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**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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- 16.

Date.....

## **FORM OF AGREEMENT**

**Incorporating the NEC3 Professional Services Contract April 2013**

**Between**

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**And**

**MCBAINS LTD**

**For the provision of**

**Design Team North Professional Services to support DWP Batch 3 Capex Projects in FY21/22 and  
FY22/23**

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

**PARTIES:**

1. **THE SECRETARY OF STATE 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 and Wales (Company No.03094139) whose registered office address is at 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 03 May 2017 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 12 May 2021 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).
- (D) On the 08 June 2021 *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.
- (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.
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. Employer's Statement of Requirements and Scope
  2. Consultant Proposal
  3. Price List
  4. TUPE Schedules (Annex G) and list of Notified Sub-consultants
  5. Template Collateral Warranty in favour of a Beneficiary
  6. Personal Data and Data Subjects
  7. Form of Task Order
  8. Security Policy
  9. *Employer's* Code of Conduct
  10. Key Performance Indicators
  11. BIM Protocol

Invitation to Tender for Design Team North Professional Services to support DWP Batch 3 Capex Projects in FY21/22 and FY22/23 dated 11<sup>th</sup> May 2021, as amended **Executed as a deed**

This Call Off Contract is EXECUTED AS A DEED by the Parties and is delivered on the date which first appears in this Deed.

The corporate seal of Secretary of State for )  
 Work and Pensions is hereunto )  
 affixed and authenticated by: )  
 )  
 )  
 )  
 )  
 )

SEAL OF **SECRETARY OF STATE FOR WORK AND PENSIONS**

Signed as a deed by **MCBAINS LTD** acting  
by a Director and the Company Secretary/two  
Directors

.....  
Director

.....  
Director/Company Secretary

# 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 and/or main Option E (as specified in the relevant Task Order), dispute resolution Option W2 and secondary Options X2, X8, X10, X11, X18, X19, X20, Y(UK)2, Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).
  - The *Employer* is The Secretary of State for Work and Pensions, Caxton House, Tothill Street, London, SW1H 9NA.
  - The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Royal Institution of Chartered Surveyors or nominated by the *Adjudicator nominating body* in the absence of agreement.
  - The *services* are as set out in DWP's Statement of Requirements and Scope in Schedule 1 to this agreement.
  - The *Scope* is in as set out in DWP's Statement of Requirements and Scope in Schedule 1 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 the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this contract 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 *Service Manager* is:  
Name: Sodexo Limited (company number: 00842846)  
Address: One Southampton Row, Holborn, London, WC1B 5HA
  - 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

## 1. Covid-19

### 2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things:
  - a) access to DWP premises as necessary; and
  - b) such additional access as is set out in the relevant Task Order.

### 3 Time

- The *starting date* is 19/07/2021
- The *service period* is the period of 1 year and 9 months commencing on the *starting date* (the ***initial service period***), provided that the *Employer* may extend the *service period* by up to 6 months (an ***extension period***), commencing on the day following the last day of the *initial service period* as appropriate, by giving not less than 8 weeks' written notice to the *Consultant* prior to the commencement of the relevant *extension period*.
- The *Consultant* submits revised programmes at intervals no longer than two weeks.

### 4 Quality

- The quality policy statement and quality plan are provided within 2 weeks of the *starting date*.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

### 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 <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£10,000,000 in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination or fire safety notifications, 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.	from the <i>starting date</i> until 12 years following completion of the whole of the <i>services</i> or earlier termination
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	As required under Framework Schedule 14 (Annex 1 - Part A)	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
death of or bodily injury to employees of the <i>Consultant</i> 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 <i>starting date</i> until all notified Defects have been corrected or earlier termination
<ul style="list-style-type: none"> <li>• <i>The Consultant's</i> total liability to the <i>Employer</i> 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.</li> </ul>		

#### Optional Statements

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

- The *completion date* for the *services* is 31<sup>st</sup> March 2023.

**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
- 1: The management and evaluation of Contractor tenders will be completed.
- 1: Within timescales communicated in writing (which may include email) by the Employer's Agent to the Consultant.
- 2: The appropriate Design Standards Compliance Form for each site, defined in the Statement of Requirements and Scope, will be updated at Royal Institute of British Architects (RIBA) stage 2 and 4.
- 2: Within 2 working days of the request being made by the Employer.
- 3: Responses to requests for information and/or input or review defined in the Statement of Requirements and Scope from the Project Management Team (PMT), Cost Management Team (CMT) and Design Team South (DTS) will be provided and issued.
- 3: Within 2 Working Days of the request for information and/or input or review being submitted to the Consultant in writing (which may include email), unless otherwise agreed by the Employer.
- 4: Attendance at a meeting(s) to discuss the report(s) of performance against each Key Performance Indicator and application of the *incentive schedule*.
- 4: Will be communicated in writing (which may include email) by the Employer to the Consultant as and when required.

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

- Not applicable

**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 30 days after the date when payment is due.

**If the *Employer* states any *expenses***

- The *Employer* does not state any expenses.

**If the *tribunal* is arbitration**

- The *arbitration procedure* is the London Court of International Arbitration Rules.
- The number of arbitrators shall be agreed by the Parties before the commencement of arbitration proceedings.
- The place where arbitration is to be held will be agreed by the Parties before the commencement of arbitration proceedings.
- 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 Chartered Institute of Arbitrators.

**If Option A is used:**

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

**If Option C or E is used:**

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

**Option X2 Option X2 is used:**

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

**Option X8 If Option X8 is used**

- The *Sub-consultant 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 those persons identified in the relevant Task Order.

**Option X10 Option X10 is used**

- The *Employer's Agent* is
- Name: Sodexo Limited (company number 00842846)
- Address: One Southampton Row, Holborn, London WC1B 5HA

The authority of the *Employer's Agent* is as set out in clause Z51.

**Option X18 Option X18 is used:**

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to £10,000,000.
- 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.
- The *end of liability* date is 12 years after Completion of the whole of the *services*.

**Option X19 Option X19 is used**

- The *Consultant* submits a Task Order programme to the *Service Manager* within 5 Working Days of receiving the Task Order.

**Option X20 Option X20 is used:**

- The *incentive schedule* for Key Performance Indicators (**KPIs**) is in Contract Schedule 10.
- During the first 3 months of the contract (the **KPI Benchmarking Period**), the KPIs in the incentive schedule will be monitored and measured, but Red, Amber and Green ratings will not be applied in respect of the KPI Benchmarking Period.
- Within 10 Working Days following the end of the KPI Benchmarking Period, the Consultant shall propose any amendments to the KPIs, that it reasonably considers would incentivise good and effective performance of the contract by the Consultant (the **RAG Proposal**).
- Following receipt of the RAG Proposal (or at any time if the RAG Proposal is not provided within the applicable period), the *Employer* may by written notice amend any part of the incentive schedule, including the criteria for Red, Amber and Green ratings, based on the reported performance of the *Consultant* in the KPI Benchmarking Period. The *Employer* shall have regard to the RAG Proposal and shall consult with the *Consultant* when determining such amendments. The *Consultant* shall co-operate with and provide reasonable assistance to the *Employer* and the Employer's Agent to identify such amendments as are required to effect an effective incentive schedule.
- A report detailing performance against each KPI is provided at intervals of 1 month.
- The Parties shall meet within 5 Working Days following each KPI performance report being provided at a monthly performance meeting. Without prejudice to the Improvement Plan Process set out below, actions and associated timescales will be agreed to share best practice and/or agree how improvements to performance will be implemented.
- The performance of the Consultant in the preceding month is classified as 'Good', 'Poor' or 'Requiring Improvement' in accordance with Contract Schedule 10.
- Without prejudice to any other right or remedy of the *Employer*, where the performance of the *Consultant* is classified as 'Poor':
  1. in three or more consecutive months, the *Employer* may, at its discretion notify the Consultant that it will suspend the instruction of any new Tasks that may be required and provision of associated Task Orders until the expiry of three months from the date of suspension (the "**Initial TO Suspension Period**");
  2. in two or more consecutive months within the Initial TO Suspension Period or a Further TO Suspension Period (as defined below), the *Employer* may, at its discretion notify the Consultant that it will further suspend the

instruction of any new Tasks that may be required and provision of associated Task Orders (a “**Further TO Suspension Period**”). The Further TO Suspension Period shall be for a period of three months from the date of expiry of the Initial TO Suspension Period or the then-current Further TO Suspension Period (as appropriate); and

3. in two or more consecutive months during a Further TO Suspension Period or in any five or more consecutive months (whether or not provision of Task Orders is suspended), the *Consultant* shall be deemed to have substantially failed to comply with his obligations and such default shall be deemed not to be capable of being put right. Accordingly, the *Employer* may terminate the *Consultant’s* obligation to Provide the Services.
- Any suspension of the instruction new Tasks and provision of associated Task Orders shall be without prejudice to the obligation of the *Consultant* to continue to Provide the Services. For the avoidance of doubt the *Employer* may procure provision of such new Tasks from third parties during any period of suspension.
  - For the avoidance of doubt, no guarantee is given by the *Employer* in respect of levels or values of work and the *Consultant* is appointed by the *Employer* on a non-exclusive basis.
  - Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.
  - The *Employer* reserves the right to disapply the *incentive schedule* in whole or in part where the *Employer* considers that mitigating circumstances apply.

#### **Improvement Plan Process**

- An **Improvement Plan** is the plan to address the impact of and prevent the reoccurrence of performance by the *Consultant* which is ‘Poor’ or ‘Requiring Improvement’.
- Where the performance of the *Consultant* is ‘Poor’ or ‘Requiring Improvement’ in the previous month, the *Employer* may serve notice (an **Improvement Notice**) on the *Consultant* setting out sufficient detail to make it clear what the *Consultant* has to rectify.
- Where an Improvement Notice is served the *Consultant* submits to the *Employer* a draft Improvement Plan and the *Employer* reviews it as soon as possible and in any event within 10 Working Days (or such other period as the Parties agree) of the monthly performance meeting or, if later, the date of service of the Improvement Notice. The *Consultant* submits a draft Improvement Plan even if it disputes the performance rating in the previous month.
- The draft Improvement Plan sets out:

1. full details of the performance rating in the previous month and which KPIs were rated as Red or Amber to achieve this rating; and
  2. the steps the *Consultant* proposes to take to rectify and improve the performance of these KPIs and to prevent any issues from recurring, including timescales for such steps.
- The *Consultant* provides the *Employer* with such additional information or documentation as the *Employer* reasonably requires.
  - The *Employer* notifies the *Consultant* that:
    1. it agrees the draft Improvement Plan; or
    2. it rejects the draft Improvement Plan because it is inadequate, for example because it is not detailed enough to evaluate, will take too long to complete, will not prevent reoccurrence of the Red or Amber markings it was drafted to improve or is otherwise unacceptable to the *Employer*. Where the *Employer* does so it shall set out its reasons for doing so.
  - Where the *Employer* accepts the Improvement Plan the *Consultant* immediately implements the actions in the Improvement Plan.
  - Where the *Employer* rejects the Improvement Plan the *Consultant* resubmits its draft Improvement Plan taking into account the *Employer's* comments within 5 Working Days of notice that the *Employer* rejects the preceding Improvement Plan.
  - If performance of the *Consultant* is classified as 'Poor' and the *Consultant* fails in respect of any of such incidences of 'Poor' performance:
    1. to submit a draft Improvement Plan to the *Employer* as required by this clause X20;
    2. to submit a draft Improvement Plan which the *Employer* acting reasonably does not approve;
    3. to implement an Improvement Plan agreed by the Parties by the date of rectification stipulated in the Improvement Plan; or
    4. following implementation of a previous Improvement Plan, where one or more of the same KPIs has received a Red marking in consecutive months for the same (or substantially the same) root cause,

then the *Consultant* shall be deemed to have substantially failed to comply with his obligations and such default shall be deemed not to be capable of being put right and, without prejudice to any other right or remedy of the *Employer*, the *Employer* may:

1. suspend the instruction of any new Tasks that may be required and provision of associated Task Orders (and for the avoidance of doubt the *Employer* may procure provision of such Tasks from third parties) until the expiry

of three months from the date of suspension; or (b) the performance of the Consultant having been classified as 'Good' or 'Requiring Improvement' for a period of not less than 2 consecutive months, without prejudice to the obligation of the Consultant to continue to Provide the Services; and/or

2. terminate the *Consultant's* obligation to Provide the Services.

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

<b>term</b>	<b>person or organisation</b>
Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part D of Contract Schedule 3 – TUPE Schedules	The persons named or identified in such provisions (other than the Parties)

- Contract Data relating to Z clauses** • The *additional conditions of contract* are clauses Z1 to Z54 set out with this contract save for:  
*Z9, Z21, Z26, Z36, Z37 and [Z41].*

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

- The limit of the Employer's liability is 150% of the total Price payable in respect of all Task Orders which have been issued under this contract from time to time.

**Clause Z35 Collateral Warranty Agreements**

If Clause Z35 applies

- the *Consultant* provides *collateral warranty agreements* in favour of those persons identified in the relevant Task Order, which may include the persons referred to below.
- the Consultant procures *collateral warranty agreements* from the following Sub-consultants:

The Sub-consultants referred to in Annex A in favour of those persons identified in the relevant Task Order, which may include the persons referred to below.

*Collateral warranty agreements* shall be required in favour of the following persons:



- the *Employer* (save in respect of collateral warranties from the *Consultant*)
- (where not the *Employer*) each owner of the Site or any property on the site or any part of it
- (where not the *Employer*) each landlord of the Site or any property on the Site or any part of it
- any person who purchases a freehold or long leasehold interest in the Site or any part of it
- any person who has entered into a lease or an agreement for the grant of a leasehold interest in the Site or any part of it
- any other person reasonably required by the *Employer*, as identified in the Task Order

#### **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	<i>credit rating</i>
<i>Consultant</i>	Fame	Secure

#### **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 the [Offshoring Policy for DWP Contractors](#) or any later revision or replacement.

#### **Clause Z48 Building Information Modelling**

A BIM Protocol applies and is appended in Schedule 11 to this Call Off Contract.

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## Part two – Data provided by the Consultant

### 1 Statements given in all contracts

- The *Consultant* is
  - Name McBains Ltd
  - Address 26 Finsbury Square, London, EC2A 1DS
- [redacted]
- The *staff rates* are:
- [redacted]

The *Consultant* shall keep records of hours and days properly worked by the *Consultant's* staff in the form of timesheets.

- The following matters will be included in the Risk Register  
[redacted]

### Optional statements

- **The *Consultant* does not state any expenses**

#### If the *Consultant* requires additional access

The *Employer* provides access to:

- (a) all persons, places and things as are reasonably required for performance of the Contract; and
- (b) such additional persons, places and things that may be specified in the Task Order.

#### If Option A or C is used

- The *activity schedule* is [redacted]
- The tendered total of the Prices is [redacted]

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## Additional conditions of contract – clauses Z1 to Z54

### 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 Sub-consultants (and all persons employed by any Sub-consultant together with the Sub-consultant’s servants, consultants, agents, suppliers and sub-Sub-consultants);

**Contracting Authorities** means the bodies listed in the contract notice 2016/S 180-323830 on 17/09/2016 in the Official Journal of the

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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;

**Law** means any applicable law, Act of Parliament, subordinate legislation including legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, exercise of the royal prerogative, enforceable European Union right including enforceable rights within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, regulation, directive, order, mandatory guidance, code of practice and/or requirements or any regulatory body of which the Consultant is bound to comply;

**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

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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 Sub-consultants 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.

Z2.4 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 Sub-consultants 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

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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 *Employer* 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

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novation increases the burden on the *Consultant* pursuant to this contract, the novation shall be a compensation event. Accordingly 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 Sub-consultant is required to carry out any activity alongside the *Employer's* employees, the *Consultant* ensures that each such employee or Sub-consultant 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



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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 Sub-consultant 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

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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

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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 Sub-consultant

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without taking into account the amount assessed under this contract.

Z11.2 The *Consultant* includes in the contract with each Sub-consultant

- a period for payment of the amount due to the Sub-consultant 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 Sub-consultant has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Sub-consultant 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 Sub-consultant to assess the amount due to a subSub-consultant 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 Sub-consultants 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.

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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

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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 Sub-consultant 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 Sub-consultants 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 Statement of Requirements and Scope.

### **Clause Z15 Data protection**

Z15.1 In this clause Z15 the following terms shall have the following meanings:

<b>“Consultant Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of the <i>Consultant</i> and/or any Sub-Processor engaged in the performance of its obligations under this contract;
<b>“Data Controller”</b>	shall have the same meaning as given in Data Protection Legislation.

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<b>“Data Loss Event”</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the <i>Consultant</i> under this contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this contract, including any Personal Data Breach;
<b>“Data Processor”</b>	has the meaning given to it in the Data Protection Legislation, as amended from time to time;
<b>“Data Protection Legislation”</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) the Data Protection Act 2018;</li><li>(b) the GDPR; and</li><li>(c) all applicable Laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation,</li></ul> <p>in each case as amended from time to time;</p>
<b>“Data Subject”</b>	has the meaning given to it in the Data Protection Legislation, as amended from time to time;
<b>“Data Subject Access Request”</b>	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;
<b>“GDPR”</b>	means UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419);
<b>“Personal Data”</b>	has the meaning given to it in the Data Protection Legislation as amended from time to time and shall include Special Categories of Personal Data;
<b>“Personal Data Breach”</b>	shall have the meaning as given in the Data Protection Legislation;

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<b>“Processing”</b>	has the meaning given to it in the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing and <b>“Process”</b> and <b>“Processed”</b> shall be interpreted accordingly;
<b>“Protective Measures”</b>	<p>means appropriate technical and organisational measures which shall be sufficient to secure that the Data Processor will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject and may include (without limitation):</p> <ul style="list-style-type: none"> <li>(i) Pseudonymisation and encrypting Personal Data;</li> <li>(ii) ensuring on-going confidentiality, integrity, availability and resilience of systems and services used for data processing;</li> <li>(iii) measures to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident</li> <li>(iv) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and</li> <li>(v) regularly assessing and evaluating the effectiveness of such measures adopted by it.</li> </ul>
<b>“Pseudonymisation”</b>	shall have the same meaning as given in Data Protection Legislation;
<b>“Restricted Country”</b>	<p>means any country which:</p> <ul style="list-style-type: none"> <li>a) is outside the United Kingdom;</li> <li>b) is not determined to be adequate pursuant to regulations made under s17A of the Data Protection Act 2018; and</li> <li>c) has not been confirmed by the Contracting Authority as a non-Restricted Country in writing from time-to-time.</li> </ul>
<b>“Special Categories of Personal Data”</b>	shall have the meaning given in Data Protection Legislation;

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**“Sub-Processor”** means any third party appointed to Process Personal Data on behalf of the *Consultant* related to this contract;

Z15.2 Where any Personal Data is Processed in connection with the exercise of the Parties’ rights and obligations under this contract, the Parties acknowledge that the *Employer* is the Data Controller and that the *Consultant* is the Data Processor.

Z15.3 The *Consultant* shall:

- Z15.3.1 ensure that it and the Consultant Personnel comply with all of the applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act of omission, place the *Employer* in breach or potential breach of Data Protection Legislation;
- Z15.3.2 process the Personal Data only to the extent and in such manner as is necessary for the purposes specified in this contract and in accordance with instructions from the *Employer* to perform its obligations under this contract in accordance with Contract Schedule 6 – Personal Data and Data Subjects, unless otherwise required by Law. In such case, the *Consultant* shall inform the *Employer* of that legal requirement unless the Law prevents such disclosure on the grounds of public interest;
- Z15.3.3 notify the *Employer* immediately if it considers that any of the *Employer’s* instructions infringe the Data Protection Legislation;
- Z15.3.4 maintain complete and accurate records and information to demonstrate its compliance with its Processor obligations under this clause Z15;
- Z15.3.5 keep a record of any Processing of Personal Data it carries out on behalf of the *Employer* including (without limitation) the records specified in Article 30(2) of the GDPR and upon request provide a copy to the *Employer*;
- Z15.3.6 ensure that at all times it has in place appropriate Protective Measures to guard against a Data Loss Event, which the *Employer* may reasonably reject (but failure to reject shall not amount to approval by the *Employer* of the adequacy of the Protective Measures) and which shall be implemented at the

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*Consultant's* own expense and at no cost to the *Employer*;

Z15.3.7 not disclose or transfer the Personal Data to any third party or Consultant Personnel unless necessary for the provision of the *services* and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the *Employer* (save where such disclosure or transfer is specifically authorised under this contract);

Z15.3.8 take reasonable steps to ensure the reliability and integrity of any Consultant Personnel who have access to the Personal Data and ensure that the Consultant Personnel:

Z15.3.8.1 are aware of and comply with the *Consultant's* duties under this contract;

Z15.3.8.2 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the *Employer* or as otherwise permitted by this contract; and

Z15.3.8.3 have undergone adequate training in the use, care, protection and handling of Personal Data;

Z15.3.9 notify the *Employer* immediately if it becomes aware of a Data Loss Event or if it receives:

Z15.3.9.1 from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the *Employer's* obligations under the Data Protection Legislation;

Z15.3.9.2 any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or

Z15.3.9.3 a request from any third party for disclosure of Personal Data where compliance with such request is

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required or purported to be required by Law;

Z15.3.10 provide the *Employer* with full cooperation and assistance (within the timescales reasonably required by them) in relation to any complaint, communication or request made (as referred to at Clause **Error! Reference source not found.**(e)) at no cost to the *Employer* including by promptly providing:

Z15.3.10.1 the *Employer* with full details and copies of the complaint, communication or request;

Z15.3.10.2 where applicable, such assistance as is reasonably requested by the *Employer* to enable them to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and

Z15.3.10.3 the *Employer*, on request by the *Employer*, with any Personal Data it holds in relation to a Data Subject; and

Z15.3.11 if requested by the *Employer*, provide a written description of the measures that the *Consultant* has taken and the Protective Measures in place, for the purpose of compliance with its obligations pursuant to Clause **Error! Reference source not found.** and provide to the *Employer* copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

Z15.3.12 at the written direction of the *Employer*, delete or return Personal Data (and any copies of it) using a secure method of transfer to the *Employer* on expiry or earlier termination of this contract unless the *Consultant* is required by Law to retain Personal Data.

Z15.4 The *Consultant* shall not Process or otherwise transfer any Personal Data in or to a Restricted Country. If, after the Commencement Date, the *Consultant* or any Sub-consultant wishes to Process and/or transfer any Personal Data in or to any Restricted Country, the following provisions shall apply:

Z15.4.1 the *Consultant* shall give a written request in accordance with Clause Z15.4.2 ("**Third Country Processing Request**") to the *Employer* which the *Employer* shall consider in its absolute discretion;

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- Z15.4.2 the *Consultant* shall set out in its proposal to the *Employer* for a Third Country Processing Request details of the following:
- Z15.4.2.1 the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
  - Z15.4.2.2 the Restricted Countries to which the Personal Data will be transferred and/or Processed;
  - Z15.4.2.3 any Sub-consultants or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
  - Z15.4.2.4 how the *Consultant* will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries (in accordance with Article 46 of the GDPR and/or Data Protection Legislation) so as to ensure the *Employer's* compliance with the Data Protection Legislation;
- Z15.4.3 in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Data Protection Legislation and then-current *Employer*, Contracting Authority and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- Z15.4.4 the *Consultant* shall comply with such other instructions and shall carry out such other actions as the *Employer* may notify in writing, including:
- Z15.4.4.1 incorporating standard and/or model clauses (which are approved as offering adequate safeguards under the Data Protection Legislation) into this contract or a separate data processing agreement between the Parties; and
  - Z15.4.4.2 procuring that any Sub-consultant or other third party who will be Processing and/or receiving or
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accessing the Personal Data in any Restricted Countries either enters into:

- (a) a direct data processing agreement with the *Employer* on such terms as may be required by them; or
- (b) a data processing agreement with the *Consultant* on terms which are equivalent to those agreed between the *Employer* and the Sub-consultant relating to the relevant Personal Data transfer, and

Z15.4.4.3 in each case which the *Consultant* acknowledges may include the incorporation of model contract provisions (which are approved as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the *Employer* deems necessary for the purpose of protecting Personal Data.

Z15.5 The *Consultant* shall use its reasonable endeavours to assist the *Employer* to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under this contract in such a way as to cause the *Employer* to breach any of their obligations under the Data Protection Legislation to the extent the *Consultant* is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Z15.6 The *Consultant* shall allow for audits of its Processing activity by the *Employer* or the *Employer's* designated auditor and comply with all reasonable requests or directions by the *Employer* to enable the *Employer* to verify that the *Consultant* is in full compliance with its obligations under this contract.

Z15.7 The *Consultant* shall designate a data protection officer if required by the Data Protection Legislation.

Z15.8 Before allowing any Sub-Processor to process any Personal Data related to this contract, the *Consultant* shall:

- (a) notify the *Employer* in writing of the intended Sub-Processor and processing;
- (b) obtain the written consent of the *Employer*;
- (c) enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Clause 35

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such that they apply to the Sub-Processor; and provide the *Employer* with such information regarding the Sub-Processor as they may reasonably require.

Z15.9 The *Consultant* shall remain fully liable for all acts or omissions of any Sub-Processor.

Z15.10 Within thirty (30) Working Days of the date of termination or expiry of this contract, the *Consultant* shall return to the *Employer* any data belonging to the *Employer* that is in the *Consultant's* possession, power or control, either in its then current format or in a format nominated by *Employer*, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under the contract, or such period as is necessary for such compliance.

#### **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 Sub-consultants 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

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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 Sub-consultant 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 Sub-consultant.

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 Sub-consultant 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 Sub-consultant or
- a Sub-consultant to a Sub-consultant

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,

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- 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 Sub-consultant 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 Sub-consultant include a requirement that the conditions of contract for any subSub-consultant engaged by the Sub-consultant who is an SME include obligations substantially similar to those set out in clause Z18.4.

## **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

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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 - Not used**

#### **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 3 shall apply as follows:
  - where the Relevant Transfer involves the transfer of Transferring Employer Employees, Part A of Contract Schedule 3 shall apply;
  - where the Relevant Transfer involves the transfer of Transferring Former Consultant Employees, Part B of the Contract Schedule 3 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 3; and
  - Part C of Contract Schedule 3 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 3 shall apply and Parts A and B of Contract Schedule 3 shall not apply; and
- Part D of Contract Schedule 3 shall apply on the expiry or termination of the *service* or any part of thereof.

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## Clause Z23 Changes to *staff rates* and Sub-consultants

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 Subject always to paragraphs 2.1 and 7 of Framework Schedule 3, with effect from the first day of the first *extension period* ("Indexation Adjustment Date") the *staff rates* shall be adjusted as follows. The relevant adjustment shall:

Z23.2.1 be applied on Indexation Adjustment Date and the Parties shall amend the *staff rates* shown in this contract to reflect such variations;

Z23.2.2 be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index ("CPI Index") published for the twelve (12) Months ended on the 31st of January immediately preceding the Indexation Adjustment Date

(<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7g7/mm23>);

Z23.2.3 where the published CPI Index figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the *Employer* and the *Consultant* shall agree otherwise;

Z23.2.4 if the CPI Index is no longer published, the *Employer* and the *Consultant* shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this clause Z23.2.

Z.23.3 Except as set out in clause Z23.2, no costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the *Employer*

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or Sub-consultants of the performance of their obligations under this contract.

Z23.4 If a Sub-consultant 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 Sub-consultant 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 Law does not require the Sub-consultant to submit its proposal directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Sub-consultant to submit its proposal directly to the *Employer*.

Z23.5 Where, in order to verify an invoice submitted by the *Consultant*, the *Employer* requires a Sub-consultant 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 Sub-consultant 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 Sub-consultant to submit its records and certificate directly to the *Employer*. If the *Employer* accepts the *Consultant's* request, the *Consultant* directs the Sub-consultant to submit its records and certificate directly to the *Employer*.

Z23.6 The *Consultant* includes in the conditions of contract for each Sub-consultant

- 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 Sub-consultant under this clause Z23,
- an obligation on the Sub-consultant 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 Sub-consultant,
- a right for the *Consultant* to recover from the Sub-consultant (or to deduct from any amount that would otherwise be due to the Sub-consultant) the amount of any overpayment identified by the *Employer* as a result of its audits and discussions with the Sub-consultant and
- an acknowledgment from the Sub-consultant that the *Employer* may enforce these provisions directly against the Sub-consultant under the Contracts (Rights of Third Parties) Act 1999.

## **Clause Z24 Insurance cover**

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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

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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 OMIT DO NOT USE~~**

~~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 *Consultant* 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

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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 and Invoicing**

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.

Z28.2 The *Employer* is an “end user” under section 8(1)(b)(i) of the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 and accordingly the “reverse charge” of VAT under section 55A of the Value Added Tax Act 1994 (“VATA”) does not apply to supplies made to the *Employer* under this contract. The *Consultant* shall comply with section 55A of VATA in respect of all supply arrangements with Sub-consultants to which it applies.

Z28.3 The *Consultant* shall ensure that each invoice contains a valid reference number. All appropriate references and a detailed breakdown of the services supplied and any other documentation reasonably required by the *Employer* to substantiate the invoice should be supplied in accordance with clauses Z28.8 and Z28.9.

Z28.4 The *Consultant* shall indemnify the *Employer* on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the *Employer* at any time in respect of the *Consultant*’s failure to account for or to pay any VAT relating to payments made to the *Consultant* under this contract. Any amounts due under this Z28.4 shall be paid by the *Consultant* to the *Employer* not less than five (5) Working Days before the date upon which the tax or other liability is payable by the *Employer*.

Z28.5 The *Employer* shall not be liable to the *Consultant* in any way whatsoever for any error or failure made by the *Consultant* (or the *Employer*) in relation to VAT, including without limit:-

- a) where the *Consultant* is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
- b) where the *Consultant* has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid; and/or
- c) where the *Consultant*’s treatment of VAT in respect of any claim

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for payment made under this contract is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or

- d) where the *Consultant* has specified a rate of VAT, or a VAT classification, to the *Employer* (including, but not limited to, Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the *Consultant* subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described in this clause Z28.5(d), the *Consultant* shall be obliged to repay any overpayment by the *Employer* on demand.

Z28.6 Where the *Consultant* does not include VAT on an invoice, the *Employer* will not be liable to pay any VAT for that invoice either when it falls due, or at any later date.

Z28.7 The *Consultant* acknowledges that the *Employer* has advised the *Consultant* that the *Consultant* should seek its own specialist VAT advice in relation to the Contract and, in the event of any uncertainty following specialist advice, the *Consultant* should seek clarification of this contract's VAT status with HMRC.

Z28.8 The *Employer* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information is required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Employer*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under Option E and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Employer* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Employer* reserves the right to request records to evidence completion of relevant activities for the appropriate procurement type and RIBA stage (as detailed within The *Employer's* Statement of Requirements and Scope) as requested in the Task Order issued under Option A,

and shall be sent to the person or such replacement person that the *Employer* shall notify

c)

## **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



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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 Sub-consultant) 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

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revenue for which they are responsible.

#### **Clause Z30 Consortium**

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 Sub-consultant or
  - allowing a Sub-consultant to appoint a proposed subSub-consultant
- 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 Sub-consultant or subSub-consultant 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 Sub-consultant or subSub-consultant.

Z31.2 The *Consultant* does not appoint the proposed Sub-consultant (or allow the Sub-consultant to appoint the proposed subSub-consultant) 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 Sub-consultant or subSub-consultant 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 Sub-consultant or subSub-consultant under regulation 57 of the Public Contracts Regulations 2015 applies, the *Employer* may instruct the *Consultant* to

- replace the Sub-consultant or

- 
- require the Sub-consultant to replace the subSub-consultant.

#### **Clause Z32 Energy Efficiency Directive**

Z32.1 To the extent contained in the Scope, the *Consultant* includes in the *conditions of contract* for each Sub-consultant and subSub-consultant 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 Sub-consultant and subSub-consultant 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

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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 Sub-consultants referred to in the Contract Data enter into the *Sub-consultant collateral warranties*.

X8.3 The *Consultant* shall provide the *Employer* with duly completed *collateral warranty agreements* and / or *Sub-consultant 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 *Sub-consultant 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 – Not Used**

**Clause Z37 MoD DEFCON Requirements – Not Used**

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## 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 licensee 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

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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

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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

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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.



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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 – Not Used**

#### **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 quarterly basis the numbers of apprentices employed and the wider skills training provided, in Providing the Services.

Z45.2 The *Consultant* is required to make available to its employees and Sub-consultants working on this contract, information about the Government's Apprenticeship programme and wider skills opportunities.

Z45.3 The *Consultant* is to provide any further skills training opportunities that are appropriate for its employees engaged in the services.

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Z45.4 The *Consultant* is to provide an annual 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 Sub-consultants,
- 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**

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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 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:

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- 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 Option X19: Task Order

##### Identified and defined terms

##### X19 X19.1

- (1) A **Task** is work within the *services* which the *Service Manager* may instruct the *Consultant* to carry out within a stated period of time.
- (2) A **Task Order** is the *Service Manager's* instruction to carry out a Task in the form set out in Contract Schedule 7.
- (3) **Task Completion** is when the *Consultant* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- (4) **Task Completion Date** is the date for completion stated in the Task Order unless later changed in accordance with this contract.

##### Providing the Service

##### X19.2

- A Task Order includes
- a detailed description of the work in the Task;
  - a priced list of items of work in the Task in which items taken from the Price List are identified;
  - the starting and completion dates for the Task;
  - the total of the Prices for the Task when Option A or C is used or the forecast total of the Prices for the Task if Option E is used.
- The *Service Manager* consults the *Consultant* about the contents of a Task Order before he issues it.
- When a Task Order is issued
- the priced list of items for the Task is inserted in the Price List; and
  - the work involved is added to the Activity Schedule.

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		An instruction to carry out a Task is not a compensation event.
	X19.3	The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
<b>Time</b>	X19.4	<p>The <i>Consultant</i> does not start any work included in the Task until the <i>Service Manager</i> has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the <i>service period</i>.</p> <p>If Task Completion is after the end of the <i>service period</i>, the <i>service period</i> is extended until Task Completion. The <i>Service Manager</i> does not issue a Task Order during this extended period.</p> <p>The <i>Service Manager</i> may issue an instruction changing a Task Order.</p>
<b>Task Order programme</b>	X19.5	The <i>Consultant</i> submits a Task Order programme to the <i>Service Manager</i> for acceptance within the period stated in the Contract Data. The Task Order programme shall identify appropriate programme milestones.
	X19.6	<p>The <i>Consultant</i> shows on each Task Order programme which he submits for acceptance</p> <ul style="list-style-type: none"> <li>• the Task starting date and the Task Completion Date,</li> <li>• planned Task Completion,</li> <li>• the order and timing of the operations which the <i>Consultant</i> plans to do in order to complete the Task,</li> <li>• provisions for <ul style="list-style-type: none"> <li>• float,</li> <li>• time risk allowances,</li> <li>• health and safety requirements and</li> <li>• the procedures set out in this contract,</li> </ul> </li> <li>• the dates when, in order to Provide the Service in accordance with his Task Order programme, the <i>Consultant</i> will need <ul style="list-style-type: none"> <li>• access to the Affected Property,</li> <li>• acceptances,</li> <li>• Plant and Materials, equipment and other things to be provided by the <i>Employer</i> and</li> <li>• information from Others,</li> </ul> </li> <li>• for each operation, a statement of how the <i>Consultant</i> plans to do the work identifying the principal Equipment and other resources which he plans to use and</li> <li>• other information which the Statement of Requirements and Scope requires the <i>Consultant</i> to show on a Task Order programme submitted for acceptance.</li> </ul>
	X19.7	Within one week of the <i>Consultant</i> submitting a Task Order programme to him for acceptance, the <i>Service Manager</i> either accepts the programme or notifies the <i>Consultant</i> of his reasons for not accepting it. A reason for not accepting the Task Order programme is that

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		<ul style="list-style-type: none"> <li>• the <i>Consultant's</i> plans which it shows are not practicable,</li> <li>• it does not show the information which this contract requires or</li> <li>• it does not comply with the Statement of Requirements and Scope.</li> </ul>
<b>Revising the Task Order programme</b>	X19.8	<p>The <i>Consultant</i> shows on each revised Task Order programme</p> <ul style="list-style-type: none"> <li>• the actual progress achieved on each operation and its effect upon the timing of the remaining work,</li> <li>• the effects of implemented compensation events,</li> <li>• how the <i>Consultant</i> plans to deal with any delays and to correct notified Defects and</li> <li>• any other changes which the <i>Consultant</i> proposes to make to the Task Order programme.</li> </ul>
	X19.9	<p>The <i>Consultant</i> submits a revised Task Order programme to the <i>Service Manager</i> for acceptance</p> <ul style="list-style-type: none"> <li>• within the <i>period for reply</i> after the <i>Service Manager</i> has instructed him to and</li> <li>• when the <i>Consultant</i> chooses to.</li> </ul> <p>The latest programme accepted by the <i>Service Manager</i> supersedes previous accepted programmes.</p>
<b>Compensation events</b>	X19.10	<p>The following are compensation events.</p> <p>(1) The <i>Service Manager</i> gives an instruction changing a Task Order. If the effect of a compensation event which is an instruction changing a Task Order is to reduce the total Time Charge, the Prices are reduced.</p> <p>(2) The <i>Consultant</i> receives the Task Order after the starting date stated in the Task Order.</p> <p>(3) The <i>Employer</i> does not provide the right of access to the Affected Property in accordance with the latest accepted Task Order programme.</p> <p>(4) The <i>Employer</i> does not provide something which he is to provide as stated in the Statement of Requirements and Scope in accordance with the latest accepted Task Order programme.</p> <p>(5) The <i>Employer</i> or Others do not work in accordance with the latest accepted Task Order programme or within the conditions stated in the Statement of Requirements and Scope.</p> <p>(6) An event which</p> <ul style="list-style-type: none"> <li>• stops the <i>Consultant</i> completing a Task or</li> <li>• stops the <i>Consultant</i> completing a Task by the Task Completion Date,</li> </ul> <p>and which</p> <ul style="list-style-type: none"> <li>• neither party could prevent,</li> <li>• an experienced contractor would have judged at the date of issue of the Task Order to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and</li> <li>• is not one of the other compensation events stated in this contract.</li> </ul>

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(7) A Task Completion Date is later than the end of the *service period*.

