

# TERM 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.

I EEMENT is made

1. the <i>Client</i>	Department for Work and Pensions	2. the <i>Consultant</i>	Perfect Circle JV Ltd
Address for communications	1 Hartshead Square Sheffield S1 2FP	Address for communication	Halford House Charles Street Leicester LE1 1HA
Telephone	REDACTED	Telephon	REDACTED
Address for electronic communications	REDACTED	Address for electronic communication	REDACTED
FOR THE SERVICES OF	Principal Designer Professional Services to support DWP's Critical Security Infrastructure (CSI) Programme		

Term Service Contract-Critical Security Infrastructure

Pw

a

## Introduction

### NEC3 Professional Services Contract — Option

This Delivery Agreement incorporates the NEC 3 ' edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).

Any subsequent amendments to the NEC3 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:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
- c) The Client shall act as the *Employer* in this contract
- d) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
- e) The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- f) *staff rates* must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement

### Whereas

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (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 and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively.

**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.

#### 2. The *Employer's* Obligations

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions.

## 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	Service Request Proposal	
Doc 1	Client Requirements for CSI Principal Designer Services	
Doc 2	New Z Clauses	

**Continues**

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
Doc 3	REDACTED	



[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 deed for and on behalf of )  
Department for Work and Pensions )  
) **REDACTED**  
.....  
Authorised Signatory

.....  
Full name **REDACTED**  
.....  
Position/title

.....  
Witness/Authorised Signatory **REDACTED**  
.....  
Full name **REDACTED**  
.....  
Position/title

.....  
Address

Executed as a deed for and on behalf  
of **Perfect Circle JV Ltd**  
by

) ) ..... Authorised Signatory Full name <b>DIRECTOR</b> Position/title	DocuSigned by: <b>REDACTED</b>
---	-----------------------------------

In the presence of: ..... **REDACTED** .....  
Witness  
**REDACTED**  
Full name  
**Associate Director**  
.....  
Position/title  
**Town Centre House, Merrion**  
**Centre, Leeds, LS2 8ND**  
Address .....

Contract Data: Part One — Data provided by the *Employer*

## 1. General

The *conditions of contract* are (as each has been amended by Option Z) the core clauses and the clauses for main Option G, dispute resolution Option W2 and secondary Options X1, X2, X8, X9, X11, X18, Y(UK)2, Y(UK)3 of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name: Department for Work and Pensions

Address: 1 Hartshead Square Sheffield  
S1 2FP

Telephone: REDACTED

E-mail address: REDACTED

- The *Adjudicator* is

Name: Not named

Address: N/A

Telephone: N/A

E-mail address: N/A

- The *enniiroee ara* Principal Designer Professional Services to support DWP's Critical Security Infrastructure (CSI) Programme
- The Scope is in the Service Request Form annexed to this contract
- The *language* of this contract is English
- The *law* of the contract is the law of England and Wales
- The *period for reply* is 2 weeks
- The *period for retention* is 12 years following Completion or earlier termination
- The *Adjudicator nominating body* is the Royal Institution of Chartered Surveyors
- The *tribunal* is the Courts
- The following matters will be included in the Risk Register;
  - o To be agreed at Task Order level

Optional clause 13.9 — electronic communication **does** apply<sup>1</sup>.

<sup>1</sup> See additional conditions of contract below.

## 2. The Parties' main responsibilities

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

access to	access dat
Site	Receipt of Task Order
Building	Receipt of Task Order
Site Manager	Receipt of Task Order
Reports/Records	Receipt of Task Order

## 3. Time

- The starting date is **17/05/2023**
- The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme.**

## 4. Quality

- The quality policy statement and quality plan are provided within **2** weeks of the Contract 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 the contract is **the pound sterling**
- The *interest rate* is **3%** per annum auove the base rate in force from time to time of the Bank of England.

## 6. Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use skill and care required by this contract.	<b>REDACTED</b> in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	<b>12 years</b>

death 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>	<b>REDACTED</b> in respect of each claim, without limit to the number of claims	<b>12 years</b>
death 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	<b>The greater of the amount required by law and REDACTED</b> in respect of each claim, without limit to the number of claims	<b>12 years</b>

- The *Employer* provides the following insurances

Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances.

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **REDACTED 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:

<b>N/A at Service Request stage.</b>	
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).



Optional statements (The following optional clauses apply)

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

- The completion date for the whole of the services is 31/03/2025

If no programme is identified in part two of the Contract Data

- The Consultant is to submit a first programme for acceptance within 4 weeks of the Contract

Date. 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 None

condition to be met	key date
1. None	
2.	
3.	

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 14 days i.e.  
The total period for payment after receipt of invoice is 21 days<sup>2</sup>

If the Employer states any expenses

- The expenses stated by the Employer are

Item	amount	None unless stated in
Individual Task Orders		

If Option G is used

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

exchange-rat-es-are-these-publisia-ed4n-Re-be-agreed-en-a-G9FA-1:111-ISSIOR-spesifis-basis-Fon .....(date)

If Option X1 is used

- The People's Rates will be adjusted in accordance with the indexation provisions of the Framework Agreement

<sup>2</sup> Perfect Circle are commitment to pay its Supply Chain within 19 days. As a consequence, the Employer ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms



## If Option X2

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

## If Option X8 is used

- The *collateral warranty agreements* are

agreement reference	
<b>Subcontracts</b>	<b>Employer</b>

[The forms of the *collateral warranty agreements* are set out in the Framework

## Agreement] if-Option-X10-is-used

- The *Employer's Agent* is

Name:

Address:

Telephone:

E mail Address:

- The authority of the *Employer's Agent* is:

## If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss for all matters other than Cladding Claims is limited to

**REDACTED** The *Consultant's* liability to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded<sup>3</sup>.

- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is
- **REDACTED** The end of liability date is **12** years after Completion of the whole of the services.

\* to be agreed with the *Employer* on a commission specific basis<sup>4</sup>

<sup>3</sup> The *Consultant* is not liable to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

<sup>4</sup> It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain, i.e. if necessary, reduced from **REDACTED** to lower levels offered by Supply Chain. This must be agreed in advance with the *Employer* at Service Request stage.

## c WEPT

Term Service Delivery Agreement  
(NEC3 Professional Services Contract)**Appendix 1**

If Option Y(UK)1 is used ~~The Consultant is Vis-not-te-pay-any-Gharge- made-and-to-be-paid-any-intecest-~~  
~~paid-by-the *projest-bank--(delete-as-apialleable)*~~

~~The account holder is the *Consultant / the Parties* (Delete as appropriate)~~

**If Options Y(UK)3 is used**

- Term person or organisation
- None** **None**

**if-Options--Y(UK)4-and--Y( K)3-efe-both-used**

\_\_\_\_\_ person-sar-sargan-isatisan

The provisions of Option Y(UK)1 Named Suppliers

**Optional clause Z4.0 — Information Modelling does--/ does not** apply

If--Optien-Z4,0-Infermatien-Medelling-is-used

If no Information  
Execution Plan is  
 identified-in-part-4We  
of the Contract Data

The-peried-after-the-Gentrast-Date-within-whiGh-the  
for acceptance is one month.

**Option Z: ADDITIONAL CONDITIONS OF CONTRACT**

The additional *conditions of contract* are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G.

**DWP Requested Z Clauses**

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

Z28.9 The following information may be 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 *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges 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 *Client* 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 *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

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

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

**Z29 Amendments to the Secondary Option Clauses - X11 (Termination by the Client)**

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

**Z1.0 Core Clause amendments**

- 11.2 (2) Add further bullet point:
- 'provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure.'
- 11.2(13) At the end of the sentence add:
- 'Appropriately spent excludes time;
- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
  - not justified by the *Consultant's* accounts and records,
  - that should not have been paid to a Subconsultant 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 *Employer* 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 Employer 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,
- for staff 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(20) Delete the second bullet point and replace with:

'the lump sum price in the Task Schedule for each other item. Where marked accordingly, these lump sum prices may be calculated from applying a stated 'Charge' percentage from the Task Schedule to a forecast or estimated construction project value to establish a single or series of lump sum prices.'

