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**SERVICE DELIVERY
AGREEMENT**

**(NEC PROFESSIONAL SERVICES CONTRACT)**

This is a Service Delivery Agreement as defined in the Framework Agreement made between Scape Procure Limited (1) and Perfect Circle JV Ltd (2) dated 29th January 2021 (the ‘Agreement’). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

|  |  |
| --- | --- |
| THIS AGREEMENT is made on | 10/8/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
| BETWEEN1. the *Client* |  |  |  |
| Defence Infrastructure Organisation | 2. the*Consultant* | Perfect Circle JV Ltd |
|  |  |  |

of whose registered office is

|  |  |  |  |
| --- | --- | --- | --- |
| Address for communications | Ladysmith Field Gun Path,Whittington,Lichfield,WS14 9PY | Address for communications | Halford House Charles Street LeicesterLE1 1HA |
|  |  |  |

Telephone ***Redacted***

***Redacted***

Telephone

|  |  |  |
| --- | --- | --- |
| Address for electroniccommunications | Address for electronic***Redacted*** communications |  |
| **Redacted**  |

|  |  |
| --- | --- |
| FOR THE SERVICES OF | Project Management & Decarbonisation |

Commission Name Commission No.

|  |  |  |
| --- | --- | --- |
| DIO IO NZ EMPs 2023 to 2024 |  | 5475 |

| 1 | SCAPE Consultancy framework Service Delivery Agreement Rev 3 25-02-2021

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|  |
| --- |
| **Introduction**NEC Professional Services Contract – Option A or CThis Model Delivery Agreement incorporates the NEC 4th edition Professional Services Contract June 2017 (the N**EC Professional Services Contract**) with January 2019 and October 2020 Amendments.Any subsequent amendments to the NEC Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with SCAPE.The following rules apply to the incorporation of clauses into a Delivery Agreement:1. The contract clauses are varied by the incorporation of option clauses, or a Z clause.
2. The Client has sole discretion to the choice of Contract Option and Secondary options as noted above

**Whereas:**This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Consultant (the ‘Framework Agreement’) and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.When using this Delivery Agreement, the Partner (as stated in the Framework Agreement) is the party named as ‘consultant’.**IT IS AGREED** as follows:1. **The *Consultant’s* Obligations**

The Consultant provides the services and complies with his obligations, acting as the Consultant in accordance with the conditions of contract set out in the Contract Data herein.1. **The *Client’s* Obligations**

The Client pays the amount of money and complies with its obligations in accordance with the conditions. |

| 2 | SCAPE Consultancy Framework Service Delivery Agreement Rev 4 01-04-2021

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**The *Consultant’s* Offer and *Client’s* Acceptance**

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

|  |  |  |
| --- | --- | --- |
| **The offered total of the Prices is** | **£** 222,044.18 | *Leave blank if time charges are to be applied* |

**Contract Data and Service Information**

**Information provided by the Parties**

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

**The Main Contract Data must be completed in full and uploaded using ONLY the standard template provided by Scape’.**

|  |  |
| --- | --- |
| **Main Contract Data:**General Project Information,Clauses Applicable to Main Options and Secondary options where applicable,Data Pertaining to Optional (X) Clauses,Y Clauses and Z Clauses where applicable.Contract Data Provided by the Client:Contract Data Provided by the Consultant: |  |
|  |
|  |

**Additional Contract Data provided by the parties.**

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

**Ref Item Description Attach**

001



**Continues**

Service Request Proposal



| 3 | SCAPE Consultancy Framework Service Delivery Agreement Rev 4 01-04-2021

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**Contract Data and Service Information**



**Additional Contract Data provided by the parties.**

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

**Ref Item Description Attach**



| 4 | SCAPE Consultancy Framework Service Delivery Agreement Rev 4 01-04-2021

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[*The execution details for the Client below are an example intended for use with DocuSign and may be amended by the Client to suit their normal practice, if required. If the Client chooses to sign the Agreement on paper, only this page should be returned by upload using the DocuSign Print and Sign function*]

Executed as a simple contact (under hand) for and on behalf of )

Defence Infrastructure Organisation )

by )

|  |  |  |
| --- | --- | --- |
| ***Redacted*** |  | 10/8/2023 |
|  |  |

Authorised Signatory
***Redacted***

Full name

***Redacted***

Position/title

Executed as a simple contract (under hand) for and on behalf of )

X **Perfect Circle JV Ltd** )

by )

OR Authorised Signatory

Executed as a simple contract (under hand) by ***Redacted*** as attorney for

**Perfect Circle JV Ltd** Full name

under a power of attorney

dated ***Redacted***

Position/title

***Redacted***

9/8/2023

| 5 | SCAPE Consultancy Framework Service Delivery Agreement Rev 4 01-04-2021

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**Contract Data: Part One – Data provided by the *Client***

**1. General**

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Services Contract June 2017 with January 2019 and October 2020 amendments.

|  |  |  |  |
| --- | --- | --- | --- |
| Main Option | **A** | Option for resolving and avoiding disputes | W2 |

Secondary Options ‘[ ]’ may apply

The *service* is

The *Client* is

X1, X2, X9, X11, X18, Y(UK)2, Y(UK)3 &
Z

**Project Management & Decarbonisation**

**Defence Infrastructure Organisation**

**Ladysmith Field Gun Path, Whittington, Lichfield, WS14 9PY**

***Redacted***

***Redacted***

|  |
| --- |
| ***Redacted*** |
| **Ladysmith Field Gun Path, Whittington, Lichfield, WS14 9PY** |
| ***Redacted*** |
| ***Redacted*** |

**The Service Request Form annexed to this contract**

**English**

**England and Wales**

Name

Address for communications

Telephone

Address for electronic communications

The *Service Manager* 1is

Name

Address for communications

Telephone

Address for electronic communications

The Scope is in

The *language* of this contract is

The *law* of this contract is law of

1 The Service Manager is not the Lead Partner. This is the Project Manager appointed by the Client to manage this Delivery Agreement on its behalf.

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | **2 weeks** | except that |
|  The *period for reply* for | **N/A** | is | **N/A** |
|  The *period for reply* for | **N/A** | is | **N/A** |

|  |  |  |  |
| --- | --- | --- | --- |
| The *period for retention* is |   | **6** | years following Completion or earlier termination |
| Optional clause | 13.10 | – electronic | communication **does**  apply2. |

The following matters will be included in the Early Warning Register

**N/A**

|  |  |
| --- | --- |
| Early warning meetings are to be held at intervals no longer than | **monthly** |

1. **The *Consultant’s* Main Responsibilities**

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

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

***condition* to be met *key date***

(1) **None**

|  |  |
| --- | --- |
| **If Option A is used** The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than | **5 weeks** |

1. **Time**

|  |  |
| --- | --- |
| The *starting date* is | **14/08/2023** |

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

***access access date***

|  |  |  |  |
| --- | --- | --- | --- |
| 1.
 | **access to relevant areas of the building/project** |  | **14/08/2023** |
| 1.
 | **all available record information, including statutory approvals, consents, drawings, reports and maintenance information** |  | **14/08/2023** |

|  |  |
| --- | --- |
| The *Consultant* submits revised programmes at intervals no longer | **than monthly, unless there are no changes to the latest submitted programme** |
|  |  |  |
| The *completion date* for the whole of the *services* is | **28/03/2024** |
|  |  |  |
| 2 See additional conditions of contract below. |  |