X19.11 If, due to the compensation event, planned Task Completion is delayed, the delay to the Task Completion Date is stated in the *Consultant's* quotation for the event and a programme is submitted with details of the assessment of the delay. Assessments of delay include time risk allowances and are based on the assumption that the Task Order programme can be changed and that delays were or will be reasonably incurred. A delay to the Task Completion Date is assessed as the length of time that, due the compensation event, planned Task Completion is delayed. The *Service Manager* may assess the delay if, when the *Consultant* submits quotations for a compensation event, the *Consultant* has not submitted a Task Order programme required by this contract.

**Implementing  
compensation  
events**

X19.12 The changes to the Prices are assessed using the *staff rates* where applicable. The changes to the calculated total of the Prices for the Task Order and any delay to the Task Completion Date are included in the *Service Manager's* notification implementing a compensation event. Any compensation event under clause X19.10(7) does not give rise to any increase to the Prices and the *Consultant* is only entitled to an extension to the Task Completion Date and/or to a Key Date.

**Transfer of Tasks  
on expiry of the  
*service period***

X19.13 In the period of 3 months prior to the end of the *service period* and following expiry or termination of the *service period* or, if earlier, the termination of the contract, the *Consultant* shall, without additional charge, provide the *Employer* with all reasonable co-operation and assistance and copies of all information, records and documents that the *Employer* may reasonably request to facilitate any Task which has a Task Completion Date following expiry or termination of the *service period* or the contract (as applicable) which the *Employer* seeks to transfer in an orderly manner to the *Employer* or its replacement provider.

**Clause Z50 Volumes and non-exclusivity**

Z50.1 The *Consultant* acknowledges and agrees that no guarantee is given by the *Employer* in respect of levels or values of work and that the *Consultant* is appointed by the *Employer* on a non-exclusive basis. Any levels or values of work referred to in a Statement of Requirements and Scope given the *Employer* or the Contract Schedules are indicative only and shall not be binding on the *Employer*.

**Clause Z51 Integrator**

Z51.1 In this clause Z51 the following terms shall have the following meanings:



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- a) “**Integrator**” means the *Employer’s Agent*, being the supplier under the Integrator Agreement, and such supplier(s) that the *Employer* appoints as its replacement or successor from time to time (whether or not under the Integrator Agreement); and
  - b) “**Integrator Agreement**” means the integrator agreement dated 13 June 2017 entered into by (1) the *Employer* and (2) the Integrator.

Z51.2 The *Consultant* acknowledges that the *Employer* has appointed the Integrator to manage this contract on behalf of the *Employer*.

Z51.3 Unless otherwise specified by the *Employer*, the *Consultant* will liaise and cooperate with, and accept instructions from, the Integrator as if it was the *Consultant*. For the avoidance of doubt, unless specifically set out in this contract, the *Consultant* shall not have any direct liability under this contract to the Integrator.

Z51.4 The *Employer* may, at any time, make direct contact with, and/or provide direct instructions to, the *Consultant* and the *Consultant* shall liaise directly with the *Employer* and comply with any such instructions (insofar as they are obliged to in accordance with this contract).

Z51.5 Where the *Consultant* receives any instruction from the:

Z51.5.1 Integrator that conflicts with any instruction received by the *Consultant* directly from the *Employer*; or

Z51.5.2 *Employer* that conflicts with any instruction received by the *Consultant* from the Integrator,

the *Consultant* shall immediately notify the *Employer* and the Integrator to seek clarification in relation to which instruction it should comply with. The *Employer* shall confirm which instruction (or any other instruction as may be relevant) the *Consultant* should comply with and the *Consultant* shall do so in accordance with its obligations under this contract.

## **Clause Z52 Price adjustment mechanism**

Z52.1 At or around the time each Task Order is instructed and from time to time while the Task is being carried out the *Employer* shall provide and/or update (as appropriate) its estimated value of the construction cost for the project to which that Task Order relates (“**Anticipated Construction Cost**”).

Z52.2 Prior to the date of completion of, or an instruction to discontinue, the relevant Task Order the Prices for each Task Order shall be calculated and payable on the basis of the

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pricing in the Price List applicable to the Anticipated Construction Cost at the relevant time (the “**Pricing Band**”).

Z52.3 Following the date of completion of each RIBA stage and the date of completion of, or an instruction to discontinue, the relevant Task Order (in each case being a “**Relevant Date**”) the Prices for all work carried out under that Task Order in respect of which an invoice has been raised (“**Relevant Work**”) shall be recalculated and adjusted according to the amount by which:

- a) the “**Actual Prices**”, being the Prices payable in respect of the Relevant Work, recalculated on the basis of the most recent Anticipated Construction Cost or (following completion of, or an instruction to discontinue, the relevant Task Order) the actual construction cost for the relevant project (“**Actual Construction Cost**”) (subject to clause Z52.4) and calculated on the basis of the Prices within the Price List within the Pricing Band applicable to the current Anticipated Construction Cost or Actual Construction Cost (as appropriate),

exceed or are less than

- b) the “**Paid Amounts**”, being the total amounts of the Prices invoiced in respect of the Relevant Work (as adjusted by any previous recalculation and adjustment under this clause Z53).

Z52.4 Any potential change to the Pricing Band shall be disregarded to the extent that it results from the *Employer* having terminated or suspended the relevant Task Order, the contract or the *Consultant’s* obligation to provide the *services* due to: (i) any failure by the *Consultant* to comply with his obligations; or (ii) any other breach by the *Consultant* of the contract or a Task Order.

Z52.5 Following each Relevant Date:

- a) the *Consultant* shall as soon as reasonably possible and in any event within 20 Working Days of the Relevant Date calculate the Actual Prices and if the Actual Prices are higher or lower than the Paid Amounts shall notify the *Employer* and provide the information and documents set out in clause Z52.8; and/or
- b) notwithstanding sub-paragraph (a) above, if the *Employer* considers that the Actual Prices are or may be higher or lower than the Paid Amounts it may

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request the *Consultant* to provide the information and documents set out in clause Z52.8, which the *Consultant* shall provide within 20 Working Days of the *Employer's* request.

- Z52.6 If the Actual Prices are higher than the Paid Amounts the *Consultant* may raise an invoice in respect of the difference.
- Z52.7 In the event that the Actual Prices are lower than the Paid Amounts, the *Consultant* shall raise a credit note in respect of the difference. The *Consultant* shall repay any overpaid amount, together with a VAT refund (if applicable), to the *Employer* within 30 days of notifying the *Employer* under clause Z52.5 or, if earlier, the *Employer's* written notice requiring payment of the overpaid amount.
- Z52.8 The information and documentation required to be provided by the *Consultant* is, in respect of the Relevant Work:
- a) the most recent Anticipated Construction Cost or the Actual Construction Cost (as appropriate);
  - b) the Paid Amounts;
  - c) the amount and calculation of the Actual Prices, detailing any adjustment made pursuant to clause Z52.4;
  - d) the amount by which the aggregate Actual Prices exceed or are less than the aggregate Paid Amounts; and
  - e) such additional information and documentation that the *Employer* shall reasonably request.
- Z52.10 The *Consultant* shall promptly provide such co-operation, assistance, and additional information and documentation that the *Employer* shall reasonably request for assessing the Actual Prices and any invoice or credit note raised or to be raised by the *Consultant*.

### **Clause Z53 Delivery model change**

- Z53.1 The *Employer* has recently undertaken a review of its 'Estates Target Operating Model' ("**ETOM**") and is exploring a variety of options for how the ETOM may be delivered in connection with the expiry of the Integrator Agreement.

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- Z53.2 In this clause Z53 a “**Delivery Model Change**” shall mean a change to this contract, including, where applicable, changes to existing Task Orders, resulting from the *Employer* choosing to change the way in which the ETOM is delivered in connection with expiry or termination of the Integrator Agreement (whether before or after such expiry or termination) and/or any change of the supplier performing the integrator function and may, for the avoidance of doubt, include changes, increases and/or reductions to the Statement of Requirements and Scope and consequent changes to the Price List and/or *activity schedule*.
- Z53.3 This clause Z53 shall apply only to Delivery Model Changes. A request for a Delivery Model Change under this clause Z53 (a **Change Request**) and conversations and negotiations in respect of a Change Request shall not constitute a *compensation event* for the purposes of the contract.
- Z53.4 Until such time as a Delivery Model Change is made in accordance with this clause Z53, the *Employer* and the *Consultant* shall, unless otherwise agreed in writing, continue to perform this contract in compliance with its terms before such Delivery Model Change.
- Z53.5 Any discussions which may take place between the *Employer* and the *Consultant* in connection with a Change Request before the authorisation of a resultant Delivery Model Change shall be without prejudice to the rights of either party.
- Z53.6 The costs of preparing each Change Request shall be borne by the *Employer* and the costs incurred by the *Consultant* in undertaking an assessment of a Change Request in accordance with clause Z53.9 (an **Impact Assessment**) shall be borne by the *Consultant*.
- Z53.7 The cost of any Delivery Model Change shall be calculated and charged in good faith and in accordance with the principles and day rates or day costs (as applicable) set out in the Price List (as adjusted as set out in clause Z23), to the extent such principles, rates and costs are applicable. The *Consultant* shall, subject always to paragraphs 2.1 and 7 of Framework Schedule 3, be entitled to increase the Prices only if it can demonstrate in the Impact Assessment that the proposed Delivery Model Change requires additional resources and, in any event, any change to the Prices resulting from a Delivery Model Change (whether the change will cause an increase or a decrease in the Prices) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Delivery Model Change.
- Z53.8 The *Employer* may issue a Change Request to the *Consultant* at any time. The *Consultant* shall provide for a completed
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Impact Assessment to be received by the *Employer* within ten (10) Working Days of the issue of the Change Request, or within any longer time period agreed by the *Employer*.

Z53.9 Each Impact Assessment shall be completed in good faith and shall include:

- (i) details of the proposed Delivery Model Change;
- (ii) details of the impact of the proposed Delivery Model Change on the Services and the *Consultant's* ability to meet its other obligations under this contract;
- (iii) any variation to the terms of this contract and/or any Task Orders that will be required as a result of that impact, including changes to:
  - 1. the Statement of Requirements and Scope and/or the KPIs;
  - 2. the Price List and/or the *activity schedule*;
  - 3. any impacts on Task Orders and/or Task Completion Orders;
  - 4. any timetable(s) previously agreed by the Parties;
  - 5. other services provided by third party contractors to the *Employer* (to the extent the *Consultant* is aware of the same);
- (iv) details of the cost of implementing the proposed Delivery Model Change;
- (v) details of the ongoing costs required by the proposed Delivery Model Change when implemented, including any increase or decrease in the Prices, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;
- (vi) a timetable for the implementation, together with any proposals for the testing of the Delivery Model Change; and
- (vii) such other information as the *Employer* may reasonably request in (or in response to) the Change Request.

Z53.10 Subject to the provisions of clause Z53.11, the *Employer* shall review the Impact Assessment and respond to the *Consultant* in accordance with clauses Z53.13 to Z53.15 within 15 Working Days of receiving the Impact Assessment.

Z53.11 If the *Employer* reasonably considers that it requires further information regarding the proposed Delivery Model Change

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and/or Impact Assessment so that it may properly evaluate the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the *Consultant* of this fact and detail the further information that it requires. The *Consultant* shall then re-issue the relevant Impact Assessment to the *Employer* within 10 Working Days of receiving such notification. At the *Employer's* discretion, the parties may repeat the process described in this clause Z53.11 until the *Employer* is satisfied that it has sufficient information to properly evaluate the Impact Assessment.

Z53.12 The calculation of costs for the purposes of clauses Z53.9(iv) and (v) shall:

- (i) include estimated volumes of each type of resource to be employed and the applicable rates and costs;
- (ii) include full disclosure of any assumptions underlying such Impact Assessment;
- (iii) include evidence of the cost of any assets required for the Delivery Model Change; and
- (iv) include details of any new Sub-consultants necessary to accomplish the Delivery Model Change

Z53.13 Within 15 Working Days of receiving the Impact Assessment from the *Consultant* or within 10 Working Days of receiving the further information that it may request pursuant to clause Z53.11, the *Employer* shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- (i) approve the proposed Delivery Model Change, in which case the Parties shall follow the procedure set out in clause Z53.14;
- (ii) in its absolute discretion reject the Delivery Model Change, in which case it shall notify the *Consultant* of the rejection; or
- (iii) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the *Consultant* to modify the relevant document accordingly, in which event the *Consultant* shall make such modifications within 5 Working Days of such request. Subject to clause Z53.11, on receiving the modified Change Request and/or Impact Assessment, the *Employer* shall approve or reject the proposed Delivery Model Change within 10 Working Days.

Z53.14 If the *Employer* approves the proposed Delivery Model Change pursuant to clause Z53.13 and it has not been rejected by the *Consultant* in accordance with clause Z53.16, then it shall inform the *Consultant* and the *Consultant* shall prepare two

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copies of a form setting out an agreed Delivery Model Change (in such format that the *Employer* shall specify) (a **Change Authorisation Note**) which it shall sign and deliver to the *Employer* for its signature. Following receipt by the *Employer* of the Change Authorisation Note, it shall sign both copies and return one copy to the *Consultant*. On the *Employer's* signature the Change Authorisation Note shall constitute (or, where the *Employer* has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this contract.

Z53.15 If the *Employer* does not sign the Change Authorisation Note within 10 Working Days, then the *Consultant* shall have the right to notify the *Employer* and if the *Employer* does not sign the Change Authorisation Note within 5 Working Days of such notification, then the *Consultant* may refer the matter to be resolved in accordance with Clause Z34 and/or W2.

Z53.16 Following an Impact Assessment, if:

- (i) the *Consultant* reasonably believes that any proposed Delivery Model Change which is requested by the *Employer* would:
  - 1. materially and adversely affect the risks to the health and safety of any person; and/or
  - 2. require the *services* to be performed in a way that infringes any Law; and/or
- (ii) the *Consultant* demonstrates to the *Employer's* reasonable satisfaction that the proposed Delivery Model Change is technically impossible to implement and neither the Framework Agreement nor the Statement of Requirements and Scope state that the *Consultant* does have the technical capacity and flexibility required to implement the proposed Delivery Model Change,

then the *Consultant* shall be entitled to reject the proposed Delivery Model Change and shall notify the *Employer* of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to clause Z53.8.

## Clause Z54

### Optional Services

Z54.1 The following are “**Optional Services**”:

- (i) the cost management services which are described in Annex 6 of The *Employer's* Statement of Requirements and Scope (“**Optional CM Services**”);

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- (ii) the project management services which are described in Annex 7 of The Employer's Statement of Requirements and Scope ("**Optional PM Services**"); and
  - (iii) the design team services in respect of the South which are described in Annex 8 of The Employer's Statement of Requirements and Scope ("**Optional Design Team Services**").

Z54.2 The *Employer* may require the *Consultant* to provide any or all of the Optional Services at any time during the *service period* by giving written notice to the *Consultant* in writing. The written notice may, at the *Employer's* discretion, specify the period during which Task Orders may be instructed in respect of the Optional Services. The *Employer* may serve further notices to require the provision of Optional Services, notwithstanding the service of any previous notice(s) or the expiry of any previous period for the instruction of Task Orders in respect of Optional Services. The expiry of any such period shall not affect the validity or continuation of any Task Order which was instructed during such period. The *Consultant* acknowledges that the *Employer* is not obliged to take any Optional Services from the *Consultant* and that nothing shall prevent the *Employer* from receiving services that are the same as, or similar to, the Optional Services from any third party.

Z54.3 Following receipt of the *Employer's* notice pursuant to clause Z54.2 in respect of any Optional Service, the *Employer* may instruct Task Orders in respect of such Optional Service and the Scope and Statement of Requirements and the Price List in respect of the relevant Optional Service shall be as set out in the following table:

Optional Service	Statement of Requirements and Scope	Price List
Optional CM Services	Annex 6 of The Employer's Statement of Requirements and Scope	Contract Schedule 3 - Price List
Optional PM Services	Annex 7 of The Employer's Statement of Requirements and Scope	Contract Schedule 3 - Price List



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Optional Design Team Services	Annex 8 of The Employer's Statement of Requirements and Scope	Contract Schedule 3 - Price List
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Z54.4 Without prejudice to clause Z6, in the event that the *Employer* requires the *Consultant* to provide Optional Services the *Consultant* shall immediately disclose any potential or actual conflict of interest between the interests of the *Consultant* and/or any Consultant Related Party (as defined in clause Z54.5) and the *Employer* which arises as a result of such Optional Services being required or from time to time during the period Optional Services are required. The *Consultant* shall take appropriate steps and shall additionally take such actions that the *Employer* shall from time to time reasonably require to reduce or eliminate to the reasonable satisfaction of the *Employer* the effects of any such potential or actual conflict of interest arising. If the effects of the actual or potential conflict of interest cannot be so reduced or eliminated the *Employer* may, without prejudice to any other right or remedy, terminate the *Consultant's* obligation to provide any affected Optional Services.

Z54.5 A “**Consultant Related Party**” means:

- (i) all Consultant Personnel;
- (ii) any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, the Consultant from time to time (an “**Affiliate**”), where “control” shall mean the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise);
- (iii) any directors, officers, employees, agents, consultants and contractors of any such Affiliate.

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## **Contract Schedule 1 - Employer's Statement of Requirements and Scope**

### **APPENDIX A - EMPLOYER'S STATEMENT OF REQUIREMENTS AND SCOPE**

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**Provision of Design Team North Professional Services to  
support DWP ‘Batch 3’ Capex Projects in FY21/22 and FY22/23**

**Further Competition under  
RM3741 Project Management and Full Design Team Services - Lot 1**

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## 1. Introduction

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The Department for Work and Pensions (DWP) (the Employer) is seeking a number of professional services disciplines to assist with 44 capital works projects across its national estate portfolio. All projects require completion prior to March 2023. All appointments for professional services will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS).

The Employer requires an appropriate Design Team North (DTN) to work closely with its Supply Chain Integrator (Sodexo) in supporting 21 of these projects based on the NUTS codes defined as 'North' in Table 1 for the purposes of this Call Off Contract.

There will also be a separate appointment for an appropriate Design Team South (DTS) supporting the remaining 23 projects on the NUTS codes defined as defined as 'South' in Table 1.

Table 1

Region	NUTS Codes
South	UKL (Wales), UKG (West Midlands), UKH (East of England), UKJ (South East), UKK (South West) and UKI (London).
North	UKM (Scotland), UKC (North-East England), UKD (North-West England), UKE (Yorkshire and the Humber) and UKF (East Midlands).

Cost management and project management appointments will support all 44 capital works projects. Details of the 44 capital works projects and which are defined as North and South are provided in Appendix C - Pricing Model.

This Statement of Requirements and Scope sets out the roles and responsibilities of the successful bidder from this procurement exercise (the Consultant) to deliver the Design Team North *services*. Words and phrases used in this Statement of Requirements and Scope have the meaning given them in the Call Off Contract unless otherwise defined or the context otherwise requires.

This Statement of Requirements and Scope will be incorporated into the Call Off Contract in Appendix F following contract award.

## 2. Background

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The Department for Work and Pensions (DWP) (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

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The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.850 buildings – the largest commercial estate within Government. This number is made up primarily of Jobcentre Plus offices, but also includes Health Assessment Centres and back offices. The back office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the Jobcentre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

As part of the Department's investment strategy, all 21 individual Capex projects in the North have been identified for delivery prior to 31st March 2023. These projects are a mix of DWP's estates strategy to create purpose-built hubs through either the acquisition of new sites or refurbishment of existing buildings and the subsequent divestment of vacated sites. There will also be several relocation projects involving acquisition and fit out of new sites due to a lease event at the existing location. The divestment of the site being closed will typically fall under this service request.

The ultimate completion date for most of these projects is March 2023 to align with lease divestment dates of current buildings. The 21 sites have a total estimated construction spend of circa £61.5m.

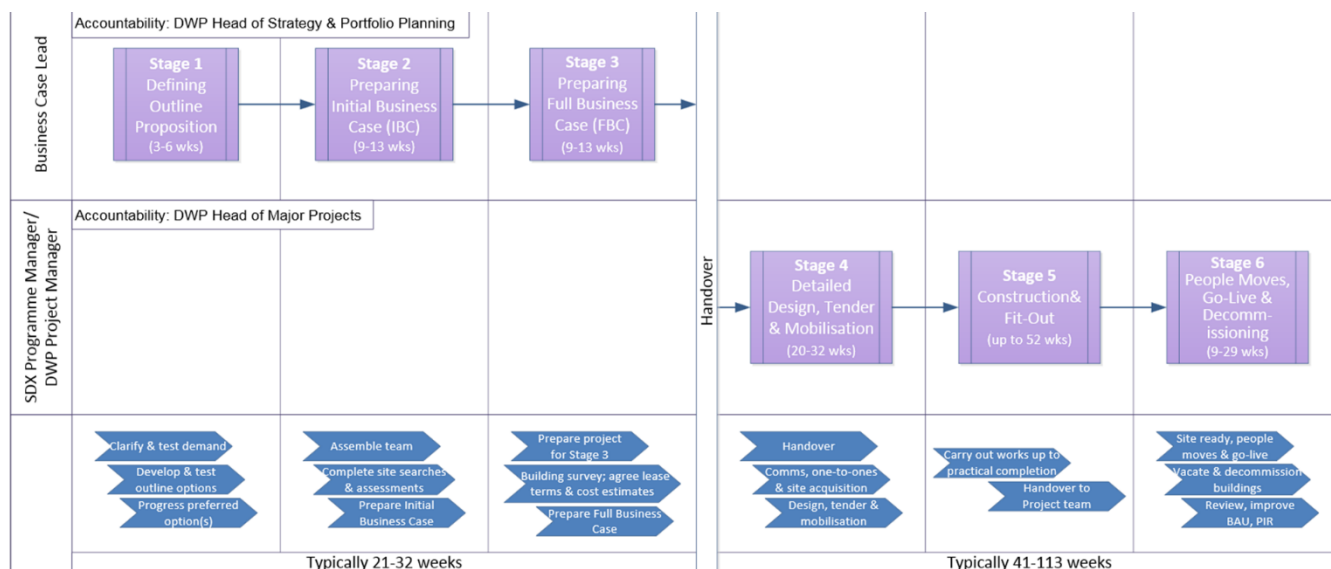
Projects will generally be initiated in FY21/22 Q1 and Q2 with the early planning and design stages progressing through FY21/22 Q1, Q2 and Q3. Subsequent detailed design, procurement and construction activity is likely to be contained through Q4 of FY21/22 and FY22/23.

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 can be found in Appendix C - Pricing Model, and are being delivered by Contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework,' detailed in Table 1 and Figure 3. Contracts will either be let via Single Stage Design and Build, Two Stage Design and Build or a Traditional basis. The Potential Supplier is requested in Appendix C - Pricing Model to submit their pricing against each of these procurement routes. The procurement route to be used will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The key stages of the end to end process developed by Sodexo and DWP are summarised in Figure 1. The process is aligned to RIBA Stages 1-7.

**Figure 1: Sodexo and DWP end to end process**

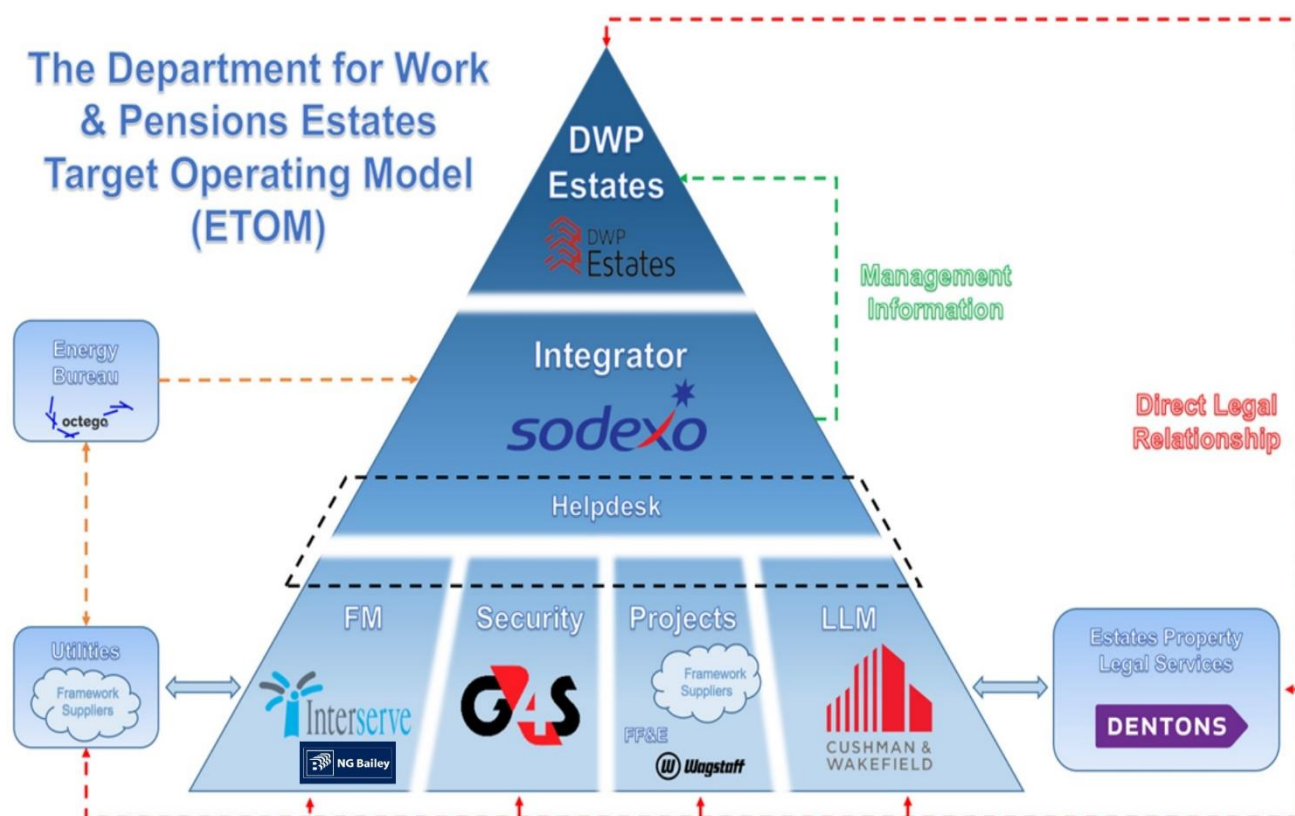


### 3. The Estates Target Operating Model

Within the Department, DWP Estates Directorate are accountable for the delivery of all aspects of real estate services, supported by the Estates Category Team within Commercial Directorate to undertake all commercial activity required within the complex estates portfolio.

DWP operates an 'Estates Target Operating Model' (ETOM), shown in Figure 2, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator').

**Figure 2: DWP's Estates Target Operating Model (ETOM)**



Each of the following headings within Figure 2 are referred to by the Employer as 'towers:'

- FM (Facilities Management)
- Security
- Projects (This includes providers of professional services, all providers of construction, fit-out and LCW as well as suppliers of furniture, fittings and equipment (FFE).
- LLM (Landlord and Lease Management)

DWP has engaged and authorised Sodexo Ltd (Sodexo) under the role of the "Supply Chain Integrator" to perform certain estate related duties and obligations. In this capacity, Sodexo is charged with deploying the Department's programmes of Capex Projects, alongside LCW and BAU Projects (professional services for which will be tendered separately). To ensure successful programme delivery, Sodexo work closely with providers of professional services appointed from CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) and contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework' (the Contractor(s)). Diagrams providing more information about the Estate Jobcentre & Office Fit Out Contractor Framework can be found in Table 1 and Figures 3 and 4.

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The Employer has recently undertaken a review of the ETOM and is exploring a variety of options for how the ETOM may be delivered following expiry of the current Supply Chain Integrator agreement with Sodexo on 31<sup>st</sup> March 2022

This will involve a newly appointed integrator to work with the Employer, the Consultant and other suppliers involved in the delivery of professional services to support Batch 3 Capex projects in FY21/22 and FY22/23. It is anticipated the newly appointed integrator will be performing the following tasks after March 2022:

- System provision and integration: across supply chain systems, the integrator shall support operational and strategic DWP Estates management by providing the required IT system, application hosting, implementation, training support and security for the management of the services.
- Helpdesk and work order management: The integrator shall provide a helpdesk facility, which shall be the single point of contact for all DWP end-users in relation to all workplace, property and FM related service requests. This shall include the end-to-end management of planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other work orders relating to the occupation of property. To facilitate this, the Integrator shall be responsible for maintaining a master asset register and master PPM schedule (together the Asset Management Services). The Integrator shall manage the asset change request process providing a holistic view and intelligence across the DWP Estate and DWP Estates supply chain.
- Data, analytics and MI reporting: The integrator shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing DWP's estate and its supply chain.
- Finance & cost management: The integrator shall provide the Employer with management information, including cost and financial reporting, through the integration, aggregation and verification (cost audit automation and cross sectional data checks) of the Employer supply chain data.
- Supply chain transition: The integrator shall support the Employer in the design, tender, mobilisation and exit of new supply chain members as required, specific to the systems interfaces and the integrator's services

The Consultant will be expected to work collaboratively with the Employer in transitioning to a new ETOM and provide any assistance required by the Employer to ensure continuous service delivery free of charge.

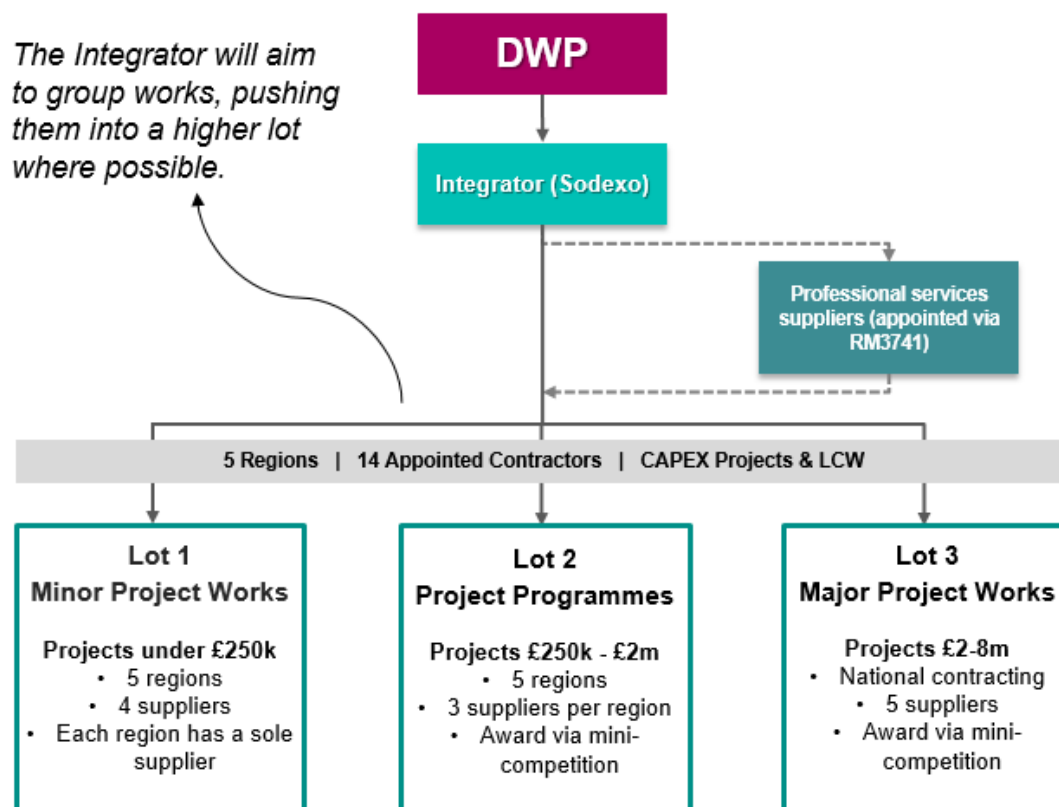
The scope of the Consultant's role is not expected to change, however the Employer will be reviewing the scope of all services within its ETOM in March 2022 to maximise efficiencies and ensure there is no duplication. The Employer reserves the right to amend the Scope and revise the associated fee in line with clause Z53 within Appendix F.



**Table 1: Estate Jobcentre & Office Fit Out Contractor Framework Contractors**

	Lot 1 (£0-£250k)					Lot 2 (£250k - £2m)					Lot 3 (£2m-£8m)
Region	A	B	C	D	E	A	B	C	D	E	National
FES Support Services Ltd									X		
Interserve Construction Ltd							X	X			X
ISG Fit Out Ltd		X									X
John Graham Construction											X
Kier Construction Ltd											X
Midas Construction Ltd										X	
Mitie Property Services (UK) Ltd				X							
Morris & Spottiswood								X	X		
Overbury							X		X		
Resolution Interiors Ltd			X		X	X				X	
Seddon Construction Ltd						X		X			
Speller Metcalfe Malvern Ltd	X					X				X	
Wates Construction Ltd											X
Willmott Dixon Interiors							X				

**Figure 3: DWP's Estate Job Centre & Office Fit Out Contractor Framework**



Contractors have been appointed and allocated to geographic regions as shown in Figure 4. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31<sup>st</sup> March 2022, the Employer intends to use CCS Framework RM6088: Construction Works and Associated Services.

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**Figure 4: DWP's Estate Job Centre & Office Fit Out Contractor Framework Regions**

**Region A** – East Anglia, East Midlands & West Midlands, Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Buckinghamshire, Hertfordshire, Essex, Lincolnshire, Nottinghamshire, Staffordshire, Shropshire, Derbyshire, Hereford and Worcestershire, West Midlands, Warwickshire, Leicestershire, Northamptonshire

**Region B** – London & South East England, London, Kent, East Sussex, Surrey, Berkshire, Oxfordshire, Hampshire

**Region C** – North West England & North Wales, Cumbria, Lancashire, Manchester, Merseyside, Cheshire, Clwyd Gwynedd

**Region D** – Scotland and North East England, Northumberland, Newcastle Area, Durham, Teesside, Yorkshire, Humber area, Grampian, Highland, Tayside, Central, Fife, Edinburgh, Borders, Dumfries & Galloway, Glasgow, Ayrshire and Lanark, Argyll and Bute

**Region E** – South Wales & South West England, Dorset, Somerset, Devon, Cornwall, Gloucestershire, Bristol, Wiltshire, Gwent, Mid Glamorgan, Dyfed, Powys



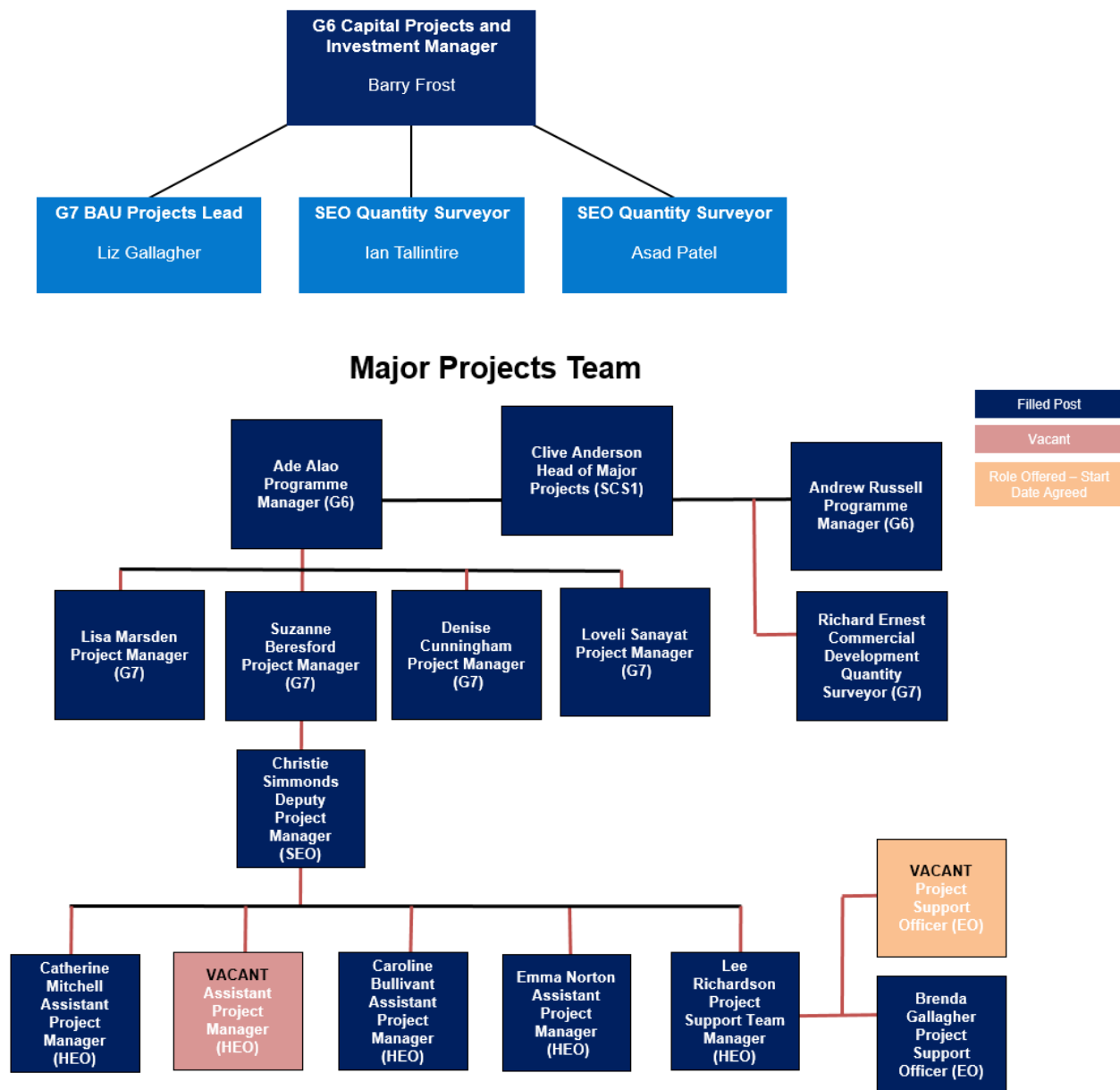
### The role of the Employer

DWP Estates Directorate are responsible for:

- Defining business requirements for Capex and working with DWP business units to articulate and challenge their requirements for projects;
- Approving and allocating budgets, including approving any required additional spending;
- Reviewing Capex project costs and programmes;
- Defining DWP's future space strategy;
- Providing access to project and Contractor specific folders on DWP's Microsoft SharePoint for appropriate personnel, so data and information can be shared effectively.
- Various transactional activities, for example providing instructions to DWP finance colleagues to raise purchase orders, and reviewing and validating receipting action required to ensure invoices are paid.
- Working in conjunction with DWP Commercial Directorate and Sodexo to undertake contract management and performance management of the providers of professional services;

Key stakeholders within DWP Estates Directorate are shown in Figure 5. Key stakeholders within DWP Estates Directorate are shown in Figure 5. Generally, the Major Projects Team manage projects over the value of £5m, or otherwise defined as complex.