11.2(26) Insert a new clause 11.2(6):

'Framework Agreement is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.'

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

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

11.2 (28) Insert a new clause 11.2(28): 'Data Protection Legislation means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy.'

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

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

11.2 (30) Insert a new clause 11.2(30):

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

11.2 (31) Insert a new clause 11.2(31):

'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 *Employer* 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.'

13.9 Insert a new clause 13.9:

'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 13.9 may be deleted at the Employers sole discretion*)

14.1 Add after the final sentence:

'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 *Employer* 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**

'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:

19.1. 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.

19.2. 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:

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

- 
- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, 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);
- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the European Economic Area;
- 19.2.5. Assist the *Employer*, 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;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer's* designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'

## 2 The Parties' main responsibilities

21. Amend as follows:
- 21.2 Delete and replace with:
- 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*.'
- 21.5 Insert a new clause 21.5:
- 'The *Consultant* checks the Scope provided by the *Employer* 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 *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail.'
- 21.6 Insert a new clause 21.6:
- '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.'
- 24.5 Insert a new clause 24.5:
- 'The *Consultant*, in relation to any subcontracting 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 collateral warranties in favour of the *Employer* 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 *Employer* 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.'

24.6 Insert a new clause 24.6:

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.'

26 Insert a new clause 26:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Employer'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 *Employer* the collateral warranty agreement in favour of the *Employer*, but with such amendments as the *Consultant*, *Employer* and *Employer's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

## 5 Payment

50.3 Insert at the end of the second bullet point:

'less expenses included in the Commercial Inclusions Tables from the Framework Agreement's Pricing Procedures,'

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Employer*, 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 *Employer* 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.'

## 6 Compensation events

63.10 At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the *Uplift Percentage* to the subconsultant's proposed rate. Unless the *Employer* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the *Employer* and *Consultant* do not agree on the rate to be used, the *Employer* assesses the rate based on the *staff rates*. The agreed or assessed rate becomes the *staff rate* for that designation of person.'

63.19 Insert a new clause 63.19:

'The *Employer* and *Consultant* may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the *Employer* and *Consultant* do not agree on the rate or lump sum to be used, the *Employer* assesses the rate or lump sum based on the *staff rates*.'

## 8 Indemnity insurance and liability

81.1 Amend the insurance table:

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'

83 Insert a new clause 83: **Insurance policies**

83.1 'Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force. The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.

83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.'

84 Insert a new clause 84:

### **If the Consultant does not insure**

84.1 'The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.'

85 Insert a new Clause 85:

### **Insurance by the Employer**

85.1 The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates

if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.

85.2 The *Consultant's* acceptance of an insurance certificate provided by the *Employer* does not change the responsibility of *Employer* to provide the insurances stated in the Contract Data.

85.3 The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the *Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.'

90.5 Insert a new clause 90.5:

#### **The Public Contracts Regulations 2015**

90.5 'The *Employer* 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 *Employer* 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.

If the *Employer* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the *Employer* no longer requires the services.

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

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

- payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier;
- invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
- any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions.'

#### **Z2.0 Secondary Option Clause amendments**

**None**

#### **Z3.0 Statutory Clause amendments**

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

Y2.2 delete clause and replace with the following:

The date on which a payment becomes due is the later of;

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- fourteen days after the assessment date.

---

The date on which the final payment becomes due is the later of;

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
  - if the *Employer* makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
  - if the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment, or
  - if the *Employer* has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

The *Employer's* certificate is the notice of payment specifying the amount due at the payment due date (the notified sum, which may be zero) and stating the basis on which the amount was calculated. If the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, the *Consultant's* assessment is the notice of payment.

Contract Data: Part Two — Data provided by the Consultant

## Statements given in all contracts:

- The *Consultant* is

Name: **Perfect Circle JV Ltd**Address: **Halford House, Charles Street, Leicester, LE1 1HA**Telephone **0345 045 0050**Mobile: **REDACTED**E-mail address: **REDACTED**

- The *key people* are

Name **REDACTED**Job **Client Account Manager**Responsibilities **Client Care and overall responsibility for service delivery**Qualifications **Director**

Experience

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is **Gleeds Cost Management Ltd**

- The *staff rates* are

## category of person:

Project Management & Quantity Survey in	Hourly Rate** £
Technical Director	REDACTED
Associates/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

Commercial Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED

Technician/Graduate	REDACTED
---------------------	----------

Architectural Design, Mechanical Engineer,  
Electrical Engineer, Structural Engineer &  
Building Surveying

Hourly  
Rate\*\* £

Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted 'People Rate with expenses' stated in the Framework Commercial Model. *The People Rates will be adjusted annually on the anniversary of the Framework Agreement i.e., 5th January.*

### Optional Statements

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are (Only include expenses and disbursements not listed in the Commercial Inclusions Table of the Framework Agreements Pricing Procedures)

amount

None

\*\*\* No expenses are to be included for Prime Core or Core Services covered as defined in the Framework Agreement and included in the Charges and Uplift Percentages stated in the Framework Commercial Model.

If Option G is used

The *task schedule* is in the Service Request Form annexed to this contract

- The *Employer Proposed Appointment Charge*

to be used in the *task schedule* is

£0.00

- The *Uplift Percentage* is

as stated in Task Orders

\*\*\*\* Must not exceed the rates stated in the Framework Commercial Mode

if-Optien-YRK)1-is-used

- The *project bank* is
- named *suppliers* are

if-Z4,0-infermatian-Medelling-is-used

If-anAnfermatien-Exesutten  
Plan-is-identified-in-the  
Contract Data

The-Infernaatinnufflen-Plan-identified-in-the-Gentrest-Data-is-te-be-previded  
withtn-ene-naenth-ef-the-Gentr-ast-Date

c R7EPT

Term Service Delivery Agreement  
(NEC3 Professional Services Contract)  
**Appendix 1**

---

**Annex 1 - Service Request Form**

## 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 VIM 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	Department for Work and Pensions		
Commission No.	5251	Commission Name (Title)	Critical Security Infrastructure
Commission Description	Principal Designer Professional Services to support DVP's Critical Security Infrastructure (CSI) Programme	Commission Postcode	LS2 7UA
Client Contact Name	REDACTED	Client Contact Email	REDACTED
Client Contact Position	Commercial Lead -CD Estates Projects and Furniture	Client Contact Telephone Number	REDACTED
Lead Partner - Company Name	Gleeds Cost Management	Commission Lead Contact Name	REDACTED
Commission Lead Contact Email	REDACTED	Commission Lead Contact Mobile	REDACTED
Main Contract Type	Option G NEC3 Professional Services Contract (Term Service)	Commission Region	National
Client estimated budget for Commission £	990,000.00	Lead Partner's NEC3 Project Manager	REDACTED
Client anticipated start date	17 May2023	Client anticipated end date	31 Mar 2025
Has a Client's draft/outline programme been appended?	No		
Other Document Upload 1	<u>NEWZ Clauses (6).docx(27 KB)</u>		
Other Document Upload 2			
Other Document Upload 3			
Has a Clients Project Brief been appended?	Yes	If yes, upload document	<u>Clients Requirements for CSI Principal Designer Services 1.4.23.docx</u> (1.4 M3)
'files, please provide commentary			
Has a Scheme Layout been appended?	No		
Pre there Client Proposed Organisations?	Yes		
Document Upload 1	<u>Email 24.04.2023 Confirming acceptance to schedule 6 clause 3</u> <u>(1)3:KV (42 KB)</u>	Document Upload 1 Comments	
Document Upload 2		Document Upload 2 Comments	
Document Upload 3		Document Upload 3 Comments	

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

Part C - Detailed Service Requirements

- 1.1 Project Gerview/Background

Critical Security Infrastructure Programme: This programme is focused on upgrading and modernisation of securityequipment and systems across the Client's estate
- 1.2 Objectives/Outcomes

Critical Security Infrastructure Programme: Upgrading and modernisation of securityequipment and systems across the Client's Estate
- 2.0 Health, Welfare, Safety Environment and Sustainabil ity Considerations

No requirements for BREEAM or similar identified bythe Client
- 3.0 Value for IvbnetyStatement

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 Abney Driver (1) Value for Abney Driver (2) Value for Ivbnety Driver (3) Client specific Value for Abney Driver

1)Speed of appointment and delivery  
2)Access to specialist/ local supply chains  
8) Collaborative working  
None
- 4.0 Sub-consultant Selection and Competitive Tender Award Criteria

Del Bosque Limited are to be used as a Client Proposed Organisation.
- 5.0 Appointment of Principal Designer

Del Bosque Limited are to be used as a Client Proposed Organisation.
- 6.0 Task Schedule

See Appendix C
- 7.0 DeliveryTeam

deeds Cost Management Limited and Del Bosque Limited.
- DeliveryTeam - document upload

Delivery Agreement Professional Services Contract M

- 8.0 DeliveryAgreement Professional Service Contract rVbdel. Adescription of the contracting options available to you can be found in Appendix B. We are proposing that this appointment is placed using the following:

Option G NEC3 Professional Services Contract (Term Service DA)

Scope of Service: Not Used

## NEC Professional Services Contract Options

### Introduction

Services provided by Perfect circle JV Limited (the Consultant) to Clients using the Consultancy Framework shall (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.

