

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the **14th day of September 2021.**

BETWEEN

(1) HM Revenue & Customs of [REDACTED] (the "**Customer**");
and

(2) **WSP UK Ltd.** whose registered office is [REDACTED]
whose company number is [REDACTED] (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Professional Services/Consultancy relating to the Inland Border Facility (IBF) at Dover White Cliffs pursuant to the ESPO Framework Agreement (reference 2664).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 2664 and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - The Master Contract Schedule
 - This Form of Contract
 - The documents as listed [below]
 - Call-Off SPECIAL Term 1 – HMRC Mandatory Clauses
 - HMRC Security Questionnaire
 - Framework Rates

- **IN WITNESS OF** the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

HM REVENUE & CUSTOMS

by [REDACTED] [an authorised officer]

) [REDACTED]

) [REDACTED]

Authorised Officer

Print name: [REDACTED]

Signed by

WSP UK LTD.

) [REDACTED]

) [REDACTED]

)

Service Provider

Print name: [REDACTED]

This document relates to and forms part of the Call-Off Terms

(Document Reference Appendix 4 – Call Off Terms)

MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 2664)

| |
|---|
| 1. TERM |
| Commencement Date 14/09/2021 Expiry Date 13/12/2021 Extension Period 0 |
| 2. GOODS AND/OR SERVICES REQUIREMENTS |
| Goods required N/A Services and Deliverables required Professional Services Scope to cover; <ul style="list-style-type: none">• Early site master planning, SDO submissions, relevant surveys. On a time charged basis. Optional Services required N/A |
| |

Performance/Delivery Location/Premises

Inland Border Facility at Dover White Cliffs

Standards

Quality Standards

The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body (**BSI British Standards, ISO or other**). To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

Technical Standards

As set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract.

Disaster Recovery and Business Continuity

The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

To provide professional services including the employment of an Architect to progress the strategic definition and project brief ahead of concept design for the HMRC Buildings required at the Dover Whitecliffs IBF. This brief would require up to 2 site visits to look at existing facilities and meetings with HMRC.

Key Personnel

If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- refuse admission to the relevant person(s) to the Authority's premises;
- direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

- require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,
- and the Supplier shall comply with any such notice.

The Supplier shall:

- ensure that all Supplier Personnel are vetted in accordance with good industry practice, BPSS and any security requirements set out in Schedule 1 (Service Order);
- if requested, provide the Authority with a list of the names and addresses (and any other relevant information, including the capacities in which they are concerned with the Agreement) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
- procure that all Supplier Personnel comply with any rules, regulations and requirements reasonably specified by the Authority.

Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The Supplier shall use all reasonable endeavours to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

Where Supplier Personnel are required to have a pass for admission to the Authority's premises, the Authority's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

The Service Provider shall supply the Goods and/or Services in accordance with any Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.

In the event that not all of the Goods and/or Services are Delivered by any relevant Milestone Dates specified then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.

The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of any Implementation Plan.

A draft template Implementation Plan as at the Commencement Date is set out

below:

| Milestone | Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone) | Duration (Working Days) | Milestone Date | Customer Responsibilities (if applicable) | Delay Payments |
|---------------------------------------|---|-------------------------------------|----------------------------------|--|---|
| Milestones to be agreed with Customer | Deliverables to be agreed with Customer | Duration to be agreed with Customer | Dates to be agreed with Customer | N/A | Delay Payments (if applicable) to be agreed with Customer |

Critical Service Failure

- (i) In relation to the required Professional Services a Critical Service Failure shall include a delay in servicing the demand for early site master planning, SDO submissions, relevant surveys, ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.

Monitoring

Early Site Master Planning

SDO Submissions

Surveys

Review Meetings

Management Information

Management Information to be provided in accordance with clause 7 of the Call-Off Terms by 12pm Friday each week (if requested). The Supplier shall provide to the Authority:

Any or all of the following reports at the Authority's request:

- delay reports;
- reports relating tests carried out, Security Management and Business Continuity and Disaster Capability;

Performance Monitoring Reports;

- reports which the Supplier is required to supply as part of the Management Information;
- security reports;
- Force Majeure Event reports.

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

Site or Systems access (where applicable)

Customer's equipment (where appropriate)

N/A

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

£100,000 (1 month)

- Architectural sub-consultant - [REDACTED]
- Structural engineering and initial design management [REDACTED]
- MEP services - [REDACTED]

Time Charge basis in line with **Framework Rates** document.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Any Commercially Sensitive information (although it is not envisioned that any personal data will be processed.)

Full compliance with Freedom of Information Act (FOIA) and the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004).

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

Inclusion of:

Call-Off SPECIAL Term 1 – HMRC Mandatory Clauses

CCS Frame Work Rates:

| CCS LOT 2 | |
|--|--------|
| P-09 Director | 120.00 |
| P-08 Technical Director | 120.00 |
| P-07 Associate Director | 102.00 |
| P-06 Associate | 102.00 |
| P-05 Principal Engineer/Consultant | 102.00 |
| P-04 Senior Engineer/Consultant | 66.00 |
| P-03 Engineer/Consultant/Planner | 66.00 |
| P-02 Assistant Engineer/Consultant | 42.00 |
| P-01 Graduate Engineer/Consultant | 42.00 |
| P-00 Undergraduate Engineer/Consultant | 42.00 |
| T-05 Principal Technician | 102.00 |
| T-04 Senior Technician | 66.00 |
| T-03 Technician | 42.00 |
| T-02 Junior Technician | 30.00 |
| T-01 Apprentice | 42.00 |

V1.0 Security Plan Questionnaire (Low).docx

Amendments to clauses:

11.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date *of receipt of the invoice*, providing that the Customer has determined that the invoice is valid and undisputed.

11.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract.

16.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any negligent act or omission by the Service Provider, infringement or alleged infringement (including the defence

of such alleged infringement) of any Intellectual Property Right by the:

16.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and

16.4.2 performance of the Service Provider's responsibilities and obligations hereunder.

18.1.4 Subject always to clause 18.1.1 and clause 18.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:

18.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed *five million pounds (£5,000,000)*; and

18.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed *five million pounds sterling (£5,000,000)*.

18.2.1 *Subject to such insurances being generally available in the market on commercially reasonable rates and terms* the Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be maintained for the Contract Period. *If such insurance is not generally available in the market on commercially reasonable rates and terms the Service Provider shall notify the Customer seek the Customer's approval for an appropriate alternative policy or policies – such approval not to be unreasonably withheld.*

18.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of

five million pounds sterling (£5,000,000) for each individual claim.

18.2.5 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place or other evidence of payment of the latest premiums due under those policies.

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

INTRODUCTION

The Supplier shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

| Description | Details N/A |
|---|-------------|
| Subject matter of the processing | N/A |
| Duration of the processing | N/A |
| Nature and purposes of the processing | N/A |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |
| Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data. | N/A |

**THE CUSTOMER
(HMRC)**

- and -

**THE SERVICE PROVIDER
(WSP UK LTD)**

CALL-OFF TERMS

relating to

**Professional Services for the Inland border Facility
at Dover White Cliffs
(SR717938511)**

**PROPERTY, BUILDING & INFRASTRUCTURE
ADVICE & MANAGEMENT SERVICES**

**CONTRACT REF
2664_18**