**Figure 5: Key stakeholders within DWP Estates Directorate**



DWP Commercial Directorate Estates Category Team are responsible for:

- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;
- Assuring compliance with The Public Contract Regulations 2015; and
- Ensuring value for money.

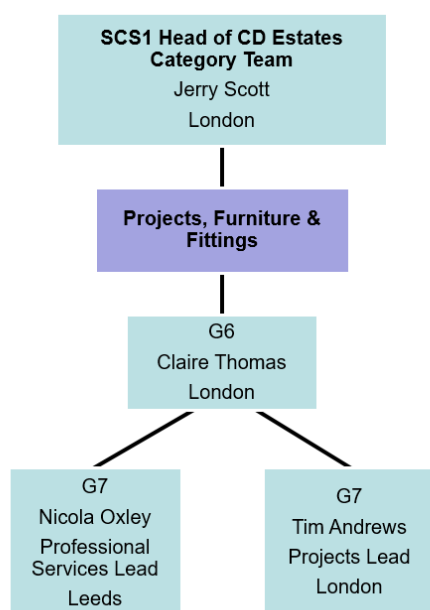
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- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;
- Assuring compliance with The Public Contract Regulations 2015; and
- Ensuring value for money.

Key stakeholders within DWP Commercial Directorate Estates Category Team are shown in Figure 6.

**Figure 6: Key stakeholders within DWP Commercial Directorate Estates Category Team**



### The role of Sodexo

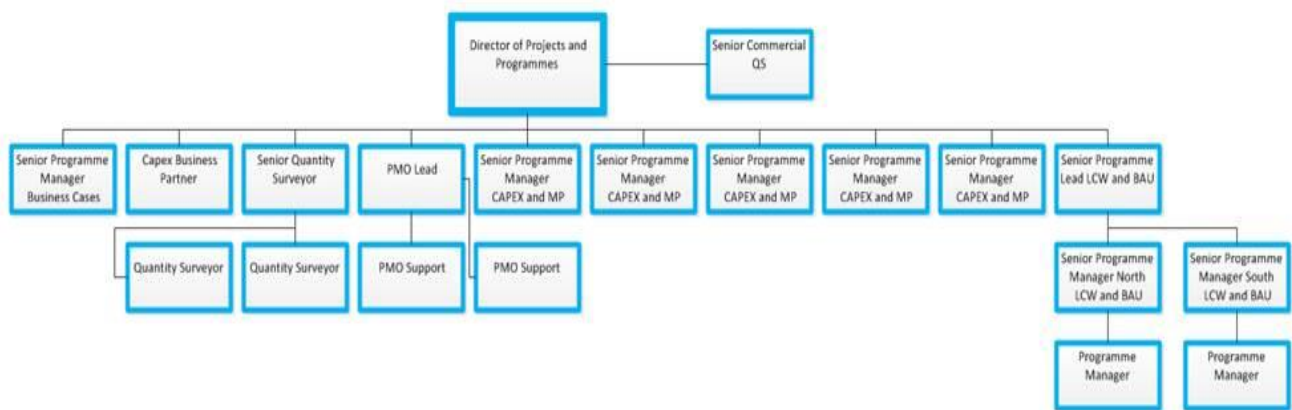
Sodexo is responsible for:

- Validation of invoices for payment from providers of professional services;
- Strategic oversight of the project pipeline, to ensure projects are prioritised and resource demand spread evenly across the year;
- Input into investment decisions and the estate strategy to ensure that we do the right things at the right time;

- Delivery of business-driven projects in accordance with the Employer's capital projects investment delivery;
- Managing the supply chain members engaged for capital and lifecycle works investment delivery to ensure a consistently high standard of delivery;
- Project planning, prioritising and aligning synergies in proposed and approved works to support the day to day operational businesses;
- The use of clash management techniques to minimise disruption to DWP operations;
- The identification and management of all programme assumptions and dependencies; and
- The coordination and impact assessment of change requests.

Delivering a consistent approach to project reviews, and the escalation of risks and issues through the appropriate channels.

**Figure 7: Sodexo Projects and Programme Resource Model**



#### 4. The Employer's Requirements

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The Employer requires an appropriate Design Team North (DTN) to support the 21 Capex projects in the North in FY21/22 and FY22/23.

It is intended that the successful bidder from this procurement exercise (the Consultant) will be appointed w/c 28<sup>th</sup> June 2021 to allow for a one-month mobilisation period before the expected go-live date on 26<sup>th</sup> July 2021.

Following expiry on 31<sup>st</sup> March 2023, the Employer reserves the right to exercise a 6-month extension period to the Call Off Contract, from 31/03/2023 to 30/09/2023.

Separate appointments will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) for the following professional services:

- A Cost Management Team (CMT) via Lot 4.
- A Project Management Team (PMT) via Lot 2.
- A Design Team South (DTS) via Lot 1.

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The PMT and the CMT will work alongside the Consultant in the same period to support the 21 Capex projects in the North.

Subject to performance measures in place with the CMT, the PMT and the DTS and in line with clause Z54 of Appendix F, the Consultant may also be required to provide CMT, PMT and/or DTS services for any of the 44 Batch 3 capital works projects (23 in the South and 21 in the North). The Potential Supplier is requested to provide their pricing for these other 'optional' services within the 'Price List' tabs of Appendix C - Pricing Model. Please see Annexes 6, 7 and 8 for The Employer's Statement of Requirements and Scope for these services.

The Consultant acknowledges and agrees that no guarantee is given by the Employer in respect of volumes of Capex projects for the duration of this Call Off Contract, which is non-exclusive. The maximum contract term is therefore 2 years and 3 months.

The Consultant will be expected to work with Sodexo and other DWP supply chain members as part of this Call Off Contract. Once the Consultant is appointed, the Call Off Contract mobilisation period will involve working closely with Sodexo and other DWP supply chain members to ensure roles and responsibilities are defined and understood. This mobilisation period will involve several workshops which are likely to be held virtually due to Covid-19 restrictions, using MS Teams etc. The DWP would expect the Consultant to attend these meetings or any which occur on site on an inclusive basis, free of charge, as these will define standard ways of working across all projects. The following workshops are anticipated:

- DWP design standards;
- Payment processes;
- Fee management;
- Roles and responsibilities;
- Agreement on reporting and communications; and
- Building Assessment Reports.
- 

DWP and Sodexo's integrated objective is to deliver Capex projects which are initiated, managed and delivered to high standards of health & safety performance and overall works quality - always providing demonstrable value for money. In addition to these core objectives there is a specific need to achieve the following:

- accurate, timely and data led management information reporting
- effective and accurate management of the DWP payment processes;
- effective commercial administration of the NEC contracts; and
- effective management of project completion through to handover to colleagues in the Employer's operations and tower suppliers responsible for the ongoing management and maintenance of the buildings

The Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements. Functional emphasis on accommodating the needs of the Employer's staff and customers, including wellbeing, is essential in the Employer's busy,

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sensitive and sometimes volatile environments. The Employer would expect to see these considerations taken into account in the design of each project.

To support this, there are numerous stakeholders associated with each site acquisition, site divestment and the associated moves. Across the Consultant's DTN, strong and effective communication skills - facing a wide and diverse stakeholder community - are 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. The Consultant team must always be focussed on project protection or betterment for DWP's benefit.

The Consultant is required to demonstrate 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 – consisting of members from DWP, Sodexo and appointments from the CCS Framework RM3741 PMFDTS is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

All complimentary Consultant 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; and
- Completion of a Feasibility Report and Building Assessment Report (BAR) (defined in Annex 2 and 3 respectively). These reports are a key element of project delivery and are used to secure project funding, used as the initial design and set out high level programme milestones. Separate to other project deliverables, each Potential Supplier is requested to provide day rates for the Feasibility Report and BAR in Appendix C - Pricing Model. These day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.
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The Employer requires the Consultant to deliver social value throughout the Call Off Contract. The Consultant will be expected to run a workshop with the Employer and Sodexo during the first 6 months of the Call Off Contract to present innovative ideas and proposals in regards to delivering social value



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in line with the following themes from [The Social Value Model](#) published by the Government Commercial Function in December 2020:

- Tackling Economic Inequality
- Fighting Climate Change

Once proposals have been selected and agreed by the Employer to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes. Please note that we do not require organisations to be subscribed to the National TOMS Framework.

The Employer intends for the Consultant to support all projects on which they are instructed through to project completion. However, towards the end of the initial service period, and towards the end of the 6 month extension period (if this option is exercised), the Consultant may be instructed to support projects until completion of RIBA Stage 2 when all queries have been resolved to the satisfaction of the Employer. The Consultant will be required to respond to any queries which may arise even where these follow the end of the initial service period or either 6-month extension period. In this scenario, the Consultant will be required to provide an effective handover of projects (which have yet to start on site) to a replacement supplier. The Consultant will provide any assistance required by the Employer to exit the contract and tender for any ongoing or future support or services free of charge.

For the purposes of Z22, the commencement of the provision of the service or a part of thereof is not expected to result in a Relevant Transfer. The Employer confirms that it currently does not consider that TUPE will apply to any staff and accordingly it has not identified any person to be a Transferring Former Consultant Employee or Transferring Employer Employee.

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

## **5. Resource Requirements**

The Employer is looking to appoint the DTN to supplement the Sodexo programme team. The exact requirements for this discipline have been set out in Annex 1: Schedule of Requirements. Please note that this is amended from Schedule 2 of the CCS Framework to include the optional services outlined in Annex 4 within this Call Off Contract. Annex 4 also contains additional non-core services required by the Employer under core disciplines. The Potential Supplier is requested to provide pricing for these optional and additional non-core services within Appendix C - Pricing Model.

Please note that there may also be a requirement to support a small number of Capex projects from the start of RIBA Stage 3.

The resources required for each project will be confirmed via the respective Task Order issued, alongside the Procurement Type and RIBA stages needed.

Two projects (additional to the 44 'Batch 3' Capex projects) have already been identified by the Employer as requiring professional services from the start of RIBA Stage 3 only. These projects are

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listed within the 'Core Services Percentage Fee' and 'Non-Core Serv. Percentage Fee' tab of Appendix C - Pricing Model:

- Skelmersdale (£500,000);
- Liverpool (£700,000).
- 

Both projects will follow a two stage design and build procurement route.

The Potential Supplier is also requested to provide pricing for the non-core service disciplines set out in Annex 5. Annex 5 includes a non-core discipline to support the Employer's Hub projects. These refer to a number of third party-led construction projects where the Employer is an interested party, but not directly leading or contracting for construction activity. The Employer is expecting five third party-led projects over the course of this Call Off Contract, however this is subject to change. These projects are as follows:

- Blackpool Hub
- Swansea Hub
- Manchester West Hub
- Manchester Central Hub
- Dundee Hub
- 

The Employer Hub Technical Advisor will not be required across any other project. The Potential Supplier is requested to provide a day rate in Appendix C - Pricing Model for Cost Consultant core services to support Employer Hub projects only. The RIBA stages and exact Cost Consultant services required for each of these five projects will be confirmed via the respective Task Order issued.

Where the Potential Supplier is requested to provide a day rate in Appendix C - Pricing Model for any service described in The Employer's Statement of Requirements and Scope, including services to support third-party led or other projects otherwise not described as 'Batch 3', these day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

The Employer requires for business continuity a dedicated DTN. Should there be any need for a member of the DTN to be replaced the replacement should be at least of the equivalent experience and skillset. The Employer reserves the right to reject any proposed replacement.

All roles will be required to undertake site visits as required to ensure project delivery and compliance with the Employer's requirements for Contractors.

The percentage fee submitted by the Potential Supplier should include all core services within The Employer's Statement of Requirements and Scope, and not exceed the maximum rates submitted to CCS under the terms of the Framework.

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The DTN will work closely with the PMT and CMT being appointed from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) to support the Employer in the following stages Capex Projects programme:

**a) Defining the scope and design**

Typically, a Feasibility Report and/or Building Assessment Report (BAR) will be commissioned define the scope of the project. 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.

Projects will follow the RIBA stages identified in Annex 1.

Scoping activity will be required from the PMT and CMT to define the extent of the site relocations and divestment work for the closing site – this will help determine the procurement strategy for this element of work.

Where a traditional procurement route is being followed:

- The Consultant will develop the design to completion of RIBA Stage 4;
- The CMT will develop the commercial model for the tender;
- The detailed design, specification and a pricing document will be issued to enable the Contractor to provide a fixed price in their tender;
- Based on the initial scope and specification, the CMT will produce a pre-tender estimate of cost for DWP sign-off prior to tenders being issued;
- In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals and costs to ensure compliance with the Employer's requirements.

Where a single stage design and build procurement route is being followed, the following process will apply:

- The Consultant will develop the design to the completion of RIBA Stage 3;
- The CMT will develop the commercial model for the tender;
- The tender (the Employer's requirements) will consist of the RIBA Stage 3 design and performance specification and a pricing document to enable the Contractor to provide an indicative tender sum in their tender;
- Based on the initial scope and specification, the CMT 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 4 onwards; and
- In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals throughout the design and construction period to ensure compliance with the Employer's requirements.

Where a two stage design and build procurement route is being followed:

- The Consultant will develop the design to completion of RIBA Stage 2;

- 
- The CMT will develop the commercial model for the tender;
  - The first stage tender (the 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 CMT 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; and
  - In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals throughout the 2nd stage design and construction period to ensure compliance with the Employer's requirements.
- 
- As part of leading and managing the review and update of the design across all procurement routes, the Lead Designer will be responsible for completing a Design Standards Compliance Form provided by the Employer at completion of RIBA stages 2 and 4 to ensure the design is compliant with DWP design standards. Current iterations of the compliance form can be found in Annex 9, but please note that these templates are subject to change.

#### **b) Tender Process**

- It should be noted that for Contractors on Lot 1 of the Estate Jobcentre & Office Fit Out Contractor Framework, a direct award allocation is used based on region coverage and the tender process is not required.
- For Lot 2 and Lot 3 Contractors, a competitive tender process is required by the Employer for projects valued above £250,000. The Consultant will work closely with Sodexo, the Employer and the Cost Management Team to tender the Capex projects via the Estate Job Centre & Office Fit Out Contractor Framework, considering bundling to maximise efficiencies and value for money. This will involve assisting the Employer in responding to clarification questions raised by Contractors.
- 
- In line with the agreed procurement strategy, the Consultant will review Contractor's proposed scopes and respond to technical queries to ensure that the proposals are robust and offer value for money. Contractors will submit their technical and commercial proposals for evaluation. Where possible, PSA Schedule of Rates will be utilised, or upon request, quotations sought from specialists.
- 
- In conjunction with the PMT and CMT, the Consultant will scrutinise the Contractor's proposals in regards to:
  - the credentials of key personnel proposed, the processes and procedures to be adopted;

- whether the proposed design meets the Employer's requirements and design standards; and
- technical assurance of the detailed design.

Consultation with the Employer's site representatives, the Employer's regional operations Managers and Sodexo project managers may be necessary before a recommendation for acceptance is given. Where the Contractor's proposals exceed budget, further scrutiny and justification may be necessary in order to obtain approval from the Employer's governance processes in order to proceed. The Employer's commercial governance processes are outlined in Figure 8.

**Figure 8: The Employer's Commercial Governance Processes**

Value of contract, contractual change or Compensation Event	DWP Commercial Directorate Estates Category Team Approval	Commercial Approval Board (CAB)	Cabinet Office Reporting Template <i>Reporting only</i>	DWP Ministerial Approval	Cabinet Office Approval
<£100k					
£100k+					
£1m+					
£5m+					
£10m+					

To ensure the procurement is approved by the Employer's commercial governance processes, details of the evaluation process will be recorded by the PMT via a Tender Report. The Tender Report is a document intended to be the single, summary record of the procurement exercise. It is to provide how the recommendation(s) to award to a particular Contractor(s) was arrived at in line with The Public Contract Regulations 2015 and includes appendices with all necessary evidence and justification to support commentary and decisions made. It is the primary document relied upon in the Employer's commercial governance processes. The Tender Report should provide the following:

- 
- Executive Summary: an overview of the project, covering the intent and nature of procurement, the type of tender and number of bids, supplier returns and issues, significant risks, recommendation and rationale behind this.
  - Tender Details: Explanation of the tender process relied on, detailing the number of expressions of interests returned and listing the suppliers who did and did not return them, providing any reasons provided for the latter. Any market failure should be explained, as well as compliance.
  - Evaluation Criteria: Referencing an annex with the criteria laid out in full, outline the % balance of price vs quality questions, any weightings and any special requirements like minimum thresholds and how the final score was calculated.
  - Any Changes: Any changes should have been communicated to all, to maintain equality of opportunity maintained. This section should evidence what changes were made and how they were communicated.
  - Compliance/Issues: Explain any excluded bids as a result of compliance issues, or why mitigation has been applied.

Gaps and unexplained statements in the Tender Report will delay the Employer's commercial assurance processes, required to award the contract to the Contractor(s).

The PMT will need to produce a Tender Report meeting the required quality standard within procurement timescales communicated in writing (which may include email) by Sodexo to the PMT, as long as the PMT is not provided with less than 5 working days' notice to complete the Tender Report.

Unless otherwise agreed by the Employer, the Consultant will be expected to provide information and input requested by the PMT in regards to the Tender Report within 2 working days of a request being made in writing (which may include email) This is a key condition defined in Appendix F.

On approval of the Tender Report, the PMT will ensure timely completion of the NEC4 Contract with the contractor and return completed documents to the DWP Commercial Directorate Estates Category Team.

#### **c) Contractor appointment and management**

Subject to the Employer's governance processes, the PMT and the CMT will work with appointed Contractor to finalise the agreed programme and priced activity schedule as required under a formal NEC Contract Agreement. Mobilisation activity will take place with the appointed Contractor prior to starting on site.

- Once appointed, the PMT will use CEMAR to manage and administer the Contractor's contract with the Employer. CEMAR is used to raise Early Warning Notices, propose and approve Compensation Events and submit applications for payment. The PMT will notify the CMT, the Employer and Sodexo of Early Warning Notices and Compensation Events and ensure responses are provided in line with NEC timescales, whilst also ensuring compliance with the Employer's governance processes. The PMT will ensure

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Compensation Event(s) are sent to the CMT, and where applicable the Consultant, for review within these timescales. Once the Compensation Event(s) has been sent to the CMT and the Consultant in writing (which may include email and CEMAR), the CMT and the Consultant will have 2 working days to review and provide a response. This is a key condition defined in Appendix F.

The CMT will be responsible for developing a Compensation Event 'tracker' to measure Compensation Event spend against the initially approved contract value and PO, ensuring that the Employer's commercial governance processes (outlined in Figure 8) are also followed depending on the Compensation Event value.

The PMT will attend and lead all relevant project meetings on all Capex projects. The Consultant will produce the minutes for these meetings and distribute them to all relevant stakeholders.

The Consultant is required to check quality and inspect sites, including when undertaking audits of selected tasks. The Consultant will provide technical assurance for all disciplines appropriate to the project to ensure site works comply with the agreed Contractor's proposals.

Contractors will be required to submit Applications for Payments (AFPs) to the CMT at agreed intervals.

**d) Progress tracking and reporting**

The Consultant is required to produce Design Reports at the end of RIBA stages 2, 3 and 4. The Design Report contains the design components of the 'Stage Report' defined in the RIBA Plan of Work 2020 (and any subsequent revision). The Design Report will include full documentation of the design process and subsequent proposed design outcomes. The Design Report must cover all functional, technical and operational requirements and demonstrate full understanding of the project brief, how the design has evolved, rationale for the preferred design solution, any design derogations, and any further considerations.

The PMT is required to produce and maintain a detailed overarching project tracker to report on programme, cost, milestones etc, with information provided for each site, contractor, region and purchase order.

The project tracker is reported fortnightly to the Sodexo Programme Director. Site scoping surveys, asbestos reports, Contractor's proposals, accepted proposals, start-up meetings, commencement of work on site and completion certifications are all tracked and recorded.

In addition to a Framework Execution Plan, the PMT will be required to develop the Project Execution Plan for each project. The Consultant is required to provide any assistance required by the PMT in providing any information required for the project tracker.

A monthly report will be required for use at the project control board held for each project. The agreed template will be provided.

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The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

- a) the number of RIDDOR recordable incidents by Consultant staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on delivering the services;
- b) the number of RIDDOR recordable incidents by Contractor staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on Capex projects where the Consultant is delivering services;
- c) the number of instances of Contractor non-compliance with the latest version of Government guidelines regarding Covid-19 and social distancing, including devolved administration guidelines, where applicable;
- d) the number of apprentices employed by the Consultant and the number of apprenticeship opportunities created or retained under the Call Off Contract;
- e) the number of full-time equivalent (FTE) employment opportunities created under the Call Off Contract, by UK region;
- f) the number of training opportunities (Level 2, 3, and 4+) created or retained under the Call Off Contract, other than apprentices, by UK region;
- g) the number of people-hours of learning interventions delivered under the contract, by UK region;
- h) the number of people-hours spent protecting and improving the environment under the contract, by UK region;
- i) the number of green spaces created under the contract, by UK region;
- j) annual reduction in emissions of greenhouse gases arising from the performance of the Call Off Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE);
- k) reduction in water use arising from the performance of the contract, measured in litres; and
- l) reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes. the total number of payments made by the Consultant to sub-contractors to this Call Off Contract contracts each month, and of this number, the percentage of invoices paid within each of the following categories:
  - a. Within 30 days
  - b. In 31 to 60 days
  - c. In 61 days or more
  - d. Due but not paid by the last date for payment under agreed contractual terms.

**e) Meetings**

- In addition to the meetings listed elsewhere in the Statement of Requirements and Scope, the Consultant will be required to attend the following meetings:
- Mobilisation meetings and workshops will be scheduled on contract appointment.



- 
- **Table 2: Project Level Meetings**

	<b>Frequency</b>	<b>Detail</b>
<b>Capex Progress Review Meeting</b>	Fortnightly	<p>The Consultant is required to attend in RIBA stages 1 to 4, along with the PMT, CMT and DTS:</p> <ul style="list-style-type: none"> <li>• Presentation of overall project tracker and cost tracker;</li> <li>• 2 month look ahead; and</li> <li>• Key risks and issues.</li> </ul>
<b>Design Team Meeting</b>	Weekly	<p>Design Team Meetings will be held throughout RIBA stages 1 to 4 to ensure the design meets the Employer's requirements and the timeline set for the design phases. The Consultant is required to chair and minute the Design Team Meetings.</p>
<b>Project Control Group</b>	Monthly	<p>Presentation of the project report to DWP/Sodexo stakeholders The PMT to present the update for the project. The Consultant to attend to present the design progress during RIBA stages 1 to 4</p>
<b>Project Working Group</b>	Weekly/fortnightly depending on project	<p>Working Group brings includes Sodexo and key DWP stakeholders involved in the delivery of the project.</p> <p>The Consultant to attend to present the design progress during RIBA stages 1 to 4.</p>
<b>Handover</b>	One meeting per Capex project on completion of the project	<p>The Consultant will attend site to inspect works and ensure all handover documentation as directed to complete by the PMT is completed. All documentation must be provided electronically in a form specified by the Employer (e.g. uploaded to SharePoint).</p>

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Please note that in the current climate in Covid-19, a significant number of meetings are taking place virtually using Microsoft Teams. Where physical attendance is required, the latest Government Coronavirus Guidelines will be followed, and key worker letters issued where required.

The Employer is yet to confirm working practices when the current climate in Covid-19 is no longer applicable and requirements for attending meetings in person are therefore subject to change.

Following Covid-19, the Consultant will participate at project level meetings through physical attendance, unless video conferencing is agreed by the Employer. Attendance through video conferencing is likely to only take place on projects which are low in both complexity and value.

**f) Final Account and Close Out**

- The PMT is required to coordinate handover activities in accordance with the requirements set out in Annex 1: Schedule of Requirements.

The Consultant will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer.

Where input is required from the Consultant to ensure technical sign-off, the Consultant will respond within 2 working days of a request being made in writing (which will include email) by the Consultant. This is a key condition defined in Appendix F.

- The PMT will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer. The PMT will produce the minutes for these meetings and distribute them to all relevant stakeholders. The PMT will ensure will ensure handover documentation requested by the Employer is correct and complete. The timeline to close out any minor outstanding actions and snags will be agreed and monitored. Contractors will submit their final accounts by task and site to the CMT for verification, approval and sign-off. The PMT will ensure all handover documentation and supporting evidence is provided to the Employer in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

**g) Information Management**

To assist Sodexo in adhering to ISO19650:2018, the Consultant will need to:

- Adopt the information management processes as defined by the Employer and Sodexo;
- Adopt the information security protocols defined by the Employer and Sodexo;
- Manage project information and documentation in a digital format using a Common Data Environment;
- Interface with appointed parties to receive, collate, verify, publish and issue information in accordance with the Exchange Information Requirements;

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The Consultant, PMT and DTS will collate and verify information received from the Contractors (Operation & Maintenance Manuals, surveys, permits, designs, drawings, asset change forms etc.) and hold it within their document management system until the project is completed. Following project completion, this will be handed over to the Employer and Sodexo in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

The Consultant has an obligation under the RM3741 Framework to assist the Employer in adhering to its Building Information Modelling (BIM) Protocol, defined in Appendix F - Form of Call Off Contract. The Employer's BIM Protocol is designed to comply with the following parts of ISO19650:2018:

- **BS EN ISO 19650-1:** Organisation of information about construction works – Information management using building information modelling – Part 1: concepts and principles, *and*
- **BS EN ISO 19650-2:** Organisation of information about construction works – Information management using building information modelling – Part 2: Delivery phase of assets.

A BIM Information Manager and BIM Coordinator will be appointed in both the Consultant team and DTS team to work to the BIM Protocol. The Consultant is required to cooperate with and assist Sodexo and the future integrator in complying with BIM and ISO19650 parts 1 and 2.

Under the Supply Chain Integrator agreement, Sodexo is responsible for providing asset numbers. The BIM Information Manager and BIM Coordinator will consult with Sodexo to obtain asset numbers.

The Consultant is required to provide all relevant information required to complete BIM models and the asset taxonomy (included in the BIM Protocol, defined in Appendix F).

### **Figure 9: Information Management Process**

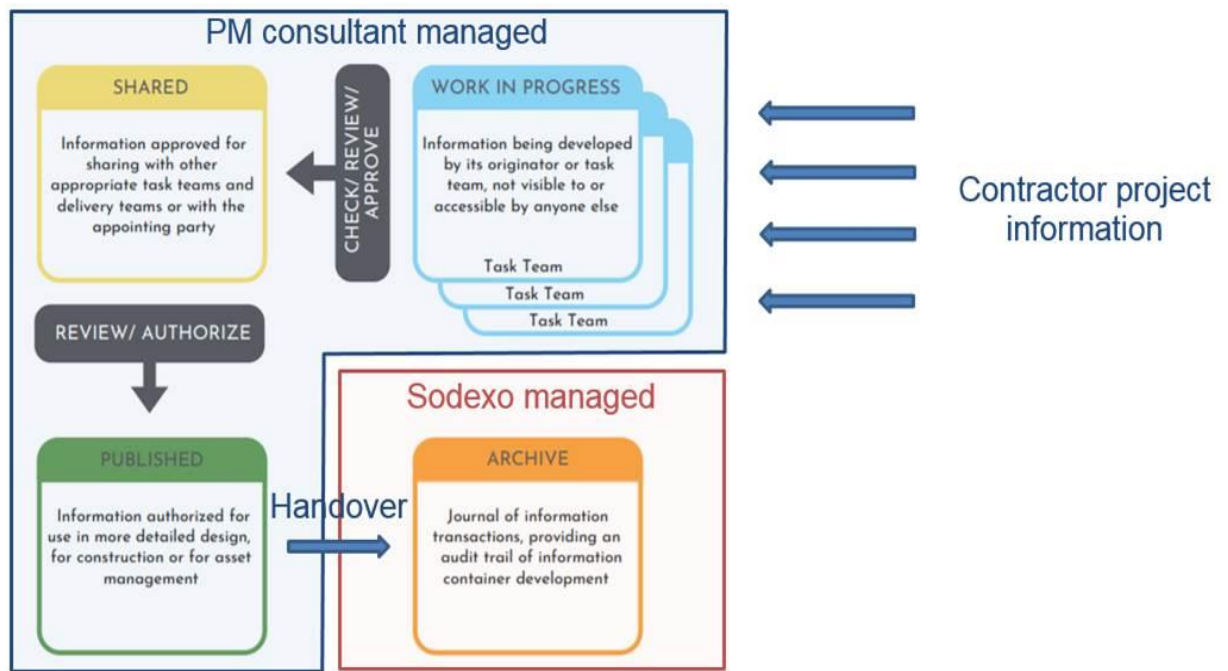


Figure 2: CDE concept as demonstrated in ISO 19650-1 Figure 10

## 6. Role Profiles / Core Competencies

All personnel for the above positions must be professionally qualified and highly competent - having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Employer requires that all Consultant staff employed, whether permanent or temporary, on the provision of the services are subject to the requirements of the HM Government Baseline Personnel Security Standard. Copies of the current HM Government Baseline Personnel Security Standard can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel will need to comply with the Employer's Security Policy, defined in Appendix F - Form of Contract. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.

The Consultant is responsible for its own compliance with all relevant VAT legislation and guidance. Please note that under section 6 para (e) the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019, the "reverse charge" of VAT under section 55A of the Value Added Tax Act 1994 ("VATA") does not cover the supply of "the professional work of architects or surveyors, or of consultants in building, engineering, interior or exterior decoration or in the laying-out of landscape" (except where part of the single supply of construction work).

## 7. Annexes

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## Annex 1: Schedule of Requirements



Annex 1 - Schedule  
of Requirements.xls:

## Annex 2: Feasibility Report

Feasibility studies, that is preliminary studies, may be required in the very early stage of determining the preferred strategic direction for a real estate development project. They will tend to be carried out when a project is large or complex, or where there might be a consideration of alternative sites and/or development options. The purpose of the feasibility study is to:

- Consider and evaluate viable project options.
- Identify feasible options.
- Establish the preferred option and whether the project is viable.
- Assist in the development of other project documentation such as the business case, project execution plan and strategic brief.

The scope of the feasibility study, together with the content and format of the Feasibility Report is to be as follows:

- **Executive Summary**
- **Project Brief and Objectives**
- **Feasibility Study Team**
- **Proposed Site/Building Options**
  - Site/Building Overviews and Site Histories
  - Site Factors and Issues
  - Town Planning and Use Class
  - Site Ownership and Leasehold Matters
- **Proposed Site/Building Appraisals – Options, Viability and Evaluation**
  - Building Condition (structure, fabric and building services installations. Provide condition rating comparison of buildings)
  - Environmental Issues and Deleterious Materials
  - Suitability of Building for Adaptation/Refurbishment
  - Capacity and Adaptability of Mains Services and Utilities

- 
- Town Planning Considerations
  - Statutory Compliance Matters and Approvals
  - Leasehold and Commercial Obligations
  - Inclusive Design and Accessibility
  - Compliance with Project Brief (including occupancy demand and functional requirements. Provide a building suitability comparison assessment of buildings being considered)
  - DWP Design Guide Compliance (detail design derogations)
  - Sustainability and Energy Performance
  - Scope of Proposed Refurbishment and Fit Out Works (summarise for each option)
  - Programme considerations (include summary activities programme for each option)
  - Cost estimation, Appraisal and Comparison of Options (cost analysis to consider discounted cash flow assessment and consideration of whole life cycle costs)
- 
- **Preferred Option**
  - **Key Risks and Issues (include Risk Register)**
  - **Dependencies**
  - **Summary and Conclusion**

### **Annex 3: Building Assessment Report**

The Building Assessment Report (BAR) consists of two key components: the technical due diligence assessment of the proposed property/building and the scope of the proposed capital investment works (effectively the CAT B works).

The BAR will follow an initial space planning assessment which determines if all key requirements can be accommodated within the proposed demise.

The BAR should use the outputs of the space planning exercise as the basis of the building assessment and its suitability for the proposed use.

#### **Technical Due Diligence**

Full technical due diligence is required for each property/building to include a full site inspection and condition survey of the existing fabric, structure, finishes, building services installations, external areas, fixtures and fittings etc. Condition surveys and reports to be in accordance with recognised industry standards and guidance including RICS Technical Due Diligence of Commercial Property January 2020 and CIBSE Maintenance Engineering and Management Guide M.

The process of technical due diligence must determine, in the context of the proposed intent for the property:

- whether significant defects exist with the property/building.
- whether there are legal implications of the defects or other deficiencies such that the property does not comply with statutory obligations or if there are any illegal works present.

- 
- whether there are leasehold repairing obligations/liabilities.
  - whether the property is suitable for the client's intended use, and
  - whether there are any apparent life safety issues.

Where there are deficiencies with the building, estimates of the remaining life expectancy of key elements must be provided, along with information regarding the scope, risk rating, costs of repairs required, time frame and liability. Provide schedule of repairs and budget estimates to remedy the identified defects with the building structure, fabric and services. To include cyclical maintenance costs and recommended time period for repairs. Development and preparation of cost estimate to be on the basis of three point estimating and probability analysis. Cost estimate to include a fully costed risk register to accurately apportion cost to all potential risk items. Cost estimate to consider and include alternative repair/maintenance options where applicable.

The principal considerations for the technical due diligence will include the following:

- the nature of the property, the proposed development or the existing construction, age and design
- the adequacy of the structure and fabric
- the adequacy of building services
- conformity with current requirements, including statute, civil and lease obligations
- operational performance
- special client requirements (as defined at the briefing stage)
- a comparison of the standards and quality of the property with accepted/institutional benchmarks and the apparent suitability to meet the client's requirements
- main areas of concern, deficiency, defect or non-compliance
- any repairs, upgrades, replacements, further investigations or statutory inspections and
- estimated costs of remedial works or recommended actions.

The condition inspection is required to include all components of the property/building.

Areas not inspected should be clearly identified in the report, and a recommendation made for further investigation, should there be reasonable suspicion that notable defects or risks could exist. Existing records that are required to be reviewed and considered include:

- asbestos/hazardous materials register and management plan
- fire risk assessment, fire safety strategy and relevant permits
- accessibility audit
- statutory test certificates
- other relevant statutory reports and statutory compliance documentation
- PPM Schedules

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- Health and Safety file
  - Operating and Maintenance manuals
  - Energy Performance Certificate
  - Building services equipment and plant inspection records
  - Manufacturers and contractor guarantees
  - Leases, subleases, licences, rights of access, rights of way, etc.
  - Party Wall Awards

The scope of the technical due diligence is to include enquiries with the on-site FM/Operations teams and occupiers to establish if they are aware of any issues with the building and engineering services. Relevant anecdotal information gained while on site must be corroborated.

Elemental condition survey and report required for building structure and fabric, building services installations and external areas. Develop and include a matrix identifying the current condition rating of all building elements, services elements and external areas.

The elements of the external and internal building structure and fabric that are to be inspected are to include, but not limited to, the following elements:

- roofs/balconies/canopies
- rainwater goods
- walls and cladding/facades
- windows, doors and joinery
- structural frame
- substructure/basement
- floors
- internal walls, ceilings, partitions and doors, including compartmentation for fire safety
- internal and external finishes
- fixtures and fittings
- internal and external staircases and
- sanitary and welfare facilities.

The structure is to be described in detail, including type of frame (reinforced concrete, steel or timber) as applicable, a description of main supporting members from roof to foundations and how the load is transferred through the building to ground. Comment should include the effect of alterations on the structure, any movement and future risks. Each element (e.g. floors, walls, doors, etc.) is to be separately discussed in the report, including a description, current condition, suitability for anticipated use and explanatory note of the cause of any defect. Detail the current structural loading capacities of all key elements of structure.



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Building services elements to be inspected include all installations/systems comprising mechanical, electrical, fire and life safety, security, public health services, telecommunications and vertical transportation installations. Confirm the condition and capacity of all existing utility supplies to the property/building. Include to operate and witness test the working of all systems, installations, etc. Assess IT connectivity and capacity to ensure aligns with design brief requirements.

External areas are to be inspected comprising car parking, pavements, hardstanding, lighting, signage, outbuildings, boundaries, fences/walls, underground drainage, underground features, etc. External access covers, manholes, etc to be lifted and visual inspection undertaken of underground drainage, underground services, etc. Advise on the need for CCTV survey of accessible underground drainage,

A description of condition and extent of defects for relevant components may be supplemented with photographs and sketches.

A full measured survey of the internal of the building is to be undertaken.

The technical due diligence should highlight any further tests or inspections to be undertaken and enquiries to be made to statutory authorities, third parties, etc.

A description of the property is required and should include:

- property type
- general design
- principal elements of construction
- age
- floor area
- date of substantial modifications and
- historical status and current use.
- legal and title issues
- repairing obligations/liabilities

The building inspection is to include a visual inspection of the building's external structure and fabric, internal structure and fabric and external areas and boundaries. Conduct a visual inspection within raised access floor voids, suspended ceilings, roof voids, risers, etc. to ascertain condition of key elements e.g. compartmentation and firestopping.

A statutory compliance review is required to ascertain whether the building complies with legislation relevant to the use of the building. This includes accessibility, fire safety, means of escape, town planning, building regulations, etc. Report on relevant planning, heritage and highways matters that could affect the building. Conduct a fire safety assessment of the building, to include review of available compliance documentation and identify compliance concerns.

Regarding environmental and site factors, review the extent to which the building might be exposed to environmental hazards such as flooding, exposure to electromagnetic radiation, etc. Undertake a desktop search to identify potentially land contamination issues and provide a contamination risk rating. Review and report on potential noise and acoustic issues. Identify adjacent land uses and report upon potential adverse impacts to the use of the building.

Conduct a sustainability audit of the building including review of the energy performance and potential to achieve BREEAM compliance.