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

|  |  |  |
| --- | --- | --- |
| **If the *Client* has decided the completion date for the whole of the *services*** |  |  |
| **If no programme is identified in part two of the Contract Data** | The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is | **2 weeks** |
|  |  |

|  |  |
| --- | --- |
| 1. **Quality Management**
 |   |
|   | The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan programme for acceptanceThe period between the Completion of the whole of the *service* and the *defects date is* |   |
| **2 weeks** |
|   |
| **52 weeks** |
|   |
| 1. **Payment**
 |   |   |
| If the *Client* states any *expenses* | The *currency* of the contract is the The *assessment interval*The *expenses* stated by the *Client* are **item** |   |
| **pound sterling** |
|   |
| **monthly** |
| **amount** |
| **None** | **None** |
|   | % per annum (not less than 2) above the |
| The *interest rate* is 3 |
| base | rate of the Bank of England | bank |

1. **Compensation Events**

|  |  |
| --- | --- |
| If there are additional compensation events | These are the additional compensation events **N/A** |

**8. Liabilities and insurance**

If there are additional *Client’s* liabilities

These are the additional *Client’s* liabilities

(1) **None**

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 4

|  |  |  |
| --- | --- | --- |
| **EVENT** | **MINIMUM AMOUNT OF COVER** | **PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICES* OR EARLIER TERMINATION** |
| The *Consultant’s* failure to use the skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the *service* | **£5,000,000**in respect of each and every claim, or series of claims arising out of the same original cause or source, with lower annual and/or annual aggregate limits of cover in respect of claims relating to pollution, contamination and similar where such limited cover is the norm | **6 years** |
| Loss of or damage to property and liability to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service | **£10,000,000** on an ‘each and every claim’ basis without limit to the number of claims | **6 years** |
| Death or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract | The greater of the amount required by the applicable law and **£10,000,000** on an ‘each and every claim’ basis without limit to the number of claims | **6 years** |

**If the *Client* is to provide any of the insurance stated in the Insurance Table**

The *Client* provides the following insurances from the Insurance Table

1. **Insurance against Not applicable**

**Minimum amount of cover is The deductibles are**

1. **Insurance against**

**Minimum amount of cover is The deductibles are**

The *Client* provides these additional insurances

**(1) Insurance against** Insurance for all existing buildings and property existing

within the Site or at the sole discretion of the *Client* he may elect to ‘self-insure’ such existing buildings and property and in doing so accepts all the *Client’s* associated risks arising out of or in relation to such ‘self-insurance’. In accordance with a *Client’s* decision to ‘self-insure’ they do not accept any additional insurance premium/cost from the *Consultant.*

**Minimum amount of cover is**

**If additional insurance is to be provided**

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

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**None**

|  |  |  |
| --- | --- | --- |
| **Minimum amount of cover is The deductibles are (2) Insurance against Minimum amount of cover is The deductibles are** |  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |  |
| The *Consultant’s* total liability to the *Client* for all matters arising under or in connection with this contract, other than the excluded matters is limited to: | **£5,000,000.00 in the aggregate** |

Within the total liability limit identified above, the *Consultant’s* liability to the *Client* for the provision of the following low risk, low value Services arising under or in connection with this contract is limited to:

**The deductibles are**

**(2) Insurance against**

**Minimum amount of cover is The deductibles are**

The *Consultant* provides these additional insurances

**(1) Insurance against**

**N/A at Service Request stage.**

and such other low risk, low value Services that are instructed by the Client as Compensation Events

The amount and basis of professional indemnity insurance provided by the Subconsultant(s).

**Resolving and avoiding disputes**

|  |  |
| --- | --- |
| The *tribunal* is | **the Courts of England and Wales** |

**If Option W1 or 2** The *Senior Representatives* of the *Client* are
**is used**

**Name & Title (1)**

**Address for communications**

**Address for electronic communications**

The *Adjudicator* is

Name

***Redacted***

**Room 1202-1221 Kentigern House, 65 Brown Street, Glasgow, G2 8EX**

***Redacted***

**Not named**

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

|  |  |
| --- | --- |
| Address for communication | **N/A** |
| Telephone | **N/A** |
| Address for electronic communications | **N/A** |

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is | **the Royal Institution of Chartered Surveyors** |

**X1 Price Adjustment for Inflation (used only with Options A and C)**

If Option X1 is used

. The *index* is the Framework index: the BCIS Labour Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

. The *base date* for indices is **5th January3**

**X2 Changes in the Law**

If Option X2 is The *law of the project* is the law of England and Wales
used

**X18 Limitation of liability**

|  |  |  |
| --- | --- | --- |
| If Option X18 is used | The *Consultant’s* liability to the *Client* for indirect or consequential loss for all matters other than Cladding Claims is limited to: | **£5,000,000**The *Consultant’s* liability to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded4. |
| The *Consultant’s* liability to the *Client* for Defects that are not found until after the *defects date* is limited to | **£5,000,000** |

The *end of liability date* is **six (6)** years after Completion of the whole of the services

**Y(UK)2 Housing Grants, Construction and Regeneration Act 1996**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due | The period for payment is | 7 | days after the date on which payment becomes due i.e.The total period for payment after receipt of invoice is 21 days5  |
|  |  |  |

**Y(UK)3 The Contracts (Rights of Third Parties) Act 1999**

3 This is the latest anniversary of the Framework Effective Date (5th January 2021), prior to the *Contract Date*.

4 The *Consultant* is not liable to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

5 Perfect Circle has made a commitment to pay its Supply Chain within 19 days. As a consequence, the *Client* ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms.

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

|  |  |
| --- | --- |
| If Y(UK)3 is used | term *beneficiary***None *None*** |
|  |  |

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**Z: The additional conditions of contract are:**

The *additional conditions of contract* are

**1. General**

 11.2 (2) Insert a further bullet point:

* ‘Provided or procured all X8 Undertakings which the *Consultant* is obliged under this contract to provide or procure’

**The following clauses apply to Option A Delivery Agreements only**

 11.2(16) At the end of the sentence add:
‘less Disallowed Cost.’

 11.2(18) Insert a new clause 11.2(18):
‘Disallowed Cost is cost which;

* is included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
* is not justified by the *Consultant’s* accounts and records,
* should not have been paid to the Subcontractor or supplier in accordance with its contract,
* was incurred only because the *Consultant* did not;

- follow an acceptance or procurement procedure stated in the Scope,

- give an early warning which the contract required it to give or

- give notification to the *Service Manager* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,

and the cost of

* activities included under the Client Proposed Appointment Charge of the Framework Agreement,
* correcting Defects after Completion,
* correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
* resources not used to Provide the Service (after allowing for reasonable availability and utilisation), and
* preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.’

 11.2(24) Insert a new clause 11.2(24):

“Framework Agreement’ is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021. Terms defined in the Framework Agreement have the same meanings in this Contract unless a contrary intention is apparent.’

 11.2(25) Insert a new clause 11.2(25):

‘Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.’

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

 11.2 (26) Insert a new clause 11.2(26):

‘Data Protection Legislation means:

1. the UK GDPR (as that term is defined in the Data Protection Act 2018) and any applicable national implementing laws as amended from time to time; and
2. all applicable law about the processing of personal data and privacy.’

 11.2 (27) Insert a new clause 11.2(27):

‘Data Subject has the meaning given to it in the Data Protection Legislation.’

 11.2 (28) Insert a new clause 11.2(28):

‘Personal Data has the meaning given to it in the Data Protection Legislation.’

 11.2 (29) Insert a new clause 11.2(29):

‘Cladding Claim shall mean any claim in respect of:

The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.’

 12.4 Insert at the end:

‘provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to ‘Scape’ were to ‘*the Client*’ and references to the ‘Agreement’ were to ‘the *contract*.’

 12.5 Insert a new clause 12.5:

‘A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.’

 13.10 Insert a new clause, 13.10:

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

* Any notification of a wish to terminate this contract or the employment of the *Consultant* under it;
* Any notification by the *Consultant* of his intention to suspend performance of his obligations under this contract;
* Any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
* Any agreement between the parties amending the provisions of this contract.’ *(Z clause 13.10 may be deleted at the Client’s sole discretion).*

 14.1 Add after the final sentence:

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

‘Notwithstanding any other provision of this contract, the terms ‘acceptance’, ‘approval’ or similar when used in the context of any acceptance or approval to be given by or on behalf of the *Service Manager* has the meaning ‘acceptance of general principles only’ and no such acceptance or approval shall diminish or relieve the *Consultant* from any of the *Consultant’s* obligations or liabilities under this contract.’

