

FRAMEWORK ANNEX 3

DRAFT CALL-OFF CONTRACT TEMPLATE

<u>FRAMEWORK AGREEMENT</u>	
Framework Agreement for the purchase of Environmental Noise Modelling Design and Build	
FRAMEWORK AGREEMENT NUMBER: ITT Project 28225 Framework - Project 32154 ECM61911 To be quoted on all correspondence relating to the Order.	DATE: 01/07/2021
BETWEEN:	
DEFRA	Noise Consultant Limited
Nobel House	23 Coldharbour Road
London SW1P 7JP	Bristol
[REDACTED]	BS6 7JT
Job Title: Noise and Nuisance Team	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
SERVICES TO BE PROVIDED AT: As defined by Framework Agreement and OJEU Notice.	INVOICE ADDRESS: The Authority shall pay all sums due to the Provider within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address: Accounts-payable.def@gov.sscl.com (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.
PROJECT DESCRIPTION:	
On 1st February 2021 Defra awarded a 4 year single supplier framework to Noise Consultants Ltd for Environmental Noise Modelling Design and Build. This 2 nd Contract call off is for delivery of Stage 2b of the project at a value of £1,391,892.80 ex VAT in 21/22.	

The 1st Contract call off was for delivery of Stage 1 and Stage 2a of the project at a value of £2,090,125 in 20/21 and 21/22. This Call-off is scheduled for completion in the 3rd/4th quarter of 21-22.

The Defra Noise Team lead on the implementation of the Environmental Noise (England) Regulations 2006 these Regulations apply to environmental noise, mainly from transport, but also from industry. These regulations require noise mapping and action planning for major sources of road, rail and aviation noise and noise in large urban areas on a five-yearly cycle. The Environmental Noise Directive has separately been transposed into Law in the Devolved Governments.

In order to comply with these Regulations Defra must design and implement a new modelling methodology. The framework and contract award facilitates both the design and build to deliver this regulatory compliance.

Call Off 2

In summary, this programme plans for:

- continued data collection activities and manual segmentation work on acoustic datasets as required for the Manchester area but for national coverage;
- this is necessary to ensure that work that allows the overarching programme of delivering national maps in June 2022 can be met
- continued data standards development work including support to Defra in consulting on these standards;
- development of the NMS components required to deliver Defra's maps notably specific modifications to the Oden and LimA components;
- updates to the Data Standards, System Design and Data Input Reports;
- This includes preparatory work to support the publication by Defra of the Draft Data Standards for consideration by the wider acoustic and data communities in Q4 2021.
- ongoing testing and assurance being reported within the Testing Report;
- demonstration of the mapping prototype for the Greater Manchester area in December 2021;
- This provided a natural break before the system development phases. It allowed greater precision about the scope and cost of the system determined along with wider data availability.

Stage 2b - Development of the Mapping Prototype. July 2021 to November 2021

Stage 1 - System Design & Data Standards Development. Duration 1 March 2021 to 2 June 2021.

Stage 2a - Mapping Platform Research and Development. 1 March 2021 to 11 November 2021.

CONTRACT PERIOD:

This 2nd Call-Off Framework Agreement shall take effect on the date of execution hereof and, subject to the rights of termination contained herein, shall expire by not later than December 2021 unless otherwise extended by the Authority.

Stage 2b - July 2021 to November 2021 and not Later than December 2021.

[REDACTED]

[REDACTED]

CONTRACT VALUE:

The contract value is stated below for each stage 2b, in accordance with the NCL stage proposal COC02. **The total value is 1,391,892.80. ex vat.**

	Value
Stage 2b	£1,391,892

DESCRIPTION OF GOODS AND/OR SERVICES:

The Goods and Services to be provided are as set out in the NCL Document titled 'COC02 Call Off Proposal'. This is enclosed as Appendix 1.

<p>Stage 2: Prototype Delivery</p> <ul style="list-style-type: none"> - Prototype development - Set up of common development environment - Consolidation of data engine (pre-processing, automation, QC and metadata) - Test and main injection to prototype database - Delivery of prototype demonstration & technical report 	
<p>RATES AND CHARGES:</p>	
<p>The prices to be paid to the Contractor for the supply to DEFRA of specific items within the range of Goods and Services are those set out in Schedule 2 below.</p> <p>Proposals to vary the prices on renewal or extension of this Framework Agreement must be made by the Contractor to DEFRA in writing [three months] before the expiry date of this Framework Agreement.</p>	
<p>TERMS:</p>	
<p>Standard GLD Terms for Services as Per the Noise Modelling Framework Terms and Conditions with the following modification / variation.</p> <p>“As per submissions made as part of the tender in both the qualification and through clarification we can only enter into call offs where the terms described under Section 25 ‘Limitations on Liability’ make clear that the limit of aggregated claims do not exceed the insurance coverage held by Noise Consultants Limited which are as outlined and communicated through the tendering exercise as follows:</p> <ul style="list-style-type: none"> • Employer’s (Compulsory) Liability Insurance = £10 million • Public Liability Insurance = £ 10 million • Professional Indemnity Insurance = £ 5million <p>Furthermore, the penalty clauses related to KPIs described within the model terms is unexpected given the clarifications made during the tender process.</p> <p>To this end the following amendments in relation to Section 25 are agreeable:</p> <ul style="list-style-type: none"> • Schedule 2.5 should be introduced to reflect the insurance coverage outlined above. This is currently missing from the terms. • Remove ‘Unlimited Liability’ and replace with ‘Limits of Liability’ • 25.1 – 25.3: All liability under these clauses are to be capped to £5million in line with insurance coverage. • 25.4 (a) and 25.4(b) – All liability should be capped at £5million • 25.4 (c), 25.4(d) – Remove – The clarifications provided at the tender stage did not indicate such provisions would be required • 25.5 onwards – remove all reference to ‘Uncapped Liability’ 	

Purpose of Framework Agreement

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

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

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

Scope of Framework Agreement

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

Method of ordering

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

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

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

Termination

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

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

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

- c) allow the Work Package Order to continue until the obligations under it are fulfilled.

Order Of Precedence

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

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

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

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

Definitions

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

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

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

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

SIGNATURE:

Signed on behalf of DEFRA:

Signed on behalf of the Contractor:

Authorised Signatory:

Authorised Signatory:

.....

.....

Print name:

Print name:

Job title:

Job title:

Date:

Date:

[REDACTED]

[REDACTED]