Regarding deleterious materials, procure an asbestos report to inspect, take samples, test samples and report on the presence of asbestos. Advise and procure other surveys required and sample

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testing for existence of items such as structural engineering review, building cladding systems, high alumina cement, calcium chloride concrete additives, concrete carbonation, etc. Questions for legal advisers must be highlighted, for example, clarification of demise, construction warranties available, etc.

### **Capital Investment Works**

Detail the brief and scope of the proposed capital investment works. Include the proposed occupancy numbers, space modelling demand and resultant functional space requirements. Provide a matrix identifying the core project design requirements and an assessment of the suitability of the proposed building to meet such requirements.

Detail the proposed design solution including the required alterations/interventions to the building. Include existing and proposed floor layout plans. Detail the scope and cost of the proposed capital investment works on an elemental basis including all relevant sub elements of the external and internal structure/fabric, building services installations/systems and external areas. Detail the extent and cost of any structural enhancement works required, replacement of building services plant/equipment, upgrading of utility supplies, etc.

Review and report on relevant statutory compliance and consent requirements, leasehold compliance matters, etc. resulting from the proposed design solution. This includes building regulations, town planning, fire safety, welfare facilities, inclusive access to and use of buildings, etc.

Detail the project's sustainability objectives and the resultant scope and cost of the proposed sustainability improvements to achieve the required BREEAM rating and Energy Performance Certificate rating.

Detail all matters of derogation from relevant DWP design standards.

Detail the scope and cost of all direct subcontract works including security, furniture, etc.

For the proposed capital investment works provide a detailed WBS programme of activities progressing through RIBA Stage 1 through Stage 7. Provide a risk register identifying all key risks and issues.

Provide a detailed elemental cost estimate of the proposed capital investment works to encompass all relevant cost items including building works, repairs, professional fees, direct subcontract works, FF&E, etc. Development and preparation of cost estimate to be on the basis of three point estimating and probability analysis. Cost estimate to include a fully costed risk register to accurately apportion cost to all potential risk items. Cost estimate to consider and include alternative options where applicable.

### **Building Assessment Report Structure**

#### **Executive Summary**

- Description and Condition Overview
- Building Suitability
- Summary of Cost
- Programme Milestones
- Key Risks and Issues
- Limitations

#### **Technical Due Diligence**

- Building Description
- Building Condition Rating Matrix
- External and Internal Building Structure and Fabric

- 
- Building Services Installations/Systems and Utilities
  - External Areas
  - Statutory Compliance
  - Environmental Matters
  - Sustainability
  - Deleterious Materials

#### **Capital Investment Works**

- Design Brief and Scope
- Occupancy and Space Requirements
- Suitability Assessment Matrix
- External and Internal Building Structure and Fabric
- Building Services Installations/Systems
- External Areas
- Statutory Compliance
- Sustainability
- Design Derogations

#### **Appendices**

- Internal and External Photographs
- Schedule of Repairs and Cost Estimate
- Cyclical Maintenance Schedule and Cost Estimate
- Lease Demise Plan
- Existing Floor Layout Plans
- Proposed Space Model
- Proposed General Arrangement Floor Plans
- Sustainability Assessment
- WBS Master Programme
- Risk Register
- Elemental Cost Estimate

- Building and Building Services Condition Report

#### **Annex 4: Core Disciplines - Optional and Non-Core Services**

The optional services required from Schedule 2 of the CCS Framework, in addition to the additionally listed non-core services (under core disciplines), will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The fees submitted for these services in Appendix C - Pricing Model will only be used if required. Please note that the below requirements are all subject to change.

<b>Discipline(s)</b>	<b>Ref</b>	<b>Scope of Services</b>	<b>RIBA Stages</b>	<b>Notes</b>
Architect, Lead Designer, Building Services Engineer and Structural Engineer	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.	RIBA stage 5	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model.
	7a.2	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model
	7a.3	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	RIBA stage 5	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model

	7a.4	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	RIBA stages 5 and 6 <i>Please note that the inclusion of RIBA Stage 6 is an amendment from Schedule 2 of the CCS Framework.</i>	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6.
	7a.5	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing an average of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value.
BIM Information Manager and BIM Coordinator	1a.1	Host the Common Data Environment	All RIBA Stages	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model.
	7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	RIBA stages 5 and 6 <i>Please note that the inclusion of RIBA Stage 6 is an amendment from Schedule 2 of the CCS Framework.</i>	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6.

	7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing an average of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value.
Building Services Engineer	4a.1, 5a.1, 6a.1	Conduct any necessary negotiations with the public utility authorities relating to services, connections, sub-stations, existing services, services diversions and similar matters.	RIBA stage 2, 3 or 4 depending on procurement route.	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model.
Principal Designer	DWP1	The Principle Designer will be required to undertake ad-hoc audits of a representative sample of Contractors to ensure compliance.	RIBA stages 5 and 6	The Principal Designer day rates requested from the Potential Supplier in Appendix C - Pricing Model will be used for this requirement. The basis and frequency of Contractor site auditing will be agreed with the Consultant post-award.
Architect	DWP2	To support the Employer's BIM requirements, the Architect will be required to source the provision of a point cloud survey, in order to produce a 3D model for each project.	Expected to be RIBA stage 1	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate' tab in Appendix C - Pricing Model.
Architect	DWP3	The Architect will be required to produce and complete room data sheets for each project at RIBA stage 4, to include	RIBA stage 4	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage

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		separate room data sheet for each room within project scope.		Fee' tab in Appendix C - Pricing Model.
Lead Designer	DWP4	For projects to be completed on a traditional procurement route, the Lead Designer will compile a full fabric and building services asset list at completion of RIBA stage 4. For projects to be completed on a Single Stage or Two Stage Design and Build procurement route, the service will be requested from the Contractor as part of their O&Ms. The Consultant will be required to validate the accuracy of the list based on a 10% sample inspection.	RIBA stage 4	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model.

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### **Annex 5: Non-core Service Disciplines**

The non-core service disciplines required at what RIBA stages will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The fees submitted for these services in Appendix C - Pricing Model will only be used if required. Please note that the below requirements are all subject to change.

<b>Non-core Service Discipline</b>	<b>Description</b>
Access Surveyor	<p>Production of an access audit report, for existing or proposed premises, in accordance with the National Register of Access Consultants Code of Practice.</p> <p>The report will be used to enable the Employer to undertake its duties under The Equality Act 2010 to ensure its buildings are as accessible and usable for persons with a disability as reasonably possible.</p>
Acoustic Engineer	Assist the Employer's Workplace Design Standards Team in the creation of design guides, and comment on the suitability of proposed solutions.
Approved Inspector	<p>Local Authority Building Control (LABC) or registered with the Construction Industry Council Approved Inspectors Register (CICAR) to:</p> <ul style="list-style-type: none"><li>• provide advice on building regulations;</li><li>• check compliance with building regulation;</li></ul>



	<ul style="list-style-type: none"> <li>• inspect work as it progresses; and</li> <li>• issue plan certificate and final certificate.</li> </ul> <p>The Approved Inspector will be required across all RIBA stages.</p>
BREEAM Advisor	<p>BREEAM advisory services, including pre-assessment, assessment and monitoring during project design and construction phases to achieve the project's BREEAM objectives and desired sustainability score. This is expected to be BREEAM 'Very Good' in line with the Government Buying Standards, the Government Estate Strategy 2018 and the Government Hubs Policy.</p> <p>This service may also be required across other sites in the DWP estate (not part of Batch 3) to identify what improvement plan would be needed to reach the BREEAM level 'Very Good.'</p>
Chartered Building Surveyor	<p>Advisory services on many aspects of design and construction, including maintenance, repair, refurbishment and restoration of proposed and existing buildings.</p> <p>Services will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• offering quality assessments and reporting on defects (including structural faults) in all kinds of buildings;</li> <li>• identifying ways of improving defects and recommending solutions;</li> <li>• advising on the feasibility of a building project, and how much it might cost to carry out, or how suitable a building could be for a particular purpose;</li> <li>• working with other members of the design team to draw up detailed plans, and advising on whether a grant might be available; and</li> <li>• advising on relevant legislation and guidance, including building regulations.</li> </ul>
Employer Hub Technical Advisor	<p>On the Employer's Hub projects, the Employer may require technical review and validation of third party designs from both an architectural and mechanical and electrical basis.</p>
Environmental Advisor	<p>The Environmental Advisor will be responsible for ensuring that projects comply with all relevant environmental regulations and deliver on the Greening Government</p>

	<p>Commitments (GGCs). This will include relevant environmental targets set out at the beginning of the project.</p> <p>The Environmental Adviser should also be a strong advocate of:</p> <ul style="list-style-type: none"> <li>- The DWP design standards document, in particular its sections dealing with sustainability; and</li> <li>- The DWP estates carbon and water management and sustainability management plans.</li> <li>•</li> </ul> <p>The Advisor will:</p> <ul style="list-style-type: none"> <li>• assist in delivering the project in a sustainable manner, ensuring that all efforts are made to integrate environmental methods within the project from the beginning. For example, in encouraging the use of renewable energy generation/supply or innovative practises such as rain water harvesting and together with the BREEAM Assessor, considering green travel and accessibility to site for public transport;</li> <li>• ensure that waste management areas are adequately positioned and sized, to manage waste produced on site; and</li> <li>• work closely with the Planning Advisor to assess the site feasibility in terms of contaminated land, flooding, light pollution and biodiversity. If necessary, the Advisor will provide remedial advice or methods to reduce any environmental impacts. In extreme circumstances, a site could be deemed unsuitable based on environmental considerations.</li> <li>•</li> </ul>
Fire and Sprinkler Specialist	<p>Advisory and design services relating to fire safety measures and suppression systems (water, gas etc.).</p> <p>Services will ensure the Employer can protect life, property and the wider environment from risk of fire and to help ensure that projects meet industry codes and legislative requirements. The Fire and Sprinkler Specialist will also ensure a building can be evacuated safely in the event of a fire and has measures in place to prevent fire spreading.</p>
Furniture Schedule Services	<p>From an agreed layout, the Consultant will be responsible for working with the Employer, including different stakeholder groups such as the Employer's Workplace Design Standards Team, the specific project team and differing business areas which own existing furniture which they intend to re-use, as</p>

	<p>well as the Employer's suppliers of furniture to develop and complete the furniture schedule for each project. On completion of an agreed schedule, which should also note any quantities of furniture being re-used from different Employer stakeholder groups, orders for the furniture will be placed by the Employer.</p> <p>The Consultant will be expected to work with the Employer's suppliers of furniture to provide project site plans and layouts which are aligned to agreed furniture designs and specifications. Consultants are expected to utilise furniture suppliers' furniture designs where available, which shall be provided in the following formats:</p> <ul style="list-style-type: none"> <li>• as AutoCAD blocks;</li> <li>• in dwg format; and</li> <li>• in a 3D format that can be read and edited by the software Revit.</li> </ul> <p>The Consultant will be responsible for ensuring any amendments in the furniture suppliers' 'space plans' are actioned appropriately with all relevant stakeholders, whilst liaising with other suppliers to the Employer to ensure a co-ordinated approach to the final design.</p>
Landscape Architect	Design services, including planning the locations of buildings, roads, walkways, flowers, shrubs, and trees within these environments.
Move Management/Divestment Services	<p>Services include:</p> <ul style="list-style-type: none"> <li>• the scoping the size of clearance works and dilapidations;</li> <li>• coordination of Contractors and tower suppliers such as G4S and Interserve; and</li> <li>• the development of a move plan to the satisfaction of the Employer.</li> <li>•</li> </ul>
Planning Advisor	<p>Planning advisory services, including the preparation and submission of planning applications to gain consent and/or discharge conditions, as well as appeals against refusal of planning permission.</p> <p>Services will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• contributing to the assessment of potential development sites;</li> </ul>

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	<ul style="list-style-type: none"><li>• advising on the likelihood of and preparation of environmental impact assessments;</li><li>• assisting in the development of development masterplans;</li><li>• providing an independent view of development proposals;</li><li>• providing advice on how and when to seek planning permission;</li><li>• preparing and submitting planning applications;</li><li>• carrying out negotiations and building relationships with the local planning authority, local community and other stakeholders;</li><li>• making representations to planning committees and public inquiries;</li><li>• advising on planning appeals;</li><li>• advising on local planning policy;</li><li>• assisting with urban design;</li><li>• undertaking specialist research;</li><li>• advising on issues related to transport traffic and infrastructure; and</li><li>• advising on neighborhood planning issues.</li></ul>
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**Annex 6: The Employer's Statement of Requirements and Scope - CMT**

**APPENDIX A - EMPLOYER'S STATEMENT OF REQUIREMENTS AND SCOPE**

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**Provision of Cost Management Professional Services to support  
DWP 'Batch 3' Capex Projects in FY21/22 and FY22/23**

**Further Competition under  
RM3741 Project Management and Full Design Team Services - Lot 4**

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## 8. Introduction

The Department for Work and Pensions (DWP) (the Employer) is seeking a number of professional services disciplines to assist with 44 capital works projects across its national estate portfolio. All projects require completion prior to March 2023. All appointments for professional services will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS).

The Employer requires an appropriate Cost Management Team (CMT) to work closely with its Supply Chain Integrator (Sodexo) in supporting these projects. Details of the 44 capital works projects can be found in Appendix C - Pricing Model.

This Statement of Requirements and Scope sets out the roles and responsibilities of the successful bidder from this procurement exercise (the Consultant) to deliver the *services*. Words and phrases used in this Statement of Requirements and Scope have the meaning given them in the Call Off Contract unless otherwise defined or the context otherwise requires.

This Statement of Requirements and Scope will be incorporated into the Call Off Contract in Appendix F following contract award.

## 9. Background

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The Department for Work and Pensions (DWP) (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.850 buildings – the largest commercial estate within Government. This number is made up primarily of Jobcentre Plus offices, but also includes Health Assessment Centres and back offices. The back office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the Jobcentre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

As part of the Department's investment strategy, a total of 44 individual Capex projects have been identified for delivery prior to 31st March 2023. These projects are a mix of DWP's estates strategy to create purpose-built hubs through either the acquisition of new sites or refurbishment of existing buildings and the subsequent divestment of vacated sites.

There will also be several relocation projects involving acquisition and fit out of new sites due to a lease event at the existing location. The divestment of the site being closed will typically fall under this service request.

The ultimate completion date for most of these projects is March 2023 to align with lease divestment dates of current buildings. The 44 sites have a total estimated construction spend of circa £100m.

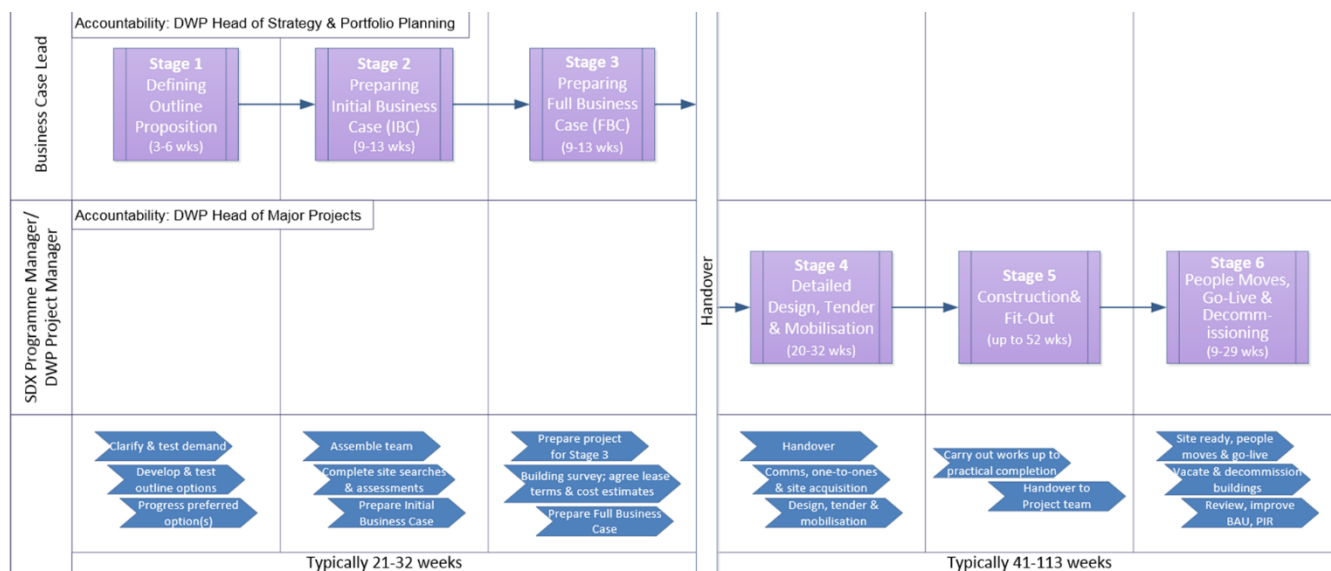
Projects will generally be initiated in FY21/22 Q1 and Q2 with the early planning and design stages progressing through FY21/22 Q1, Q2 and Q3. Subsequent detailed design, procurement and construction activity is likely to be contained through Q4 of FY21/22 and FY22/23.

DWP and Sodexo are currently preparing for national delivery of projects. There are sensitivities around these new property acquisitions and until further notice strict confidentiality is to be maintained by all concerned.

Capex project values can be found in Appendix C - Pricing Model, and are being delivered by Contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework,' detailed in Table 1 and Figure 3. Contracts will either be let via a Traditional, Single Stage Design and Build or Two Stage Design and Build basis. The Potential Supplier is requested in Appendix C - Pricing Model to submit their pricing against each of these procurement routes. The procurement route to be used will be determined by the scope of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The key stages of the end to end process developed by Sodexo and DWP are summarised in Figure 1. The process is aligned to RIBA Stages 1-7.

**Figure 1: Sodexo and DWP end to end process**



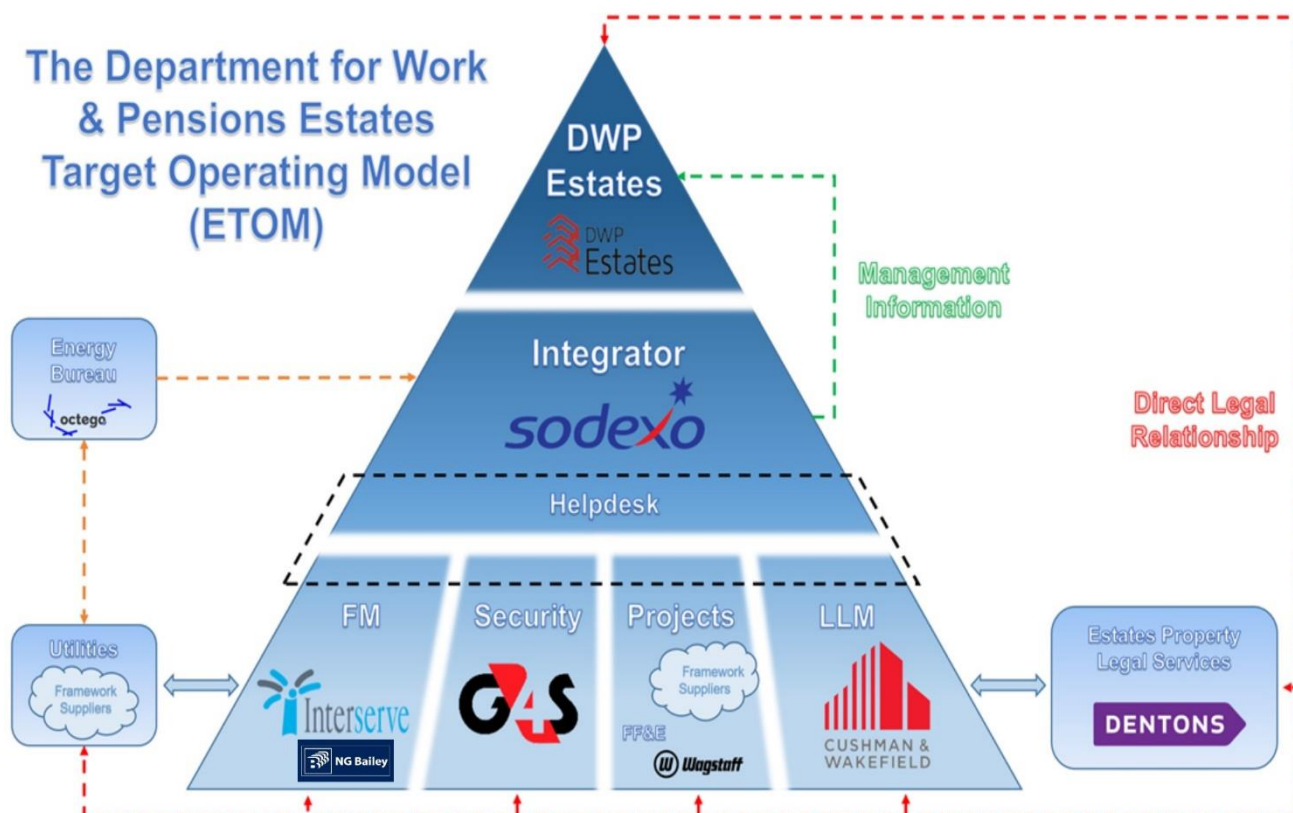
## 10. The Estates Target Operating Model



Within the Department, DWP Estates Directorate are accountable for the delivery of all aspects of real estate services, supported by the Estates Category Team within Commercial Directorate to undertake all commercial activity required within the complex estates portfolio.

DWP operates an 'Estates Target Operating Model' (ETOM), shown in Figure 2, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator').

**Figure 2: DWP's Estates Target Operating Model (ETOM)**



Each of the following headings within Figure 2 are referred to by the Employer as 'towers:'

- FM (Facilities Management)
- Security
- Projects (This includes providers of professional services, all providers of construction, fit-out and LCW as well as suppliers of furniture, fittings and equipment (FFE).
- LLM (Landlord and Lease Management)

DWP has engaged and authorised Sodexo Ltd (Sodexo) under the role of the "Supply Chain Integrator" to perform certain estate related duties and obligations. In this capacity, Sodexo is charged with deploying the Department's programmes of Capex Projects, alongside LCW and BAU Projects (professional services for which will be tendered separately). To ensure successful programme delivery, Sodexo work closely with providers of professional services appointed from CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) and contractors on DWP's

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‘Estate Jobcentre & Office Fit Out Contractor Framework’ (the Contractor(s)). Diagrams providing more information about the Estate Jobcentre & Office Fit Out Contractor Framework can be found in Table 1 and Figures 3 and 4.

The Employer has recently undertaken a review of the ETOM and is exploring a variety of options for how the ETOM may be delivered following expiry of the current Supply Chain Integrator agreement with Sodexo on 31<sup>st</sup> March 2022.

This will involve a newly appointed integrator to work with the Employer, the Consultant and other suppliers involved in the delivery of professional services to support Batch 3 Capex projects in FY21/22 and FY22/23. It is anticipated the newly appointed integrator will be performing the following tasks after March 2022:

- System provision and integration: across supply chain systems, the integrator shall support operational and strategic DWP Estates management by providing the required IT system, application hosting, implementation, training support and security for the management of the services.
- Helpdesk and work order management: The integrator shall provide a helpdesk facility, which shall be the single point of contact for all DWP end-users in relation to all workplace, property and FM related service requests. This shall include the end-to-end management of planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other work orders relating to the occupation of property. To facilitate this, the integrator shall be responsible for maintaining a master asset register and master PPM schedule (together the Asset Management Services). The integrator shall manage the asset change request process providing a holistic view and intelligence across the DWP Estate and DWP Estates supply chain.
- Data, analytics and MI reporting: The integrator shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing DWP’s estate and its supply chain.
- Finance & cost management: The integrator shall provide the Employer with management information, including cost and financial reporting, through the integration, aggregation and verification (cost audit automation and cross sectional data checks) of the Employer supply chain data.
- Supply chain transition: The integrator shall support the Employer in the design, tender, mobilisation and exit of new supply chain members as required, specific to the systems interfaces and the integrator’s services

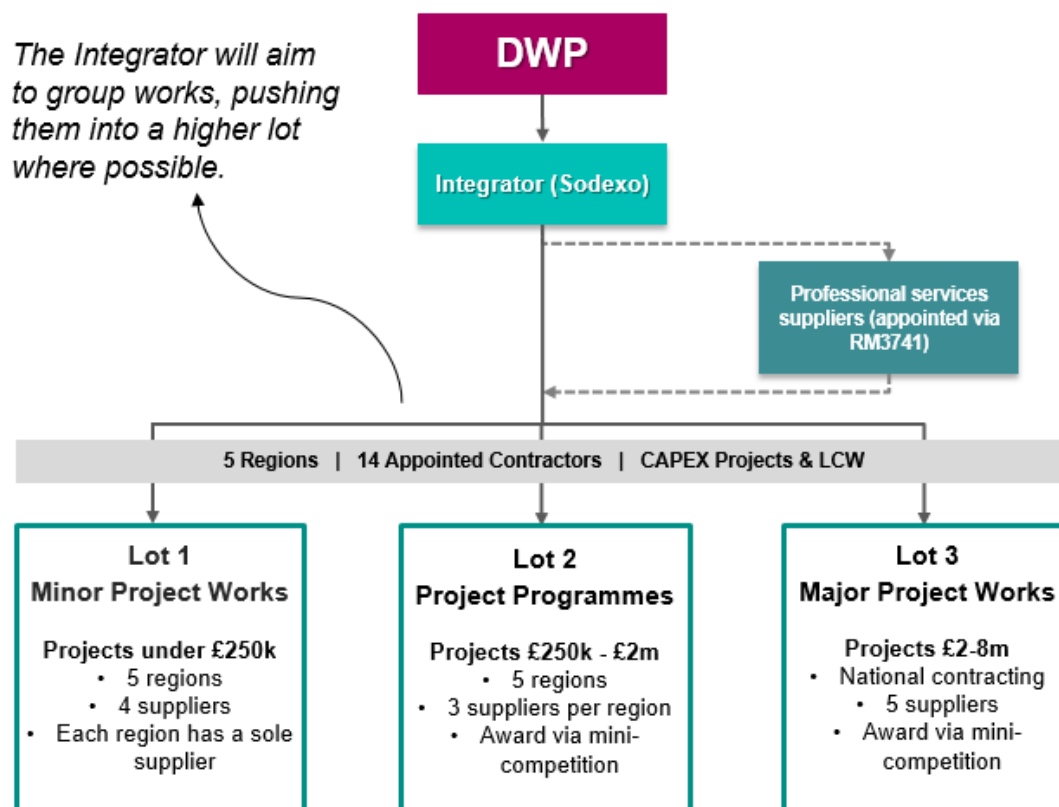
The Consultant will be expected to work collaboratively with the Employer in transitioning to a new ETOM and provide any assistance required by the Employer to ensure continuous service delivery free of charge.

The scope of the Consultant’s role is not expected to change, however the Employer will be reviewing the scope of all services within its ETOM in March 2022 to maximise efficiencies and ensure there is no duplication. The Employer reserves the right to amend the Scope and revise the associated fee in line with clause Z53 within Appendix F.

**Table 1: Estate Jobcentre & Office Fit Out Contractor Framework Contractors**

	Lot 1 (£0-£250k)					Lot 2 (£250k - £2m)					Lot 3 (£2m-£8m)
Region	A	B	C	D	E	A	B	C	D	E	National
FES Support Services Ltd									X		
Interserve Construction Ltd							X	X			X
ISG Fit Out Ltd		X									X
John Graham Construction											X
Kier Construction Ltd											X
Midas Construction Ltd										X	
Mitie Property Services (UK) Ltd				X							
Morris & Spottiswood								X	X		
Overbury							X		X		
Resolution Interiors Ltd			X		X	X				X	
Seddon Construction Ltd						X		X			
Speller Metcalfe Malvern Ltd	X					X				X	
Wates Construction Ltd											X
Willmott Dixon Interiors							X				

**Figure 3: DWP's Estate Job Centre & Office Fit Out Contractor Framework**



Contractors have been appointed and allocated to geographic regions as shown in Figure 4. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31<sup>st</sup> March 2022, the Employer intends to use CCS Framework RM6088: Construction Works and Associated Services.

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**Figure 4: DWP's Estate Job Centre & Office Fit Out Contractor Framework Regions**

**Region A** – East Anglia, East Midlands & West Midlands, Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Buckinghamshire, Hertfordshire, Essex, Lincolnshire, Nottinghamshire, Staffordshire, Shropshire, Derbyshire, Hereford and Worcestershire, West Midlands, Warwickshire, Leicestershire, Northamptonshire

**Region B** – London & South East England, London, Kent, East Sussex, Surrey, Berkshire, Oxfordshire, Hampshire

**Region C** – North West England & North Wales, Cumbria, Lancashire, Manchester, Merseyside, Cheshire, Clwyd Gwynedd

**Region D** – Scotland and North East England, Northumberland, Newcastle Area, Durham, Teesside, Yorkshire, Humber area Grampian, Highland, Tayside, Central, Fife, Edinburgh, Borders, Dumfries & Galloway, Glasgow, Ayrshire and Lanark, Argyll and Bute

**Region E** – South Wales & South West England, Dorset, Somerset, Devon, Cornwall, Gloucestershire, Bristol, Wiltshire, Gwent, Mid Glamorgan, Dyfed, Powys



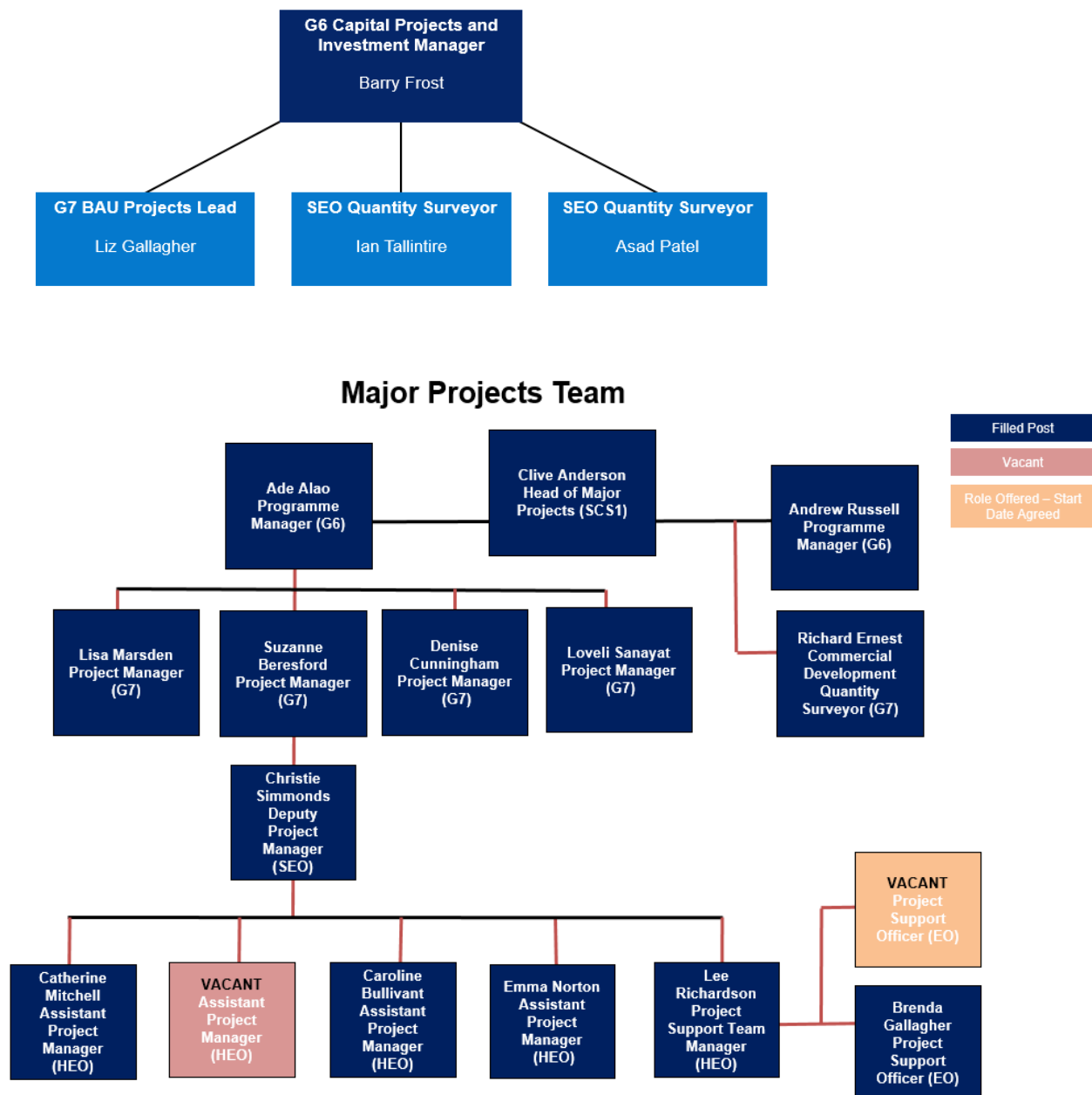
### The role of the Employer

DWP Estates Directorate are responsible for:

- Defining business requirements for Capex projects and working with DWP business units to articulate and challenge their requirements for projects;
- Approving and allocating budgets, including approving any required additional spending;
- Reviewing Capex project costs and programmes;
- Defining DWP's future space strategy;
- Providing access to project and Contractor specific folders on DWP's Microsoft SharePoint for appropriate personnel, so data and information can be shared effectively;
- Various transactional activities, for example providing instructions to DWP finance colleagues to raise purchase orders and reviewing and validating receipting action required to ensure invoices are paid; and
- Working in conjunction with DWP Commercial Directorate and Sodexo to undertake contract management and performance management of the providers of professional services.

Key stakeholders within DWP Estates Directorate are shown in Figure 5. Generally, the Major Projects Team manage projects over the value of £5m, or otherwise defined as complex.

**Figure 5: Key stakeholders within DWP Estates Directorate**



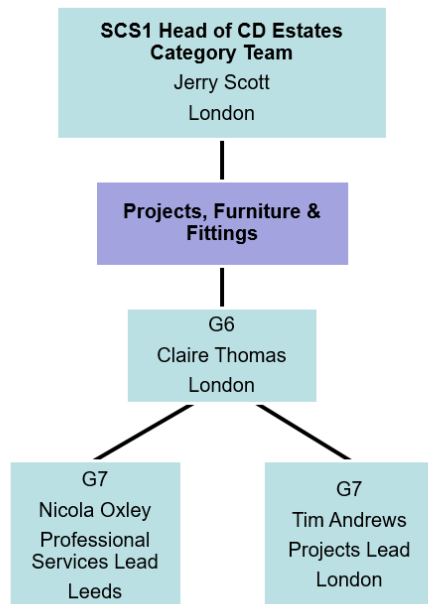
DWP Commercial Directorate Estates Category Team are responsible for:

- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;

- 
- Assuring compliance with The Public Contract Regulations 2015; and
  - Ensuring value for money.

Key stakeholders within DWP Commercial Directorate Estates Category Team are shown in Figure 6.

**Figure 6: Key stakeholders within DWP Commercial Directorate Estates Category Team**



### The role of Sodexo

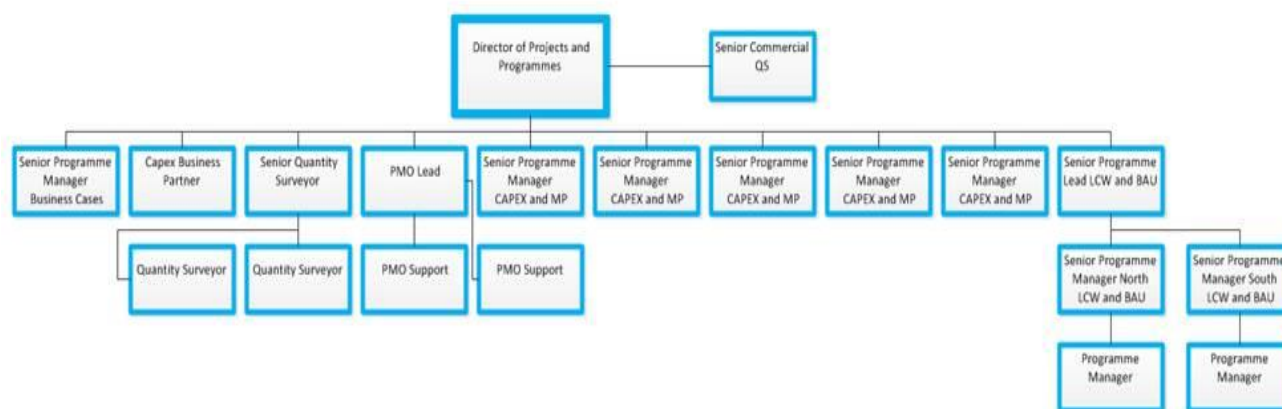
Sodexo is responsible for:

- Validation of invoices for payment from providers of professional services;
- Strategic oversight of the project pipeline, to ensure projects are prioritised and resource demand spread evenly across the year;
- Input into investment decisions and the estate strategy to ensure that we do the right things at the right time;
- Delivery of business-driven projects in accordance with the Employer's capital projects investment delivery;
- Managing the supply chain members engaged for capital and lifecycle works investment delivery to ensure a consistently high standard of delivery;
- Project planning, prioritising and aligning synergies in proposed and approved works to support the day to day operational businesses;
- The use of clash management techniques to minimise disruption to DWP operations;
- The identification and management of all programme assumptions and dependencies; and
- The coordination and impact assessment of change requests.

Delivering a consistent approach to project reviews, and the escalation of risks and issues through the appropriate channels.



**Figure 7: Sodexo Projects and Programme Resource Model**



## 11. The Employer's Requirements

The Employer requires an appropriate Cost Management Team (CMT) to support the 44 Capex projects in FY21/22 and FY22/23.

It is intended that the successful bidder from this procurement exercise (the Consultant) will be appointed w/c 28<sup>th</sup> June 2021 to allow for a mobilisation period before the expected go-live date on 26<sup>th</sup> July 2021.

Following expiry on 31<sup>st</sup> March 2023, the Employer reserves the right to exercise a 6-month extension period to the Call Off Contract, from 31/03/2023 to 30/09/2023.

Separate appointments will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) for the following professional services:

- A Project Management Team (PMT) via Lot 2.
- A Design Team North (DTN) via Lot 1.
- A Design Team South (DTS) via Lot 1.