19. Insert a new Clause 19:

**Data Protection**

19.1. ‘Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party’s obligations under the Data Protection Legislation. It is agreed that:

19.2. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19.3. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:

19.3.1. Process that Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;

19.3.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client* , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.3.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.3.4. Not transfer any Personal Data outside of the European Economic Area;

19.3.5. Assist the *Client*, at the *Consultant’s* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.3.6. Notify the *Client* without undue delay on becoming aware of a Personal Data breach;

19.3.7. At the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and

19.3.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Client* or the *Client’s* designated auditor.

19.4. The *Client* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.’

**2. The *Consultant’s* main responsibilities**

20.2 Delete and replace with:

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

‘The *Consultant’s* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service.*’

 20.6 Insert a new clause 20.6:

‘The *Consultant* checks the Scope provided by the *Client* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Client’s* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Client’s* Scope will prevail.’

 20.7 Insert a new clause 20.7:

‘The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements (‘Laws’) and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.’

 23.5 Insert a new clause 23.5:

‘The *Consultant*, in relation to any subletting of any portion of the *service*:

* Procures that the relevant subcontract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract and, without limitation, steps down the obligation to use the degree of skill, care and diligence specified in this contract and that requires Undertakings (collateral warranties) in favour of the *Client* to be provided in the forms specified in the Framework Agreement and with any amendments as permitted by the Framework Agreement;
* Procures that all relevant subcontracts shall be executed and delivered as a deed;
* Warrants each Subcontractor’s compliance with this contract’s Modern Slavery Act requirements;
* Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations; and
* Provides to the *Service Manager* a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the *Consultant* to disclose them).

The *Consultant* does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.’

 23.6 Insert a new clause, 23.6:

‘The *Consultant* includes in any subcontract awarded by him provisions requiring that:

* payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the *Consultant* to make earlier payment to the Subcontractor;
* Invoices for payment submitted by the Subcontractor are considered and verified by the *Consultant* in a timely fashion;
* Undue delay in considering and verifying invoices is not sufficient justification for falling to regard an invoice as valid and undisputed; and
* Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.’

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 11

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

27 Insert a new clause 27:

‘The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Client’s* contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the *Service Manager* the *collateral warranty agreement* in favour of the *Client*, but with such amendments as the *Consultant, Client* and *Client’s* contractor may agree, such agreement not to be unreasonably withheld or delayed.’

**5. Payment**

 51.6 Insert a new clause 51.6:

‘In addition to any other legal rights and remedies of the *Client*, with the exception of when the *Consultant* is novated to a contractor under the *conditions of contract*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Service Manager* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.’

 53.3 In the first line replace the word ‘contact’ with

‘contract’

**6 Compensation events**

**The following amendment applies to Option A Delivery Agreements only**

63.13 After the first sentence add:

‘Unless the *Service Manager* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted *‘*People Rates with expenses’ for the applicable role and seniority stated in the relevant table of the Framework Commercial Model.’

**8 Liabilities and insurance**

83.3 delete the words ‘and care normally used by professionals’ in the first insurance of the Insurance Table and

replace with:

‘, care and diligence normally used by competent and appropriately qualified professionals experienced in’

**9 Termination**

91.9 Insert a new clause 91.9:

**The Public Contracts Regulations 2015**

‘The *Client* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

If the *Client* terminates under the provisions of regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations (R11).

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

If the *Client* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the termination procedure followed is P1 and the amounts due on termination are A1 and A3.’

**Z1.0 Secondary Option Clause amendments**

**OPTION X1: Price adjustment for inflation**

 X1.1 Defined Terms

Delete clause and replace with the following:

1. The **People Rates Prices** are those lump sum prices for each of the activities on the Activity Schedule that are derived from the People Rates (or alternative rates agreed for inclusion during the establishment of the Prices).
2. The **Price Adjustment Factor (PAF)** at each anniversary of the Framework Effective Date, 5th January 2021, is equal to (L-B)/B where L is the latest value of the Framework index and B is the value of the Framework index applicable at the *base date*.
3. The **Annual Price Adjustment Amount** is the amount for price adjustment for the upcoming year, calculated at each Framework anniversary by applying the PAF to the contracted remaining value for the People Rates Prices for the upcoming year.

 X1.2 Price Adjustment Factor

Delete clause.

 X1.3 Price adjustment Option A

Delete clause and replace with the following:

Only the People Rates Prices will be subject to price adjustment. The Annual Price Adjustment Amount will be apportioned as applicable throughout the year, to amounts due for the People Rates Prices.

Each amount due for services related to the People Rates Prices following a Framework anniversary includes an amount for price adjustment which is the sum of

* the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the PAF calculated at the latest Framework anniversary and
* the amount for price adjustment included in the previous amount due.

The *PSC fee percentage* and fixed fees paid to Subconsultants (derived from \*external rates6 - identified as External Consultancy) are not subject to price adjustment.

 X1.4 Price adjustment Option C

Delete clause.

 X1.5 Compensation Events

Delete clause and replace with the following;

6 \*External Rates = Fixed fees established via a Client Proposed Organisation (CPO), Competitive Tender (CT), Benchmarking (BM) or a Client Preferred Supplier CPS)

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 13

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

Any quotations for compensation events notified during the upcoming year will apply the latest Framework rates and therefore the Prices for these activities will be excluded from the price adjustment calculations during that year.

X1.6 *Expenses* adjustment

Delete clause.

**Z2.0 People Rates**

**Insert new clause Z2.0: People Rates**

 Z2.1 The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions

of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events will apply the latest People Rates*.*

 **Z3.0 DEFCON Conditions**

Annex 2 which includes DEFCON conditions shall be incorporated into this Delivery Agreement. To the extent the contents (including, but limited to the clauses, terms and conditions, obligations and liabilities) of Annex 2 contradict any similar contents of this Delivery Agreement, then Annex 2 shall prevail.

Please note, in Annex 2, the “Authority” shall mean the “*Client*” and the “Contractor” shall mean the “*Consultant*” in accordance with the SCAPE Consultancy Framework terminology.

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 14

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**Contract Data: Part Two – Data provided by the *Consultant***

**1. General**

The *Consultant* is
Name

Address for communications

Telephone

Mobile

Address for electronic

communications

**Perfect Circle JV Ltd**

**Halford House, Charles Street, Leicester, LE1 1HA**

***Redacted***

***Redacted***

***Redacted***

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is | **4.4** | % |

The *key persons* are Name (1)

Job

Responsibilities

The Lead Partner is

***Redacted***

***Redacted***

***Redacted***

**Pick Everard**

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 15

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

1. **Payment**

|  |  |
| --- | --- |
| **If the *Consultant* states any *expenses*** | The *expenses* stated by the *Consultant* are**Item amount** |

|  |  |  |
| --- | --- | --- |
| **None** |  | **None** |
|  |  |  |  |
|  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **If Option A or C is used** | The *activity schedule* is | **In the Service Request Form annexed to this contract** |
|  |  |  |
|  | The tendered total of the Prices is | **£222,044.18 + VAT** |

**A detailed breakdown of the Prices and an invoice drawdown schedule is provided in the Service Request Form annexed to this contract.**

1. **Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

|  |  |  |
| --- | --- | --- |
| Lead Partner | ***Redacted*** |  |
| Address for communications | **Halford House, Charles Street, Leicester, LE1 1HA** |  |
| Telephone | ***Redacted*** |  |
| Address for electronic communications | ***Redacted*** |  |
|  |  |  |
| Perfect Circle JV Ltd | ***Redacted*** |  |
| Address for communications | **Halford House, Charles Street, Leicester, LE1 1HA** |  |
| Telephone | ***Redacted*** |  |
| Address for electronic communications | ***Redacted*** |  |

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**4. Data for the Short Schedule of Cost Components (used only with Option A)**

The *people rates* are

***Redacted***

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 17

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**Annex 1 – Service Request Form**

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Service Delivery Agreement

NEC Professional Services Contract – Option A

**Main Contract Data**

**Annex 2**

**DEFCONS, General Conditions and Supplementary Conditions**

The following DEFCONS, General Conditions and Supplementary Conditions are additional conditions of contract and take precedence over any other amendments to the conditions of contract. DEFCONS not listed below shall not be considered additional contract conditions by reference in the listed DEFCONS.

