



**Maritime &
Coastguard
Agency**

CBRE Managed Services Limited

Senior Procurement & Contracts
Business Partner
Maritime & Coastguard Agency
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email:

Web site: www.dft.gov.uk/mca

Thursday, 12 December 2024

Sent Electronically

Dear ,

TCA 3-7-1718 – Facilitation of Landlord Major Repairs and undertaking of low value works

1. On behalf of the Secretary of State for Transport, I authorise low value contracts under £5,000 per contract to be awarded by the Landlord Team (UK International Liaison), to CBRE Managed Services Limited (CBRE) as the total facilities management company contracted with
2. The following conditions apply:
 - a. The Landlord Team may request a quotation from CBRE to undertake a specific project. Upon request for quotation, CBRE shall advise in writing that they; a) intend to submit a quotation, or b) shall decline to provide a quotation. Where CBRE provides a quotation, they must submit their written quote along with those of their sub-contractor(s) to the Landlord Team for review. CBRE Managed Services Limited must await approval from the Landlord Team specifying the duration, cost, purchase order and invoicing procedure prior to taking further action.
 - b. The cumulative total of the contracts must not exceed £50,000 between 1 August 2024 – 31 July 2025, and this Letter and the authority granted by it shall expire on 31 July 2025, unless terminated in accordance with 2(e)
 - c. The rates to be applied
The present rates are set out in Annex A, with the understanding that labour rates are uplifted by CPI each August
 - d. The conditions applied to each and every approved work item is NEC4 ECC Option A, the agreed template in Annex B inclusive of such amends the Parties may consider necessary. Where CBRE have provided a quotation in accordance with 2(a) and the Landlord Team accepts the quotation, the Landlord Team shall issue an email in accordance with the form at Annex C (the "Notification"). CBRE shall

be permitted to clarify any element of the Notification insofar as it relates to the NEC4, and only upon written acceptance of the Notification from CBRE shall the governing terms be agreed as those contained within the Notification (or such updated Notification, where subsequent amendments are agreed).

- e. Either party may terminate their engagement under this letter at any time by providing written notice to the other, upon which the termination shall be effective immediately. For the avoidance of doubt, any termination of this letter shall not effect any works in progress and the terms shall apply until such time that the works are completed.

3. The primary contact within the Landlord Team is [REDACTED]
[REDACTED] The primary contact for CBRE is [REDACTED]

4. Please sign and return a duplicate of this letter of engagement.

Yours sincerely,

[Please refer to DocuSign signature]

[REDACTED]
Senior Procurement & Contracts Business Partner
Maritime & Coastguard Agency
By authority of the Secretary of State for Transport

I hereby confirm receipt of the above letter for the Facilitation of Landlord Major Repairs and undertaking of low value works at [REDACTED]
(MCA Ref TCA 3-7-1718)

[Please refer to DocuSign signature]

Annex A

[illegible]

[illegible]

Short Contract

A contract between

Maritime and Coastguard Agency

and

CBRE Managed Services Limited

for

Under this contract, the contractor will undertake various works at [REDACTED] on a project-by-project basis as required by the Maritime & Coastguard Agency. Definition provided on a project by project basis

Contract Forms

Contract Data

The Contractor's Offer and Client's Acceptance

Price List

Scope

Site Information

Notes about the contract are printed in boxes like this one. They are not part of the contract.

The *Client's* Contract Data

Name [REDACTED] (Maritime and Coastguard Agency)

Maritime & Coastguard Agency
Spring Place, Bay 2/29, 105 Commercial Road, Southampton, SO15
1EG

Email address – [REDACTED]

Definition provided on a case by case basis

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TBC

TBC

£250

2

52

Two

First day

5

Name	The Royal Institution of Chartered Surveyors
------	--

12 Great George Street, Parliament Square, London, SW1P 3AD

██████████

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

N/A

Only enter details here if the *Client* is to provide insurance.

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

N/A

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

N/A

Is the *Contractor's* obligation for design to use the skill and care normally used by professionals designing works similar to the *works*? **Yes** (delete as applicable)

The *Contractor* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Contractor</i> for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i>	£1,000,000 (one million pounds)	12 Years
	in respect of each claim, without limit to the number of claims	

Only enter details here if design is to be prepared by the *Contractor* using the skill and care normally used by professionals providing designs.

Contract Data

The *Client's* Contract Data

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

Refer to Z5

The Contractor's total liability to the Client which arises under or in connection with the contract is limited to

Refer to Z5

The *Adjudicator nominating body* is

The Royal Institute of Chartered Surveyors

The *tribunal* is

Adjudication

If the *tribunal* is arbitration, the arbitration procedure is

Royal Institute of Chartered Surveyors

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contract Data

The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic
communications

The *fee percentage* is

%

The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is

% (state plus

or minus)

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Please refer to DocuSign details

Date

Please refer to DocuSign details

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Please refer to DocuSign details

Date

Please refer to DocuSign details

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE

The total of the Prices

The method and rules used to compile the Price List are

Scope

The **Scope** should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

Information provided by the *Contractor* should be listed in the **Scope** only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the **Scope**.

1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

2 Drawings

List the drawings that apply to the contract.

DRAWING NUMBER	REVISION	TITLE

Scope

3 Specifications

List the specifications which apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

All work to be conducted in accordance with the agreed-upon timings set by [REDACTED]
[REDACTED] It is imperative that the execution of work does not impede or interfere with any scheduled meetings or events. While it is not anticipated that the nature of the works will cause disruption, the Contractor shall ensure minimal disturbance to ongoing operations.

All timings related to the execution of work must be approved by both the Project Manager and the Client. Any deviation from agreed-upon schedules must be promptly communicated and mutually agreed upon by all parties involved

Scope

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

The contractor is to produce a Contract Programme reflecting the specified works for agreement, prior to commencement on site.

The Main Contractor is to make allowances for lead-in times required by specialist sub-contractors/suppliers, details of which are to be clearly highlighted through a critical path on the Contract Programme.

6 Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.

Not applicable.

Annex C

Dear INSERT NAME,

On behalf of the Maritime & Coastguard Agency I accept the quote from CBRE Managed Services Limited to [insert description of works] [REDACTED] This was detailed on CBRE quotation [insert reference].

The contract is to be let under general Conditions of Contract (NEC4 Short Form) as agreed [insert date of agreement between our parties of the standard terms] and will have an operative period for the duration of these works. Specific to this contract:

- The Scope – as stated in CBRE quote
- The Site Information – N/A
- Time – insert dates if known at time of award, otherwise will state “as agreed with Project Manager from [REDACTED]”
- X7 Delay damages – N/A
- X16 Retention – N/A
- X18 Limitation of Liability – Refer to Z5

CBRE shall confirm it's acceptance by return, or advise of any required changes.

The price for this Contract is [insert reference] exclusive of VAT.

The Purchase Order number for this contract is [insert PO details] and must quoted on the invoice once works have been completed. The invoice is to be submitted to [REDACTED] for approval before it is sent to [REDACTED] for payment.

Invoices received without the correct PO number will be returned to you and will delay receipt of payment.