North is defined as the following NUTS codes: UKM (Scotland), UKC (North-East England), UKD (North-West England), UKE (Yorkshire and the Humber) and UKF (East Midlands).

South is defined as the following NUTS codes: UKL (Wales), UKG (West Midlands), UKH (East of England), UKJ (South East), UKK (South West) and UKI (London).

Projects defined as North and South are outlined in Appendix C - Pricing Model.

These suppliers will work alongside the CMT in the same period to support the same 44 Capex projects.

The Consultant acknowledges and agrees that no guarantee is given by the Employer in respect of volumes of Capex projects for the duration of this Call Off Contract, which is non-exclusive. The maximum contract term is therefore 2 years and 3 months.



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The Consultant will be expected to work with Sodexo and other DWP supply chain members as part of this Call Off Contract. Once the Consultant is appointed, the Call Off Contract mobilisation period will involve working closely with Sodexo and other DWP supply chain members to ensure roles and responsibilities are defined and understood.

This mobilisation period will involve several workshops which are likely to be held virtually due to Covid-19 restrictions, using MS Teams etc. The DWP would expect the Consultant to attend these meetings or any which occur on site on an inclusive basis, free of charge, as these will define standard ways of working across all projects. The following subjects are anticipated to be covered in planned workshops:

- DWP design standards;
- Payment processes;
- Fee management;
- Roles and responsibilities;
- Agreement on reporting and communications; and
- Building Assessment Reports.
- 

DWP and Sodexo's integrated objective is to deliver Capex projects which are initiated, managed and delivered to high standards of health & safety performance and overall works quality - always providing demonstrable value for money. In addition to these core objectives there is a specific need to achieve the following:

- accurate, timely and data led management information reporting;
- effective and accurate management of the DWP payment processes;
- effective commercial administration of the NEC contracts; and
- effective management of project completion through to handover to colleagues in the Employer's operations and tower suppliers responsible for the ongoing management and maintenance of the buildings

The Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements. Functional emphasis on accommodating the needs of the Employer's staff and customers is essential in the Employer's busy, sensitive and sometimes volatile environments.

To support this, there are numerous stakeholders associated with each site acquisition, site divestment and the associated moves. Across the Consultant's CMT, strong and effective communication skills - facing a wide and diverse stakeholder community - are 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. The Consultant team must always be focussed on project protection or betterment for DWP's benefit.

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The Consultant is required to demonstrate 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 – consisting of members from DWP, Sodexo and appointments from the CCS Framework RM3741 PMFDTS is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

All complimentary Consultant 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; and
- Completion of a Feasibility Report and Building Assessment Report (BAR) (defined in Annex 2 and 3 respectively). These reports are a key element of project delivery and are used to secure project funding, used as the initial design and set out high level programme milestones. Separate to other project deliverables, each Potential Supplier is requested to provide day rates for the Feasibility Report and BAR in Appendix C - Pricing Model. These day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

The Employer requires the Consultant to deliver social value throughout the Call Off Contract. The Consultant will be expected to run a workshop with the Employer and Sodexo during the first 6 months of the Call Off Contract to present innovative ideas and proposals in regards to delivering social value in line with the following themes from [The Social Value Model](#) published by the Government Commercial Function in December 2020:

- Tackling Economic Inequality
- Fighting Climate Change

Once proposals have been selected and agreed by the Employer to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes. Please note that we do not require organisations to be subscribed to the National TOMS Framework.

The Employer intends for the Consultant to support all projects on which they are instructed through to project completion, including the relocation and divestment works associated to the vacated property.

However, towards the end of the initial service period, and towards the end of the 6 month extension period (if this option is exercised), the Consultant may be instructed to support projects until completion of RIBA Stage 2 when all queries have been resolved to the satisfaction of the Employer. The Consultant will be required to respond to any queries which may arise even where these follow the end of the initial service period or either 6 month extension period. In this scenario, the Consultant will be required to provide an effective handover of projects (which have yet to start on site) to a replacement supplier. The Consultant will provide any assistance required by the Employer to exit the contract and tender for any ongoing or future support or services free of charge.

For the purposes of Z22, the commencement of the provision of the service or a part of thereof is not expected to result in a Relevant Transfer. The Employer confirms that it currently does not consider that TUPE will apply to any staff and accordingly it has not identified any person to be a Transferring Former Consultant Employee or Transferring Employer Employee.

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

## 12. Resource Requirements

The Employer is looking to appoint the CMT to supplement the Sodexo programme team. The exact requirements for this discipline have been set out in Annex 1: Schedule of Requirements. Please note that this is amended from the Schedule of Services provided by CCS to include the following optional services within this Call Off Contract:

Ref	Scope of Services	Notes
7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	The Employer is not expecting to require adjudication of disputes, however the Potential Supplier is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6. Please note that this requirement is subject to change. This fee will only be used if required.
7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing and monitoring the cost of an average of 15 and 20 Compensation Events or

		financial claims per project, regardless of procurement route or value. Please note that this requirement is subject to change. This fee will only be used if required.
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Please note that there may also be a requirement to support a small number of Capex projects from the start of RIBA Stage 3. The resources required for each project will be confirmed via the respective Task Order issued, alongside the Procurement Type and RIBA stages needed.

Two projects (additional to the 44 'Batch 3' Capex projects) have already been identified by the Employer as requiring professional services from the start of RIBA Stage 3 only. These projects are listed within the 'Core Services Percentage Fee' and 'Non-Core Serv. Percentage Fee' tab of Appendix C - Pricing Model:

- Skelmersdale (£500,000);
- Liverpool (£700,000).
- 

Both projects will follow a two stage design and build procurement route.

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The Employer requires a dedicated CMT for business continuity. Should there be any need for a member of the CMT to be replaced, the replacement should be at least of the equivalent experience and skill level. The Employer reserves the right to reject any proposed replacement.

The Consultant will follow the latest version of the Infrastructure and Projects Authority Cost Estimating Guidance published here:

<https://www.gov.uk/government/publications/cost-estimating-guidance>

All roles will be required to undertake site visits as required to ensure project delivery and compliance with the Employer's requirements for Contractors.

The percentage fee submitted by the Potential Supplier should include all services within The Employer's Statement of Requirements and Scope, and should not exceed the maximum rates submitted to CCS under the terms of the Framework.

The Consultant will work closely with the PMT, DTN and DTS being appointed from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) to support the Employer in the following stages Capex Projects programme:

#### **h) Defining the scope and design**

Typically a Feasibility Report and/or Building Assessment Report (BAR) will be commissioned to define the scope of the project. The BAR report is a key element of the project and is used to secure project funding, used as the initial design and set out high level programme milestones.

Projects will follow the RIBA stages identified in Annex 1.

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Scoping activity will also be required by the PMT and the Consultant to define the extent of the site relocations and divestment work for the closing site – this will help determine the procurement strategy for this element of work.

Where a traditional procurement route is being followed, the following process will apply:

- The DTN or DTS will develop the design to the completion of RIBA Stage 4;
- The Consultant will develop the commercial model for the tender;
- The detailed design, specification and a pricing document will be issued to enable the Contractor to provide a fixed price in their tender;
- Based on the initial scope and specification, the Consultant will produce a pre-tender estimate of cost for DWP sign-off prior to tenders being issued;
- In conjunction with the PMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals and costs to ensure compliance with the Employer's requirements.

Where a single stage design and build procurement route is being followed, the following process will apply:

- The DTN or DTS will develop the design to the completion of RIBA Stage 3;
- The Consultant will develop the commercial model for the tender;
- The tender (the Employer's requirements) will consist of the RIBA Stage 3 design and performance specification and a pricing document to enable the Contractor to provide an indicative tender sum in their tender;
- Based on the initial scope and specification, 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 4 onwards; and
- In conjunction with the PMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals throughout the design and construction period to ensure compliance with the Employer's requirements.
- 

Where a two stage design and build procurement route is being followed, the following process will apply:

- The DTN or DTS will develop the design to the completion of RIBA Stage 2;
- The Consultant will develop the commercial model for the tender;
- The first stage tender (the Employer's 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;
- Based on the initial scope and specification, 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; and
- In conjunction with the PMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals throughout the 2nd stage design and construction period to ensure compliance with the Employer's requirements.

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## i) **Tender Process**

- It should be noted that for Contractors on Lot 1 of the Estate Jobcentre & Office Fit Out Contractor Framework, a direct award allocation is used based on region coverage and the tender process is not required.
- For Lot 2 and Lot 3 Contractors, a competitive tender process is required by the Employer for projects valued above £250,000. The Consultant will work closely with Sodexo, the Employer and the Cost Management Team to tender the Capex projects via the Estate Job Centre & Office Fit Out Contractor Framework, considering bundling to maximise efficiencies and value for money. This will involve assisting the Employer in responding to clarification questions raised by Contractors.
- In line with the agreed procurement strategy, the Consultant will review and comment upon Contractor's proposed scopes and costings, responding to technical queries to ensure that the proposals are robust and offer value for money. Contractors will submit their technical and commercial proposals for evaluation. Where possible, PSA Schedule of Rates will be utilised, or upon request, quotations sought from specialists.
- 
- In conjunction with the PMT, and either the DTN and DTS, the Consultant will scrutinise the Contractor's proposals in regard to:
  - the credentials of key personnel proposed, the processes and procedures to be adopted; and
  - quantum accuracy and value for money compared with the initial brief and budget allocation;
  - If the construction costs are allied to the proposed methods of construction and materials used.
  - If each element of construction is fully costed and in line with expectations.
  - If any preliminary costs and allowances quoted are acceptable

The Consultant will be responsible for commercial evaluation and clarifications to finalise a tendered price with each Contractor.

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Consultation with the Employer's site representatives, the Employer's regional operations managers and Sodexo project managers may be necessary before a recommendation for acceptance is given. Where the Contractor's proposals exceed budget, further scrutiny and justification may be necessary in order to obtain approval from the Employer's governance processes in order to proceed. The Employer's commercial governance processes are outlined in Figure 8.

**Figure 8: The Employer's Commercial Governance Processes**

Value of contract, contractual change or Compensation Event	DWP Commercial Directorate Estates Category Team Approval	Commercial Approval Board (CAB)	Cabinet Office Reporting Template <i>Reporting only</i>	DWP Ministerial Approval	Cabinet Office Approval
<£100k					
£100k+					
£1m+					
£5m+					
£10m+					

To ensure the procurement is approved by the Employer's commercial governance processes, details of the evaluation process will be recorded by the PMT via a Tender Report. The Tender Report is a document intended to be the single, summary record of the procurement exercise. It is to provide how the recommendation(s) to award to a particular Contractor(s) was arrived at in line with The Public Contract Regulations 2015 and includes appendices with all necessary evidence and justification to support commentary and decisions made. It is the primary document relied upon in the Employer's commercial governance processes. The Tender Report should provide the following:

- Executive Summary: an overview of the project, covering the intent and nature of procurement, the type of tender and number of bids, supplier returns and issues, significant risks, recommendation and rationale behind this.
- Tender Details: Explanation of the tender process relied on, detailing the number of expressions of interests returned and listing the suppliers who did and did not return them, providing any reasons provided for the latter. Any market failure should be explained, as well as compliance.

- 
- Evaluation Criteria: Referencing an annex with the criteria laid out in full, outline the % balance of price vs quality questions, any weightings and any special requirements like minimum thresholds and how the final score was calculated.
  - Any Changes: Any changes should have been communicated to all, to maintain equality of opportunity maintained. This section should evidence what changes were made and how they were communicated.
  - Compliance/Issues: Explain any excluded bids as a result of compliance issues, or why mitigation has been applied.

Gaps and unexplained statements in the Tender Report will delay the Employer's commercial assurance processes, required to award the contract to the Contractor(s).

The PMT will need to produce a Tender Report meeting the required quality standard within procurement timescales communicated in writing (which may include email) by Sodexo to the Consultant, as long as the Consultant is not provided with less than 5 working days' notice to complete the Tender Report.

The Consultant will provide commercial commentary in the Tender Report. Unless otherwise agreed by the Employer, the Consultant will be expected to provide information and input requested by the PMT in regards to the Tender Report within 2 working days of a request being made in writing (which may include email). This is a key condition defined in Appendix F.

On approval of the Tender Report by the Employer, the PMT will ensure timely completion of the NEC4 Contract with the Contractor and return completed documents to DWP Category Management.

**j) Contractor appointment and management**

Subject to the Employer's governance processes, the Consultant will work with the PMT and appointed Contractor to finalise the agreed programme and priced activity schedule as required under a formal NEC Contract Agreement. Mobilisation activity will take place with the appointed Contractor prior to starting on site.

Once appointed, the PMT will use CEMAR to manage and administer the Contractor's contract with the Employer. CEMAR is used to raise Early Warning Notices, propose and approve Compensation Events and submit applications for payment submitted by the Contractors. The Consultant will use CEMAR to review Compensation Events and applications for payment. The Consultant will notify the PMT, DTN, DTS, the Employer and Sodexo of their recommended course of action with Compensation Events and work with the PMT to ensure responses are provided in line with NEC timescales, whilst also ensuring compliance with the Employer's governance processes.

The PMT will ensure Compensation Event(s) are sent to the Consultant for review within these timescales. Once the Compensation Event(s) has been sent to the Consultant in writing by the PMT (which may include email and CEMAR), the Consultant will have 2 working days to



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review and provide a response, unless otherwise agreed by the Employer. This is a key condition defined in Appendix F. The Consultant will be responsible for developing a Compensation Event 'tracker' to measure Compensation Event spend against the initially approved contract value and PO, ensuring that the Employer's commercial governance processes (outlined in Figure 8) are also followed depending on the Compensation Event value.

The PMT will attend and lead all relevant project meetings on all Capex projects. The PMT will produce the minutes for these meetings and distribute them to all relevant stakeholders.

The PMT is required to check quality and inspect sites, including when undertaking audits of selected tasks. The Consultant is expected to attend sites to inspect and verify completion of contractor works to support cost valuations.

Contractors will be required to submit applications for payments (AFPs) to the Consultant at agreed intervals. Each site will be assigned a unique site and project number. The PMT will be expected to provide information and input requested by the Consultant in writing (which may include email) to complete review of the AFP within 2 working days of the request being made. This will be defined as a key condition in the PMT's contract. The Consultant is required to check progress on site against the Activity Schedule, Compensation Event register and programme to accurately value the Contractor's application for payment.

Following review by the Consultant, a recommendation to elevate the AFP through the Employer's AFP process will be made by the Consultant. The recommendation will be supported by an assurance document.

The Consultant is required to provide any assistance required by the PMT in forecasting the required PO and tracking the spend to give early warning of any requirement to increase the PO value.

**k) Progress tracking and reporting**

The Consultant shall provide regular reports relating to these services as required by the Employer.

The PMT is required to produce and maintain a detailed overarching project tracker to report on each project, costs, milestones etc. with information provided for each site, contractor, region and purchase order.

The project tracker is reported fortnightly to the Sodexo Programme Director. Site scoping surveys, asbestos reports, Contractor's proposals, accepted proposals, start-up meetings, commencement of work on site and completion certifications are all tracked and recorded.

The PMT will be required to develop the Project Execution Plan for each project with contribution from the Consultant for the relevant cost/financial information.

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A monthly report will be required from the PMT for use at the project control board held for each project. The agreed template will be provided.

The Consultant will review and revise cost estimates at the end of each design stage.

The Consultant will be expected to prepare a monthly report to include financial status of the project against the business case and cash flow forecast/analysis of variations. This will include all costs lines for the project, not just the construction element. Monthly cost reporting will include a review, analysis and disaggregation of changes and variations to provide understanding of the root cause of the change. Provision of this information on a monthly basis per project is a key condition defined in Appendix F. Please see Annex 4 for a template of the cost reporting required.

At the end of each project, there is also a requirement to provide benchmark data and elemental analysis of the final total project cost.

The PMT will need to liaise with the Consultant to obtain up-to-date cost, purchase order and other information. Once the PMT has made a request for information from the Consultant in writing (which may include email), the Consultant will have 2 working days to respond, unless otherwise agreed by the Employer. This is a key condition defined in Appendix F.

Further reports may be required to:

- illustrate progress against agreed deliverables;
- demonstrate whether the approved budget and cash-flow is being maintained; and
- identify those matters which require a decision from the Employer and where necessary, provide assistance for the Employer to make an informed decision on all such matters.
- 

The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

- a) the number of RIDDOR recordable incidents by Consultant staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on delivering the services;
- b) the number of apprentices employed by the Consultant and the number of apprenticeship opportunities created or retained under the Call Off Contract;
- c) the number of full-time equivalent (FTE) employment opportunities created under the Call Off Contract, by UK region;
- d) the number of training opportunities (Level 2, 3, and 4+) created or retained under the Call Off Contract, other than apprentices, by UK region;
- e) the number of people-hours of learning interventions delivered under the contract, by UK region;
- f) the number of people-hours spent protecting and improving the environment under the contract, by UK region;
- g) the number of green spaces created under the contract, by UK region;

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- h) annual reduction in emissions of greenhouse gases arising from the performance of the Call Off Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE);
  - i) reduction in water use arising from the performance of the contract, measured in litres; and
  - j) reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes; and
  - k) the total number of payments made by the Consultant to sub-contractors to this Call Off Contract contracts each month, and of this number, the percentage of invoices paid within each of the following categories:
    - a. Within 30 days
    - b. In 31 to 60 days
    - c. In 61 days or more
    - d. Due but not paid by the last date for payment under agreed contractual terms.

**I) Meetings**

- In addition to the meetings listed elsewhere in the Statement of Requirements and Scope, the Consultant will be required to attend the following meetings:
- Mobilisation meetings and workshops will be scheduled on contract appointment.
- 
- **Table 2: Project Level Meetings**

	Frequency	Detail
<b>Capex Progress Review Meeting</b>	Fortnightly	<p>The Consultant is required to attend, along with the PMT, DTN and DTS.</p> <ul style="list-style-type: none"> <li>• Presentation of overall project tracker and cost tracker</li> <li>• 2 month look ahead</li> <li>• Key risks and issues</li> </ul>
<b>Design Team Meeting</b>	Weekly	<p>Design Team Meetings will be held throughout RIBA stages 1 to 4. The Consultant is required to attend to ensure cost alignment against the developing design.</p>
<b>Project Control Group</b>	Monthly	<p>Presentation of the project report to DWP/Sodexo stakeholders</p> <p>The Consultant to present the financial update for the project.</p>

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<b>Project Working Group</b>	Weekly/fortnightly depending on project	Working Group brings includes Sodexo and key DWP stakeholders involved in the delivery of the project
<b>Contractor Progress Meeting</b>	Monthly	PMT to chair monthly review meeting with the appointed Contractor (report provided by the Contractor)

Please note that in the current climate in Covid-19, a significant number of meetings are taking place virtually using Microsoft Teams. Where physical attendance is required, the latest Government Coronavirus Guidelines will be followed, and key worker letters issued where required.

The Employer is yet to confirm working practices when the current climate in Covid-19 is no longer applicable and requirements for attending meetings in person are therefore subject to change.

Following Covid-19, the Consultant will participate at project level meetings through physical attendance, unless video conferencing is agreed by the Employer. Attendance through video conferencing is likely to only take place on projects which are low in both complexity and value.

**m) Final Account and Close Out**

- The PMT is required to coordinate handover activities. Where input is required from the Consultant to ensure sign-off, the Consultant will respond within 2 working days of a request being made in writing (which will include email) by the PMT, unless otherwise agreed by the Employer. This is a key condition defined in Appendix F.
- 
- The Consultant will prepare the final account with the Contractor. Where input is required from the PMT to ensure sign-off, the PMT will respond within 2 working days of a request being made in writing (which will include email) by the Consultant, unless otherwise agreed by the Employer. This is a key condition defined in Appendix F.
- 
- The PMT will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer. The PMT will produce the minutes for these meetings and distribute them to all relevant stakeholders. The PMT will ensure handover documentation requested by the Employer is correct and complete.

The timeline to close out any minor outstanding actions and snags will be agreed and monitored. Contractors will submit their final accounts by task and site to the Consultant for verification, approval and sign-off. The Consultant will ensure all handover documentation and

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supporting evidence is provided to the Employer in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

**n) Information Management**

To assist Sodexo in adhering to ISO19650:2018, the Consultant will need to:

- Adopt the information management processes as defined by the Employer and Sodexo;
- Adopt the information security protocols defined by the Employer and Sodexo;
- Manage project information and documentation in a digital format using a Common Data Environment;
- Interface with appointed parties to receive, collate, verify, publish and issue information in accordance with the Exchange Information Requirements;

The PMT, DTN and DTS will collate and verify information received from the Contractors (Operation & Maintenance Manuals, surveys, permits, designs, drawings, asset change forms etc.) and hold it within their document management system until the project is completed. Following project completion, this will be handed over to the Employer and Sodexo in an electronic format specified by the Employer, where the Consultant will not require any software licenses. As account valuations will be dependent on the timely submission of this information, the Consultant and PMT will need to work closely to ensure payments are not authorised for incomplete work.

The Consultant has an obligation under the RM3741 Framework to assist the Employer in adhering to its Building Information Modelling (BIM) Protocol, defined in Appendix F - Form of Call Off Contract. The Employer's BIM Protocol is designed to comply with the following parts of ISO19650:2018:

- **BS EN ISO 19650-1:** Organisation of information about construction works – Information management using building information modelling – Part 1: concepts and principles, *and*
- **BS EN ISO 19650-2:** Organisation of information about construction works – Information management using building information modelling – Part 2: Delivery phase of assets.

A BIM Information Manager and BIM Coordinator will be appointed in both the DTN and DTS to work to the BIM Protocol. The Consultant is required to cooperate with and assist Sodexo, the future integrator and the BIM Information Managers and BIM Coordinators in complying with BIM and ISO19650 parts 1 and 2.

Under the Supply Chain Integrator agreement, Sodexo is responsible for providing asset numbers. The BIM Information Manager and BIM Coordinator will consult with Sodexo to obtain asset numbers.

The Consultant is required to provide all relevant information required to complete BIM models and the asset taxonomy (included in the BIM Protocol, defined in Appendix F). This may involve the completion of cost information for asset plans, drawings and other technical details.

**Figure 9: Information Management Process**

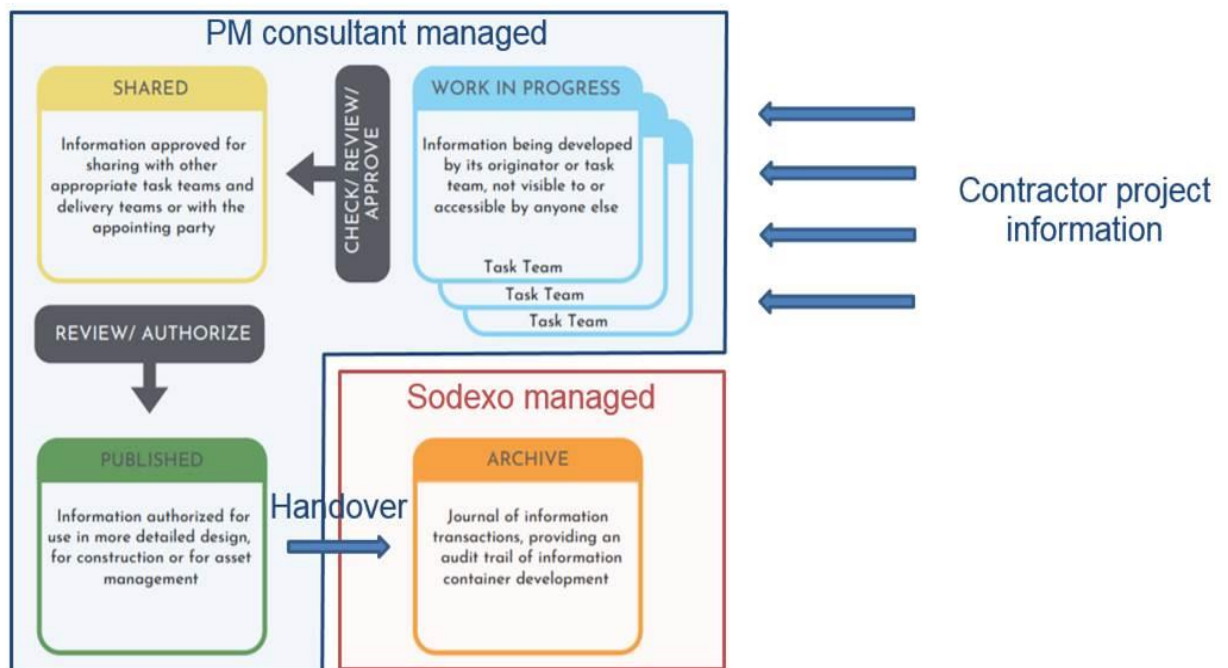


Figure 2: CDE concept as demonstrated in ISO 19650-1 Figure 10

### 13. Role Profiles / Core Competencies

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All Consultant personnel must be professionally qualified and highly competent - having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Employer requires that all Consultant staff employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the HM Government Baseline Personnel Security Standard. Copies of the current HM Government Baseline Personnel Security Standard can

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be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel will need to comply with the Employer's Security Policy, defined in Appendix F - Form of Call Off Contract. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.

The Consultant is responsible for its own compliance with all relevant VAT legislation and guidance. Please note that under section 6 para (e) the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019, the "reverse charge" of VAT under section 55A of the Value Added Tax Act 1994 ("VATA") does not cover the supply of "the professional work of architects or surveyors, or of consultants in building, engineering, interior or exterior decoration or in the laying-out of landscape" (except where part of the single supply of construction work).

## **14. Annexes**

### **Annex 1: Schedule of Requirements**



Annex 1 - Schedule  
of Requirements - C

### **Annex 2: Feasibility Report**



Annex 2 - Feasibility  
Study.odt

### **Annex 3: Building Assessment Report**



Annex 3 - Building  
Assessment Report.c

### **Annex 4: Monthly Cost Reporting Template**



Annex 4 - Cost Plan  
Template.xlsx

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**Annex 7: The Employer's Statement of Requirements and Scope - PMT**

**APPENDIX A - EMPLOYER'S STATEMENT OF REQUIREMENTS AND SCOPE**



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**Provision of Project Management Professional Services to  
support DWP ‘Batch 3’ Capex Projects in FY21/22 and FY22/23.**

**Further Competition under  
RM3741 Project Management and Full Design Team Services - Lot 2**

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## 15. Introduction

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The Department for Work and Pensions (DWP) (the Employer) is seeking a number of professional services disciplines to assist with 44 capital works projects across its national estate portfolio. All projects require completion prior to March 2023.

All appointments for professional services will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS).

The Employer requires an appropriate Project Management Team (PMT) to work closely with its Supply Chain Integrator (Sodexo) in supporting these projects. Details of the 44 capital works projects can be found in Appendix C - Pricing Model.

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This Statement of Requirements and Scope sets out the roles and responsibilities of the Consultant to deliver the *services*. Words and phrases used in this Statement of Requirements and Scope have the meaning given them in the Call Off Contract unless otherwise defined or the context otherwise requires.

This Statement of Requirements and Scope will be incorporated into the Call Off Contract in Appendix F following contract award.

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## 16. Background

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The Department for Work and Pensions (DWP) (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.850 buildings – the largest commercial estate within Government. This number is made up primarily of Jobcentre Plus offices, but also includes Health Assessment Centres and back offices. The back office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the Jobcentre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

As part of the Department's investment strategy, a total of 44 individual Capex projects have been identified for delivery prior to 31st March 2023. These projects are a mix of DWP's estates strategy to create purpose-built hubs through either the acquisition of new sites or refurbishment of existing buildings and the subsequent divestment of vacated sites. There will also be several relocation projects involving acquisition and fit out of new sites due to a lease event at the existing location. The divestment of the site being closed will typically fall under this service request.

The ultimate completion date for most of these projects is March 2023 to align with lease divestment dates of current buildings. The 44 sites have a total estimated construction spend of circa £100m.

Projects will generally be initiated in FY21/22 Q1 and Q2 with the early planning and design stages progressing through FY21/22 Q1, Q2 and Q3. Subsequent detailed design, procurement and construction activity is likely to be contained through Q4 of FY21/22 and FY22/23.

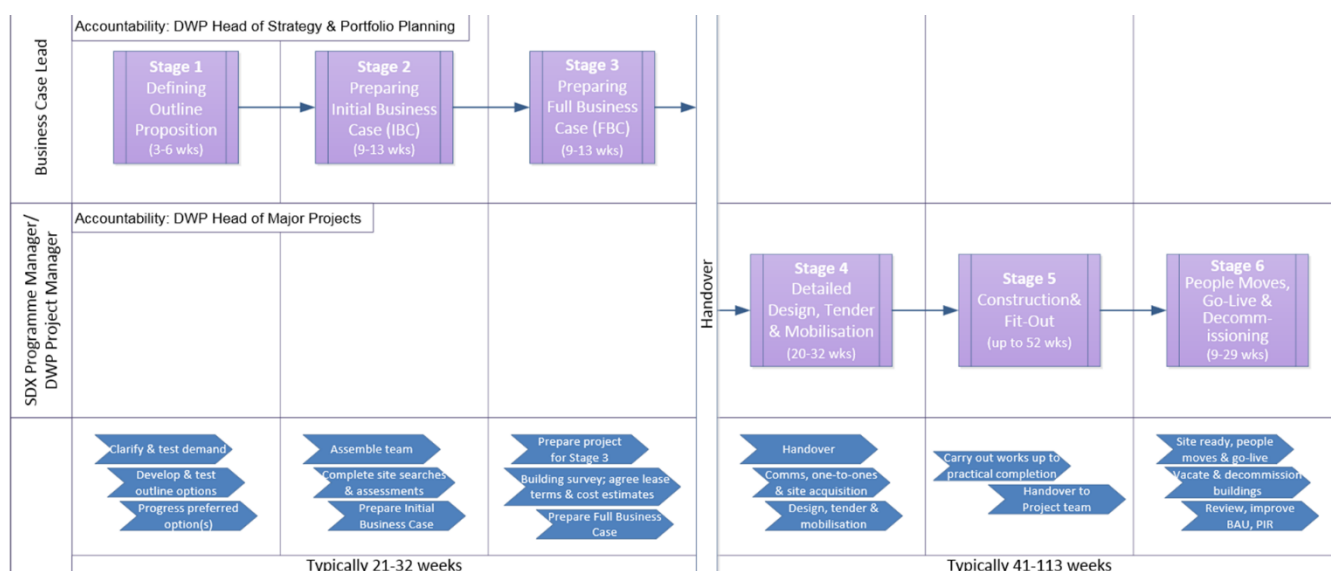
DWP and Sodexo are currently preparing for delivery of projects around the UK, excluding Northern Ireland. There are sensitivities around these new property acquisitions and until further notice strict confidentiality is to be maintained by all concerned.

Capex project values can be found in Appendix C - Pricing Model, and are being delivered by Contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework,' detailed in Table 1 and Figure 3. Contracts will either be let via a Traditional, Single Stage Design and Build or Two Stage Design and Build basis. The Potential Supplier is requested in Appendix C - Pricing Model to submit their pricing against each of these procurement routes. The procurement route to be used will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

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The key stages of the end to end process developed by Sodexo and DWP are summarised in Figure 1. The process is aligned to RIBA Stages 1-7.

**Figure 1: Sodexo and DWP end to end process**



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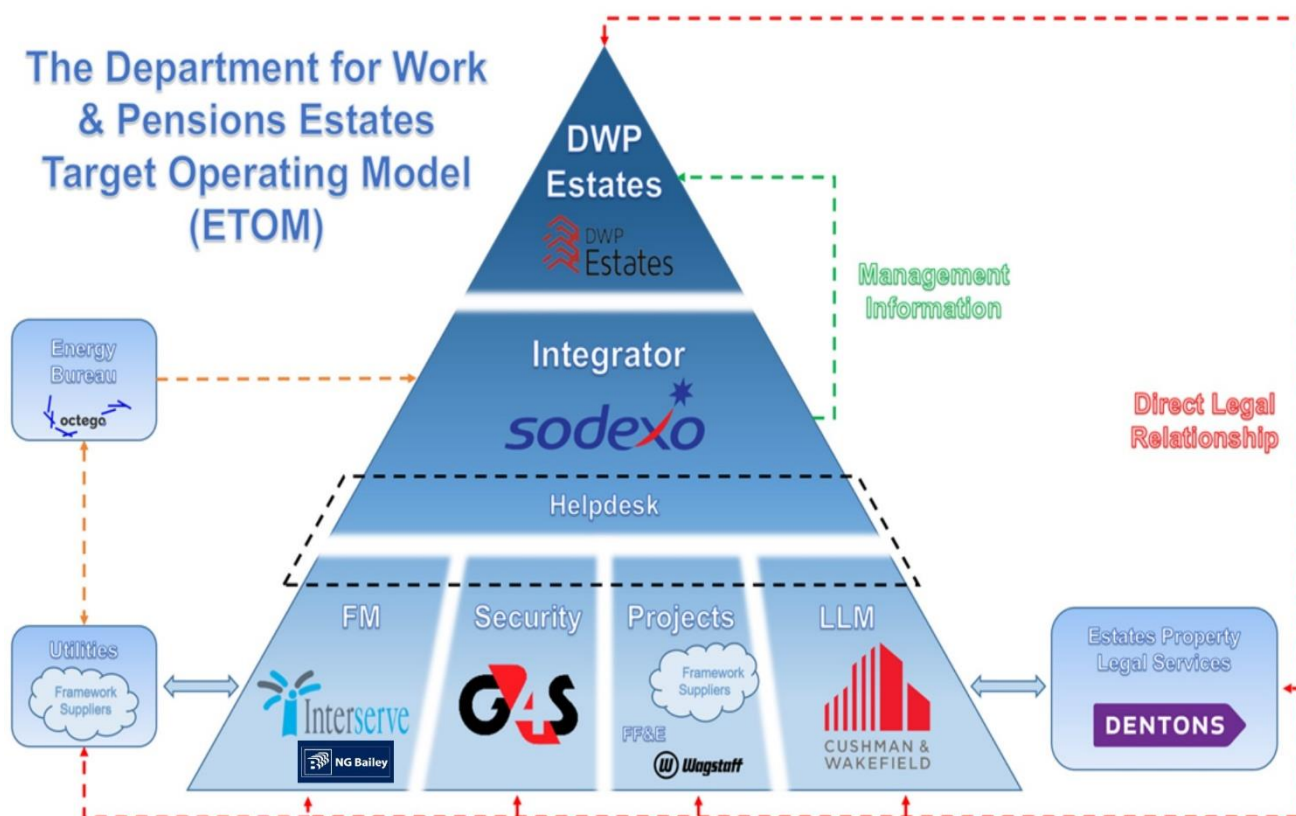
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## 17. The Estates Target Operating Model

Within the Department, DWP Estates Directorate are accountable for the delivery of all aspects of real estate services, supported by the Estates Category Team within Commercial Directorate to undertake all commercial activity required within the complex estates portfolio.

DWP operates an 'Estates Target Operating Model' (ETOM), shown in Figure 2, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator').

**Figure 2: DWP's Estates Target Operating Model (ETOM)**



Each of the following headings within Figure 2 are referred to by the Employer as 'towers:'

- FM (Facilities Management)
- Security
- Projects (This includes providers of professional services, all providers of construction, fit-out and LCW as well as suppliers of furniture, fittings and equipment (FFE).
- LLM (Landlord and Lease Management)

DWP has engaged and authorised Sodexo Ltd (Sodexo) under the role of the "Supply Chain Integrator" to perform certain estate related duties and obligations. In this capacity, Sodexo is charged with deploying the Department's programmes of Capex Projects, alongside LCW and BAU Projects (professional services for which will be tendered separately). To ensure successful programme delivery, Sodexo work closely with providers of professional services appointed from CCS Framework

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RM3741 Project Management and Full Design Team Services (PMFDTS) and contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework' (the Contractor(s)). Diagrams providing more information about the Estate Jobcentre & Office Fit Out Contractor Framework can be found in Table 1 and Figures 3 and 4.

The Employer has recently undertaken a review of the ETOM and is exploring a variety of options for how the ETOM may be delivered following expiry of the current Supply Chain Integrator agreement with Sodexo on 31<sup>st</sup> March 2022.

This will involve a newly appointed integrator to work with the Employer, the Consultant and other suppliers involved in the delivery of professional services to support Batch 3 Capex projects in FY21/22 and FY22/23. It is anticipated the newly appointed integrator will be performing the following tasks after March 2022:

- System provision and integration: across supply chain systems, the integrator shall support operational and strategic DWP Estates management by providing the required IT system, application hosting, implementation, training support and security for the management of the services.
- Helpdesk and work order management: The integrator shall provide a helpdesk facility, which shall be the single point of contact for all DWP end-users in relation to all workplace, property and FM related service requests. This shall include the end-to-end management of planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other work orders relating to the occupation of property. To facilitate this, the Integrator shall be responsible for maintaining a master asset register and master PPM schedule (together the Asset Management Services). The Integrator shall manage the asset change request process providing a holistic view and intelligence across the DWP Estate and DWP Estates supply chain.
- Data, analytics and MI reporting: The integrator shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing DWP's estate and its supply chain.
- Finance & cost management: The integrator shall provide the Employer with management information, including cost and financial reporting, through the integration, aggregation and verification (cost audit automation and cross sectional data checks) of the Employer supply chain data.
- Supply chain transition: The integrator shall support the Employer in the design, tender, mobilisation and exit of new supply chain members as required, specific to the systems interfaces and the integrator's services

The Consultant will be expected to work collaboratively with the Employer in transitioning to a new ETOM and provide any assistance required by the Employer to ensure continuous service delivery free of charge.