**DEFCONs**

**DEFCON 76 (Edn 06/21)** ‐ **Contractor’s Personnel at Government Establishments (7 pages)**

**DEFCON 82 (Edn 06/21)** ‐ **Special Procedures for Initial Spares (7 pages)**

**DEFCON 501 (Edn 10/21)** ‐ **Definitions and Interpretations (3 pages)**

**DEFCON 513 (Edn 07/21)** ‐ **Value Added Tax (2 pages)**

**DEFCON 514 (Edn 08/15)** ‐ **Material Breach (1 page)**

**DEFCON 516 ( Edn 04/12)** ‐ **Equality (1 page)**

**DEFCON 518 (Edn 02/17)** ‐ **Transfer (1 page)**

**DEFCON 522 (Edn 11/17)** - **Payment and Recovery of Sums Due (1 page)**

**DEFCON 526 (Edn 08/02)** ‐ **Notices (2 pages)**

**DEFCON 527 (Edn 09/97)** ‐ **Waiver (1 page)**

**DEFCON 528 (Edn 07/21)** ‐ **Import and Export Licenses (5 pages)**

**DEFCON 529 (Edn 09/97)** ‐ **Law (English) (1 page)**

**DEFCON 531 (Edn 09/21)** ‐ **Disclosure of Information (3 pages)**

**DEFCON 532B (Edn 09/21)** ‐ **Protection of Personal Data (1 page)**

**DEFCON 537 (Edn 06/02)** ‐ **Rights of Third Parties (1 page)**

**DEFCON 538 (Edn 06/02)** ‐ **Severability (1 page)**

**DEFCON 539 (Edn 08/13)** ‐ **Transparency (1 page)**

**DEFCON 550 (Edn 02/14)** ‐ **Child Labour and Employment Law (1 page)**

**DEFCON 602A (Edn 12/17)** - **Quality Assurance (With Quality Plan) (1 page)**

**DEFCON 604 (Edn 06/14)** - **Progress Reports (1 page)**

**DEFCON 608 (Edn 07/21)** - **Access and Facilities to Be Provided by the Contractor (1 page)**

**DEFCON 621B (Edn 10/04)** - **Transport (If Contractor Is Responsible for Transport) (1 page)**

**DEFCON 624 (Edn 11/13)** - **Use of Asbestos (2 pages)**

**DEFCON 642 (Edn 07/21)** - **Progress Meetings (1 page)**

**DEFCON 649 (Edn 12/16)** - **Vesting (2 pages)**

**DEFCON 658 (Edn 09/21)** - **Cyber (16 pages)**

**DEFCON 660 (Edn 12/15)** - **Official-Sensitive Security Requirements (1 page)**

**DEFCON 691 (Edn 03/15)** - **Timber and Wood-Derived Products (3 pages)**

**GENERAL CONDITIONS (3 pages)1
SUPPLEMENTARY CONDITIONS2**

**Number Description**

**001** - **Entry to USAF Bases (by site, 11 pages)3**

**002** - **Stoppages arising from Security Measures (by site, 6 pages)4**

**022** - **Occupation of Government Premises (1 Page)5**

**RAF Menwith Hill ONLY:**

**Security Supplementary Condition formerly 009 (9 pages)6**

1-5 Applies to all USVF bases

6 Applies to RAF Menwith Hill only

Scape Consultancy Framework - Built Environment – Lot 1 – USVF 19

|  |  |
| --- | --- |
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|  | Service Delivery AgreementNEC Professional Services Contract – Option A**Appendix 1** |

Scape Consultancy Framework - Built Environment Rev J 20

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|  |
| --- |
|  |
| **SERVICE REQUEST FORM**This is a Service Request as defined in the Framework Agreement made between Scape Procure Limited (1) and the Perfect Circle JV Ltd (2) dated 29th January 2021 (the ‘Agreement’). Except where the context otherwise requires, all terms defined in the Agreement shall have the same meaning in this Service Request.**GUIDANCE**The Service Request is used to identify the service(s) the Client requires. This form is only contractually binding once the Delivery Agreement has been executed and therefore does not require a signature but acknowledgment only at this stage.The Service Request should be completed **at the earliest opportunity during pre-engagement activity**, and through one or more discussions between the Client and the Partner **together**.At the end of pre-engagement activities, the Partner is required to issue a proposal to the Client setting out how they intend to deliver the service required. This will form the basis of the Delivery Agreement (call off contract).Scape supports digitisation and lean working pratices. As such Scape welcomes the use of Partner’s systems to produce the attached Service Request Proposal.The Service Request Proposal includes the following:• The service needed by the Client and their desired approach to delivery;* Any further pre-engagement activity required to be undertaken (by each party) to enable the Partner to put forward their proposal and price (Tendered Total);
* Identifies the Client’s key value drivers, (including social value and value for money priorities) combined with a comprehensive delivery proposal;

• Sets out the outputs that should have been achieved by the conclusion of the pre-engagement stage. |

| 1 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 9 03-10-2022

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20/7/2023

This Service Request was Acknowledged on::

**THE PARTIES**

The Client

**COMMISSION SUMMARY**

Commission Number/Reference Commission Name

5475

Client estimated budget for Commission

222044.18

05/06/2023

28/03/2024

**SERVICE REQUEST FORM**

Defence Infrastructure Organisation

Address

Ladysmith Field Gun Path

Whittington

Lichfield

WS14 9PY

The Partner

Perfect Circle JV Limited

Address

Halford House
Charles Street
Leicester

LE1 1HA

Client contact name

***Redacted***

Address for electronic communications

***Redacted***

Telephone

***Redacted***

DIO IO NZ EMPs 2023 to 2024

Client anticipated start for Commission Client anticipated end for Commission

| 2 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 9 03-10-2022

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**COMMISSION DETAILS**

*Supplied using the Partner’s information systems* **Attach**

The Service Request is attached here.

**SUPPORTING INFORMATION**

Please upload and append any additional supporting information about the commission here.

**Ref Item Description Attach**





Scope of Service

002

003

Activity Schedule

| 3 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 9 03-10-2022

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Please select the Approve button below to acknowledge that this Service Request represents an accurate record of pre-engagement discussions, and that you would like the Consultant to proceed with producing a Delivery Agreement based on the proposals contain herein.

Approved by
Client name

***Redacted***

Address for electronic communications

***Redacted***

The Approve button is a DocuSign field that won’t show on the completed form however the date field on the first page will show the date the form was acknowledged once the approve button has been selected. You can view the full audit history in the summary sheet within DocuSign.

| 4 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 9 03-10-2022

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Service Request Proposal

Further to recent discussions, please find below a Service Request as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021. This Service Request Proposal is formed of 4 parts:

Part A: Outline Service Requirements, which captures your service needs and desired approach,

Part B: Pre-Engagement Activity Checklist, identifying any activities required to enable our proposal and price to be presented,

Part C: Detailed Service Requirements, identifying your key value drivers, inc. Social Value and measures of Vf M captured within our comprehensive service delivery proposal,

Part D: Statement of Key Outputs, setting out the deliverables from the pre-engagement stage.

