skills training and
- on site training provision/ facilities.

Clause Z46 Termination following prolonged suspension

Z46.1 The *Consultant* may terminate his obligation to Provide the Services by notifying the Employer if

- the whole of the *services* has been stopped under clause 33 of the *conditions of contract* for a period in excess of six months;
- the *Consultant* has given the *Employer* a request for an instruction that the *services* be resumed; and
- the *Consultant* has not been given instructions to resume the *services* within a period of 30 days after the *Employer* receives from the *Consultant* a request for an instruction that the *services* be resumed.

Clause Z47 Employer's Property

Z47.1 If the *Consultant* is permitted to use equipment or other such property belonging to the *Employer* (the "Employer's Property") the following provisions apply.

- All Employer's Property remains the property of the *Employer*.
- Any failure of the Employer's Property shall not be a compensation event unless the *Consultant* demonstrates that the failure was caused by the *Employer's* undue delay in its repair or replacement.

Clause Z48 Building Information Modelling

Where a BIM Protocol Applies

Z48.1 If the Contract Data states a BIM Protocol applies, then the Employer and the Consultant shall:

- comply with their respective obligations set out in the BIM Protocol;
- have the benefit of any rights granted to them in the BIM Protocol; and
- have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.

Where a BIM Protocol Does Not Apply

Z48.2 If the Contract Data states that a BIM Protocol does not apply then:

- if it is stated in the Contract Data that the Consultant is to act as the BIM Information Manager, the Consultant shall act as a the BIM Information Manager for the Project as more fully set out in the BIM Documents;

- if it is not stated in the Contract Data that the Consultant is to act as the BIM Information Manager, the Consultant shall comply with the reasonable instructions of the BIM Information Manager in relation to the BIM Documents;

- The Employer grants to the Consultant, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (or, as the case may be, sub-licence) including the right to grant sub-licences (or, as the case may be, sub-sub-licences), to copy and make full use of the Material produced in accordance with the BIM Documents by or on behalf of the Employer (including any produced by the Consultant or another member of the professional team) for the purpose of providing the services and complying with the BIM Documents;

- Clause Z38.3 shall have no effect and neither Party shall be liable to the other for:

- any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided; or

- any amendment or modification of the Material produced in accordance with the BIM Documents, except where such amendment or modification:

    - was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);

    - was permitted by the BIM Documents; or

    - was made for a Permitted Use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to this contract.

Clause Z49 Compensation Events

Amendment to Clause 63.1

At the beginning of clause 63.1 delete “The” and replace with “Subject to clause 63.12, the”.

New clause 63.12

Include the following as a new clause 63.12:

“Prices in respect of any required non-core services are calculated and assessed using rates for activities from the Activity Schedule, including any changes to such Prices.”