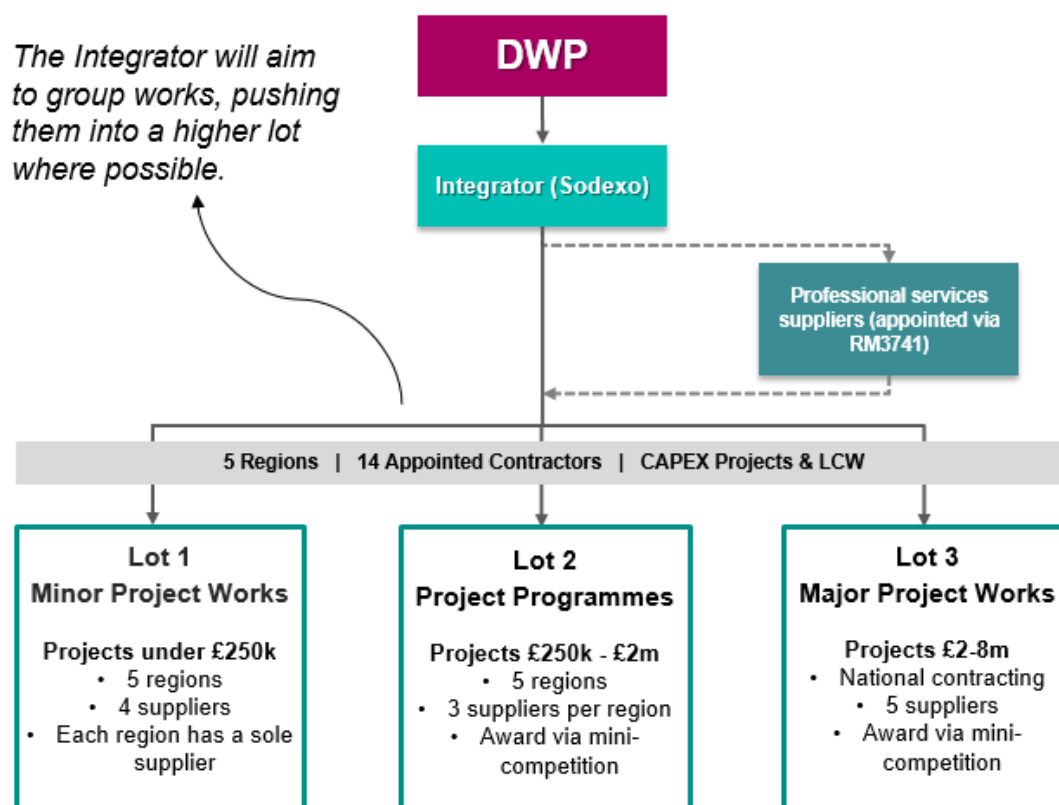
The scope of the Consultant's role is not expected to change, however the Employer will be reviewing the scope of all services within its ETOM in March 2022 to maximise efficiencies and ensure there is

no duplication. The Employer reserves the right to amend the Scope and revise the associated fee in line with clause Z53 within Appendix F.

**Table 1: Estate Jobcentre & Office Fit Out Contractor Framework Contractors**

	Lot 1 (£0-£250k)					Lot 2 (£250k - £2m)					Lot 3 (£2m-£8m)
Region	A	B	C	D	E	A	B	C	D	E	National
FES Support Services Ltd									X		
Interserve Construction Ltd							X	X			X
ISG Fit Out Ltd		X									X
John Graham Construction											X
Kier Construction Ltd											X
Midas Construction Ltd										X	
Mitie Property Services (UK) Ltd				X							
Morris & Spottiswood								X	X		
Overbury							X		X		
Resolution Interiors Ltd			X		X	X				X	
Seddon Construction Ltd						X		X			
Speller Metcalfe Malvern Ltd	X					X				X	
Wates Construction Ltd											X
Willmott Dixon Interiors							X				

**Figure 3: DWP's Estate Job Centre & Office Fit Out Contractor Framework**



Contractors have been appointed and allocated to geographic regions as shown in Figure 4. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31<sup>st</sup> March 2022, the Employer intends to use CCS Framework RM6088: Construction Works and Associated Services.

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**Figure 4: DWP's Estate Job Centre & Office Fit Out Contractor Framework Regions**

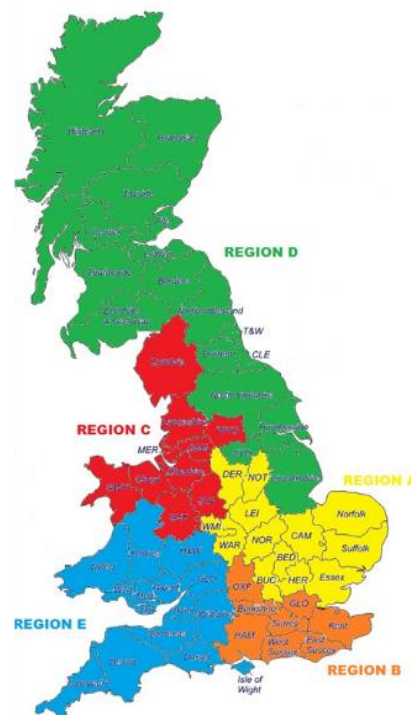
**Region A** – East Anglia, East Midlands & West Midlands, Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Buckinghamshire, Hertfordshire, Essex, Lincolnshire, Nottinghamshire, Staffordshire, Shropshire, Derbyshire, Hereford and Worcestershire, West Midlands, Warwickshire, Leicestershire, Northamptonshire

**Region B** – London & South East England, London, Kent, East Sussex, Surrey, Berkshire, Oxfordshire, Hampshire

**Region C** – North West England & North Wales, Cumbria, Lancashire, Manchester, Merseyside, Cheshire, Clwyd Gwynedd

**Region D** – Scotland and North East England, Northumberland, Newcastle Area, Durham, Teesside, Yorkshire, Humber area, Grampian, Highland, Tayside, Central, Fife, Edinburgh, Borders, Dumfries & Galloway, Glasgow, Ayrshire and Lanark, Argyll and Bute

**Region E** – South Wales & South West England, Dorset, Somerset, Devon, Cornwall, Gloucestershire, Bristol, Wiltshire, Gwent, Mid Glamorgan, Dyfed, Powys



### The role of the Employer

DWP Estates Directorate are responsible for:

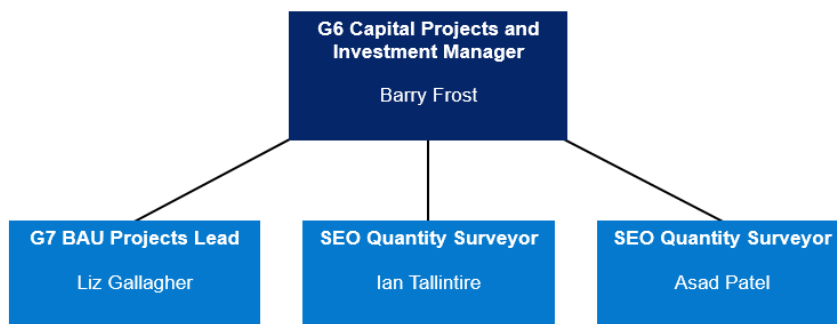
- Defining business requirements for Capex and working with DWP business units to articulate and challenge their requirements for projects;
- Approving and allocating budgets, including approving any required additional spending;
- Reviewing Capex project costs and programmes;
- Defining DWP's future space strategy;
- Providing access to project and Contractor specific folders on DWP's Microsoft SharePoint for appropriate personnel, so data and information can be shared effectively.
- Various transactional activities, for example providing instructions to DWP finance colleagues to raise purchase orders, and reviewing and validating receipting action required to ensure invoices are paid.
- Working in conjunction with DWP Commercial Directorate and Sodexo to undertake contract management and performance management of the providers of professional services;

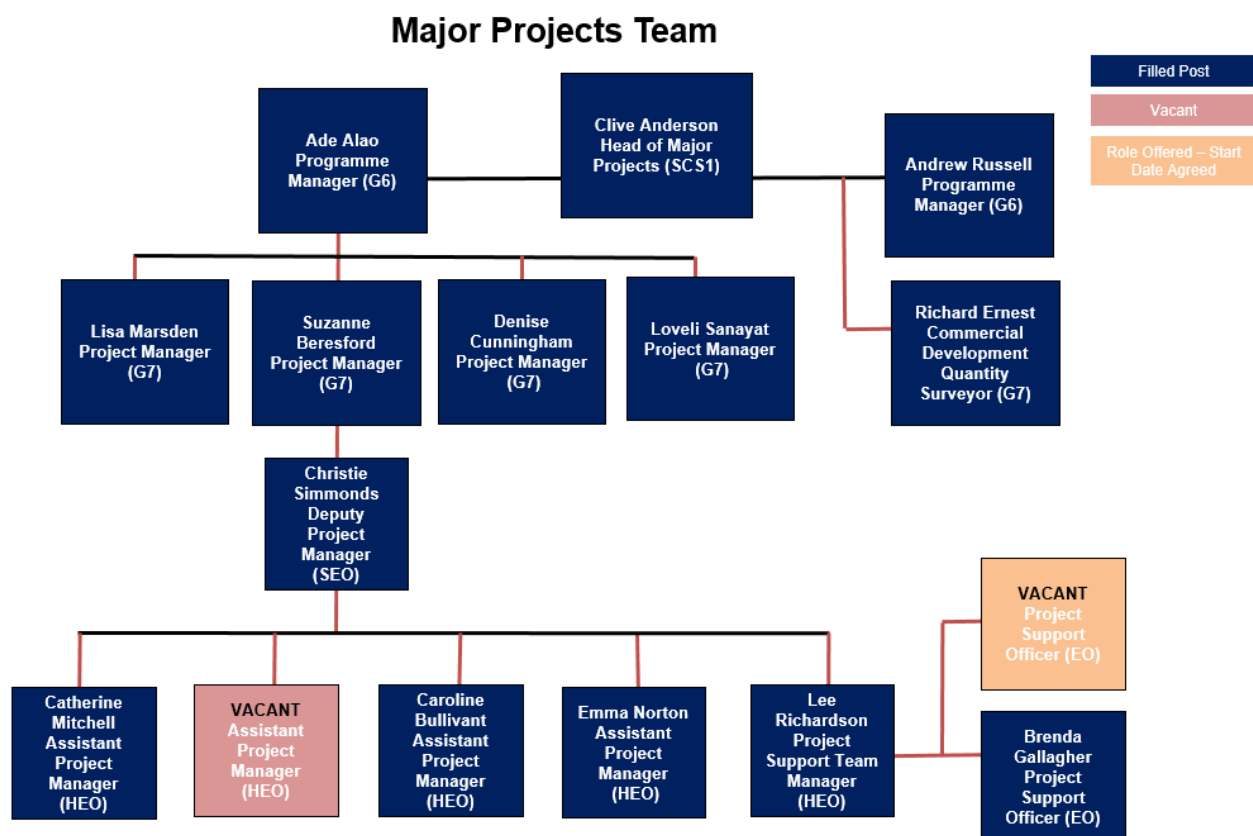


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Key stakeholders within DWP Estates Directorate are shown in Figure 5. Key stakeholders within DWP Estates Directorate are shown in Figure 5. Generally, the Major Projects Team manage projects over the value of £5m, or otherwise defined as complex.

**Figure 5: Key stakeholders within DWP Estates Directorate**





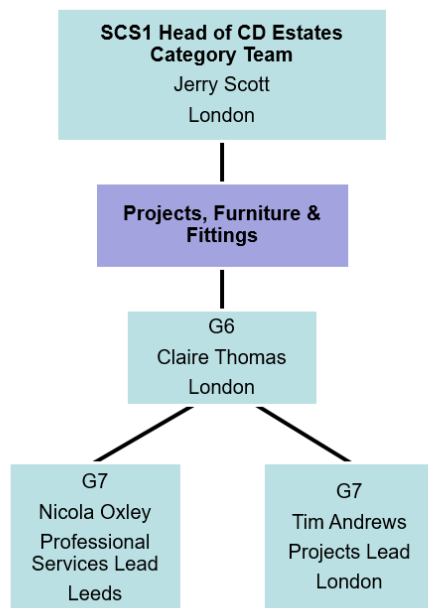
DWP Commercial Directorate Estates Category Team are responsible for:

- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;
- Assuring compliance with The Public Contract Regulations 2015; and
- Ensuring value for money.

Key stakeholders within DWP Commercial Directorate Estates Category Team are shown in Figure 6.

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**Figure 6: Key stakeholders within DWP Commercial Directorate Estates Category Team**



### The role of Sodexo

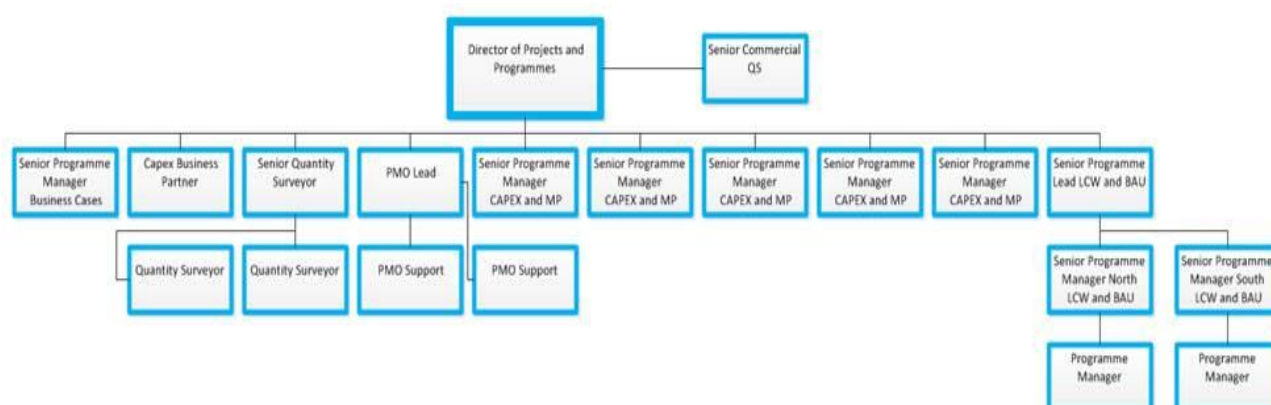
Sodexo is responsible for:

- Validation of invoices for payment from providers of professional services;
- Strategic oversight of the project pipeline, to ensure projects are prioritised and resource demand spread evenly across the year;
- Input into investment decisions and the estate strategy to ensure that we do the right things at the right time;
- Delivery of business-driven projects in accordance with the Employer's capital projects investment delivery;
- Managing the supply chain members engaged for capital investment delivery to ensure a consistently high standard of delivery;
- Project planning, prioritising and aligning synergies in proposed and approved works to support the day to day operational businesses;
- The use of clash management techniques to minimise disruption to DWP operations;
- The identification and management of all programme assumptions and dependencies; and
- The coordination and impact assessment of change requests.

Delivering a consistent approach to project reviews, and the escalation of risks and issues through the appropriate channels.

**Figure 7: Sodexo Projects and Programme Resource Model**

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## 18. The Employer's Requirements

The Employer requires an appropriate Project Management Team (PMT) to support the 44 Capex projects in FY21/22 and FY22/23.

It is intended that the successful bidder from this procurement exercise (the Consultant) will be appointed w/c 28<sup>th</sup> June 2021 to allow for a one-month mobilisation period before the expected go-live date on 26<sup>th</sup> July 2021.

Following expiry on 31<sup>st</sup> March 2023, the Employer reserves the right to exercise a 6-month extension period to the Call Off Contract, from 31/03/2023 to 30/09/2023.

Separate appointments will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) for the following professional services:

- A Cost Management Team (CMT) via Lot 4.
- A Design Team North (DTN) via Lot 1.
- A Design Team South (DTS) via Lot 1.

These suppliers will work alongside the PMT in the same period to support the same 44 Capex projects. North and South are defined for the purposes of this Call Off Contract by the NUTS codes in Table 2.

**Table 2: North and South Regions**

Region	NUTS Codes
South	UKL (Wales), UKG (West Midlands), UKH (East of England), UKJ (South East), UKK (South West) and UKI (London).
North	UKM (Scotland), UKC (North-East England), UKD (North-West England), UKE (Yorkshire and the Humber) and UKF (East Midlands).

Projects defined as North and South are outlined in Appendix C - Pricing Model.

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The Consultant acknowledges and agrees that no guarantee is given by the Employer in respect of volumes of Capex projects for the duration of this Call Off Contract, which is non-exclusive. The maximum contract term is therefore 2 years and 3 months.

The Consultant will be expected to work with Sodexo and other DWP supply chain members as part of this Call Off Contract. Once the Consultant is appointed, the Call Off Contract mobilisation period will involve working closely with Sodexo and other DWP supply chain members to ensure roles and responsibilities are defined and understood. This mobilisation period will involve several workshops which are likely to be held virtually due to Covid-19 restrictions, using MS Teams etc. The DWP would expect the Consultant to attend these meetings or any which occur on site on an inclusive basis, free of charge, as these will define standard ways of working across all projects. The following workshops are anticipated:

- DWP design standards;
- Payment processes;
- Fee management;
- Roles and responsibilities;
- Agreement on reporting and communications; and
- Building Assessment Reports.

DWP and Sodexo's integrated objective is to deliver Capex projects which are initiated, managed and delivered to high standards of health & safety performance and overall works quality - always providing demonstrable value for money. In addition to these core objectives there is a specific need to achieve the following:

- accurate, timely and data led management information reporting
- effective and accurate management of the DWP payment processes;
- effective commercial administration of the NEC contracts; and
- effective management of project completion through to handover to colleagues in the Employer's operations and tower suppliers responsible for the ongoing management and maintenance of the buildings.

The Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements. Functional emphasis on accommodating the needs of the Employer's staff and customers is essential in the Employer's busy, sensitive and sometimes volatile environments.

To support this, there are numerous stakeholders associated with each site acquisition, site divestment and the associated moves. Across the Consultant's PMT, strong and effective communication skills - facing a wide and diverse stakeholder community - are 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. The Consultant team must always be focussed on project protection or betterment for DWP's benefit.

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The Consultant is required to demonstrate 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 – consisting of members from DWP, Sodexo and appointments from the CCS Framework RM3741 PMFDTS is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

All complimentary Consultant 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; and
- Completion of a Feasibility Report and Building Assessment Report (BAR) (defined in Annex 2 and 3 respectively). These reports are a key element of project delivery and are used to secure project funding, used as the initial design and set out high level programme milestones. Separate to other project deliverables, each Potential Supplier is requested to provide day rates for the Feasibility Report and BAR in Appendix C - Pricing Model. These day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

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The Employer requires the Consultant to deliver social value throughout the Call Off Contract. The Consultant will be expected to run a workshop with the Employer and Sodexo during the first 6 months of the Call Off Contract to present innovative ideas and proposals in regards to delivering social value in line with the following themes from [The Social Value Model](#) published by the Government Commercial Function in December 2020:

- Tackling Economic Inequality
- Fighting Climate Change

Once proposals have been selected and agreed by the Employer to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes. Please note that we do not require organisations to be subscribed to the National TOMS Framework.

The Employer intends for the Consultant to support all projects on which they are instructed through to project completion including the relocation and divestment works associated to the vacated property.

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However, towards the end of the initial service period, and towards the end of the 6 month extension period (if this option is exercised), the Consultant may be instructed to support projects until completion of RIBA Stage 2 when all queries have been resolved to the satisfaction of the Employer. The Consultant will be required to respond to any queries which may arise even where these follow the end of the initial service period or either 6-month extension period. In this scenario, the Consultant will be required to provide an effective handover of projects (which have yet to start on site) to a replacement supplier. The Consultant will provide any assistance required by the Employer to exit the contract and tender for any ongoing or future support or services free of charge.

For the purposes of Z22, the commencement of the provision of the service or a part of thereof is not expected to result in a Relevant Transfer. The Employer confirms that it currently does not consider that TUPE will apply to any staff and accordingly it has not identified any person to be a Transferring Former Consultant Employee or Transferring Employer Employee.

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

## 19. Resource Requirements

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The Employer is looking to appoint the PMT to supplement the Sodexo programme team. This will include the exact requirements for the Project Manager and Contract Administrator disciplines as set out in Annex 1: Schedule of Requirements. Please note that this is amended from the Schedule of Services provided by CCS to include the following optional Contract Administrator services within this Call Off Contract:

Ref	Scope of Services	Notes
7a.1	In collaboration with the other suppliers, assess any compensation events/ financial claims/ applications for extension of the completion date and the effects on the programme of any proposed variations, and monitor the cost and programme effects of any variations for which instructions are issued to the Contractor.	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing and monitoring the cost of an average of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value. Please note that this requirement is subject to change. This fee will only be used if required.

7a.2	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	The Employer is not expecting to require adjudication of disputes, however the Potential Supplier is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6. Please note that this requirement is subject to change. This fee will only be used if required.
7a.3	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing and monitoring the cost of an average of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value. Please note that this requirement is subject to change. This fee will only be used if required.

Please note that there may also be a requirement to support a small number of Capex projects from the start of RIBA Stage 3. The resources required for each project will be confirmed via the respective Task Order issued, alongside the Procurement Type and RIBA stages needed.

Two projects (additional to the 44 'Batch 3' Capex projects) have already been identified by the Employer as requiring professional services from the start of RIBA Stage 3 only. These projects are listed within the 'Core Services Percentage Fee' and 'Non-Core Serv. Percentage Fee' tab of Appendix C - Pricing Model:

- Skelmersdale (£500,000);
- Liverpool (£700,000).
- 

Both projects will follow a two stage design and build procurement route.

Please note that Client Advisor services will not be required across any of the Capex projects listed in Appendix C - Pricing Model. The Potential Supplier is requested to provide a day rate for this service to be used on a number of additional third party-led construction projects where the Employer is an interested party, but not directly leading or contracting for construction activity. The Employer is



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expecting five third party-led projects over the course of this Call Off Contract, however this is subject to change. These projects are as follows:

- Blackpool Hub
- Swansea Hub
- Manchester West Hub
- Manchester Central Hub
- Dundee Hub
- 

The day rate submitted in Appendix C - Pricing Model will be used to calculate fixed price sums for these activities in relation to each additional third party-led project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer. The RIBA stages and exact Client Advisor services required for each of these five projects will be confirmed via the respective Task Order issued.

The Potential Supplier is requested to provide a day rate for the NEC Supervisor non-core service discipline set out in Annex 4. The day rate for this service submitted in Appendix C - Pricing Model will be used to calculate fixed price sums for this activity in relation to each project, if required. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

The Employer requires a dedicated PMT for business continuity. Should there be any need for a member of the PMT to be replaced, the replacement should be at least of the equivalent experience and skill level. The Employer reserves the right to reject any proposed replacement.

All roles will be required to undertake site visits as required to ensure project delivery and compliance with the Employer's requirements for Contractors.

The percentage fee submitted by the Potential Supplier should include all services within The Employer's Statement of Requirements and Scope, and should be in line with the maximum rates submitted to CCS under the terms of the Framework.

The Consultant will work closely with the CMT, DTN and DTS appointed from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) to support the Employer in the following stages Capex Projects programme:

o) **Defining the scope and design**

Typically a Feasibility Report and/or Building Assessment Report (BAR) will be commissioned to define the scope of the project. The BAR is a key element of the project and is used to secure project funding, used as the initial design and set out high level programme milestones.

Projects will follow the RIBA stages identified in Annex 1.

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Scoping activity will be required from the Consultant and CMT to define the extent of the site relocations and divestment work for the closing site – this will help determine the procurement strategy for this element of work.

Where a traditional procurement route is being followed:

- The DTN or DTS will develop the design to the completion of RIBA Stage 4;
- The CMT will develop the commercial model for the tender;
- The detailed design, specification and a pricing document will be issued to enable the Contractor to provide a fixed price in their tender;
- Based on the initial scope and specification, the CMT will produce a pre-tender estimate of cost for DWP sign-off prior to tenders being issued;
- In conjunction with the CMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals and costs to ensure compliance with the Employer's requirements.

Where a single stage design and build procurement route is being followed, the following process will apply:

- The DTN or DTS will develop the design to the completion of RIBA Stage 3;
- The CMT will develop the commercial model for the tender;
- The tender (the Employer's requirements) will consist of the RIBA Stage 3 design and performance specification and a pricing document to enable the Contractor to provide an indicative tender sum in their tender;
- Based on the initial scope and specification, the CMT 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 4 onwards; and
- In conjunction with the CMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals throughout the design and construction period to ensure compliance with the Employer's requirements.
- 

Where a two stage design and build procurement route is being followed:

- The DTN or DTS will develop the design to the completion of RIBA Stage 2;
- The CMT will develop the commercial model for the tender;
- The first stage tender (the Employer's 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;
- Based on the initial scope and specification, the CMT 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;
- In conjunction with the CMT and either the DTN or DTS, the Consultant will be responsible for reviewing the Contractor's proposals throughout the 2nd stage design and construction period to ensure compliance with the Employer's requirements.

**p) Tender Process**

- It should be noted that for Contractors on Lot 1 of the Estate Jobcentre & Office Fit Out Contractor Framework, a direct award allocation is used based on region coverage and the tender process is not required.
- For Lot 2 and Lot 3 Contractors, a competitive tender process is required by the Employer for projects valued above £250,000. The Consultant will work closely with Sodexo, the Employer and the Cost Management Team to tender the Capex projects via the Estate Job Centre & Office Fit Out Contractor Framework, considering bundling to maximize efficiencies and value for money. This will involve assisting the Employer in responding to clarification questions raised by Contractors.
- 
- In line with the agreed procurement strategy, the Consultant will review Contractor's proposed scopes and respond to technical queries to ensure that the proposals are robust and offer value for money. Contractors will submit their technical and commercial proposals for evaluation. Where possible, PSA Schedule of Rates will be utilised, or upon request, quotations sought from specialists.
- 
- In conjunction with the CMT and either the DTN and DTS, the Consultant will scrutinise the Contractor's proposals in regards to:
  - the credentials of key personnel proposed, the processes and procedures to be adopted; and
  - quantum accuracy and value for money compared with the initial brief and budget allocation.

Consultation with the Employer's site representatives, the Employer's regional operations managers and Sodexo project managers may be necessary before a recommendation for acceptance is given. Where the Contractor's proposals exceed budget, further scrutiny and justification may be necessary in order to obtain approval from the Employer's governance processes in order to proceed. The Employer's commercial governance processes are outlined in Figure 8.

**Figure 8: The Employer's Commercial Governance Processes**

<b>Value of contract, contractual change or Compensation Event</b>	<b>DWP Commercial Directorate Estates Category Team Approval</b>	<b>Commercial Approval Board (CAB)</b>	<b>Cabinet Office Reporting Template</b> <i>Reporting only</i>	<b>DWP Ministerial Approval</b>	<b>Cabinet Office Approval</b>
--	--	--	---	---------------------------------	--------------------------------

<£100k		
£100k+		
£1m+		
£5m+		
£10m+		

To ensure the procurement is approved by the Employer's commercial governance processes, details of the evaluation process will be recorded by the Consultant via a Tender Report. The Tender Report is a document intended to be the single, summary record of the procurement exercise. It is to provide how the recommendation(s) to award to a particular Contractor(s) was arrived at in line with The Public Contract Regulations 2015 and includes appendices with all necessary evidence and justification to support commentary and decisions made. It is the primary document relied upon in the Employer's commercial governance processes. The Tender Report should provide the following:

- Executive Summary: an overview of the project, covering the intent and nature of procurement, the type of tender and number of bids, supplier returns and issues, significant risks, recommendation and rationale behind this.
- Tender Details: Explanation of the tender process relied on, detailing the number of expressions of interests returned and listing the suppliers who did and did not return them, providing any reasons provided for the latter. Any market failure should be explained, as well as compliance.
- Evaluation Criteria: Referencing an annex with the criteria laid out in full, outline the % balance of price vs quality questions, any weightings and any special requirements like minimum thresholds and how the final score was calculated.
- Any Changes: Any changes should have been communicated to all, to maintain equality of opportunity maintained. This section should evidence what changes were made and how they were communicated.
- Compliance/Issues: Explain any excluded bids as a result of compliance issues, or why mitigation has been applied.

Gaps and unexplained statements in the Tender Report will delay the Employer's commercial assurance processes, required to award the contract to the Contractor(s).

The Consultant will need to produce a Tender Report meeting the required quality standard within procurement timescales communicated in writing (which may include email) by Sodexo to the Consultant, as long as the Consultant is not provided with less than 5 working days' notice to complete the Tender Report. This is a key condition defined in Appendix F.

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The CMT and either the DTN or DTS will be expected to provide information and input requested by the Consultant within 2 working days of a request being made in writing (which may include email). This will be defined as a key condition in their respective contracts.

On approval of the Tender Report by the Employer, the Consultant will ensure timely completion of the NEC4 Contract with the Contractor and return completed documents to the DWP Commercial Directorate Estates Category Team.

**q) Contractor appointment and management**

- Subject to the Employer's governance processes, the Consultant will work with the CMT, either the DTN or DTS and appointed Contractor to finalise the agreed programme and priced activity schedule as required under a formal NEC Contract Agreement. Mobilisation activity will take place with the appointed contractor prior to starting on site.
- 
- Once appointed, the Consultant will use CEMAR to manage and administer the Contractor's contract with the Employer. CEMAR is used to raise Early Warning Notices, propose and approve Compensation Events and submit applications for payment. The Consultant will notify the CMT, the Employer and Sodexo of Early Warning Notices and Compensation Events and ensure responses are provided in line with NEC timescales, whilst also ensuring compliance with the Employer's governance processes. The Consultant will ensure Compensation Event(s) are sent to the CMT, and where applicable either the DTN or DTS, for review within these timescales. Once the Compensation Event(s) has been sent to the CMT, DTN or DTS in writing (which may include email and CEMAR), the CMT, DTN or DTS will have 2 working days to review and provide a response. This will be defined as a key condition in their respective contracts.
- 
- The CMT will be responsible for developing a Compensation Event 'tracker' to measure Compensation Event spend against the initially approved contract value and PO, ensuring that the Employer's commercial governance processes (outlined in Figure 8) are also followed depending on the Compensation Event value.
- 
- The Consultant will attend and lead all relevant project meetings on all Capex projects. The Consultant will produce the minutes for these meetings and distribute them to all relevant stakeholders.
- 
- The Consultant is required to check quality and inspect sites, including when undertaking audits of selected tasks.
-

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- Contractors will be required to submit Applications for Payments (AFPs) to the CMT at agreed intervals. Each site will be assigned a unique site and project number. The Consultant will be expected to provide information and input requested by the CMT in writing (which may include email) to complete review of the AFP within 2 working days of the request being made. This is a key condition defined in Appendix F. Following review by the CMT, a recommendation to elevate the AFP through the Employer's AFP process will be made by the CMT. The recommendation will be supported by an assurance document.
  - 
  - The Consultant is required to provide any assistance required by the CMT in forecasting the required PO and tracking the spend to give early warning of any requirement to increase the PO value.

**r) Progress tracking and reporting**

The Consultant shall provide regular reports relating to these services as required by the Employer, including an overarching project tracker.

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The Consultant is required to produce and maintain a detailed overarching project tracker to report on each project, cost, milestones etc, with information provided for each site, contractor, region and purchase order.

The project tracker is reported fortnightly to the Sodexo Programme Director. Site scoping surveys, asbestos reports, Contractor's proposals, accepted proposals, start-up meetings, commencement of work on site and completion certifications are all tracked and recorded.

In addition to a Framework Execution Plan, the Consultant will be required to develop the Project Execution Plan for each project. The CMT is required to provide any assistance required by the Consultant in identifying the relevant cost/financial information.

A monthly report will be required for use at the project control group held for each project. The agreed template will be provided.

The CMT will be expected to prepare a monthly report to include financial status of the project against the business case and cash flow forecast/analysis of variations. This will include all costs lines for the project, not just the construction element. Monthly cost reporting will include a review, analysis and disaggregation of changes and variations to provide understanding of the root cause of the change. Provision of this information on a monthly basis per project is defined as a key condition in the CMT's contract. This will feed into the Consultant's monthly report.

The Consultant will need to liaise with the CMT to obtain up-to-date cost, purchase order and other information. Once the Consultant has made a request for information from the Cost Manager in writing (which may include email), the CMT will have 2 working days to respond. This is defined as a key condition in the CMT's contract.

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Further reports may be required to:

- illustrate progress against agreed deliverables;
- demonstrate whether the approved budget and cash-flow is being maintained; and
- identify those matters which require a decision from the Employer and where necessary, provide assistance for the Employer to make an informed decision on all such matters.
- 

The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

- l) the number of RIDDOR recordable incidents by Consultant staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on delivering the services;
- m) information needed in order to publish Contractor contracts over £10,000 in value in line with Central Government guidance for publishing contracts (link [here](#) for information), including value, tender and contract documentation;
- n) the number of apprentices employed by the Consultant and the number of apprenticeship opportunities created or retained under the Call Off Contract;
- o) the number of full-time equivalent (FTE) employment opportunities created under the Call Off Contract, by UK region;
- p) the number of training opportunities (Level 2, 3, and 4+) created or retained under the Call Off Contract, other than apprentices, by UK region;
- q) the number of people-hours of learning interventions delivered under the contract, by UK region;
- r) the number of people-hours spent protecting and improving the environment under the contract, by UK region;
- s) the number of green spaces created under the contract, by UK region;
- t) annual reduction in emissions of greenhouse gases arising from the performance of the Call Off Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE);
- u) reduction in water use arising from the performance of the contract, measured in litres; and
- v) reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes. the total number of payments made by the Consultant to sub-contractors to this Call Off Contract contracts each month, and of this number, the percentage of invoices paid within each of the following categories:
  - a. Within 30 days
  - b. In 31 to 60 days
  - c. In 61 days or more
  - d. Due but not paid by the last date for payment under agreed contractual terms.

**s) Meetings**

- In addition to the meetings listed elsewhere in the Statement of Requirements and Scope, the Consultant will be required to attend the following meetings:
- Mobilisation meetings and workshops will be scheduled on contract appointment.

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**Table 3: Project Level Meetings**

	<b>Frequency</b>	<b>Detail</b>
<b>Capex Progress Review Meeting</b>	Fortnightly	<p>The Consultant is required to attend, along with the CMT, DTN and DTS.</p> <ul style="list-style-type: none"><li>• Presentation of overall project tracker and cost tracker</li><li>• 2 month look ahead</li></ul> <p>Key risks and issues</p>
<b>Design Team Meeting</b>	Weekly	<p>Design Team Meetings will be held throughout RIBA stages 1 to 4. The Consultant is required to attend to provide project management against the developing design and agree timelines for the design phases with the DTN and DTS.</p>
<b>Project Control Group</b>	Monthly	<p>Presentation of the project report to DWP/Sodexo stakeholders</p> <p>The Consultant to present the update for the project. The CMT to present the financial update for the project.</p>
<b>Project Working Group</b>	Weekly/fortnightly depending on project	<p>Working Group brings includes Sodexo and key DWP stakeholders involved in the delivery of the project.</p>
<b>Handover</b>	One meeting per Capex project on completion of the project	<p>The Consultant will attend site inspect works, and ensure all handover documentation is completed. All documentation must be uploaded onto SharePoint.</p>
<b>Contractor Progress Meeting</b>	Monthly	<p>The Consultant to chair monthly review meeting with the appointed Contractor (report provided by the Contractor).</p>



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Please note that in the current climate in Covid-19, a significant number of meetings are taking place virtually using Microsoft Teams. Where physical attendance is required, the latest Government Coronavirus Guidelines will be followed, and key worker letters issued where required.

The Employer is yet to confirm working practices when the current climate in Covid-19 is no longer applicable and requirements for attending meetings in person are therefore subject to change.

Following Covid-19, the Consultant will participate at project level meetings through physical attendance, unless video conferencing is agreed by the Employer. Attendance through video conferencing is likely to only take place on projects which are low in both complexity and value.

**t) Final Account and Close Out**

- The Consultant is required to coordinate handover activities in accordance with the requirements set out in Annex 1: Schedule of Requirements.

Where input is required from the CMT to ensure sign-off, the CMT will respond within 2 working days of a request being made in writing (which will include email) by the Consultant, unless otherwise agreed by the Employer. This is defined as a key condition in the CMT's contract.

- 
- The Consultant will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer. The Consultant will produce the minutes for these meetings and distribute them to all relevant stakeholders. The Consultant will ensure will ensure handover documentation requested by the Employer is correct and complete. The timeline to close out any minor outstanding actions and snags will be agreed and monitored. Contractors will submit their final accounts by task and site to the CMT for verification, approval and sign-off. The Consultant will ensure all handover documentation and supporting evidence is provided to the Employer in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

**u) Information Management**

To assist Sodexo in adhering to ISO19650:2018, the Consultant will need to:

- Adopt the information management processes as defined by the Employer and Sodexo;
- Adopt the information security protocols defined by the Employer and Sodexo;
- Manage project information and documentation in a digital format using a Common Data Environment;
- Interface with appointed parties to receive, collate, verify, publish and issue information in accordance with the Exchange Information Requirements;

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The Consultant, DTN and DTS will collate and verify information received from the Contractors (Operation & Maintenance Manuals, surveys, permits, designs, drawings, asset change forms etc.) and hold it within their document management system until the project is completed. Following project completion, this will be handed over to the Employer and Sodexo in an electronic format specified by the Employer, where the Consultant will not require any software licenses. As account valuations will be dependent on the timely submission of this information, the Consultant will need to work closely with the CMT to ensure payments are not authorised for incomplete work.

The Consultant has an obligation under the RM3741 Framework to assist the Employer in adhering to its Building Information Modelling (BIM) Protocol, defined in Appendix F - Form of Call Off Contract. The Employer's BIM Protocol is designed to comply with the following parts of ISO19650:2018:

- **BS EN ISO 19650-1:** Organisation of information about construction works – Information management using building information modelling – Part 1: concepts and principles, *and*
- **BS EN ISO 19650-2:** Organisation of information about construction works – Information management using building information modelling – Part 2: Delivery phase of assets.

A BIM Information Manager and BIM Coordinator will be appointed in both the DTN and DTS to work to the BIM Protocol. The Consultant is required to cooperate with and assist Sodexo, the future integrator and the BIM Information Managers and BIM Coordinators in complying with BIM and ISO19650 parts 1 and 2.

Under the Supply Chain Integrator agreement, Sodexo is responsible for providing asset numbers. The BIM Information Manager and BIM Coordinator will consult with Sodexo to obtain asset numbers.

The Consultant is required to provide all relevant information required to complete BIM models and the asset taxonomy (included in the BIM Protocol, defined in Appendix F).