If you are satisfied that this Service Request represents an accurate record of our pre-engagement discussions, and you would like Perfect Circle to proceed with producing a Delivery Agreement based on this proposal, we should be grateful if you would provide your confirmation.

Perfect Circle is a company jointly owned by Pick Everard, Gleeds and AECOM. Our offer is unique in framework experience, with an unrivalled record of teams providing excellence through collaboration. We deliver with an extensive national supply chain formed of SMEs, micro businesses and larger consultancies, ensuring we provide performance managed services through local businesses. Forming an integrated team across Perfect Circle and our approved suppliers allows the broadest project scope to be offered with value for money through one simple and effective contract, providing maximum efficiencies and contributions to economic, environmental and social benefits to achieve the greatest levels of social value.

Part A - Outline Service Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| Client Name | Defence Infrastructure Organisation |   |   |
| Commission No. | 5475 | Commission Name (Title) | DIO IO NZ EMPs 2023 to 2024 |
| Commission Description | DIO IO NZ EMPs 2023 to 2024 | Commission Postcode | GU11 2HA |
| Client Contact Name | ***Redacted*** | Client Contact Email | ***Redacted*** |
| Client Contact Position |   | Client Contact Telephone Number |   |
| Lead Partner - Company Name | Pick Everard | Commission Lead Contact Name | ***Redacted*** |
| Commission Lead Contact Email | ***Redacted*** | Commission Lead Contact Mobile | ***Redacted*** |
| Main Contract Type | Option A NEC4 Professional Service Contract (PSC) (Service | Region | ***Redacted*** |
|   | DA) – Priced contract with activity schedule |   |   |
|   |   | Lead Partner’s Service Manager (or | ***Redacted*** |
|   |   | NEC3 PM) |   |
| Client estimated budget for Commission | 222,044.18 | Client anticipated end date | 28 Mar 2024 |
| £ |   |   |   |
| Client anticipated start date | 05 Jun 2023 |   |   |
| Has a Client’s draft/outline programme been appended? | No |   |   |
| Other Document Upload 1 | LCE DIO NZ 23 24 Activity Schedule\_July\_23\_Rev\_03.xlsx | Other Document Comments 1 | Low Carbon Estates Activity Schedule - including breakdown of fees. This document is referenced in the Fee Calculator. |
| (32 KB) |
| Other Document Upload 2 |   |   |   |
| Other Document Upload 3 |   |   |   |
| Has a Client’s Project Brief been appended? | Yes | If yes, upload document | 20230525\_SOR\_EMP\_Net\_Zero\_Surveys\_Client\_Side\_Technica |
| (002) (1).docx (60 KB) |
| If yes, please provide commentary |   |   |   |
| Has a Scheme Layout been appended? | No |   |   |

Are there Client Proposed Organisations? No

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

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Part C - Detailed Service Requirements

1.1 Project Overview/Background This project is to deliver DIO IO NZ Scope from June 2023 to March 2024 at varies locations outlined and agreed with the DIO.

1.2 Objectives/Outcomes To carry out the Scope within the time frame agreed within this Commission.

2.0 Health, Welfare, Safety, Health, Welfare, Safety, Environment and Sustainability Considerations may be reviewed with relevant parties throughout the project lifecycle.

Environment and Sustainability

Considerations

3.0 Value for Money Statement

The client has selected the following Value Drivers that best match its organisation’s key objectives for the successful delivery of the commission. These should be referenced by the Client during any subsequent feedback to gauge whether Value for Money has been achieved.

Value for Money Driver (1) 1) Speed of appointment and delivery

Value for Money Driver (2) 2) Access to specialist / local supply chains
Value for Money Driver (3)

|  |  |
| --- | --- |
| 4.0 Project Success Criteria5.0 Social Value | In addition to the Value Drivers identified in section 3.0 above, we also monitor the following Performance Indicators as standard for each commission:* Time Predictability
* Cost Predictability
* Local Spend – Percentage of total spend within 20 miles of Client office/site
* SME Engagement - Percentage of appointments with SME’s compared with total number of Supply Chain appointments
* SME Spend - Percentage spend with SME’s compared with total spend with Supply Chain
* Fair Payment - Payment of Supply Chain within Government Fair Payment guidelines
* Client Satisfaction
* Supply Chain Satisfaction
 |

The Public Services (Social Value) Act 2012 for England and Wales requires all public bodies to consider how the services they commission and procure might improve the economic, social and environmental wellbeing of the area for which they are responsible.

We recognise that we have a responsibility to the environment, the communities within which we work, our own people, our supply chain and society. Perfect Circle’s business management systems are fully compliant with the Public Sector (Social Value) Act 2012 and social value is an integral part of Perfect Circle’s approach and operations. Perfect Circle collect data in the following areas as part of our business-as-usual activities.

* Local spend on projects, reporting on spend within 20 miles of commissions - our target is 45% of the commission value to be within that 20 miles
* Small and Medium (SME) spend, targeting greater engagement of SME’s in our supply chain - our target is 85% of spend with our supplier chain to be SME suppliers
* Fair payment, ensuring we pay our supply chain within 19 days of receipt of invoices - our target is 100% of our invoices to be paid within 19 days

Is the Client interested in setting TOMS No
targets?

TOMS Outcome No Having discussed with the client whether they wish us to augment our Social Value offering by setting up to 5 additional metrics against the National Data Set of TOMs (Themes, Opportunities, Measures), we confirm that additional measures are not required on this commission.

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TOMS Measures

NT Ref (1) NT18 - Total amount (£) spent Comments (1) Unit £ SV ***Redacted***

in LOCAL supply chain Proxy

through the contract Value

NT Ref (2) NT19 - Total amount (£) spent Comments (2) Unit £ SV ***Redacted***

through contract with LOCAL Proxy

micro, small and medium Value enterprises (MSMEs)

NT Ref (3) NT61 - Fair Payment - Comments (3) Unit % SV ***Redacted***

Percentage of invoices on the Proxy

contract paid within 30 days Value

NT Ref (4) Comments (4) Unit SV

Proxy Value

NT Ref (5) Comments (5) Unit SV

Proxy Value

NT Ref (6) Comments (6) Unit SV

Proxy Value

NT Ref (7) Comments (7) Unit SV

Proxy Value

NT Ref (8) Comments (8) Unit SV

Proxy Value

6.0 Detailed Scope of Services

Target (1) ***Redacted*** SV Add £ ***Redacted***

1.

Target (2) 0.00 SV Add £ 0.00

1.

Target (3) 0 SV Add £ ***Redacted***

1.

Target (4) SV Add £ 0.00

1.

Target (5) SV Add £ 0.00

1.

Target (6) SV Add £ 0.00

1.

Target (7) SV Add £ 0.00

1.

Target (8) SV Add £ 0.00

1.

SV (£) ***Redacted***

Total

6.1 Description of the Services to be - Project Management

Provided - Decarbonisation

6.2 Service / Price Exclusions No service / price exclusions identified at this stage - all work will be carried out in line with the agreed Scope.