### 2: 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 work at 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.

3: 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 aient and the Consultant.

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

Share range	Consultant's Share Percentage
Less than 95%	REDACTED
From 95% to 100%	REDACTED
From 100% to 102.5%	REDACTED
Greater than 102.5%	REDACTED

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 work is 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 aient which are proposed by the Consultant which reduce the total Time Charge. This provides an incentive to Consultants to propose changes to reduce costs.

4: 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 Framework Agreement several Optional clauses, the inclusion or otherwise is at the discretion of aients. 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, alert's are entitled to obtain and review a copy of the Framework Agreement to assist them in understanding a Delivery Agreement. The aient should advise the Consultant of the Options that are at the aient's discretion prior to preparation of the Delivery Agreement.

Appendix C - Task Schedule

This Task Schedule provides the flexibility to call off professional services on a defined programme of works (as individual projects or activities) as well as calling off professional services on a defined projection a progressive phase-by-phase basis.

Background I Project Informafio, Principal Designer Professional Services to support DM's Critical Security Infrastructure (CSI)

This will indude the Services described in Schedule 1 of the Framework Agreement. The Authority may instruct the Consultant, byway of a purchase order, to carryout the following Tasks:

The fees for the Task Schedule listed below are only i ndicative fee estimates. Unless agreed otherwise, indicative fee estimates shall not be regarded as fixed quotes for each task. There is no obligation for the Client to call off any or all of these tasks, and no obligation for the Consultant to provide the services until a Task Order is executed for each of the required task

Task Schedule						
Task No		Location		Estimated Start Date	Estimated End Date	Indicative Fee Value £
CSI - PD - 2023/24	Principal Designer	Midlands	Non-Core, Project Manager	17 May 2023	31 Mar 2024	REDACTED
CSI - PD - 2024/25	Principal Designer	Midlands	Non-Core, Project Manager	01 Apr 2024	31 Mar 2025	

Appendix D - s 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 Output

**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 resourcing 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)

## **Contract Schedule 1 - The Statement of Requirements and Scope**

**Principal Designer Service to support DWP's Critical Security Infrastructure (CSI)**

## 1. Background to the Client

The Department for Work and Pensions (the **Client**) 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 Client delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.715 buildings. This number is made up primarily of Job Centre Plus offices, which the Client refers to as its 'front-of-house' estate, but also includes Health Assessment Centres and back offices. The back-office sites or 'back-of-house' estate consists of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The Client's estate is geographically dispersed due to the high street nature of the Job Centre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

The Client operates an 'Estates Target Operating Model' (**ETOM**), which is described further in Annex 1.

## 2. Background to the Client's Requirements

### a. Critical Security Infrastructure (CSI)

The Client's existing electronic security systems have been in place since the early 2000s and are now obsolete, irreparable and do not meet government minimum standards. The systems frequently fail, preventing sites opening and/or creating safety vulnerabilities. The systems also have a short shelf-life as they rely on analogue telephony for communication, which will be withdrawn by the end of 2024. This will render the systems unable to communicate serious incidents off site to enable a proportionate response to take place.

Given the risks this poses to the security of the Client's staff and customer safety, as well as the Client's data and assets, Critical Security Infrastructure (formerly Security Transformation) is a key strategic priority for the Client, forming a major element of the Client's Spending Review (SR) 21 bid. Funding for this programme (in part) was granted as part of the Client's SR21 settlement from H MT.

The CSI programme launched in July 2022 and continue until March 2025, although may run up to March 2026. The expected Capital Works Expenditure is £180m across approximately 605 sites.



## CSI Programme

This Programme is focused on upgrading and modernisation of security equipment and systems across the Client's estate. The Client's strategy is to reduce the size of the estate by c15% which creates the reduction in the estate to 605. At this time, the reduction is not fully understood against specific sites.

The Programme involves replacement/installation and upgrading of security equipment including:

Security Work Required	No of Affected Sites
Automated Access Control Door Full Upgrade (AEGIS — AMAG)	c605
Site Wide Video Surveillance System (VSS) Full Upgrade	c605
Panic Alarm Full Upgrade	c605
IDS Full Upgrade	c605
Key Management Upgrade	c605

The CSI Programme is now in live running, and as of the publication of this document, 178 sites have been identified and approved by the DWP Governance Board, with a further 427 in scope for the remainder of the Programme.

Effective delivery of the CSI Programme requires multiple commercial solutions to be on boarded at pace to form the "Project Team":

The Client has appointed Leading Management Services Ltd (LMS) to provide Security Technical Advisor services, providing specialist security advice, design assurance, on site handovers and project sequencing within the supply chain.

The Client has appointed Mitie FM Ltd (Mitie) and G4S (SS) UK (G4S) to provide elements of the works programme:

- Mitie will provide the required enabling and building works, with Mitie also providing project coordination and other services to support discharge of the Client's duties as Principal Contractor under the Construction (Design and Management) Regulations 2015 (CDM Regs 2015).
- G4S will supply, install and commission the security components as part of the security contract for the Client and will be the Contractor as defined under The Construction (Design and Management) Regulations 2015 (CDM Regs 2015).

- Del Bosque Ltd has been appointed by the Client as Principal Designer under The CDM Regs 2015 until 31/03/2023, also providing assurance that the Client, through services

provided by Mitie, is carrying out all legislative requirements required by the Principal Contractor under The CDM Regs 2015.

- The Client has appointed Perfect Circle JV Ltd to provide programme and commercial management of the programme.

Outside of the Project Team, other support available is as follows:

- Turner and Townsend Project Management Ltd (Turner and Townsend) will support the OPRO and CSI programme through delivery of the new Estates Programme Management Service (EPMS), which went live on 1st February 2022. Please see more detail in Annex 1.
- The Client's internal information technology team will provide digital infrastructure.

### 3. The Client's Requirements

#### The Principal Designer Service

This requirement is for a consultant to support the Department in providing the 'Principal Designer Service' outlined in Table 1 for the CSI Programme. Capitalised terms within Table 1 not defined elsewhere within this Statement of Requirements and Scope are defined within Annex 2.