### **Figure 9: Information Management Process**

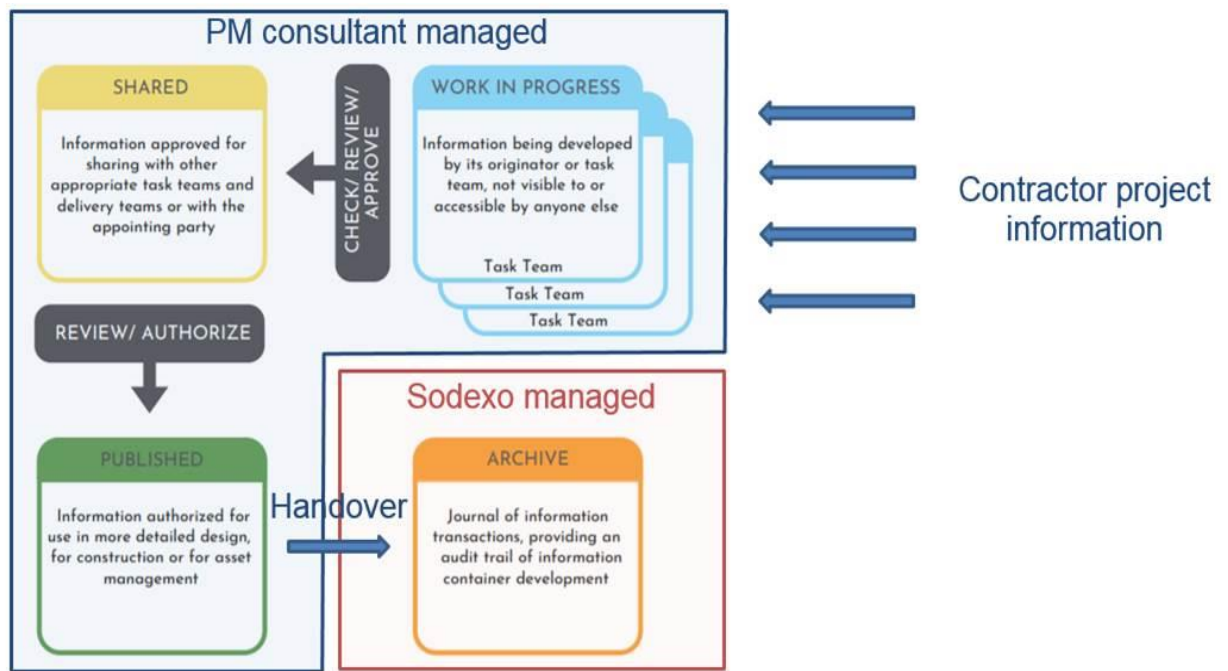


Figure 2: CDE concept as demonstrated in ISO 19650-1 Figure 10

## 20. Role Profiles / Core Competencies

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All personnel for the above positions must be professionally qualified and highly competent - having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Employer requires that all Consultant staff employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the HM Government Baseline Personnel Security Standard. Copies of the current HM Government Baseline Personnel Security Standard can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel will need to comply with the Employer's Security Policy, defined in Appendix F - Form of Contract. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.

The Consultant is responsible for its own compliance with all relevant VAT legislation and guidance. Please note that under section 6 para (e) the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019, the "reverse charge" of VAT under section 55A of the Value Added Tax Act 1994 ("VATA") does not cover the supply of "the professional work of architects or surveyors, or of consultants in building, engineering, interior or exterior decoration or in the laying-out of landscape" (except where part of the single supply of construction work).

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## 21. Annexes

### Annex 1: Schedule of Requirements



Annex 1 - Schedule  
of Requirements PM

### Annex 2: Feasibility Report



Annex 2 - Feasibility  
Study.odt

### Annex 3: Building Assessment Report



Annex 3 - Building  
Assessment Report.doc

### Annex 4: Non-core Service Disciplines



Annex 4 - Non-core  
Service Disciplines.doc

### Annex 9: Design Standards Compliance Form Examples

[redacted]



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**APPENDIX A - EMPLOYER'S STATEMENT OF REQUIREMENTS AND SCOPE**

**Provision of Design Team South Professional Services to  
support DWP 'Batch 3' Capex Projects in FY21/22 and FY22/23**

**Further Competition under  
RM3741 Project Management and Full Design Team Services - Lot 1**

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## 22. Introduction

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The Department for Work and Pensions (DWP) (the Employer) is seeking a number of professional services disciplines to assist with 44 capital works projects across its national estate portfolio. All projects require completion prior to March 2023. All appointments for professional services will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS).

The Employer requires an appropriate Design Team South (DTS) to work closely with its Supply Chain Integrator (Sodexo) in supporting 23 of these projects based on the NUTS codes defined as 'South' in Table 1 for the purposes of this Call Off Contract.

There will also be a separate appointment for an appropriate Design Team North (DTN) supporting the remaining 21 projects on the NUTS codes defined as defined as 'North' in Table 1.

Table 1

Region	NUTS Codes
South	UKL (Wales), UKG (West Midlands), UKH (East of England), UKJ (South East), UKK (South West) and UKI (London).
North	UKM (Scotland), UKC (North-East England), UKD (North-West England), UKE (Yorkshire and the Humber) and UKF (East Midlands).

Cost management and project management appointments will support all 44 capital works projects. Details of the 44 capital works projects and which are defined as North and South are provided in Appendix C - Pricing Model.

This Statement of Requirements and Scope sets out the roles and responsibilities of the successful bidder from this procurement exercise (the Consultant) to deliver the Design Team South *services*. Words and phrases used in this Statement of Requirements and Scope have the meaning given them in the Call Off Contract unless otherwise defined or the context otherwise requires.

This Statement of Requirements and Scope will be incorporated into the Call Off Contract in Appendix F following contract award.

## 23. Background

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The Department for Work and Pensions (DWP) (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

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The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.850 buildings – the largest commercial estate within Government. This number is made up primarily of Jobcentre Plus offices, but also includes Health Assessment Centres and back offices. The back office sites consist of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the Jobcentre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

As part of the Department's investment strategy, all 23 individual Capex projects in the South have been identified for delivery prior to 31st March 2023. These projects are a mix of DWP's estates strategy to create purpose-built hubs through either the acquisition of new sites or refurbishment of existing buildings and the subsequent divestment of vacated sites. There will also be several relocation projects involving acquisition and fit out of new sites due to a lease event at the existing location. The divestment of the site being closed will typically fall under this service request.

The ultimate completion date for most of these projects is March 2023 to align with lease divestment dates of current buildings. The 23 sites have a total estimated construction spend of circa £39m.

Projects will generally be initiated in FY21/22 Q1 and Q2 with the early planning and design stages progressing through FY21/22 Q1, Q2 and Q3. Subsequent detailed design, procurement and construction activity is likely to be contained through Q4 of FY21/22 and FY22/23.

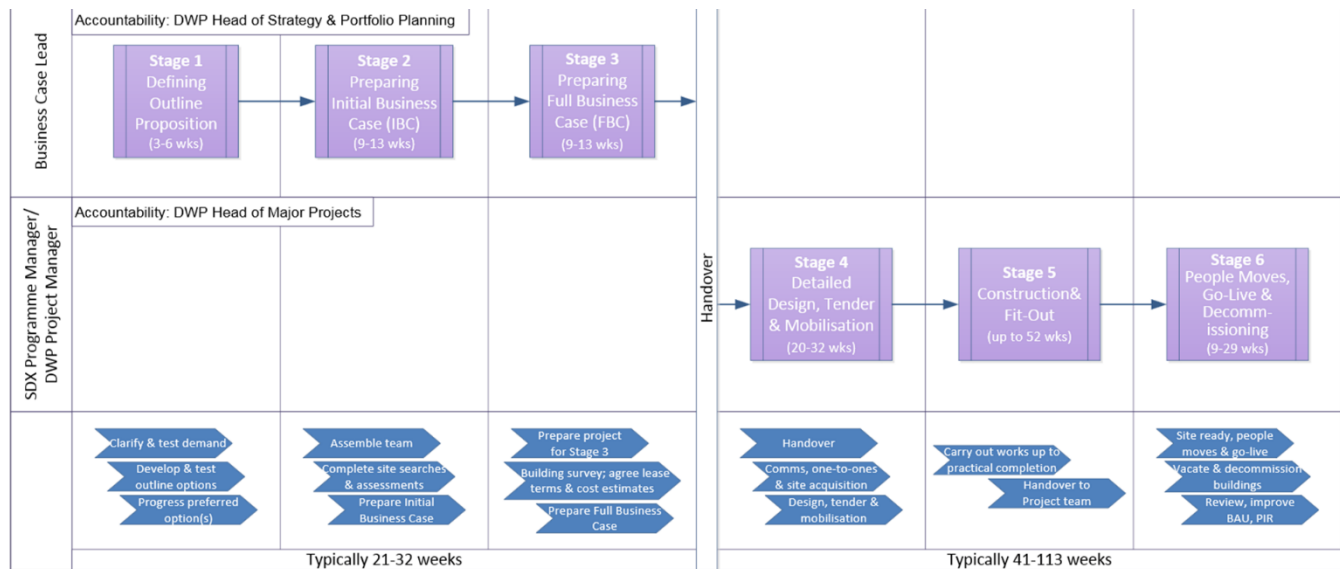
DWP and Sodexo are currently preparing for delivery of projects around the UK. There are sensitivities around these new property acquisitions and until further notice strict confidentiality is to be maintained by all concerned.

Capex project values can be found in Appendix C - Pricing Model, and are being delivered by Contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework,' detailed in Table 1 and Figure 3. Contracts will either be let via Single Stage Design and Build, Two Stage Design and Build or a Traditional basis. The Potential Supplier is requested in Appendix C - Pricing Model to submit their pricing against each of these procurement routes. The procurement route to be used will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The key stages of the end to end process developed by Sodexo and DWP are summarised in Figure 1. The process is aligned to RIBA Stages 1-7.



**Figure 1: Sodexo and DWP end to end process**

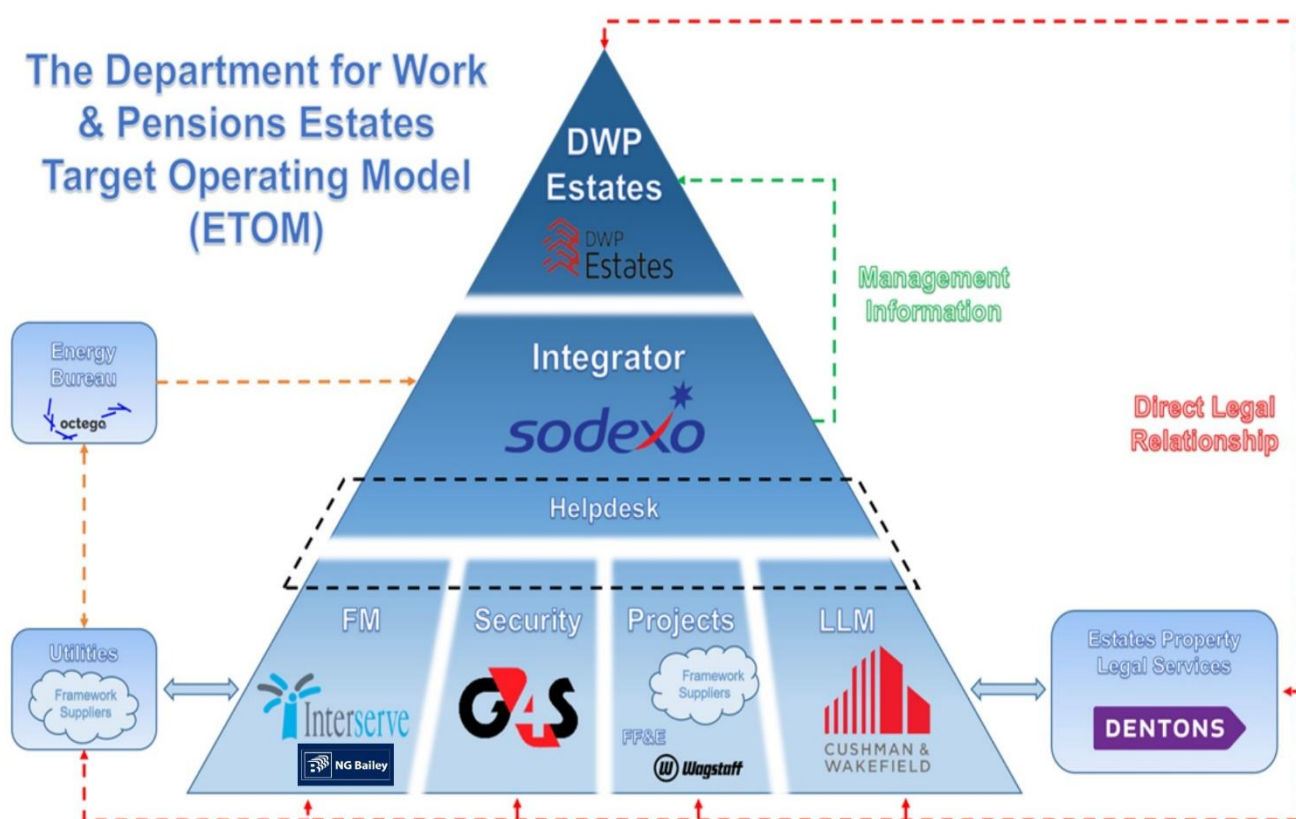


## 24. The Estates Target Operating Model

Within the Department, DWP Estates Directorate are accountable for the delivery of all aspects of real estate services, supported by the Estates Category Team within Commercial Directorate to undertake all commercial activity required within the complex estates portfolio.

DWP operates an 'Estates Target Operating Model' (ETOM), shown in Figure 2, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator').

**Figure 2: DWP's Estates Target Operating Model (ETOM)**



Each of the following headings within Figure 2 are referred to by the Employer as 'towers:'

- FM (Facilities Management)
- Security
- Projects (This includes providers of professional services, all providers of construction, fit-out and LCW as well as suppliers of furniture, fittings and equipment (FFE).
- LLM (Landlord and Lease Management)

DWP has engaged and authorised Sodexo Ltd (Sodexo) under the role of the "Supply Chain Integrator" to perform certain estate related duties and obligations. In this capacity, Sodexo is charged with deploying the Department's programmes of Capex Projects, alongside LCW and BAU Projects (professional services for which will be tendered separately). To ensure successful programme delivery, Sodexo work closely with providers of professional services appointed from CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) and contractors on DWP's 'Estate Jobcentre & Office Fit Out Contractor Framework' (the Contractor(s)). Diagrams providing

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more information about the Estate Jobcentre & Office Fit Out Contractor Framework can be found in Table 1 and Figures 3 and 4.

The Employer has recently undertaken a review of the ETOM and is exploring a variety of options for how the ETOM may be delivered following expiry of the current Supply Chain Integrator agreement with Sodexo on 31<sup>st</sup> March 2022

This will involve a newly appointed integrator to work with the Employer, the Consultant and other suppliers involved in the delivery of professional services to support Batch 3 Capex projects in FY21/22 and FY22/23. It is anticipated the newly appointed integrator will be performing the following tasks after March 2022:

- System provision and integration: across supply chain systems, the integrator shall support operational and strategic DWP Estates management by providing the required IT system, application hosting, implementation, training support and security for the management of the services.
- Helpdesk and work order management: The integrator shall provide a helpdesk facility, which shall be the single point of contact for all DWP end-users in relation to all workplace, property and FM related service requests. This shall include the end-to-end management of planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other work orders relating to the occupation of property. To facilitate this, the Integrator shall be responsible for maintaining a master asset register and master PPM schedule (together the Asset Management Services). The Integrator shall manage the asset change request process providing a holistic view and intelligence across the DWP Estate and DWP Estates supply chain.
- Data, analytics and MI reporting: The integrator shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing DWP's estate and its supply chain.
- Finance & cost management: The integrator shall provide the Employer with management information, including cost and financial reporting, through the integration, aggregation and verification (cost audit automation and cross sectional data checks) of the Employer supply chain data.
- Supply chain transition: The integrator shall support the Employer in the design, tender, mobilisation and exit of new supply chain members as required, specific to the systems interfaces and the integrator's services

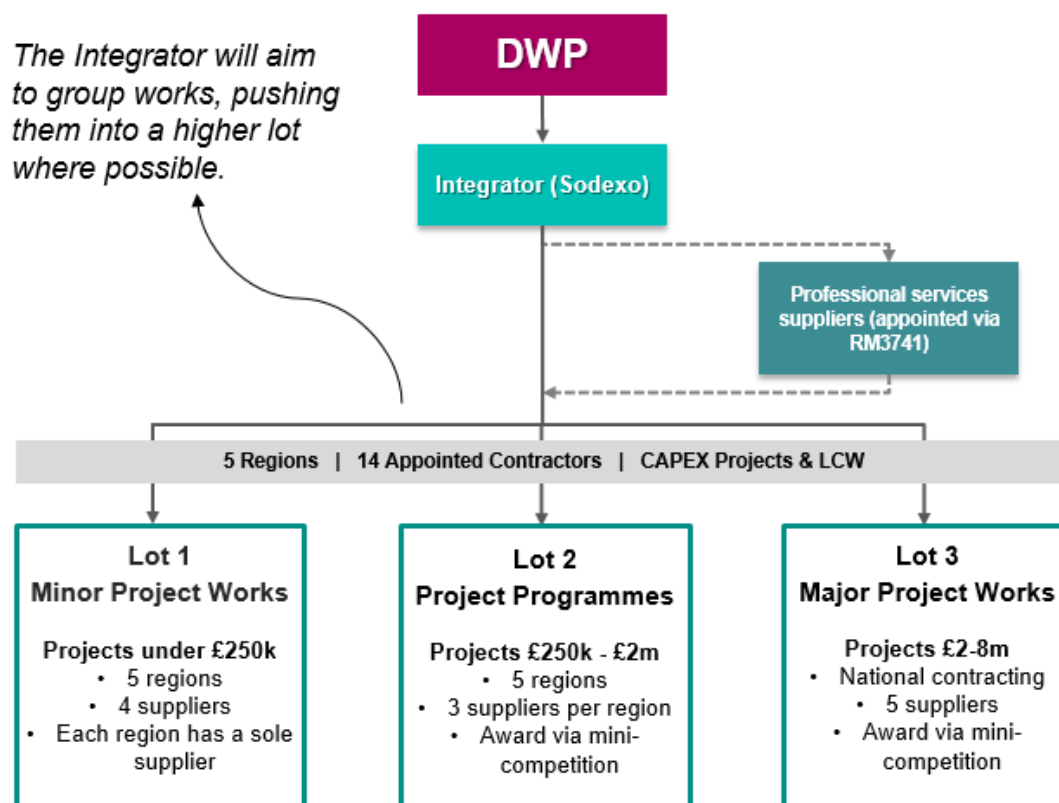
The Consultant will be expected to work collaboratively with the Employer in transitioning to a new ETOM and provide any assistance required by the Employer to ensure continuous service delivery free of charge.

The scope of the Consultant's role is not expected to change, however the Employer will be reviewing the scope of all services within its ETOM in March 2022 to maximise efficiencies and ensure there is no duplication. The Employer reserves the right to amend the Scope and revise the associated fee in line with clause Z53 within Appendix F.

**Table 1: Estate Jobcentre & Office Fit Out Contractor Framework Contractors**

	Lot 1 (£0-£250k)					Lot 2 (£250k - £2m)					Lot 3 (£2m-£8m)
Region	A	B	C	D	E	A	B	C	D	E	National
FES Support Services Ltd									X		
Interserve Construction Ltd							X	X			X
ISG Fit Out Ltd		X									X
John Graham Construction											X
Kier Construction Ltd											X
Midas Construction Ltd										X	
Mitie Property Services (UK) Ltd				X							
Morris & Spottiswood								X	X		
Overbury							X		X		
Resolution Interiors Ltd			X		X	X				X	
Seddon Construction Ltd						X		X			
Speller Metcalfe Malvern Ltd	X					X				X	
Wates Construction Ltd											X
Willmott Dixon Interiors							X				

**Figure 3: DWP's Estate Job Centre & Office Fit Out Contractor Framework**



Contractors have been appointed and allocated to geographic regions as shown in Figure 4. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31<sup>st</sup> March 2022, the Employer intends to use CCS Framework RM6088: Construction Works and Associated Services.

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**Figure 4: DWP's Estate Job Centre & Office Fit Out Contractor Framework Regions**

**Region A** – East Anglia, East Midlands & West Midlands, Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Buckinghamshire, Hertfordshire, Essex, Lincolnshire, Nottinghamshire, Staffordshire, Shropshire, Derbyshire, Hereford and Worcestershire, West Midlands, Warwickshire, Leicestershire, Northamptonshire

**Region B** – London & South East England, London, Kent, East Sussex, Surrey, Berkshire, Oxfordshire, Hampshire

**Region C** – North West England & North Wales, Cumbria, Lancashire, Manchester, Merseyside, Cheshire, Clwyd Gwynedd

**Region D** – Scotland and North East England, Northumberland, Newcastle Area, Durham, Teesside, Yorkshire, Humber area Grampian, Highland, Tayside, Central, Fife, Edinburgh, Borders, Dumfries & Galloway, Glasgow, Ayrshire and Lanark, Argyll and Bute

**Region E** – South Wales & South West England, Dorset, Somerset, Devon, Cornwall, Gloucestershire, Bristol, Wiltshire, Gwent, Mid Glamorgan, Dyfed, Powys



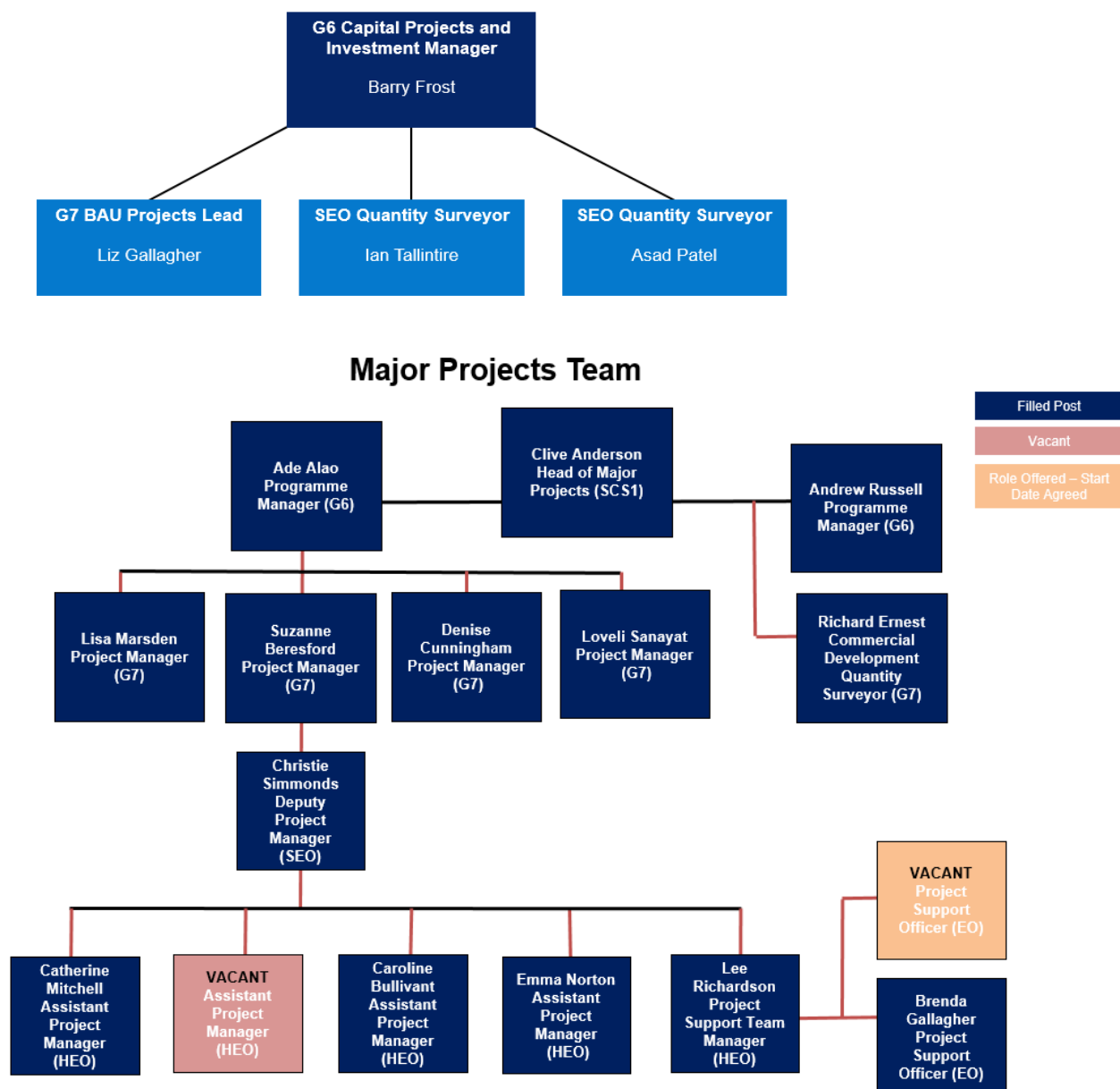
### The role of the Employer

DWP Estates Directorate are responsible for:

- Defining business requirements for Capex and working with DWP business units to articulate and challenge their requirements for projects;
- Approving and allocating budgets, including approving any required additional spending;
- Reviewing Capex project costs and programmes;
- Defining DWP's future space strategy;
- Providing access to project and Contractor specific folders on DWP's Microsoft SharePoint for appropriate personnel, so data and information can be shared effectively.
- Various transactional activities, for example providing instructions to DWP finance colleagues to raise purchase orders, and reviewing and validating receipting action required to ensure invoices are paid.
- Working in conjunction with DWP Commercial Directorate and Sodexo to undertake contract management and performance management of the providers of professional services;

Key stakeholders within DWP Estates Directorate are shown in Figure 5. Key stakeholders within DWP Estates Directorate are shown in Figure 5. Generally, the Major Projects Team manage projects over the value of £5m, or otherwise defined as complex.

**Figure 5: Key stakeholders within DWP Estates Directorate**



DWP Commercial Directorate Estates Category Team are responsible for:

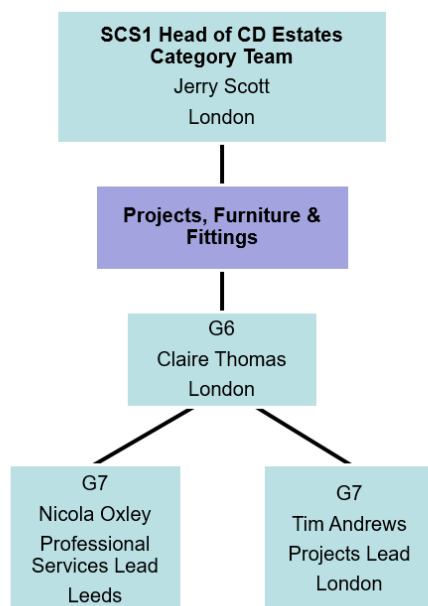
- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;
- Assuring compliance with The Public Contract Regulations 2015; and
- Ensuring value for money.

DWP Commercial Directorate Estates Category Team are responsible for:

- Development of sourcing strategies, oversight of tender process and ratifying commercial outcomes for both professional services and contractors;
- Procurement of FFE;
- Assuring compliance with The Public Contract Regulations 2015; and
- Ensuring value for money.

Key stakeholders within DWP Commercial Directorate Estates Category Team are shown in Figure 6.

**Figure 6: Key stakeholders within DWP Commercial Directorate Estates Category Team**



### The role of Sodexo

Sodexo is responsible for:

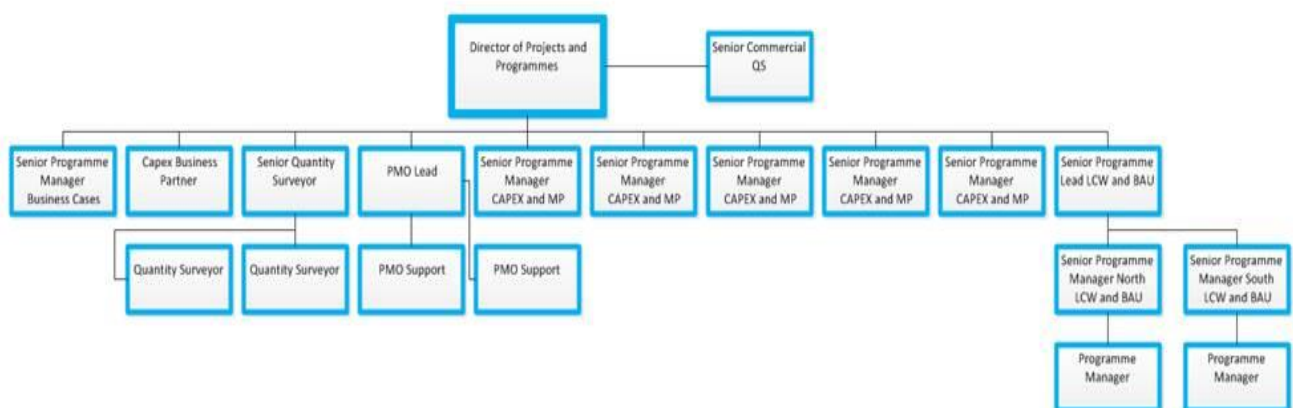
- Validation of invoices for payment from providers of professional services;



- Strategic oversight of the project pipeline, to ensure projects are prioritised and resource demand spread evenly across the year;
- Input into investment decisions and the estate strategy to ensure that we do the right things at the right time;
- Delivery of business-driven projects in accordance with the Employer's capital projects investment delivery;
- Managing the supply chain members engaged for capital and lifecycle works investment delivery to ensure a consistently high standard of delivery;
- Project planning, prioritising and aligning synergies in proposed and approved works to support the day to day operational businesses;
- The use of clash management techniques to minimise disruption to DWP operations;
- The identification and management of all programme assumptions and dependencies; and
- The coordination and impact assessment of change requests.

Delivering a consistent approach to project reviews, and the escalation of risks and issues through the appropriate channels.

**Figure 7: Sodexo Projects and Programme Resource Model**



## 25. The Employer's Requirements

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The Employer requires an appropriate Design Team South (DTS) to support the 23 Capex projects in the South in FY21/22 and FY22/23.

It is intended that the successful bidder from this procurement exercise (the Consultant) will be appointed w/c 28<sup>th</sup> June 2021 to allow for a one-month mobilisation period before the expected go-live date on 26<sup>th</sup> July 2021.

Following expiry on 31<sup>st</sup> March 2023, the Employer reserves the right to exercise a 6-month extension period to the Call Off Contract, from 31/03/2023 to 30/09/2023.

Separate appointments will be taking place from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) for the following professional services:

- A Cost Management Team (CMT) via Lot 4.

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- A Project Management Team (PMT) via Lot 2.
  - A Design Team North (DTN) via Lot 1.

The PMT and the CMT will work alongside the Consultant in the same period to support the 23 Capex projects in the South.

Subject to performance measures in place with the CMT, the PMT and the DTN and in line with clause Z54 of Appendix F, the Consultant may also be required to provide CMT, PMT and/or DTN services for any of the 44 Batch 3 capital works projects (23 in the South and 21 in the North). The Potential Supplier is requested to provide their pricing for these other 'optional' services within the 'Price List' tabs of Appendix C - Pricing Model. Please see Annexes 6, 7 and 8 of The Employer's Statement of Requirements and Scope for these services.

The Consultant acknowledges and agrees that no guarantee is given by the Employer in respect of volumes of Capex projects for the duration of this Call Off Contract, which is non-exclusive. The maximum contract term is therefore 2 years and 3 months.

The Consultant will be expected to work with Sodexo and other DWP supply chain members as part of this Call Off Contract. Once the Consultant is appointed, the Call Off Contract mobilisation period will involve working closely with Sodexo and other DWP supply chain members to ensure roles and responsibilities are defined and understood. This mobilisation period will involve several workshops which are likely to be held virtually due to Covid-19 restrictions, using MS Teams etc. The DWP would expect the Consultant to attend these meetings or any which occur on site on an inclusive basis, free of charge, as these will define standard ways of working across all projects. The following workshops are anticipated:

- DWP design standards;
- Payment processes;
- Fee management;
- Roles and responsibilities;
- Agreement on reporting and communications; and
- Building Assessment Reports.
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DWP and Sodexo's integrated objective is to deliver Capex projects which are initiated, managed and delivered to high standards of health & safety performance and overall works quality - always providing demonstrable value for money. In addition to these core objectives there is a specific need to achieve the following:

- accurate, timely and data led management information reporting
- effective and accurate management of the DWP payment processes;
- effective commercial administration of the NEC contracts; and
- effective management of project completion through to handover to colleagues in the Employer's operations and tower suppliers responsible for the ongoing management and maintenance of the buildings

The Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements. Functional emphasis on accommodating the

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needs of the Employer's staff and customers, including wellbeing, is essential in the Employer's busy, sensitive and sometimes volatile environments. The Employer would expect to see these considerations taken into account in the design of each project.

To support this, there are numerous stakeholders associated with each site acquisition, site divestment and the associated moves. Across the Consultant's DTS, strong and effective communication skills - facing a wide and diverse stakeholder community - are 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. The Consultant team must always be focussed on project protection or betterment for DWP's benefit.

The Consultant is required to demonstrate 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 – consisting of members from DWP, Sodexo and appointments from the CCS Framework RM3741 PMFDTS is envisaged - all acting in a spirit of mutual trust and co-operation. This is considered a founding principle.

All complimentary Consultant 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; and
- Completion of a Feasibility Report and Building Assessment Report (BAR) (defined in Annex 2 and 3 respectively). These reports are a key element of project delivery and are used to secure project funding, used as the initial design and set out high level programme milestones. Separate to other project deliverables, each Potential Supplier is requested to provide day rates for the Feasibility Report and BAR in Appendix C - Pricing Model. These day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

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The Employer requires the Consultant to deliver social value throughout the Call Off Contract. The Consultant will be expected to run a workshop with the Employer and Sodexo during the first 6 months of the Call Off Contract to present innovative ideas and proposals in regards to delivering social value

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in line with the following themes from [The Social Value Model](#) published by the Government Commercial Function in December 2020:

- Tackling Economic Inequality
- Fighting Climate Change

Once proposals have been selected and agreed by the Employer to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes. Please note that we do not require organisations to be subscribed to the National TOMS Framework.

The Employer intends for the Consultant to support all projects on which they are instructed through to project completion. However, towards the end of the initial service period, and towards the end of the 6 month extension period (if this option is exercised), the Consultant may be instructed to support projects until completion of RIBA Stage 2 when all queries have been resolved to the satisfaction of the Employer. The Consultant will be required to respond to any queries which may arise even where these follow the end of the initial service period or either 6-month extension period. In this scenario, the Consultant will be required to provide an effective handover of projects (which have yet to start on site) to a replacement supplier. The Consultant will provide any assistance required by the Employer to exit the contract and tender for any ongoing or future support or services free of charge.

For the purposes of Z22, the commencement of the provision of the service or a part of thereof is not expected to result in a Relevant Transfer. The Employer confirms that it currently does not consider that TUPE will apply to any staff and accordingly it has not identified any person to be a Transferring Former Consultant Employee or Transferring Employer Employee.

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

## **26. Resource Requirements**

The Employer is looking to appoint the DTS to supplement the Sodexo programme team. The exact requirements for this discipline have been set out in Annex 1: Schedule of Requirements. Please note that this is amended from Schedule 2 of the CCS Framework to include the optional services outlined in Annex 4 within this Call Off Contract. Annex 4 also contains additional non-core services required by the Employer under core disciplines. The Potential Supplier is requested to provide pricing for these optional and additional non-core services within Appendix C - Pricing Model.

Please note that there may also be a requirement to support a small number of Capex projects from the start of RIBA Stage 3.

The resources required for each project will be confirmed via the respective Task Order issued, alongside the Procurement Type and RIBA stages needed.

The Potential Supplier is also requested to provide pricing for the non-core service disciplines set out in Annex 5. Annex 5 includes a non-core discipline to support the Employer's Hub projects. These refer to a number of third party-led construction projects where the Employer is an interested party,

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but not directly leading or contracting for construction activity. The Employer is expecting five third party-led projects over the course of this Call Off Contract, however this is subject to change. These projects are as follows:

- Blackpool Hub
- Swansea Hub
- Manchester West Hub
- Manchester Central Hub
- Dundee Hub
- 

The Employer Hub Technical Advisor will not be required across any other project. The Potential Supplier is requested to provide a day rate in Appendix C - Pricing Model for Cost Consultant core services to support Employer Hub projects only. The RIBA stages and exact Cost Consultant services required for each of these five projects will be confirmed via the respective Task Order issued.

Where the Potential Supplier is requested to provide a day rate in Appendix C - Pricing Model for any service described in The Employer's Statement of Requirements and Scope, including services to support third-party led or other projects otherwise not described as 'Batch 3', these day rates will be used to calculate fixed price sums for these activities in relation to each project. This will be carried out during the life of the Call Off Contract when project scopes are confirmed and task orders are issued, based on the Potential Supplier's reasonable estimate for the amount of time required for the relevant activity, subject to the agreement of the Employer.

The Employer requires for business continuity a dedicated DTS. Should there be any need for a member of the DTS to be replaced the replacement should be at least of the equivalent experience and skillset. The Employer reserves the right to reject any proposed replacement.

All roles will be required to undertake site visits as required to ensure project delivery and compliance with the Employer's requirements for Contractors.

The percentage fee submitted by the Potential Supplier should include all core services within The Employer's Statement of Requirements and Scope, and not exceed the maximum rates submitted to CCS under the terms of the Framework.

The DTS will work closely with the PMT and CMT being appointed from the CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTs) to support the Employer in the following stages Capex Projects programme:

**v) Defining the scope and design**

Typically, a Feasibility Report and/or Building Assessment Report (BAR) will be commissioned define the scope of the project. 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.

Projects will follow the RIBA stages identified in Annex 1.

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Scoping activity will be required from the PMT and CMT to define the extent of the site relocations and divestment work for the closing site – this will help determine the procurement strategy for this element of work.

Where a traditional procurement route is being followed:

- The Consultant will develop the design to completion of RIBA Stage 4;
- The CMT will develop the commercial model for the tender;
- The detailed design, specification and a pricing document will be issued to enable the Contractor to provide a fixed price in their tender;
- Based on the initial scope and specification, the CMT will produce a pre-tender estimate of cost for DWP sign-off prior to tenders being issued;
- In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals and costs to ensure compliance with the Employer's requirements.

Where a single stage design and build procurement route is being followed, the following process will apply:

- The Consultant will develop the design to the completion of RIBA Stage 3;
- The CMT will develop the commercial model for the tender;
- The tender (the Employer's requirements) will consist of the RIBA Stage 3 design and performance specification and a pricing document to enable the Contractor to provide an indicative tender sum in their tender;
- Based on the initial scope and specification, the CMT 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 4 onwards; and
- In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals throughout the design and construction period to ensure compliance with the Employer's requirements.