6.3 Key Stakeholders, Consultations and DIO

Interdependencies Low Carbon Estates

Pick Everard

6.4 Summary of Services at Each Project Stage

The services and suppliers proposed for this project are summarised below. In addition, we have indicated the procurement route that is intended to be adopted for each service.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Prime Core - RIBA Stages (✔)Project Pick Everard ManagementQuantity SurveyingCore - RIBA Stages (✔) | 0-1\* YesNo | 2 NoNo | 3NoNo | 4NoNo | 5NoNo | 6 NoNo | 7 Procurement RouteNo SFRNo |
| Building | No | No | No | No | No | No | No |
| Surveying |   |   |   |   |   |   |   |
| Architectural | No | No | No | No | No | No | No |
| Design |   |   |   |   |   |   |   |
| Mechanical | No | No | No | No | No | No | No |
| Engineering |   |   |   |   |   |   |   |
| Electrical | No | No | No | No | No | No | No |
| Engineering |   |   |   |   |   |   |   |
| Structural | No | No | No | No | No | No | No |
| Engineering |   |   |   |   |   |   |   |
| Commercial | No | No | No | No | No | No | No |
| Surveying |   |   |   |   |   |   |   |

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6.5 Sub-consultant Selection and Low Carbon Estates have been appointed to work on this commission, using Scape Framework Rates. This appointed has been agreed between DIO, Perfect Circle & Low

*\* use RIBA stages 0-1 for non-construction projects where only time charges are applicable*

**Supply Chain Procurement routes available through the framework:**

|  |  |
| --- | --- |
| **SFR** | Scape Framework Rates |
| **AFR** | Alternative Framework Rates |
| **CPO** | Client Proposed Organisation using rates agreed with the Client |
| **CT** | Competitive tender with 3 or more suppliers |
| **BM** | Negotiation with a single provider, using an alternative benchmark mechanism |
| **OB** | Adopting an Open book arrangement with a single provider |
| **CPS** | Client determines that a Preferred Supplier’s fee offers value for money |

Clients should be aware that in order for Perfect Circle to engage Client Proposed Organisations you are acknowledging in approving this Service Request that;

You requested that Perfect Circle appoint the proposed organisation(s).

You are aware that the fees of the proposed organisation(s) are not in line with the Framework Agreement but nonetheless you are content that these offer value for money.

You have undertaken your own technical, commercial, and legal due diligence for the appointment of the proposed organisation(s).

The appointment of a Client Proposed Organisation(s) shall only be permitted when other Services are procured through the Partner and/or its Preferred Partner(s). Sole appointment of a Client Proposed

Organisation shall not be permitted unless otherwise agreed by Scape.

Perfect Circle’s appointment of a Client Proposed Organisation(s) will be conditional on the supplier:

Meeting our approval criteria (insurances/ISOs/H&S etc).

Agreeing to the terms of the SCAPE Consultancy Framework Agreement in all other respects by way of a Consultancy Agreement with Perfect Circle that is back-to-back with the main contract with you.

Providing a Collateral Warranty to you.

If the risks associated with the appointment of any such organisation(s) are considered unacceptable then Perfect Circle may refuse to appoint that organisation.







|  |  |
| --- | --- |
|  | Non Core Services |
|  |



DecarbonisationLow Carbon Yes No No No No No No SFR

Estates
Limited

0-1 2 3 4 5 6 7 Non Core

Procurement Route



Non Core

Service

Non Core Supplier

Competitive Tender Award Criteria Carbon Estates.

6.6 Appointment of Principal Designer We await confirmation from the Client of their appointment of the Principal Designer.

7.0 Delivery Team ***Redacted*** - Low Carbon Estates

***Redacted*** - DIO

***Redacted*** - Pick Everard

Delivery Team - document upload

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8.0 Delivery Programme

Our proposed delivery programme is as follows:

Would you like to upload your own No
Project Programme

**Delivery Programme**

Project Stage Activity Start Date End Date

Completion of Task Order Commission Completion Date 05 Jun 2023 28 Mar 2024

|  |  |
| --- | --- |
| 9.0 Schedule of Deliverables | Please refer to document LCE DIO NZ 23 24 Activity Schedule\_July\_23\_Rev\_03 in PART A Other Supporting Document Upload 1.Internal Delivery of c. 10 existing DE&S EMPs NZC Supplements (excl Cost Plans)Review - NZC Supplements on Corsham and Northwood EMPs - (StratCom) (excl Cost Plans)Review DSTL EMPs - NZC Supplement on Porton Down and Portsdown West (excl Cost Plans)Delivery of EMP'sUK StratCom 3 x EMPs - Sites TBC (UK StratCom Funding / Aecom Delivery)Army 2 x EMPs - Central Germany - ReviewingPortsmouth EMP - NZ Retrofit 3 - Portsmouth EMP NZC annex (working assumption that this is a joint effort which ***Redacted*** whose cost are covered by Navy) |

10.0 Design Specifications and No Design Specifications are required for this project.
Technical/Quality/Regulatory Standards

11.0 BIM Requirements and Document Standard Level of BIM applies (No specific BIM requirements).
Control

12.0 Client Acceptance Criteria Completion of Scope.

|  |  |
| --- | --- |
| 13.0 Risks and Opportunities | Risks:- Delay in work due sickness, unforeseen circumstances such as no access to site.- Change or amendment in Scope could delay the work further or increase the time it might take to complete the additional work.Opportunities:- Will be identified (if any) after the completion of work. |

14.0 Prerequisites, assumptions and None identified at this stage.
constraints

15.0 Requirements for Surveys, - Access to all sites and pre historic data that may be needed to carry out the Surveys.

Investigations and Third-Party Historic

Data

16.1 Overview Fee

**Our total fee is summarised as follows**

A - Charges for Prime Core Services RIBA Workstages 2-7 ***Redacted***

B - Charges for Core Services RIBA Workstages 2-7 ***Redacted***

C - Time Charges ***Redacted***

D - Sub Total: Charges for Prime Core, Core Services and ***Redacted***
Time Charges £

E - External Consultancy Commissions ***Redacted***

Total of Charges ***Redacted***

F - PSC / PSSC Fee ***Redacted***
Total Commission Value ***Redacted***

G - Disbursements ***Redacted***
Overall Commission Value ***Redacted***

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This comprises of:

1. Where the commission relates to a Construction Project; Percentage charges for Prime Core services based on the estimated construction value.
2. Where the commission relates to a Construction Project; Percentage charges for Core services based on the estimated construction value.
3. Time charge fees covering Prime Core, Core and Non-core services. These are detailed in section 16.2 below.
4. Sub-total (A plus B plus C)
5. Prices secured from suppliers procured using 'external' non-frameworkrates. These are detailed in section 16.3 below.
Total of Charges (D plus E)
6. PSC / PSSC Fee

Total Commission Value (D plus E plus F)

1. Disbursements & Expenses

Overall Commission Value (D plus E plus F plus G)

These figures are exclusive of VAT

In preparing our fee we have followed the prescribed rules and tendered rates as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021 (the ‘Agreement’) and updated by all Deeds of Variation since.

Please note that the People Rates are adjusted annually for inflation on the 5th January in accordance with the Indexation Table contained within the 'Agreement'. This is based on the BCIS Labour Cost Index published by the Building Cost Information of the Royal Institute of Chartered Surveyors.

If the Client has elected to include Secondary Option X1 (Price Adjustment for Inflation) in the NEC Delivery Agreement that is executed to progress this Service Request, then those Prices derived from People Rates (identified as ‘Time Charges above) will be subject to adjustment in line with the same inflation indexation provisions of the Framework. Your budget should therefore include an allowance for inflation on these Prices.

Alternatively, if the Client has elected not to include Secondary Option X1 in the NEC Delivery Agreement, then an allowance for the risk of inflation will have been incorporated into the above ‘Time Charges’.

In both the above scenarios, any quotations for compensation events that arise in the future will apply the latest People Rates.

If percentage ‘Charges’ for Prime Core or Core Services apply, then the Construction Cost Estimate will be reviewed at the end of each RIBA Stage or annually (whichever is the shorter) and should this change (upwards or downwards), the ‘Charges’ for those RIBA stages yet to be undertaken will be re-calculated accordingly. Any change in the Prices will as a consequence be recognised through a compensation event due to the change in Scope.