This 'Principal Designer Service' is required 1st April 2023 to 30th September

#### 2024. **Table 1**

The Consultant shall undertake the following services and any other services required under the Construction (Design and Management) Regulations 2015 (CDM) in providing the Principal Designer and Additional Services in connection with the Client's CSI Programme:

• e of	
1	Provide the Principal Designer Services for all gateway stages, unless instructed otherwise by the Client, as defined in Regulations 11 and 12 of CDM.
2	<p>In consultation with the lead designer, Mitie as "Project Coordinator" and the Client, plan manage and monitor the 'pre-construction' phase to ensure that:</p> <ul style="list-style-type: none"> <li>- So far as is reasonably practicable, the programme is carried out without risks to health and safety</li> <li>- All design, technical, organisational, programming and construction aspects take into account the general principles of the prevention</li> <li>- Health and safety aspects arising from the project are effectively managed</li> <li>- The above bullets are reflected in the content of the Pre-Construction Information Documents (PCIDs)</li> <li>- The PCIDs carry forward to the Construction Phase Plan(s) (CPP).</li> </ul>
3	Liaise with the Project Team and the Client to obtain copies of any existing Health and Safety Files and all available, relevant site information including asbestos reports,

	<p>schematics, hazards and other documentation relating to the project and associated areas affected by the project.</p> <p>On behalf of the Client, compile the PCID where, for complex sites, this will include an initial site visit.</p> <p>Organise and ensure circulation of all PCIDs to the Designers, Principal Contractor/Project Coordinator and any other relevant party.</p>
4	Ensure that suppliers cooperate, liaise and communicate with the Principal Designer, Principal Contractor/Project Coordinator, Client and each other, and visa-versa, in respect of matters relating to health and safety.
5	Advise on health and safety considerations affecting, or affected by, procurement methods, approaches to design, construction, maintenance, operation and decommissioning/removal.
6	Ensure, as far as reasonably practicable, that the Designers, Principal Contractor/Project Coordinator, Contractors and Client comply with their statutory duties under CDM.
7	Ensure the Project Team works to reduce risks, coordinate information, generate solutions for construction, maintenance, operation and removal/decommission that are risk free so far as is reasonably practicable.
8	Participate in the operation of the Project Coordinator's Early Warning System.
9	Attend meetings with the Client and Project Team as necessary.
10	If required by the Client, attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations, for Client approval, based on the results of these exercises to deliver the best overall value for money.
11	Participate in the Change Control Procedures and monitor design development to assess the impact on health and safety in design, construction, maintenance, operation and removal/decommissioning.
12	Work closely with the Client, Project Team and other stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.
13	Update the <b>F10</b> as necessary.
14	Advise the Client on the suitability, or otherwise, of the Construction Phase Plan(s), the DWP Safe to Start form and the proposed welfare facilities, prior to construction work starting on site.
15	Update any existing Health and Safety File used in connection with the project.
16	Provide comment to the Project Team and lead designer to update the Design Responsibility Matrix, Information Exchange and Technology Strategy, as required by the Client.

17	During the pre-construction phases prepare the Health and Safety Files and ensure they contain information relating to the programme and site which is likely to be needed during any subsequent project.
18	Incorporate agreed changes to the concept/technical/developed design, site and project information into the update of the health and safety information and monitor and verify that agreed changes to the design during construction are implemented in accordance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of Project Strategies.
19	Contribute to the Construction Strategy and lead and manage the update and development of the Health & Safety Strategy.
20	Contribute, as necessary, to the review, update and implementation of the Design Programme, Project Programme, Handover Strategy, Project Budget and Project Information. Manage updates to project health and safety information on behalf of the Client. Where applicable, undertake the tasks listed in the Handover Strategy.
21	Lead the assessment of the health and safety impact of design and specification submissions and the further review and evaluation of responses to any design queries, clarifications etc. from the Project Team.
22	Liaise and share with the Principal Contractor/Project Coordinator information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase.
23	Contribute, as necessary, to the provision of information to the Client to assist contract administration of the other suppliers within the Project Team.
24	Monitor the compilation of the 'As Constructed' information provided in accordance with the construction programme and handover. Contribute to the update of the 'As Constructed' information in response to ongoing Client feedback.
25	Contribute to the preparation of a planned maintenance programme for the project and contribute to recommendations for the procurement of the planned maintenance.
26	Assist the Principal Contractor/Project Coordinator in finalising the Construction Phase Plan.
27	Ensure Health and Safety Files are produced for each site in a timely fashion, that they are adequate, complete and to the agreed format. Ensure Health and Files are handed over to the Client.
28	If the Principal Designer's appointment concludes before the end of the programme, ensure all relevant information including completed and draft Health and Safety Files are handed over to the Client and Principal Contractor/Project Coordinator.
29	Contribute to the post completion defect rectification process in accordance with government Soft Landings requirements.

30	Contribute to the review of the Project Coordinator's project performance, project outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects.
31	<p><b>Assurance</b></p> <p>Demonstrate appropriate oversight of Mitie, as Project Coordinators, to assure that they are fulfilling their duties on DWP's behalf.</p> <p>Monitor and provide regular, documented feedback that Mitie is providing consistent, suitable and sufficient services to support the discharge of DWP's Principal Contractor duties across the programme.</p> <p>Monitor and provide regular, documented feedback that Mitie is complying with its scope "DWP — CSI Principal Contractor Support".</p> <p>Where necessary, make recommendations to Mitie and DWP where improvements can be made to ensure the Principal Contractor role is being effectively managed and discharged.</p>

The Consultant shall cooperate and liaise with the Client, Mitie, G4S, LMS, Perfect Circle, as well as other parties in the ETOM as necessary to provide the requirements under this Statement of Requirements and Scope.

The Consultant shall cooperate and liaise with the Client and other parties as necessary to provide the requirements under this Statement of Requirements and Scope and Consultant Proposal.

The Consultant acknowledges and agrees that no guarantee is given by the Client in respect of the volume of work under this contract, which is non-exclusive.

#### **a) Reporting**

The Consultant shall provide regular reports and information relating to these services as detailed in this Statement of Requirements and Scope or otherwise required by the Client, the Supply Chain Integrator and the Estates Programme Management Service (EPMS)<sup>7</sup> detailed in Annex 1.

At a minimum, reporting is required to:

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

#### **b) Client Data**

Data may be shared with and accessed by the Consultant as part of this contract. All data will have Government Security Classification of OFFICIAL and may also be marked as OFFICIAL-SENSITIVE.

#### **c) Site Visits**

Expenses for any necessary site visits are deemed included within the fee proposal and should be limited to the expenses properly spent by the Consultant in providing the Services in line with the Client's Expenses Policy (please see Annex 4).

If required under the latest Government Coronavirus Guidelines, the Client will provide a letter confirming that Consultant personnel undertaking site visits are under contract with the Client and are considered to be key workers.

Consultant Personnel undertaking site visits must comply with the Client's latest coronavirus policies and procedures, minimising contact with others as much as possible. Consultant Personnel must be fully attuned to the Client's business environment and the sensitive nature of the Client's operations. When conducting site visits, Consultant Personnel must ensure photographs taken do not record identifiable images of other persons or elements of the Client's operations beyond the scope of this Statement of Requirements and Scope.

#### **d) Consultant Personnel Requirements**

All *key persons* must be professionally qualified and highly competent in this sector - having relevant technical expertise, qualifications and previous experience in Principal Designer Services.

The Client 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 (BPSS) and the latest [BS7858 code of practice](#).

There is no requirement to apply to the Client or any other third party for BPSS clearance. BPSS clearance is obtained if the following steps have been completed as part of your organisation's pre-employment checks:

- Verification of identity
- Verification of Nationality and Immigration Status (including an entitlement to undertake the work in question)
- Verification of Employment history (past 3 years)
- Verification of Criminal record (unspent convictions only). This will require a basic disclosure certificate (at cost via Disclosure and Barring Service, Disclosure Scotland and Access Northern Ireland).

Copies of the current **HM** Government Baseline Personnel Security Standard, providing further information regarding how each of these steps should be verified, can be found via the following link [Government Baseline Personnel Security Standard](#).

The Consultant is expected to arrange the BPSS and BS7858 checks at no additional charge.

All personnel must comply with the Client's Security Policy (Annex 3). The Consultant will only be expected to comply with those Security Policies and Standards that are applicable to their

delivery model and technologies used, which presumes that all Consultant personnel will be using Consultant issued **IT** equipment and Consultant email addresses.

The Consultant must be able to immediately (on contract award) resource this requirement with Consultant personnel meeting the requirements of this section d).

#### **e) Cooperation, Mobilisation and Handover**

The Consultant will be required to work collaboratively with the Client and all members of the Client's supply chain as necessary to support effective delivery of the CSI programme.

Where there is duplication or a potential conflict of interest between the Services provided by the Consultant and the services of another supplier(s), the Consultant shall bring the matter to the attention of the Client as soon as is reasonably practicable, and work in line with the Client's instructions to resolve the service duplication or potential conflict of interest by agreement with the Consultant and the supplier(s) concerned.