Where a two stage design and build procurement route is being followed:

- The Consultant will develop the design to completion of RIBA Stage 2;
- The CMT will develop the commercial model for the tender;
- The first stage tender (the 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 CMT 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; and
- In conjunction with the CMT and the PMT, the Consultant will be responsible for reviewing the Contractor's proposals throughout the 2nd stage design and construction period to ensure compliance with the Employer's requirements.

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- As part of leading and managing the review and update of the design across all procurement routes, the Lead Designer will be responsible for completing a Design Standards Compliance Form provided by the Employer at completion of RIBA stages 2 and 4 to ensure the design is compliant with DWP design standards. Current iterations of the compliance form can be found in Annex 9, but please note that these templates are subject to change.

#### **w) Tender Process**

- It should be noted that for Contractors on Lot 1 of the Estate Jobcentre & Office Fit Out Contractor Framework, a direct award allocation is used based on region coverage and the tender process is not required.
- For Lot 2 and Lot 3 Contractors, a competitive tender process is required by the Employer for projects valued above £250,000. The Consultant will work closely with Sodexo, the Employer and the Cost Management Team to tender the Capex projects via the Estate Job Centre & Office Fit Out Contractor Framework, considering bundling to maximise efficiencies and value for money. This will involve assisting the Employer in responding to clarification questions raised by Contractors.
- 
- In line with the agreed procurement strategy, the Consultant will review Contractor's proposed scopes and respond to technical queries to ensure that the proposals are robust and offer value for money. Contractors will submit their technical and commercial proposals for evaluation. Where possible, PSA Schedule of Rates will be utilised, or upon request, quotations sought from specialists.
- 
- In conjunction with the PMT and CMT, the Consultant will scrutinise the Contractor's proposals in regards to:
  - the credentials of key personnel proposed, the processes and procedures to be adopted;
  - whether the proposed design meets the Employer's requirements and design standards; and
  - technical assurance of the detailed design.

Consultation with the Employer's site representatives, the Employer's regional operations Managers and Sodexo project managers may be necessary before a recommendation for acceptance is given. Where the Contractor's proposals exceed budget, further scrutiny and justification may be necessary in order to obtain approval from the Employer's governance processes in order to proceed. The Employer's commercial governance processes are outlined in Figure 8.

**Figure 8: The Employer's Commercial Governance Processes**

Value of contract, contractual change or Compensation Event	DWP Commercial Directorate Estates Category Team Approval	Commercial Approval Board (CAB)	Cabinet Office Reporting Template <i>Reporting only</i>	DWP Ministerial Approval	Cabinet Office Approval
<£100k					
£100k+					
£1m+					
£5m+					
£10m+					

To ensure the procurement is approved by the Employer's commercial governance processes, details of the evaluation process will be recorded by the PMT via a Tender Report. The Tender Report is a document intended to be the single, summary record of the procurement exercise. It is to provide how the recommendation(s) to award to a particular Contractor(s) was arrived at in line with The Public Contract Regulations 2015 and includes appendices with all necessary evidence and justification to support commentary and decisions made. It is the primary document relied upon in the Employer's commercial governance processes. The Tender Report should provide the following:

- Executive Summary: an overview of the project, covering the intent and nature of procurement, the type of tender and number of bids, supplier returns and issues, significant risks, recommendation and rationale behind this.
- Tender Details: Explanation of the tender process relied on, detailing the number of expressions of interests returned and listing the suppliers who did and did not return them, providing any reasons provided for the latter. Any market failure should be explained, as well as compliance.
- Evaluation Criteria: Referencing an annex with the criteria laid out in full, outline the % balance of price vs quality questions, any weightings and any special requirements like minimum thresholds and how the final score was calculated.
- Any Changes: Any changes should have been communicated to all, to maintain equality of opportunity maintained. This section should evidence what changes were made and how they were communicated.



- 
- Compliance/Issues: Explain any excluded bids as a result of compliance issues, or why mitigation has been applied.

Gaps and unexplained statements in the Tender Report will delay the Employer's commercial assurance processes, required to award the contract to the Contractor(s).

The PMT will need to produce a Tender Report meeting the required quality standard within procurement timescales communicated in writing (which may include email) by Sodexo to the PMT, as long as the PMT is not provided with less than 5 working days' notice to complete the Tender Report.

Unless otherwise agreed by the Employer, the Consultant will be expected to provide information and input requested by the PMT in regards to the Tender Report within 2 working days of a request being made in writing (which may include email) This is a key condition defined in Appendix F.

On approval of the Tender Report, the PMT will ensure timely completion of the NEC4 Contract with the contractor and return completed documents to the DWP Commercial Directorate Estates Category Team.

**x) Contractor appointment and management**

Subject to the Employer's governance processes, the PMT and the CMT will work with appointed Contractor to finalise the agreed programme and priced activity schedule as required under a formal NEC Contract Agreement. Mobilisation activity will take place with the appointed Contractor prior to starting on site.

- Once appointed, the PMT will use CEMAR to manage and administer the Contractor's contract with the Employer. CEMAR is used to raise Early Warning Notices, propose and approve Compensation Events and submit applications for payment. The PMT will notify the CMT, the Employer and Sodexo of Early Warning Notices and Compensation Events and ensure responses are provided in line with NEC timescales, whilst also ensuring compliance with the Employer's governance processes. The PMT will ensure Compensation Event(s) are sent to the CMT, and where applicable the Consultant, for review within these timescales. Once the Compensation Event(s) has been sent to the CMT and the Consultant in writing (which may include email and CEMAR), the CMT and the Consultant will have 2 working days to review and provide a response. This is a key condition defined in Appendix F.

The CMT will be responsible for developing a Compensation Event 'tracker' to measure Compensation Event spend against the initially approved contract value and PO, ensuring that the Employer's commercial governance processes (outlined in Figure 8) are also followed depending on the Compensation Event value.

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The PMT will attend and lead all relevant project meetings on all Capex projects. The Consultant will produce the minutes for these meetings and distribute them to all relevant stakeholders.

The Consultant is required to check quality and inspect sites, including when undertaking audits of selected tasks. The Consultant will provide technical assurance for all disciplines appropriate to the project to ensure site works comply with the agreed Contractor's proposals.

Contractors will be required to submit Applications for Payments (AFPs) to the CMT at agreed intervals.

**y) Progress tracking and reporting**

The Consultant is required to produce Design Reports at the end of RIBA stages 2, 3 and 4. The Design Report contains the design components of the 'Stage Report' defined in the RIBA Plan of Work 2020 (and any subsequent revision). The Design Report will include full documentation of the design process and subsequent proposed design outcomes. The Design Report must cover all functional, technical and operational requirements and demonstrate full understanding of the project brief, how the design has evolved, rationale for the preferred design solution, any design derogations, and any further considerations.

The PMT is required to produce and maintain a detailed overarching project tracker to report on programme, cost, milestones etc, with information provided for each site, contractor, region and purchase order.

The project tracker is reported fortnightly to the Sodexo Programme Director. Site scoping surveys, asbestos reports, Contractor's proposals, accepted proposals, start-up meetings, commencement of work on site and completion certifications are all tracked and recorded.

In addition to a Framework Execution Plan, the PMT will be required to develop the Project Execution Plan for each project. The Consultant is required to provide any assistance required by the PMT in providing any information required for the project tracker.

A monthly report will be required for use at the project control board held for each project. The agreed template will be provided.

The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

The Consultant shall also provide regular management data relating to these services as required by the Employer. Management information required includes but is not limited to the following subject matter:

- m) the number of RIDDOR recordable incidents by Consultant staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on delivering the services;

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- n) the number of RIDDOR recordable incidents by Contractor staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on Capex projects where the Consultant is delivering services;
  - o) the number of instances of Contractor non-compliance with the latest version of Government guidelines regarding Covid-19 and social distancing, including devolved administration guidelines, where applicable;
  - p) the number of apprentices employed by the Consultant and the number of apprenticeship opportunities created or retained under the Call Off Contract;
  - q) the number of full-time equivalent (FTE) employment opportunities created under the Call Off Contract, by UK region;
  - r) the number of training opportunities (Level 2, 3, and 4+) created or retained under the Call Off Contract, other than apprentices, by UK region;
  - s) the number of people-hours of learning interventions delivered under the contract, by UK region;
  - t) the number of people-hours spent protecting and improving the environment under the contract, by UK region;
  - u) the number of green spaces created under the contract, by UK region;
  - v) annual reduction in emissions of greenhouse gases arising from the performance of the Call Off Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE);
  - w) reduction in water use arising from the performance of the contract, measured in litres; and
  - x) reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes. the total number of payments made by the Consultant to sub-contractors to this Call Off Contract contracts each month, and of this number, the percentage of invoices paid within each of the following categories:
    - a. Within 30 days
    - b. In 31 to 60 days
    - c. In 61 days or more
    - d. Due but not paid by the last date for payment under agreed contractual terms.

**z) Meetings**

- In addition to the meetings listed elsewhere in the Statement of Requirements and Scope, the Consultant will be required to attend the following meetings:
- Mobilisation meetings and workshops will be scheduled on contract appointment.
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- **Table 2: Project Level Meetings**

	Frequency	Detail
<b>Capex Progress Review Meeting</b>	Fortnightly	<p>The Consultant is required to attend in RIBA stages 1 to 4, along with the PMT, CMT and DTN:</p> <ul style="list-style-type: none"> <li>• Presentation of overall project tracker and cost tracker;</li> </ul>

		<ul style="list-style-type: none"> <li>• 2 month look ahead; and</li> <li>• Key risks and issues.</li> </ul>
<b>Design Team Meeting</b>	Weekly	Design Team Meetings will be held throughout RIBA stages 1 to 4 to ensure the design meets the Employer's requirements and the timeline set for the design phases. The Consultant is required to chair and minute the Design Team Meetings.
<b>Project Control Group</b>	Monthly	Presentation of the project report to DWP/Sodexo stakeholders The PMT to present the update for the project. The Consultant to attend to present the design progress during RIBA stages 1 to 4
<b>Project Working Group</b>	Weekly/fortnightly depending on project	Working Group brings includes Sodexo and key DWP stakeholders involved in the delivery of the project.  The Consultant to attend to present the design progress during RIBA stages 1 to 4.
<b>Handover</b>	One meeting per Capex project on completion of the project	The Consultant will attend site to inspect works and ensure all handover documentation as directed to complete by the PMT is completed. All documentation must be provided electronically in a form specified by the Employer (e.g. uploaded to SharePoint).

Please note that in the current climate in Covid-19, a significant number of meetings are taking place virtually using Microsoft Teams. Where physical attendance is required, the latest Government Coronavirus Guidelines will be followed, and key worker letters issued where required.

The Employer is yet to confirm working practices when the current climate in Covid-19 is no longer applicable and requirements for attending meetings in person are therefore subject to change.

Following Covid-19, the Consultant will participate at project level meetings through physical attendance, unless video conferencing is agreed by the Employer. Attendance through video

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conferencing is likely to only take place on projects which are low in both complexity and value.

**aa) Final Account and Close Out**

- The PMT is required to coordinate handover activities in accordance with the requirements set out in Annex 1: Schedule of Requirements.

The Consultant will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer.

Where input is required from the Consultant to ensure technical sign-off, the Consultant will respond within 2 working days of a request being made in writing (which will include email) by the Consultant. This is a key condition defined in Appendix F.

- The PMT will participate in handover meetings through physical attendance unless video conferencing is agreed with the Employer. The PMT will produce the minutes for these meetings and distribute them to all relevant stakeholders. The PMT will ensure will ensure handover documentation requested by the Employer is correct and complete. The timeline to close out any minor outstanding actions and snags will be agreed and monitored. Contractors will submit their final accounts by task and site to the CMT for verification, approval and sign-off. The PMT will ensure all handover documentation and supporting evidence is provided to the Employer in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

**bb) Information Management**

To assist Sodexo in adhering to ISO19650:2018, the Consultant will need to:

- Adopt the information management processes as defined by the Employer and Sodexo;
- Adopt the information security protocols defined by the Employer and Sodexo;
- Manage project information and documentation in a digital format using a Common Data Environment;
- Interface with appointed parties to receive, collate, verify, publish and issue information in accordance with the Exchange Information Requirements;

The Consultant, PMT and DTN will collate and verify information received from the Contractors (Operation & Maintenance Manuals, surveys, permits, designs, drawings, asset change forms etc.) and hold it within their document management system until the project is completed. Following project completion, this will be handed over to the Employer and Sodexo in an electronic format specified by the Employer, where the Consultant will not require any software licenses.

The Consultant has an obligation under the RM3741 Framework to assist the Employer in adhering to its Building Information Modelling (BIM) Protocol, defined in Appendix F - Form of

Call Off Contract. The Employer's BIM Protocol is designed to comply with the following parts of ISO19650:2018:

- **BS EN ISO 19650-1:** Organisation of information about construction works – Information management using building information modelling – Part 1: concepts and principles, *and*
- **BS EN ISO 19650-2:** Organisation of information about construction works – Information management using building information modelling – Part 2: Delivery phase of assets.

A BIM Information Manager and BIM Coordinator will be appointed in both the Consultant team and DTN team to work to the BIM Protocol. The Consultant is required to cooperate with and assist Sodexo and the future integrator in complying with BIM and ISO19650 parts 1 and 2.

Under the Supply Chain Integrator agreement, Sodexo is responsible for providing asset numbers. The BIM Information Manager and BIM Coordinator will consult with Sodexo to obtain asset numbers.

The Consultant is required to provide all relevant information required to complete BIM models and the asset taxonomy (included in the BIM Protocol, defined in Appendix F).

**Figure 9: Information Management Process**

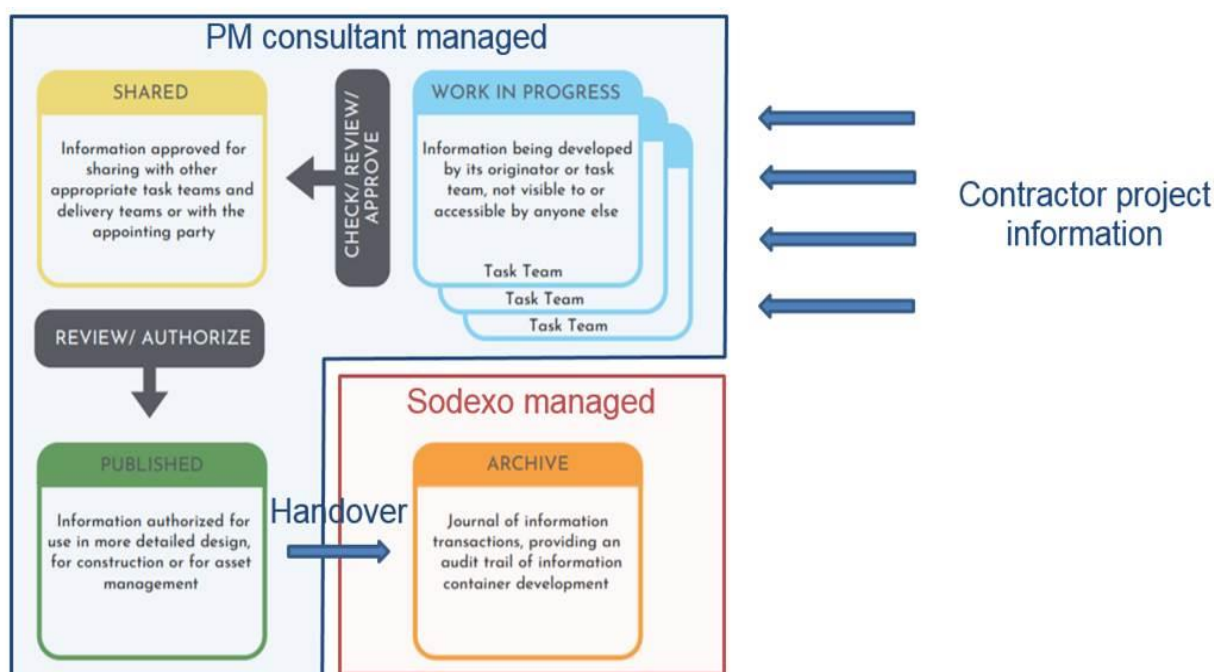


Figure 2: CDE concept as demonstrated in ISO 19650-1 Figure 10

## 27. Role Profiles / Core Competencies

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All personnel for the above positions must be professionally qualified and highly competent - having substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Employer requires that all Consultant staff employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the HM Government Baseline Personnel Security Standard. Copies of the current HM Government Baseline Personnel Security Standard can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel will need to comply with the Employer's Security Policy, defined in Appendix F - Form of Contract. The Consultant will only be expected to comply with the policies or standards that fit in with their delivery model and technologies used.

The Consultant is responsible for its own compliance with all relevant VAT legislation and guidance. Please note that under section 6 para (e) the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019, the "reverse charge" of VAT under section 55A of the Value Added Tax Act 1994 ("VATA") does not cover the supply of "the professional work of architects or surveyors, or of consultants in building, engineering, interior or exterior decoration or in the laying-out of landscape" (except where part of the single supply of construction work).

## **28. Annexes**

### **Annex 1: Schedule of Requirements**



Annex 1 - Schedule  
of Requirements.xls:

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## **Annex 2: Feasibility Report**

Feasibility studies, that is preliminary studies, may be required in the very early stage of determining the preferred strategic direction for a real estate development project. They will tend to be carried out when a project is large or complex, or where there might be a consideration of alternative sites and/or development options. The purpose of the feasibility study is to:

- Consider and evaluate viable project options.
- Identify feasible options.
- Establish the preferred option and whether the project is viable.
- Assist in the development of other project documentation such as the business case, project execution plan and strategic brief.

The scope of the feasibility study, together with the content and format of the Feasibility Report is to be as follows:

- **Executive Summary**



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- **Project Brief and Objectives**
  - **Feasibility Study Team**
  - **Proposed Site/Building Options**
    - Site/Building Overviews and Site Histories
    - Site Factors and Issues
    - Town Planning and Use Class
    - Site Ownership and Leasehold Matters
  - **Proposed Site/Building Appraisals – Options, Viability and Evaluation**
    - Building Condition (structure, fabric and building services installations. Provide condition rating comparison of buildings)
    - Environmental Issues and Deleterious Materials
    - Suitability of Building for Adaptation/Refurbishment
    - Capacity and Adaptability of Mains Services and Utilities
    - Town Planning Considerations
    - Statutory Compliance Matters and Approvals
    - Leasehold and Commercial Obligations
    - Inclusive Design and Accessibility
    - Compliance with Project Brief (including occupancy demand and functional requirements. Provide a building suitability comparison assessment of buildings being considered)
    - DWP Design Guide Compliance (detail design derogations)
    - Sustainability and Energy Performance
    - Scope of Proposed Refurbishment and Fit Out Works (summarise for each option)
    - Programme considerations (include summary activities programme for each option)
    - Cost estimation, Appraisal and Comparison of Options (cost analysis to consider discounted cash flow assessment and consideration of whole life cycle costs)
  - **Preferred Option**
  - **Key Risks and Issues (include Risk Register)**
  - **Dependencies**
  - **Summary and Conclusion**
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### **Annex 3: Building Assessment Report**

The Building Assessment Report (BAR) consists of two key components: the technical due diligence assessment of the proposed property/building and the scope of the proposed capital investment works (effectively the CAT B works).

The BAR will follow an initial space planning assessment which determines if all key requirements can be accommodated within the proposed demise.

The BAR should use the outputs of the space planning exercise as the basis of the building assessment and its suitability for the proposed use.

#### **Technical Due Diligence**

Full technical due diligence is required for each property/building to include a full site inspection and condition survey of the existing fabric, structure, finishes, building services installations, external areas, fixtures and fittings etc. Condition surveys and reports to be in accordance with recognised industry standards and guidance including RICS Technical Due Diligence of Commercial Property January 2020 and CIBSE Maintenance Engineering and Management Guide M.

The process of technical due diligence must determine, in the context of the proposed intent for the property:

- whether significant defects exist with the property/building.
- whether there are legal implications of the defects or other deficiencies such that the property does not comply with statutory obligations or if there are any illegal works present.

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- whether there are leasehold repairing obligations/liabilities.
  - whether the property is suitable for the client's intended use, and
  - whether there are any apparent life safety issues.

Where there are deficiencies with the building, estimates of the remaining life expectancy of key elements must be provided, along with information regarding the scope, risk rating, costs of repairs required, time frame and liability. Provide schedule of repairs and budget estimates to remedy the identified defects with the building structure, fabric and services. To include cyclical maintenance costs and recommended time period for repairs. Development and preparation of cost estimate to be on the basis of three point estimating and probability analysis. Cost estimate to include a fully costed risk register to accurately apportion cost to all potential risk items. Cost estimate to consider and include alternative repair/maintenance options where applicable.

The principal considerations for the technical due diligence will include the following:

- the nature of the property, the proposed development or the existing construction, age and design
- the adequacy of the structure and fabric
- the adequacy of building services
- conformity with current requirements, including statute, civil and lease obligations
- operational performance
- special client requirements (as defined at the briefing stage)
- a comparison of the standards and quality of the property with accepted/institutional benchmarks and the apparent suitability to meet the client's requirements
- main areas of concern, deficiency, defect or non-compliance
- any repairs, upgrades, replacements, further investigations or statutory inspections and
- estimated costs of remedial works or recommended actions.

The condition inspection is required to include all components of the property/building.

Areas not inspected should be clearly identified in the report, and a recommendation made for further investigation, should there be reasonable suspicion that notable defects or risks could exist. Existing records that are required to be reviewed and considered include:

- asbestos/hazardous materials register and management plan
- fire risk assessment, fire safety strategy and relevant permits
- accessibility audit
- statutory test certificates
- other relevant statutory reports and statutory compliance documentation
- PPM Schedules

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- Health and Safety file
  - Operating and Maintenance manuals
  - Energy Performance Certificate
  - Building services equipment and plant inspection records
  - Manufacturers and contractor guarantees
  - Leases, subleases, licences, rights of access, rights of way, etc.
  - Party Wall Awards

The scope of the technical due diligence is to include enquiries with the on-site FM/Operations teams and occupiers to establish if they are aware of any issues with the building and engineering services. Relevant anecdotal information gained while on site must be corroborated.

Elemental condition survey and report required for building structure and fabric, building services installations and external areas. Develop and include a matrix identifying the current condition rating of all building elements, services elements and external areas.

The elements of the external and internal building structure and fabric that are to be inspected are to include, but not limited to, the following elements:

- roofs/balconies/canopies
- rainwater goods
- walls and cladding/facades
- windows, doors and joinery
- structural frame
- substructure/basement
- floors
- internal walls, ceilings, partitions and doors, including compartmentation for fire safety
- internal and external finishes
- fixtures and fittings
- internal and external staircases and
- sanitary and welfare facilities.

The structure is to be described in detail, including type of frame (reinforced concrete, steel or timber) as applicable, a description of main supporting members from roof to foundations and how the load is transferred through the building to ground. Comment should include the effect of alterations on the structure, any movement and future risks. Each element (e.g. floors, walls, doors, etc.) is to be separately discussed in the report, including a description, current condition, suitability for anticipated use and explanatory note of the cause of any defect. Detail the current structural loading capacities of all key elements of structure.

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Building services elements to be inspected include all installations/systems comprising mechanical, electrical, fire and life safety, security, public health services, telecommunications and vertical transportation installations. Confirm the condition and capacity of all existing utility supplies to the property/building. Include to operate and witness test the working of all systems, installations, etc. Assess IT connectivity and capacity to ensure aligns with design brief requirements.

External areas are to be inspected comprising car parking, pavements, hardstanding, lighting, signage, outbuildings, boundaries, fences/walls, underground drainage, underground features, etc. External access covers, manholes, etc to be lifted and visual inspection undertaken of underground drainage, underground services, etc. Advise on the need for CCTV survey of accessible underground drainage,

A description of condition and extent of defects for relevant components may be supplemented with photographs and sketches.

A full measured survey of the internal of the building is to be undertaken.

The technical due diligence should highlight any further tests or inspections to be undertaken and enquiries to be made to statutory authorities, third parties, etc.

A description of the property is required and should include:

- property type
- general design
- principal elements of construction
- age
- floor area
- date of substantial modifications and
- historical status and current use.
- legal and title issues
- repairing obligations/liabilities

The building inspection is to include a visual inspection of the building's external structure and fabric, internal structure and fabric and external areas and boundaries. Conduct a visual inspection within raised access floor voids, suspended ceilings, roof voids, risers, etc. to ascertain condition of key elements e.g. compartmentation and firestopping.

A statutory compliance review is required to ascertain whether the building complies with legislation relevant to the use of the building. This includes accessibility, fire safety, means of escape, town planning, building regulations, etc. Report on relevant planning, heritage and highways matters that could affect the building. Conduct a fire safety assessment of the building, to include review of available compliance documentation and identify compliance concerns.

Regarding environmental and site factors, review the extent to which the building might be exposed to environmental hazards such as flooding, exposure to electromagnetic radiation, etc. Undertake a desktop search to identify potentially land contamination issues and provide a contamination risk rating. Review and report on potential noise and acoustic issues. Identify adjacent land uses and report upon potential adverse impacts to the use of the building.

Conduct a sustainability audit of the building including review of the energy performance and potential to achieve BREEAM compliance.

Regarding deleterious materials, procure an asbestos report to inspect, take samples, test samples and report on the presence of asbestos. Advise and procure other surveys required and sample

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testing for existence of items such as structural engineering review, building cladding systems, high alumina cement, calcium chloride concrete additives, concrete carbonation, etc. Questions for legal advisers must be highlighted, for example, clarification of demise, construction warranties available, etc.

### **Capital Investment Works**

Detail the brief and scope of the proposed capital investment works. Include the proposed occupancy numbers, space modelling demand and resultant functional space requirements. Provide a matrix identifying the core project design requirements and an assessment of the suitability of the proposed building to meet such requirements.

Detail the proposed design solution including the required alterations/interventions to the building. Include existing and proposed floor layout plans. Detail the scope and cost of the proposed capital investment works on an elemental basis including all relevant sub elements of the external and internal structure/fabric, building services installations/systems and external areas. Detail the extent and cost of any structural enhancement works required, replacement of building services plant/equipment, upgrading of utility supplies, etc.

Review and report on relevant statutory compliance and consent requirements, leasehold compliance matters, etc. resulting from the proposed design solution. This includes building regulations, town planning, fire safety, welfare facilities, inclusive access to and use of buildings, etc.

Detail the project's sustainability objectives and the resultant scope and cost of the proposed sustainability improvements to achieve the required BREEAM rating and Energy Performance Certificate rating.

Detail all matters of derogation from relevant DWP design standards.

Detail the scope and cost of all direct subcontract works including security, furniture, etc.

For the proposed capital investment works provide a detailed WBS programme of activities progressing through RIBA Stage 1 through Stage 7. Provide a risk register identifying all key risks and issues.

Provide a detailed elemental cost estimate of the proposed capital investment works to encompass all relevant cost items including building works, repairs, professional fees, direct subcontract works, FF&E, etc. Development and preparation of cost estimate to be on the basis of three point estimating and probability analysis. Cost estimate to include a fully costed risk register to accurately apportion cost to all potential risk items. Cost estimate to consider and include alternative options where applicable.

### **Building Assessment Report Structure**

#### **Executive Summary**

- Description and Condition Overview
- Building Suitability
- Summary of Cost
- Programme Milestones
- Key Risks and Issues
- Limitations

#### **Technical Due Diligence**

- Building Description
- Building Condition Rating Matrix
- External and Internal Building Structure and Fabric

- 
- Building Services Installations/Systems and Utilities
  - External Areas
  - Statutory Compliance
  - Environmental Matters
  - Sustainability
  - Deleterious Materials

#### **Capital Investment Works**

- Design Brief and Scope
- Occupancy and Space Requirements
- Suitability Assessment Matrix
- External and Internal Building Structure and Fabric
- Building Services Installations/Systems
- External Areas
- Statutory Compliance
- Sustainability
- Design Derogations

#### **Appendices**

- Internal and External Photographs
- Schedule of Repairs and Cost Estimate
- Cyclical Maintenance Schedule and Cost Estimate
- Lease Demise Plan
- Existing Floor Layout Plans
- Proposed Space Model
- Proposed General Arrangement Floor Plans
- Sustainability Assessment
- WBS Master Programme
- Risk Register
- Elemental Cost Estimate

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- Building and Building Services Condition Report



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#### **Annex 4: Core Disciplines - Optional and Non-Core Services**

The optional services required from Schedule 2 of the CCS Framework, in addition to the additionally listed non-core services (under core disciplines), will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The fees submitted for these services in Appendix C - Pricing Model will only be used if required. Please note that the below requirements are all subject to change.

<b>Discipline(s)</b>	<b>Ref</b>	<b>Scope of Services</b>	<b>RIBA Stages</b>	<b>Notes</b>
Architect, Lead Designer, Building Services Engineer and Structural Engineer	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.	RIBA stage 5	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model.
	7a.2	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model
	7a.3	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	RIBA stage 5	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model
	7a.4	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the	RIBA stages 5 and 6 <i>Please note that the inclusion of RIBA Stage 6 is</i>	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab

		Contracting Authority and the Contractor.	<i>an amendment from Schedule 2 of the CCS Framework.</i>	in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6.
	7a.5	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing an average of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value.
BIM Information Manager and BIM Coordinator	1a.1	Host the Common Data Environment	All RIBA Stages	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model.
	7a.1	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	RIBA stages 5 and 6 <i>Please note that the inclusion of RIBA Stage 6 is an amendment from Schedule 2 of the CCS Framework.</i>	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model. This should be based on one dispute, across both RIBA Stages 5 and 6.
	7a.2	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	RIBA stage 5	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model. This should be based on assessing an average

				of 15 and 20 Compensation Events or financial claims per project, regardless of procurement route or value.
Building Services Engineer	4a.1, 5a.1, 6a.1	Conduct any necessary negotiations with the public utility authorities relating to services, connections, sub-stations, existing services, services diversions and similar matters.	RIBA stage 2, 3 or 4 depending on procurement route.	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model.
Principal Designer	DWP1	The Principle Designer will be required to undertake ad-hoc audits of a representative sample of Contractors to ensure compliance.	RIBA stages 5 and 6	The Principal Designer day rates requested from the Potential Supplier in Appendix C - Pricing Model will be used for this requirement. The basis and frequency of Contractor site auditing will be agreed with the Consultant post-award.
Architect	DWP2	To support the Employer's BIM requirements, the Architect will be required to source the provision of a point cloud survey, in order to produce a 3D model for each project.	Expected to be RIBA stage 1	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate' tab in Appendix C - Pricing Model.
Architect	DWP3	The Architect will be required to produce and complete room data sheets for each project at RIBA stage 4, to include separate room data sheet for each room within project scope.	RIBA stage 4	The Consultant is requested to provide a percentage fee for this service within the 'Non-Core Serv. Percentage Fee' tab in Appendix C - Pricing Model.
Lead Designer	DWP4	For projects to be completed on a traditional procurement route, the Lead Designer will compile a full fabric and building services asset list at completion of RIBA stage 4. For projects to be completed on a Single Stage or Two Stage	RIBA stage 4	The Consultant is requested to provide a day rate for this service within the 'Non-Core Serv. Day Rate Fee' tab in Appendix C - Pricing Model.

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		Design and Build procurement route, the service will be requested from the Contractor as part of their O&Ms. The Consultant will be required to validate the accuracy of the list based on a 10% sample inspection.		
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## **Annex 5: Non-core Service Disciplines**

The non-core service disciplines required at what RIBA stages will be determined by the scope and complexity of each scheme, and confirmed throughout the life of the Call Off Contract through use of a task order approach, incorporated into the Call Off Contract through clause Z49 (which incorporates Option X19: Task Order from the NEC3 Professional Services Contract).

The fees submitted for these services in Appendix C - Pricing Model will only be used if required. Please note that the below requirements are all subject to change.

<b>Non-core Service Discipline</b>	<b>Description</b>
Access Surveyor	<p>Production of an access audit report, for existing or proposed premises, in accordance with the National Register of Access Consultants Code of Practice.</p> <p>The report will be used to enable the Employer to undertake its duties under The Equality Act 2010 to ensure its buildings are as accessible and usable for persons with a disability as reasonably possible.</p>
Acoustic Engineer	<p>Assist the Employer's Workplace Design Standards Team in the creation of design guides, and comment on the suitability of proposed solutions.</p>
Approved Inspector	<p>Local Authority Building Control (LABC) or registered with the Construction Industry Council Approved Inspectors Register (CICAR) to:</p> <ul style="list-style-type: none"><li>• provide advice on building regulations;</li><li>• check compliance with building regulation;</li><li>• inspect work as it progresses; and</li><li>• issue plan certificate and final certificate.</li></ul> <p>The Approved Inspector will be required across all RIBA stages.</p>
BREEAM Advisor	<p>BREEAM advisory services, including pre-assessment, assessment and monitoring during project design and construction phases to achieve the project's BREEAM objectives and desired sustainability score. This is expected to be BREEAM 'Very Good' in line with the Government Buying Standards, the Government Estate Strategy 2018 and the Government Hubs Policy.</p> <p>This service may also be required across other sites in the DWP estate (not part of Batch 3) to identify what improvement</p>

	plan would be needed to reach the BREEAM level 'Very Good.'
Chartered Building Surveyor	<p>Advisory services on many aspects of design and construction, including maintenance, repair, refurbishment and restoration of proposed and existing buildings.</p> <p>Services will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• offering quality assessments and reporting on defects (including structural faults) in all kinds of buildings;</li> <li>• identifying ways of improving defects and recommending solutions;</li> <li>• advising on the feasibility of a building project, and how much it might cost to carry out, or how suitable a building could be for a particular purpose;</li> <li>• working with other members of the design team to draw up detailed plans, and advising on whether a grant might be available; and</li> <li>• advising on relevant legislation and guidance, including building regulations.</li> </ul>
Employer Hub Technical Advisor	On the Employer's Hub projects, the Employer may require technical review and validation of third party designs from both an architectural and mechanical and electrical basis.
Environmental Advisor	<p>The Environmental Advisor will be responsible for ensuring that projects comply with all relevant environmental regulations and deliver on the Greening Government Commitments (GGCs). This will include relevant environmental targets set out at the beginning of the project.</p> <p>The Environmental Adviser should also be a strong advocate of:</p> <ul style="list-style-type: none"> <li>- The DWP design standards document, in particular its sections dealing with sustainability; and</li> <li>- The DWP estates carbon and water management and sustainability management plans.</li> <li>•</li> </ul> <p>The Advisor will:</p> <ul style="list-style-type: none"> <li>• assist in delivering the project in a sustainable manner, ensuring that all efforts are made to integrate environmental methods within the project from the beginning. For example, in encouraging the use of renewable energy generation/supply or innovative</li> </ul>

	<p>practises such as rain water harvesting and together with the BREEAM Assessor, considering green travel and accessibility to site for public transport;</p> <ul style="list-style-type: none"> <li>• ensure that waste management areas are adequately positioned and sized, to manage waste produced on site; and</li> <li>• work closely with the Planning Advisor to assess the site feasibility in terms of contaminated land, flooding, light pollution and biodiversity. If necessary, the Advisor will provide remedial advice or methods to reduce any environmental impacts. In extreme circumstances, a site could be deemed unsuitable based on environmental considerations.</li> </ul>
Fire and Sprinkler Specialist	<p>Advisory and design services relating to fire safety measures and suppression systems (water, gas etc.).</p> <p>Services will ensure the Employer can protect life, property and the wider environment from risk of fire and to help ensure that projects meet industry codes and legislative requirements. The Fire and Sprinkler Specialist will also ensure a building can be evacuated safely in the event of a fire and has measures in place to prevent fire spreading.</p>
Furniture Schedule Services	<p>From an agreed layout, the Consultant will be responsible for working with the Employer, including different stakeholder groups such as the Employer's Workplace Design Standards Team, the specific project team and differing business areas which own existing furniture which they intend to re-use, as well as the Employer's suppliers of furniture to develop and complete the furniture schedule for each project. On completion of an agreed schedule, which should also note any quantities of furniture being re-used from different Employer stakeholder groups, orders for the furniture will be placed by the Employer.</p> <p>The Consultant will be expected to work with the Employer's suppliers of furniture to provide project site plans and layouts which are aligned to agreed furniture designs and specifications. Consultants are expected to utilise furniture suppliers' furniture designs where available, which shall be provided in the following formats:</p> <ul style="list-style-type: none"> <li>• as AutoCAD blocks;</li> <li>• in dwg format; and</li> <li>• in a 3D format that can be read and edited by the software Revit.</li> </ul>



	The Consultant will be responsible for ensuring any amendments in the furniture suppliers' 'space plans' are actioned appropriately with all relevant stakeholders, whilst liaising with other suppliers to the Employer to ensure a co-ordinated approach to the final design.
Landscape Architect	Design services, including planning the locations of buildings, roads, walkways, flowers, shrubs, and trees within these environments.
Move Management/Divestment Services	<p>Services include:</p> <ul style="list-style-type: none"> <li>• the scoping the size of clearance works and dilapidations;</li> <li>• coordination of Contractors and tower suppliers such as G4S and Interserve; and</li> <li>• the development of a move plan to the satisfaction of the Employer.</li> <li>•</li> </ul>
Planning Advisor	<p>Planning advisory services, including the preparation and submission of planning applications to gain consent and/or discharge conditions, as well as appeals against refusal of planning permission.</p> <p>Services will include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• contributing to the assessment of potential development sites;</li> <li>• advising on the likelihood of and preparation of environmental impact assessments;</li> <li>• assisting in the development of development masterplans;</li> <li>• providing an independent view of development proposals;</li> <li>• providing advice on how and when to seek planning permission;</li> <li>• preparing and submitting planning applications;</li> <li>• carrying out negotiations and building relationships with the local planning authority, local community and other stakeholders;</li> <li>• making representations to planning committees and public inquiries;</li> <li>• advising on planning appeals;</li> <li>• advising on local planning policy;</li> </ul>

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	<ul style="list-style-type: none"><li>• assisting with urban design;</li><li>• undertaking specialist research;</li><li>• advising on issues related to transport traffic and infrastructure; and</li><li>• advising on neighborhood planning issues.</li></ul>
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