Our Services are broken down across the RIBA Stages as follows:

Service % Charges

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Total Fee |
| 2 | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 3 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 4 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 5 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 6 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 7 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
|   |

Sub Total

Time Charges

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 0 | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 1 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 2 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 3 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 4 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 5 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 6 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 7 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| Sub |
| Total |   |   |   |   |   |   |   |   |   |   |

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Total Charges

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 0 | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 1 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 2 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 3 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 4 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 5 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 6 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| 7 |
|   | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| Totals |

Escalators

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | Project Manager | Quantity Surveyor | Architect | Building | Electrical | Mechanical | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |   | 0.00 |
| Contract |   |   |   |   |   |   |   | 0.00 | 0.00 |   |
| Lead |   |   |   |   |   |   |   |   |   |   |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |   |   | 0.00 |
|   |
|   |   |   |
| Supervisor |   |   |   |   |   |   |   | 0.00 | 0.00 |   |

**Disbursements**

*There are no records to display.*

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16.2 Time Charge Schedule

The calculation of time charge fees is based on an hourly rate by grade and the number of hours allocated. As may be appropriate, in the description for each line we have provided a description as to how these two variables have been used.

**Time Charges**

16.3 External Consultancy Costs



RIBA Stage

Hourly
Rate (ex
VAT) £

Total Fee £

Discipline Supplier If Non-

Core, please state Service

Enter Task Details Staff Grade Estimated

Duration in Hours

Associate/Principal Consultant or 15yrs + experience

Non-Core Low Carbon

Estates Limited

***Redacted***

Decarbonisa on0 Total of 309.5 days over the course of May 2023

to March 2024 - outlined in document 'LCE DIO NZ 23 24 Activity Schedule\_July\_23\_Rev\_03.pdf' which is attached within the Service Request Proposal.

Associate/Principal Consultant or 15yrs + experience

0 Overseeing Supply Chain activities, fee negotiations, monthly Supply Chain invoice management and compliance June 2023 - March 2024 (2 days per month)

Pick Everard

Project Manager

***Redacted***

Where non-core services are provided by our Perfect Circle Partners and Suppliers that have been priced using the hourly rates from the Scape Framework Agreement, value for money is achieved as these rates have been the subject of a significant competitive tender process.

Use of teams from our JV and Preferred Partners, in favour of external suppliers, brings added value to projects in terms of a more efficient team engagement and briefing process, since the teams sit within the same organisations and they have experience of working together.

The below table provides a summary of those Suppliers who have been selected to undertake services that have been procured using 'external' non-framework rates, as referenced in section 6.4 above

**External Consultancy**

*There are no records to display.*

17 Delivery Agreement Professional Services Contract Model

17.0 Delivery Agreement Professional Service Contract Model. Option A NEC4 Professional Service Contract (PSC) (Service DA) – Priced contract with activity schedule

A description of the contracting options available to you can be

found in Appendix B. We are proposing that this appointment is

placed using the following:

Appendix A

Scope of Services Lot 1 20230525\_SOR\_EMP\_Net\_Zero\_Surveys\_Client\_Side\_Technical\_Advice\_O (002) (1).docx (60 KB)

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Appendix B

**NEC Professional Services Contract Options
Introduction**

Services provided by Perfect Circle JV Limited (the Consultant) to Clients using the Consultancy Frameworkshall (unless otherwise directed by Scape) be based on the terms of one of four Model Delivery agreements. Perfect Circle JV Ltd will in turn enter into an agreement with each Supplier providing the services, under which the delivery Agreement obligations are “stepped down”.

**The four Model Delivery Agreements available are:**

1:NEC4 Professional Service Short Contract (PSSC) - Short Service Delivery Agreement

2:NEC4 Professional Service Contract (PSC) Option A - Priced Contract with Activity Schedule

3:NEC4 Professional Service Contract (PSC) Option C - Target Contract

4:NEC3 Professional Services Contract Option G - Term Service Delivery Agreement

A commission that does not have an engrossed Delivery Agreement between Perfect Circle JV Ltd and the Client is non-compliant.

1. **NEC4 Professional Service Short Contract (PSSC)**

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments.
The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

1. **NEC4 Professional Service Contract (PSC) - Option A
Priced Contract with Activity Schedule**

A lump sum priced contract, in which the risks of being able to provide the service at the agreed prices in the Activity Schedule are largely borne by the Consultant.

The Client carries some risk through the compensation event procedures.

This contract is only used when the scope of workat tender stage is fully known and capable of being priced and programmed.

This option should also be used where the prices are based on the cost of construction(percentage fee). Please note the consultant fees vary in accordance with the construction cost.

1. **NEC4 Professional Service Contract (PSC) - Option C**

**Target Contract**

A target fee contract in which the financial risks (savings or over-spend) are shared by the Client and the Consultant.

The Consultant’s share percentages and the share ranges are:

|  |  |
| --- | --- |
| **Share range** | **Consultant’s Share Percentage** |
| Less than 95% | 10% |
| From 95% to 100% | 40% |
| From 100% to 102.5% | 40% |
| Greater than 102.5% | 100% |

This contract can only be used when good estimates of scope and price can be made attender stage or where the cost of construction (percentage fee) is used to set the target.

Also used when the scope of work is finalised after some initial workis undertaken under through a PSSC time charge arrangement, or similar. The target is adjusted for compensation events other than changes in Scope approved by the Client which are proposed by the Consultant which reduce the total Time Charge. This provides an incentive to Consultants to propose changes to reduce costs.

1. **NEC3 Professional Services Contract - Option G**

**Term Contract**

Provides the ability to agree a long-term call-off arrangement using Task Orders.

Option G contains options for time charge and lump sum fee arrangements. The tasks must be defined in the Task Schedule and Delivery Agreement.

This type of contract lends itself to a programme of works where the same contract terms apply for all orders. The Task Schedule should define the projects, the anticipated services required and an outline budget and programme

**Summary**

For each of the above model contracts, Scape has prescribed through the FrameworkAgreement several Optional clauses, the inclusion or otherwise is at the discretion of Clients. Other than the above, no other variation to the terms of the Model Delivery Agreements shall be made without the agreement of Scape.

In accordance with the Access Agreement, Client's are entitled to obtain and review a copy of the FrameworkAgreement to assist them in understanding a Delivery Agreement. The Client should advise the Consultant of the Options that are at the Client's discretion prior to preparation of the Delivery Agreement.

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Appendix D - CVs for Key Staff

CV Document Upload (1) CV Document Upload (2) CV Document Upload (3) CV Document Upload (4) CV Document Upload (5)

Part D - Statement of Key Outputs

**The Client and Perfect Circle have used all reasonable endeavours to capture the following requirements in Part C of the document:**

A summary of the Commission including the extent of the Commission with, a statement of values, performance measures/targets and, as appropriate a sketch layout(s), outline budget(s) and programme for the Commission and any subsequent project(s) which includes estimate for the works or services etc.

Where the execution of an element of the Commission is not a settled matter, the strategy for taking the matter forward, including details of client approval processes.

The Partner’s resourci ng proposals and supply-chain Procurement Schedule for provision of most economically advantageous service.

On approval of this Service Request, Perfect Circle will draft a Delivery Agreement ready for execution which includes the following where appropriate to the commission:

* The agreed Scope which shall detail the requirements for the carrying out of the Service including agreed outcomes/deliverables, resources, Quality Policy Statement and Quality Plan requirements including roles and responsibilities for the whole team and covering the whole service.
* A programme for the Delivery Agreement.
* An activity schedule, Price List or task schedule, as appropriate to the proposed form of contract and the pricing processes of the Agreement.
* A fully completed Tendered Total Model as required by the Framework Agreement including justification and details of any derogations from the Framework Commercial Model.
* The initial NEC3 PSC Risk Register or NEC4 PSC Early Warning Register.
* Any other documents required by the Delivery Agreement, Collateral Warranties etc
* A completed and agreed Value for Money Statement (must be offered on projects > £20k, but mandatory over £500k)

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**CLIENT SIDE TECHNICAL ADVISOR FOR EMBEDDING A CONSISTANT NET ZERO
CARBON (NZC) METHODOLOGY INTO ESTABLISHMENT MANAGEMENT PLANS -
FINANCIAL YEAR 2023 - 2024**

**CLIENT-SIDE TECHNICAL ADVISER (CSTA)
(REQUISITION NUMBER TBC #####)**

**STATEMENT OF REQUIREMENT (SOR)**

**Introduction**

1. DIO S&P Estate Strategy is planning to deliver several new EMPs during 2023/2024. These will be delivered through extant CCS EMP Frameworks. This SOR is for specialist SME client-side technical support to manage, review and recommend the approval of the NZC elements of these EMPs. In addition it includes an option for the completion of the work for the survey, modelling and report writing for NZC supplements onto ten existing DE&S EMPs.