The Consultant will provide an effective handover to colleagues in the Client's operations and any other persons identified by the Client. If required, the Consultant will also provide any assistance required by the Client to exit the contract and tender for any ongoing or future support or services free of charge.

#### **4. Proposal**

Please provide a proposal detailing how you will deliver the 'Principal Designer Service' meeting the Client's requirements. The proposal should include (but not be limited to) the following:

- Details of the key personnel proposed to be used in delivering the services, including rationale for their appointment. The Proposal should include an organogram, whether any of the key personal will be subcontractors, and CVs for those proposed, inclusive of location and grade.
- Timescales to complete this work, specifying any dependencies or potential issues;
- A commercial breakdown of the costs.

## **Annex 1 - The Client's 'Estates Target Operating Model' (ETOM)**

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

The Client operates an 'Estates Target Operating Model' (ETOM), shown in Figure 1, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator'). The Supply Chain Integrator is independent from the Client's Supply Chain and provides an aggregated data, reporting and systems service. As of 1st May 2022, the Client's Supply Chain Integrator KBR is responsible for:

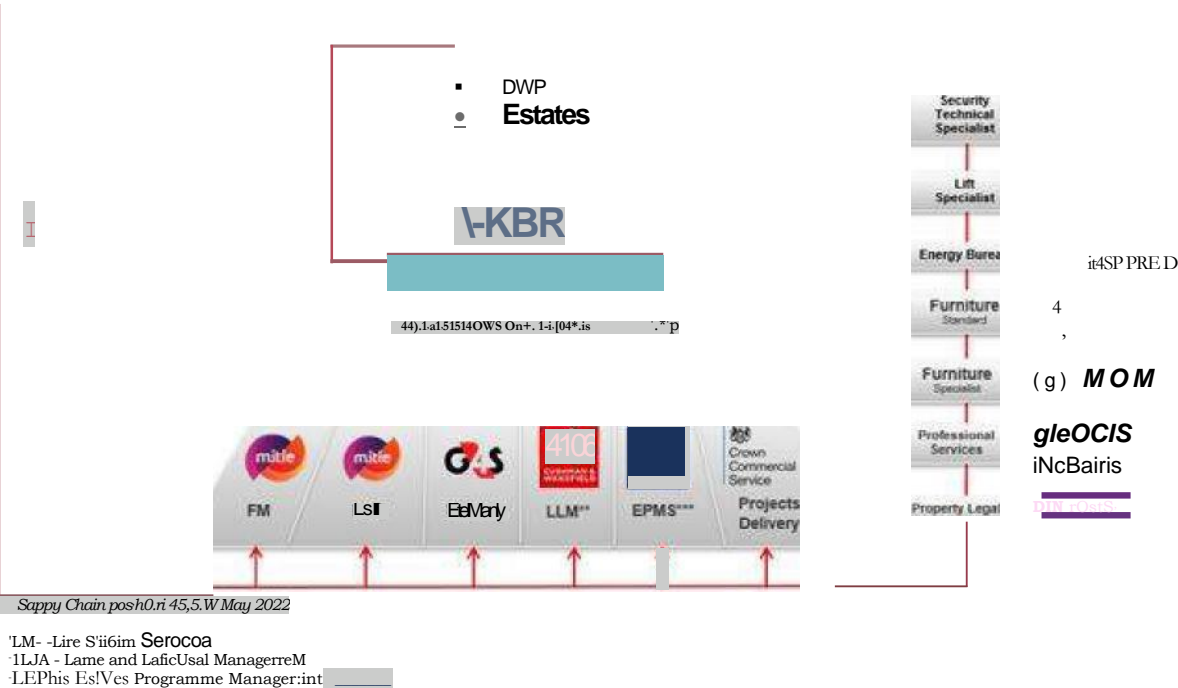
- a) providing a single up-to-date and accurate version of all Client data and information, including a master asset register;
- b) reporting holistically across the Client's estate and estate services;
- c) processing all supply chain invoices for payment;
- d) providing a help desk to the Client's workforce for all estates related problems, incidents or maintenance; and
- e) providing a CAFM system and process for the creation, dissemination, management and closure of work orders between the Client and members of the Client's supply chain.

The Client is also supported by a new Estates Programme Management Service (EPMS) delivered by Turner & Townsend Project Management Limited (Turner & Townsend), which went live on 1st February 2022. Turner & Townsend will provide robust management and oversight across all types of projects for the Client's estate. They will be responsible for setting governance, providing robust Management Information, and oversee cost and risk management for the Client's project pipeline, including major and minor Capex projects, lifecycle works (LCW) and other strategic change programmes.

Turner & Townsend will work closely with the Client's construction professional services suppliers, listed in Table 3, project delivery suppliers and other supply chain members to ensure all project works are initiated, managed and delivered to high standards providing overall value for money, and in line with the Client's strategy and vision.



Figure 1: The Client's Estates Target Operating Model (ETOM)



**ETOM Suppliers**

Suppliers listed within Figure 1 are referred to by the Client as 'towers:'

- FM (Facilities Management):** This tower includes the FM and LSS contracts, supplied by Mitie FM Ltd, the Client's Energy Bureau provided by Inspired Energy Plc and furniture, fittings and equipment (FFE) contracts, supplied by Southern's Broadstock Ltd and Wagstaff Interiors Group;
- Security:** The security tower consists of several contracts for physical security guards and systems, supplied by G4S (SS) UK (G4S);
- Projects Delivery:** This includes the currently appointed providers of construction professional services listed in Table 2, as well as all providers of construction, fit-out and LCW currently appointed to contracts from the Client's now-expired 'Estate Jobcentre & Office Fit Out Contractor Framework,' as well as 21 providers of construction, fit-out and LCW from the Client's 'Taxi Rank Rotational Procedure' shown in Table 3 and Figure 2 respectively. There is a possibility of future awards to further providers of construction from other public sector Frameworks, including those available from Scape and Pagabo, where the Client deems that the 'Taxi Rank Rotational Procedure' is not appropriate. The Projects Delivery supply chain is therefore subject to change.

- **Integrator, EPMS and LLM (Landlord and Lease Management):** This tower includes the Integrator contract with KBR, the EPMS contract with Turner & Townsend and LLM supplied by Cushman and Wakefield Plc. The EPMS will provide robust management and oversight across all types of projects for the Client's estate and will be responsible for setting governance, providing robust management information, and oversee cost and risk management for the Client's project pipeline.

