

Redaction Statement

Contract Title: **Dstl Building Condition Survey**

Supplier: **Perfect Circle JV Limited**

Contract Start Date: **16 January 2025**

Contract End Date: **14 March 2025**

Contract Value: **£19,771.4 (exVAT)**

This contract was awarded under the Terms and Conditions of SCAPE Construction Framework Short Service Delivery Agreement (NEC 4 ECC Option A) Rev 7 Rev 4 01-04-2021, and utilised the copyrighted SCAPE and NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

Z Clauses

Z1.1 The additional conditions of contract stated in the Contract Data are part of this contract.

Z1A The Consultant warrants that they have not done and will not do anything that would result in a breach of the Employer's Security Procedures or the Official Secrets Act.

Z2 The Consultant warrants that it has not done and will not do any of the following (hereafter referred to as

"Prohibited Acts")

a) offered, given or agreed to give to any Crown servant any gift or consideration of any kind as an inducement or reward;

i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Crown;

b) entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Employer, and in respect of any breach of any of the above warranties and undertakings the Consultant acknowledges that the Employer will be entitled to claim damages against the Consultant.

Z3 In performing the services the Consultant shall not use Prohibited Materials or produce designs that may use Prohibited Materials.

Z4 The Consultant shall inform the Employer, as soon as practicable, in writing of any Change of Control.

Z5 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the Consultant, its agents or Subconsultants, or key people, and where there is a finding against the relevant party in such investigation or proceedings, the Consultant shall indemnify the Employer and the Employer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Employer may have been ordered or required to pay to a third party.

Z6 The Consultant shall ensure at no extra cost to the Employer that for the purposes of carrying out any audit, the Employer's internal and nominated external auditors are given access to inspect and examine such documents as may reasonably be required which are owned, held or otherwise within the control of the Consultant. The Consultant shall also promptly provide such oral and written explanations as it is considered necessary in order to assist the auditors referred to above to carry out their functions.

Z7 The Consultant shall for the purpose of carrying out any audit provide, at no additional cost to the Employer, such facilities for representatives of the Employer as the Employer may reasonably require

Z8 The Consultant shall, hold harmless and indemnify the Employer on demand from and against all Losses incurred by or imposed upon the Employer as a result of:

- 1) death or personal injury;**
- 2) loss, damage to or loss of use of property or assets (including property or assets belonging to the Employer or for which it is responsible);**
- 3) breach of statutory duty;**
- 4) any third party claims arising out of, or in consequence of, the performance or non-performance by the Consultant, arising from any breach of contract, tort (including negligence) or breach of statutory duty by the Consultant.**

Z9 Fraud

At all stages of its involvement under and in connection with the services, the Consultant shall take all practicable steps to prevent fraud and/or the risk of fraud arising. If in the reasonable opinion of the Employer the Consultant commits any fraud (as defined by the Law of the Contract) in relation to the services or any contract with the Employer or any other public body then the Employer may terminate the services for the Consultant's default by giving 10 Working Days' notice to the Consultant. The Consultant shall, keep and maintain all relevant records, invoices, approvals, notes; minutes of meetings and all such other original documents as may be required to verify the services carried out by the Consultant and its Subconsultants so that they may be provided upon request by the Employer. The Consultant shall immediately report to the Employer any circumstances giving rise to fraud within its own organisation, that of its Subconsultants, the Employer or otherwise in relation to the services and shall provide all such relevant information which may assist the Employer in dealing with such report efficiently and effectively. The Employer shall be entitled to set-off, deduct, abate or recover as a debt against the Consultant all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

Z10 Use of Information Technology (IT)

The Consultant and its Subconsultants may use any of the Employer's IT Systems including connections to the internet or intranet services, with express permission from the Employer, and appropriate security clearance and only for the performance of the services. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the Employer's premises, is subject to the approval of the Employer and said third party. The Consultant shall procure that its employees, and its Subconsultants and their employees, comply with the Employer's policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet services. The Employer may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions. The Consultant shall take all reasonably practicable precautions to ensure that its employees, and its Subconsultants and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes. The Consultant shall not cause or allow any of its employees, or its Subconsultants and their employees, to bring the reputation of the Employer or Employer into disrepute by any action, activity or behaviour in connection with computer hardware or software. Failure by the Consultant to comply with this Clause shall constitute a material breach of this agreement which may lead to termination.

Z11 Transfer

Neither Party to this contract shall give, bargain, sell, assign, or otherwise dispose of this contract or any part thereof, or the benefit or advantage of this contract or any part thereof, without the previous consent in writing of the other Party.

Z12 Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which the relevant Party is entitled to recover from the other Party pursuant to this contract.

Z13 Contractors Personnel at Government Establishments

The Consultant shall comply with DEFCON 76 which can be found at www.gov.uk

Z14 Cyber

The Consultant shall comply with DEFCON 658 which can be found at www.gov.uk

Z15 Official Sensitive Security Requirements

The Consultant shall comply with DEFCON 660 which can be found at www.gov.uk

Z16 The Public Contracts Regulations 2015

The Client may terminate the Consultant's obligation to provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply. If the Client terminates under the provisions of paragraph 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 Client otherwise terminates under the provisions of paragraph 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. 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. 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.**

Z17 Russian/Belarusian products and/or services

The Consultant shall, and shall procure that their Subconsultants shall, notify the Client in writing as soon as they become aware that:

- a. the Services contain any Russian/Belarusian services; or**
- b. that the Consultant or any part of the Consultant's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:**

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement. The Consultant shall, and shall procure that their Subconsultants shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian services and/or entities and shall provide all reasonable assistance to the Client to understand the nature, scope and impact of any such services and/or entities on the provision of Services.

The Client shall consider the notification and information provided by the Consultant and advise the Consultant in writing of any concerns the Client may have and/or any action which the Client will require the Consultant to take. The Consultant shall be required to submit a response to the concerns raised by the Client, including any plans to mitigate those concerns, within 14 business days of receipt of the Client's written concerns, for the Client's consideration. The Consultant shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.