**Background**

1. As at 20 Mar 2023 11 EMPs have had a Net Zero Supplement (NZS) completed and annexed. 41 NZS are in production (to be annexed to existing EMPs) with 17 new EMPs containing NZS in production. All delivery has been through CCS using appointed suppliers (AECOM, Lambert Smith Hampton (LSH) and Arcadis) **with Low Carbon Estates providing SME support through the SCAPE Framework (as a sub­contractor to Pick Everard / Perfect Circle JV Limited).**
2. The IEESS established five Strategic Objectives. The already approved IEESS business case is mapped directly against Strategic Objective 2 - “Resilient and Efficient Sustainable Electricity” and supports the other four objectives. This directly addresses the Strategic Activity requiring the development of “Establishment Specific Decarbonisation Plans” required from ABC 21 onwards. All work on the current EMP contracts delivered by Arcadis and LSH are scheduled for completion before 01 April 2024.
3. The overarching EMP contracts with AECOM, LSH and Arcadis were procured and approved by DPAS in August 2021. They allow for EMPs to be added individually as and when Business Cases for individual EMPs are approved by TLBs. The EMP contract allows for “additional services” to be added, of which these enhanced Net Zero studies are included. The Net Zero studies including an element for client-side technical services will be funded by DIO S&P Sustainability funding and added as individual pieces of work for each EMP site.

**Objectives**

1. Procure the client-side technical advice to provide NZC technical scrutiny and governance to the revised EMP scope and deliver the following outputs.

**Scope**

1. The CSTA will liaise with the EMP suppliers to ensure a consistent decarbonisation methodology is adopted that is appropriate for both DIO and the TLB requirements. Approximately scope is listed below:

1

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|  |  |
| --- | --- |
| **Milestone** | **Activities** |
| **1.0** | ***Internal Delivery of c. 10 existing DE&S EMPs NZC Supplements (excl Cost Plans)*** |
|   |   |
| **2.0** | ***Review - NZC Supplements on Corsham and Northwood EMPs - (StratCom) (excl Cost Plans)*** |
|   |   |
| **3.0** | ***Review (potential to deliver) DSTL EMPs - NZC Supplement on Porton Down and Portsdown West (excl Cost Plans)*** |
|   |   |
| **4.0** | ***EMP's as follows:*** |
| 4.1 | *NAVY EMP HMNB Devonport (& Satellites)* |
| 4.2 | *NAVY EMP DECA Sealand* |
| 4.3 | *ARMY EMP Marchwood Military Port* |
| 4.4 | *ARMY EMP Southwick Park* |
| 4.5 | *ARMY EMP Aldergrove Airbase* |
| 4.6 | *ARMY EMP Palace Barracks, Belfast* |
| 4.7 | *ARMY EMP Thiepval Barracks, Lisburn* |
| 4.8 | *ARMY EMP Royal Military Academy Sandhurst* |
| 4.9 | *ARMY EMP Rock Barracks, Woodbridge* |
| 4.10 | *ARMY EMP Worthy Down* |
| 4.11 | *ARMY EMP Winterbourne Gunner* |
| 4.12 | *ARMY EMP Lulworth Gunnery School* |
| 4.13 | *AIR EMP RAF Odiham* |
| 4.14 | *AIR EMP RAF Shawbury* |
| 4.15 | *AIR EMP RAF Honnington* |
| 4.16 | *NAVY EMP HMNB Clyde* |
|   |   |
| **5.0** | ***UK StratCom 3 x EMPs - Sites TBC (UK StratCom Funding / Aecom Delivery)*** |
|   |   |
| **6.0** | ***Army 2 x EMPs - Central Germany - Reviewing*** |
|   |   |
| **7.0** | ***Portsmouth EMP - NZ Retrofit 3 - Portsmouth EMP NZC annex (working assumption that this is a joint effort with Navy)*** |
|   |   |
| **8.0** | ***Ad-hoc Services (All require day rate quotes)*** |
|   |   |
| **9.0** | ***Framework Management Fees (to be confirmed)*** |

**Requirements (Guidance and subject to reviews and individual call off under option g)**

Table 1

7. The above table 1 defines the requirements linked to the associated EMPs delivery. They are to act as an indicative guide only. The authority will call off individual

milestones as and when required and none should be started without a specific request.

**Intellectual Property (IP) Rights (Known as IPR)**

2

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1. DIO will own all IPR to all data and materials produced under this contract.
2. Payment shall **only be made following satisfactory delivery** of the required
deliverables. The Milestone Payment Plan will be based on the following:

|  |  |  |
| --- | --- | --- |
| **Milestones / Deliverables** | **Description** | **Payment** |
| All milestones | On completion of 50% evidenced effort of complete milestone | 50% |
| All milestones | On completion of 100% evidenced effort of complete milestone and acceptance by the authority | 50% |
|   | The supplier will provide a resource schedule which is broken down for each milestone at theoutset of the contract and report progress against this at the end of each month. This will then provide the evidence behind subsequent milestone staged invoicing.Note: Firm pricing will include SCAPEFramework (as a sub-contractor to Perfect Circle JV Limited) overheads. |   |

1. The DIO infrastructure optimisation (IO) team initiate the requisition order and will manage the CP&F entries with advice from DIO Fin Ops on VAT treatment and RAC code. Payment will be made as and when milestones in table 1 have been delivered to the required standard. EStrat UIN is D4445G. The RAC is NPB009. The VAT code is C1.1

**Contract Management Arrangements**

1. Commission is to be delivered through Perfect Circle (procured through the SCAPE Framework) using option g. The DIO Commercial support will be provided by:

***Redacted***

Defence Infrastructure Organisation

DIO Commercial Enabling Services

Defence Infrastructure Organisation Head Office | Lichfield | Staffordshire | WS14 9PY

Mobile: ***Redacted***

MODNET: ***Redacted***

***Redacted***

Defence Infrastructure Organisation

Enabling Services

Room 1202-1221 Kentigern House, 65 Brown Street, Glasgow, G2 8EX

Tel: ***Redacted***

Mobile: ***Redacted***

1 All UIN, BLB , RAC and VAT codes advised by DIO Fin Ops at meeting of 20 Oct 21

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***Email: Redacted***

12. All suppliers will report directly to DH EStrat -Infrastructure Strategic Advice.

***Redacted***|Strategy & Plans (S&P)|
Defence Infrastructure Organisation |MOD Donnington

Note:

Previous VAT treatment for Suppliers that provide technical advice and project management services to deliver projects was linked to procurement2 as detailed in the Digital Plan of Work (DPOW) and the VAT treatment advice given is set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **DPOW Stage** | **Task** | **Function** | **VAT Code** |
| 0 | Strategy | Advice | C1 |
| 1 | Brief | Advice | C1 |
| 2 | Concept | Advice | C1 |
| 3 | Definition | Delivery | F1 |
| 4 | Design | Delivery | F1 |
| 5 | Build and Commission | Delivery | F1 |
| 6 | Handover and Closeout | Delivery | F1 |
| 7 | Operation & End of Life | Delivery | F1 |

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