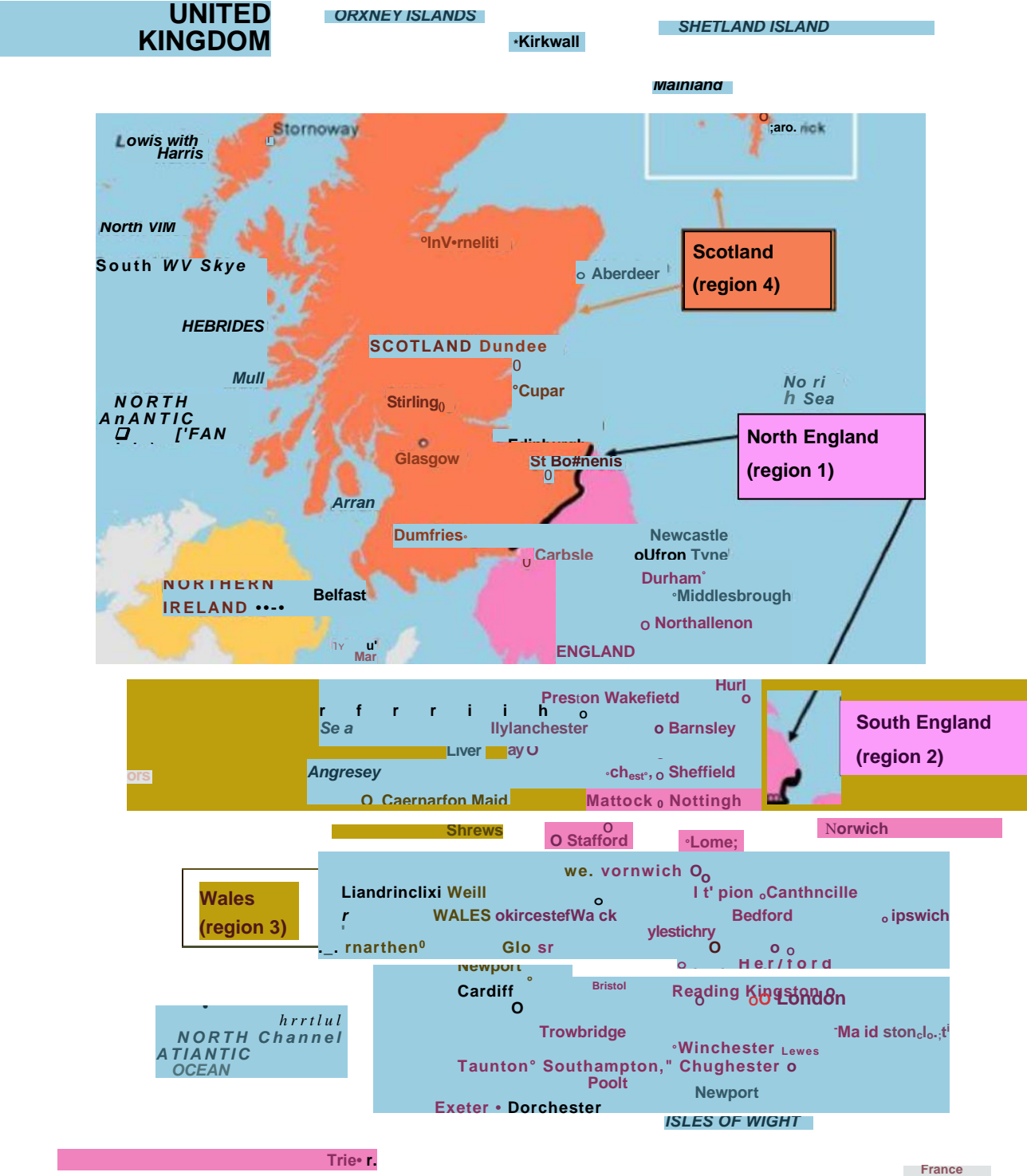
**Table 2: Summary of the Client's Current Construction Professional Services Providers (currently appointed up to 31st March 2023)**

DWP Projects Supported	Supplier	Services	Geographic Area
LCW and minor business as usual projects	McBains Ltd	<ul style="list-style-type: none"> <li>• Cost Managers</li> </ul>	Nationally across England, Wales and Scotland
	Gleeds Advisory Ltd	<ul style="list-style-type: none"> <li>• Project Managers</li> <li>• Contract Administrators</li> <li>• Principal Designers</li> <li>• Technical Advisors</li> </ul>	
Major Capex and WPT projects	Gleeds Advisory Ltd	<ul style="list-style-type: none"> <li>• Project Managers</li> <li>• Contract Administrators</li> </ul>	Nationally across England, Wales and Scotland
	McBains Ltd	<ul style="list-style-type: none"> <li>• Architects</li> <li>• Building Services Engineer (Mechanical and Electrical Engineers)</li> </ul>	Scotland, North-East England, North-West England, Yorkshire and the Humber and East Midlands
	Ridge & Partners LLP	<ul style="list-style-type: none"> <li>• Civil Engineer</li> <li>• Principal Designer</li> <li>• Building Information Management (BIM) Information Manager</li> <li>• BIM Coordinator</li> <li>• Cost Managers</li> </ul>	Wales, West Midlands, East of England, South East, South West and London
Perfect Circle JV Ltd		<ul style="list-style-type: none"> <li>• WPT Programme Managers and CSI Programme and Commercial Managers</li> </ul>	Nationally

**Table 3: The Client's 'Taxi Rank Rotational Procedure' Contractors**

Suppliers	LOT A				LOT E				LOT C			
	£0-f 300,000				£300,000- E m				£5m- Elem.			
	North	South	Scotland	Wales	North	South	Scotland	Wales	North	South	Scotland	
AMEY DEFENCE SERVICES LIMITED					X		X	X				
BEARD CONSTRUCTION						X						
CLARK			X				X					
CONAMAR BUILDING SERVICES LATE		X				X						
F, PARKINSON LIMITED	X				X							
FES SUPPORT SERVICES LIMITED	X	X	X	X	X	X	X	X	X			
GHI CONTRACTS			X				X					
MORRIS & SPOTTISWOOD LIMITED	X		X		X		X					
ROSSLEE	X				X							
SEDDON CONSTRUCTION LTD	X				X							
LOGAN CONSTRUCTION (SOUTH EAST) LTD					X	X						
BOWMER&KIRKLAND									X		X	
CONLON CONSTRUCTION LIMITED									X			
ISG CONSTRUCTION LIMITED									X	X	X	X
JOHN GRAHAM CONSTRUCTION LIMITED										X	X	
KIER CONSTRUCTION LIMITED									X		X	
MCLAUGHLIN & HARVEY LIMITED									X	X	X	
SPELLER METCALFE LIMITED									X			
TILBURY DOUGLAS									X	X	X	X
VINCI CONSTRUCTION UK LIMITED										X		X
WATES CONSTRUCTION LIMITED									X		X	X

**Figure 2: The Client's `Taxi Rank Rotational Procedure' Regions**



Annex 2 — Table 1 Definitions

'As Constructed' Information	Information produced at the end of a project to represent what has been constructed. This will comprise a mixture of 'as-built' information from specialist sub-contractors and the 'final construction issue' from design team members. A Client may also wish to undertake 'as-built' surveys using new surveying technologies, to bring a further degree of accuracy to this information.
BIM	Building Information Modelling
Business Case	The rationale behind the initiation of a new building project. It may consist solely of a reasoned argument. It may contain supporting information, financial appraisals or other background information. It should also highlight initial considerations for the Project Outcomes. In summary, it is a combination of objective and subjective considerations. The Business Case might be prepared in relation to a number of sites or in relation to assessing refurbishment against new build option
CDE	Common Data Environment
Change Control Procedures	Procedures for controlling changes to the design and construction, following the sign-off of the concept design and the Final Project Brief
Client Feedback	Feedback from the Client to the end users, following completion of a project.
Construction Programme	The period in the Project Programme and the building contract for the construction of the project, commencing at the start of the site mobilisation date and ending at Practical Completion.
Construction Strategy	A strategy that addresses specific aspects of the design that may affect the buildability or logistics of constructing a project, or may affect health and safety aspects and comprises items such as cranes, site access and accommodation locations, reviews of the supply chain and sources of materials, and specific buildability items, such as the choice of frame (steel or concrete) or the installation of larger items of plant. On a smaller project, the strategy may be restricted to the location of site cabins and storage, and the ability to transport materials up an existing staircase.
Design Programme	A programme setting out the strategic dates in relation to the design process. It is aligned with the Project Programme.
Design Queries	Queries relating to the design arising from the site, typically managed using a contractors in-house request for information or technical query process.

Design Responsibility Matrix	A matrix that sets out who is responsible for designing each aspect of the project and when. This document sets out the extent of any performance specified design. The Design Responsibility Matrix is created at a strategic level at RIBA Stage 1 and fine-tuned in response to the concept design at the end of RIBA Stage 2, and reviewed and updated at RIBA Stages 3, 4 and 5 in order to ensure that there are no design responsibility ambiguities at RIBA Stages 3, 4 and 5
Early Warning System	A system whereby the member of a Project Team notifies the Client and other Project Team members (as appropriate) as soon as the member is aware of a matter adversely affecting the project, its own performance or the performance of another member of the Project Team. The notification shall include proposals (within the scope of its agreed role, responsibilities and expertise) for avoiding or remedying the matter.
Feasibility Study	Studies undertaken to test the feasibility of the Initial Project Brief on a specific site or in a specific context and to consider how site-wide issues will be addressed.
Feedback	Feedback from the Project Team and the end users, following completion of a project.
Final Project Brief	The Initial Project Brief amended so that it is aligned with the concept design and any briefing decisions made during RIBA Stage 2. (Both the concept design and Initial Project Brief are Information Exchanges at the end of RIBA Stage 2).
GSL process/ GSL requirements	Government Soft Landings process/ Government Soft Landings requirements
Handover Strategy	The strategy for handing over a building, including the requirements for phased handovers, commissioning, training of staff or other factors crucial to the successful occupation of a building. The Government Soft Landings process shall be used as the basis for formulating the strategy and undertaking a Post-Occupancy Evaluation.
HSE	Health and Safety Executive
Health & Safety Strategy	The strategy covering all aspects of health and safety on the project, outlining legislative requirements as well as other project initiatives, including the Maintenance and Operational Strategy.
Information Exchange	The formal issue of information for review and sign-off by the Client at key stages of the project. The Project Team may also have additional formal Information Exchanges as well as the many

	informal exchanges that occur during the iterative design process.
Information Model	All documentation, non-graphical information and graphical information which the Project Team is required to provide into the Information Model for the purpose of delivering Project Outputs.
Initial Project Brief	The brief prepared following discussions with the Client to ascertain the Project Objectives, the Client Business Case and, in certain instances, in response to site Feasibility Studies.
Maintenance and Operational Strategy	The strategy for the maintenance and operation of a building, including details of any specific plant required to replace components.
Post Occupancy Evaluation	Evaluation undertaken post-occupancy to determine whether the Project Outcomes, both subjective and objective, set out in the Final Project Brief have been achieved.
Practical Completion	Practical Completion is a term used to signify the date on which a project is handed over to the Client. The date triggers a number of contractual mechanisms.
Principal Contractor	The Principal Contractor will be appointed by the Client in due course.
Project Budget	The Client budget for the project, which may include the construction cost as well as the cost of certain items required post completion and during its operational use.
Project Information	Information, including models, documents, specifications, schedules and spreadsheets, issued between parties during each stage and, in formal Information Exchanges, at the end of each RIBA Stage.
Project Objectives	The Client key objectives as set out in the Initial Project Brief. The document includes, where appropriate, the Client Business Case, Sustainability Aspirations or other aspects that may influence the preparation of the brief and, in turn, the concept design stage. For example, Feasibility Studies may be required in order to test the Initial Project Brief against a given site, allowing certain high-level briefing issues to be considered before design work commences in earnest
Project Outcomes	The desired outcomes for the project (for example, in the case of a hospital this might be a reduction in recovery times). The outcomes may include operational aspects and a mixture of subjective and objective criteria.



Project Performance	The performance of the project, determined using Feedback, including about the performance of the Project Team and the performance of the building against the desired Project Outcomes.
Project Programme	The overall period for the briefing, design, construction and post-completion activities of a project.
Project Strategies	<p>The strategies developed in parallel with the concept design to support the design and, in certain instances, to respond to the Final Project Brief as it is concluded. These strategies will typically include</p> <ul style="list-style-type: none"> <li>• -acoustic strategy</li> <li>• fire engineering strategy</li> <li>• Maintenance and Operational Strategy</li> <li>• Sustainability Strategy</li> <li>• building control strategy</li> <li>• Technology Strategy</li> </ul> <p>These strategies are usually prepared in outline at RIBA Stage 2 and in detail at RIBA Stage 3, with the recommendations absorbed into the RIBA Stage 4 outputs and Information Exchanges. The intention is that they should be transferred into the various models or drawn information.</p>
Project Team	The participants involved in the delivery of a project, as identified in section 2 of this Statement of Requirements and Scope.
Quality Objectives	The objectives that set out the quality aspects of a project. The objectives may comprise both subjective and objective aspects, although subjective aspects may be subject to a design quality indicator (DQI) benchmark review during the Feedback period.
RIBA	Royal Institute of British Architects
Risk Assessments	The Risk Assessments consider the various design and other risks on a project and how each risk will be managed and the party responsible for managing each risk.
Site Information	Specific Project Information in the form of specialist surveys or reports relating to the project or site specific context.
Sustainability Aspirations	The Client aspirations for sustainability, which may include additional objectives, measures or specific levels of performance in relation to international

	standards, as well as details of specific demands in relation to operational or facilities management issues.
Sustainability Checkpoint	Shall include as a minimum the consideration of issues and provision information and advice as to life cycle costs, including costs in use, appropriate sources of energy, thermal modelling, energy conservation, solar gain, environmental impact issues, water consumption, maintenance and renewal requirements, any potential benefits of long term maintenance agreements in relation to specific equipment and plant etc.
Technology Strategy	<p>The strategy established at the outset of a project that sets out technologies, including Building Information Modelling (BIM) and any supporting processes (including the Project BIM Protocol, Project Information and the BIM documents), and the specific software packages that each member of the Project Team will use. Any interoperability issues can then be addressed before the design phases commence. This strategy also establishes how information is to be communicated and managed by the use of a Common Data Environment and all information, non-graphical and graphical, and the file formats for such information that the Project Team is required to provide into the Information Model for the purpose of delivering Project Outputs.</p>

## Annex 3 - Security Policy

### 1. GENERAL

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Client's security requirements as set out in the Contract which include the requirements set out in this Annex 3 (the "**Security Policy**"). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client's Systems Environment and the Consultant's Systems Environment.

Terms used in this Annex 3 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of the Contract.

"Availability Test"	shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Client.
"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none"><li>(I) any unauthorised access to or use of Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</li><li>(II) the loss and/or unauthorised disclosure of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</li><li>(III) any unauthorised event resulting in loss of availability of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</li></ul>

	(IV) any unauthorised changes or modification to any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).
<b>"CHECK"</b>	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
<b>"Client Assets"</b>	mean any Client Devices and Client Data.
<b>"Client Data"</b>	<p>means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:-</p> <ul style="list-style-type: none"> <li>(i) supplied to the Consultant by or on behalf of the Client; or</li> <li>(ii) which the Consultant is required to generate, process, store or transmit pursuant to this contract.</li> </ul>
<b>"Client's Systems Environment"</b>	means all of the Client's ICT systems which are or may be used for the provision of the <i>services</i> .
<b>"Cloud"</b>	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
<b>"Consultant's Systems Environment"</b>	means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the <i>services</i> .

<b>"Cyber Essentials"</b>	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
<b>"Cyber Security Information Sharing Partnership" or "CiSP"</b>	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
<b>"Client's Systems Environment"</b>	means all of the Client's ICT systems which are or may be used for the provision of the <i>services</i> .
<b>"Good Security Practice"</b>	<p>shall mean:</p> <ul style="list-style-type: none"> <li>a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</li> <li>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and</li> </ul>

	<p>stakeholders by generally recognised authorities and organisations; and</p> <p>c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.</p>
<b>"Information Security"</b>	<p>shall mean:</p> <p>a) the protection and preservation of:</p> <p>i) the confidentiality, integrity and availability of any Client Assets, the Client's Systems Environment (or any part thereof) and the Consultant's Systems Environment (or any part thereof);</p> <p>ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and</p> <p>b) compliance with all Law applicable to the processing, transmission, storage and disposal of Client Assets.</p>
<b>"Information Security Manager"</b>	<p>shall mean the person appointed by the Consultant with the appropriate experience, authority and expertise to ensure that the Consultant complies with the Security Policy.</p>
<b>"Information Security Management System ("ISMS")"</b>	<p>shall mean the set of policies, processes and systems designed, implemented and maintained by the Consultant to manage Information Security Risk as specified by ISO/IEC 27001.</p>
<b>"Information Security Questionnaire"</b>	<p>shall mean the Client's set of questions used to audit and on an ongoing basis assure the Consultant's compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan.</p>

<b>"Information Security Risk"</b>	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
<b>"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301"</b>	<p>shall mean</p> <ul style="list-style-type: none"> <li>a) ISO/IEC 27001;</li> <li>b) ISO/IEC 27002/IEC; and</li> <li>c) ISO 22301</li> </ul> <p>in each case as most recently published by the International Organization for Standardization or its successor entity (the <b>"ISO"</b>) or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p>
<b>"NCSC"</b>	shall mean the National Cyber Security Centre or its successor entity (where applicable).
<b>"Penetration Test"</b>	shall mean a simulated attack on any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).
<b>"PCI DSS"</b>	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the <b>"PCI"</b> ).
<b>"Risk Profile"</b>	shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
<b>"Security Test"</b>	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
<b>"Security Policies"</b>	mean the Client's Security Policies published by the Client from time to time and shall include any successor, replacement or

	additional Security Policies. The Security Policies are set out in Annex A.
<b>"Security Policies and Standards"</b>	mean the Security Policies and the Security Standards
<b>"Security Standards"</b>	mean the Client's Security Standards published by the Client from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex <b>B</b> .
<b>"Tigerscheme"</b>	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
<b>"Vulnerability Scan"</b>	shall mean an ongoing activity to identify any potential vulnerability in any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).

- 1.1 Reference to any notice to be provided by the Consultant to the Client shall be construed as a notice to be provided by the Consultant to the Client.

## **2. PRINCIPLES OF SECURITY**

- 2.1 The Consultant shall at all times comply with the Security Policy and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

## **3. ISO/IEC 27001 COMPLIANCE AND AUDIT**

- 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with ISO/IEC 27001 in relation to the *services* during the Contract.
- 3.2 The Consultant shall appoint an Information Security Manager and shall notify the Client of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.3 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:



- a) a scope statement (which covers all of the Services provided under this Contract);
  - b) a risk assessment (which shall include any risks specific to the Services);
  - c) a statement of applicability;
  - d) a risk treatment plan; and
  - e) an incident management plan
- in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Client upon request within 10 Working Days from such request.

- 3.3A If the Consultant reasonably considers that it is not reasonably commercially possible for it to comply with paragraphs 3.1 and 3.3 of this Schedule by the start of the *service period*, the Consultant shall:
- a) give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;
  - b) provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract:
    - i. a proposed action plan (including a timetable) indicating how the Consultant will become compliant with paragraphs 3.1 and 3.3 of this Schedule and the dates by which they can reasonably become compliant (assuming the Consultant uses all reasonable endeavours to do so) ("**Proposed ISO27001 Action Plan**"); and
    - ii. its proposed Information Security Management System that mitigates the failure to comply with paragraphs 3.1 and 3.3 of this Schedule as far as reasonably commercially possible and which is otherwise compliant with the requirements of this Schedule ("**Proposed ISMS**"), and the Consultant shall make such amendments to the Proposed ISO27001 Action Plan and the Proposed ISMS that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed ISO27001 Action Plan and Proposed ISMS (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which they shall become the "**ISO27001 Action Plan**" and "**Interim ISMS**" respectively;
  - c) use all reasonable endeavours to become compliant with paragraphs 3.1 and 3.3 of this Schedule as soon as possible and in any event shall become compliant by no later than the dates set out in the ISO27001 Action Plan; and
  - d) operate and maintain the Proposed ISMS until such time as the Interim ISMS is approved, upon which it will operate and maintain the Interim ISMS, as modified from time to time pursuant to the implementation of the ISO27001 Action Plan.
- Any breach of this paragraph 3.3A constitutes a substantial failure to comply with the Consultant's obligations under the Contract.

- 3.4 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.
- 3.5 Notwithstanding the provisions of paragraph **Error! Reference source not found.** to paragraph **Error! Reference source not found.**, the Client may, in its absolute discretion, notify the Consultant that it is not in compliance with the Security Policy and provide details of such non-compliance. The Consultant shall, at its own expense, undertake those actions required in order to comply with the Security Policy within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Security Policy within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

#### 4. CYBER ESSENTIALS SCHEME

- 4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during the *service period*. The Cyber Essentials Certificate shall be provided by the Consultant to the Client annually on the dates as agreed by the Parties.
- 4.2 The Consultant shall notify the Client of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the *service period* after the first date on which the Consultant was required to provide a Cyber Essentials Certificate in accordance with paragraph **Error! Reference source not found.** (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.
- 4.3 If the Consultant reasonably considers that it is not reasonably commercially possible for it to obtain certification to Cyber Essentials by the start of the *service period*, the Consultant shall:
- a) give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;
  - b) provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract, a proposed action plan (including a timetable) indicating how certification to Cyber Essentials will be

obtained and the date by which it will be obtained (assuming the Consultant uses all reasonable endeavours to do so) ("**Proposed CEP Action Plan**") and the Consultant shall make such amendments to the Proposed CEP Action Plan that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed CEP Action Plan (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which it shall become the "**CEP Action Plan**"; and

- c) use all reasonable endeavours to obtain certification to Cyber Essentials soon as possible and in any event shall become compliant by no later than the dates set out in the CEP Action Plan.

Any breach of this paragraph 4.3 constitutes a substantial failure to comply with the Consultant's obligations under the Contract.

## 5. RISK MANAGEMENT

- 5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Client upon request within 10 Working Days of such request. The Client may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Security Policy. The Consultant shall, at its own expense, undertake those actions required in order to implement the changes required by the Client within one calendar month of such request or on a date as agreed by the Parties.

- 5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or (iii) at the request of the Client. The Consultant shall provide the report of the Risk Assessment to the Client, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Client within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

- 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, CO-  
operate with the Client in relation to the Client's own risk management processes regarding the *services*.

- 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph **Error! Reference source not found..** Any failure by the Consultant to comply with any requirement of this paragraph **Error! Reference source not found.** (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

## 6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, complete the information security questionnaire in the format stipulated by the Client (the "**Information Security Questionnaire**") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Client's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Client's System Environment or (iii) at the request of the Client which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Client. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Client in its absolute discretion.
- 6.3 The Client shall be entitled to send an agent appointed by it, or such other person it shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Client notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Consultant provides code development services to the Client, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Client's Systems Environment.
- 6.5 Where the Consultant provides software development services, the Consultant shall comply with the code development practices specified in the Statement of Requirements and Scope or in the Security Policy.

- 6.6 The Client, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Client at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Client as the Client may reasonably require.
- 6.7 The Client shall schedule regular security governance review meetings which the Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

## **7. PCI DSS COMPLIANCE AND CERTIFICATION**

- 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the Consultant shall comply with the PCI DSS.
- 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance certificates ("**AoC**") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("**SAQ**") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The Consultant shall provide the respective PCI Reports to the Client upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Client of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

## **8. SECURITY POLICIES AND STANDARDS**

- 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and **B**.
- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Client may issue instructions to the Consultant to comply with any amended Security Policy as required by the Client, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event. Accordingly a new clause 60.1(14) shall be added that reads "An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 8 occurs which increases the burden on the Consultant pursuant to this Contract".

- 8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

## **9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP**

- 9.1 The Consultant may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the *service period*. The Consultant may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 Where the Consultant becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant's Risk Management Policy.

## **ANNEX A - CLIENT SECURITY POLICIES AND STANDARDS**

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls — May 2018  
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media  
(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

## ANNEX B - SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation**
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching



## **Annex 4 - The Client's Expenses Policy**

Annexure 2 - DWP  
Travel Policy2 - Apr 21

**New Z clauses:**

Z1.2 Insert a new clause 1.2:

"The Security Requirements set out in "Contract Schedule 1 — The Statement of Requirements and Scope — Annex 2 will apply." "Perfect Circle's (PC) Business Management System (BMS) is certified to ISO 9001, 45001, 44001 and Constructionline. In addition, the PC BMS is aligned to ISO 27001 and its scope is included within third party audits which are undertaken in our Head Office which we co-share with Pick Everard whose BMS is certified to ISO 27001. Perfect Circle also has Cyber Essentials and Cyber Essentials Plus certification. Nicola Thompson, who is Perfect Circles Head of Central Framework Team, oversees all third-party certification for Perfect Circle as well as Pick Everard. Perfect Circle will operate the appointment in accordance with DWP's Security Policy and shall procure that any Sub-consultant (Gleeds Cost Management and Del Bosque) shall comply with ISO/IEC 27001 in relation to the services during the Contract." The Contract Schedule 1 — The Statement of Requirements and Scope is attached under Doc 1.

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

Z28.9 The following information may be 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 *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges 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 *Client* 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 *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

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

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

**Z29 Amendments to the Secondary Option Clauses - X11 (Termination by the *Client*)**

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

