



Framework Agreement between

(1) Torbay Council

and

(2)

In respect of

**South West Consultants Framework
2017 - 2021**

Dated

6 January 2017

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This agreement is dated 6 January 2017

PARTIES

- (1) **Torbay Council** whose principal place of business is at the Town Hall Castle Circus Torquay Devon TQ1 3DR (**Authority**).
- (2) [**insert supplier name**] incorporated and registered in England and Wales with company number [**insert company number**] whose registered office is at [**insert registered office address**] (**Supplier**).

BACKGROUND

- (A) The Authority placed a contract notice 2016/S 046-076297 on 2 March 2016 in the Official Journal of the European Union seeking expressions of interest from potential service providers for the provision of Services (divided into Lots) to itself and the Other Contracting Bodies identified in the contract notice under a framework agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential service providers (including the Supplier) on 25 July 2016 to tender for the provision of consultancy services in the construction sector.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide services to those Customers who place Orders for Lots in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (E) It is the Parties' intention that Customers have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to Clause 10

Auditor: means the National Audit Office or an auditor appointed by the Authority as the context requires.

Authority means Torbay Council

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier.

Award Criteria: means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Collateral Warranty means a document in the form set out in Schedule 8

Commencement Date: means 6 January 2017.

Competed Services: means the competed services set out in Part 1 of Schedule 1.

Competed Services Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Services as set out in Schedule 2 and the Order Form.

Complaint: means any formal complaint raised by any Customer in relation to the performance under the Framework Agreement or any Contract in accordance with clause 20.

Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3).

Customer: means the Authority and any other contracting authority (as defined in regulation 2 of the Regulations) described in the OJEU Notice.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: means the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIR) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Framework Year: means a period of 12 months, commencing on the Commencement Date.

Guarantee: or **Indemnity** means the deed of guarantee in favour of the Authority or relevant Other Contracting Body entered into by the Guarantor (which is in the form set out in Clause 16) or any guarantee acceptable to the Authority or the relevant Other Contracting Body that replaces it from time to time.

Guarantor: means the organisation providing the Guarantee or Indemnity.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Law: means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

Lots: means the Services divided into lots as referred to in the OJEU Notice and set out in Part 2.

Management Information: means the management information specified in Schedule 6.

Month: means a calendar month.

NEC 3: means New Engineering Contract 3rd Edition

OJEU Notice: means the contract notice 2016/S 046-076297 on 2 March 2016 published in the Official Journal of the European Union.

Order: means an order for Services sent by any Customer to the Supplier in accordance with the award procedures in Clause 4.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with Clause 4.7.

Other Contracting Bodies: means all Customers except the Authority.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. **Holding Company** shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Supplier.

PQQ Response: means the response to the pre-qualification questionnaire submitted by the Supplier to the Authority on 15 April 2016.

Pricing Matrices: means the pricing matrices set out in Schedule 3.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

Regulations: means the Public Contracts Regulations 2015 (*SI 2015/102*).

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the services detailed in Schedule 1.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Standard Services: means the standard services referred to in Schedule 1.

Standard Services Award Criteria: means the award criteria to be applied for the award of Contracts for Standard Services as set out in Schedule 2.

Subcontract: means; any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party and includes any contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier.

Supplemental Tender: means the documents submitted to a Customer in response to the Customer's invitation to Framework Providers for formal offers to supply it with Competed Services.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement as set out in Schedule 1.

Tender: means the tender submitted by the Supplier to the Authority on 23 September 2016.

Term: means the period commencing on the Commencement Date and ending on 05 January 2021 or on earlier termination of this Framework Agreement.

Termination Date: means the date of expiry or termination of this Framework Agreement.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and the neuter;

(c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

(d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(e) references 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 enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

(g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;

(h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;

(i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

(j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to Customers.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from Customers during the Term.
- 3.3 Customers may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in Clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Regulations and the ordering procedure in Clause 4.1. If there is a conflict between Clause 4 and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any Services under this Framework Agreement are required each and every Customer shall:
 - (a) Enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in Clause 4.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Services and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.6 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

4. AWARD PROCEDURES

Awards under the Framework Agreement

- 4.1 If a Customer decides to source Services through the Framework Agreement then it may:
 - (a) satisfy its requirements for the Standard Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition; or
 - (b) satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of Clause 4.3.

Standard Services (awards without re-opening competition)

- 4.2 Any Customer ordering Standard Services under the Framework Agreement without re-opening competition shall:
- (a) identify the relevant Lot which its Standard Services requirements fall into;
 - (b) send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 2;
 - (c) if the Framework Provider who was ranked highest is not able to provide the Services, send an Order to the Framework Provider ranked next highest;
 - (d) repeat the process set out in Clause 4.2(c) until the Order is fulfilled or there are no further Framework Providers qualified to fulfill it.

Competed Services (awards following further-competitions)

- 4.3 Any Customer ordering Competed Services under the Framework Agreement shall:
- (a) identify the relevant Lot(s) that its Competed Services requirements fall into;
 - (b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
 - (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - (d) invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:
 - (i) consult through an electronic portal with the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit an expression of interest and then if successful a Supplemental Tender;
 - (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
 - (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
 - (e) apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
 - (f) subject to Clause 4.5 place an Order with the successful Framework Provider.
- 4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this Clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this Clause 4).
- 4.5 Notwithstanding the fact that the Customer has followed the procedure set out above for Competed Services, the Customer may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige any Customer to place any Order for Services.

Responsibility for awards

- 4.6 The Supplier acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- (a) the conduct of Other Contracting Bodies in relation to the Framework Agreement; or
 - (b) the performance or non-performance of any Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

Form of Order

- 4.7 Subject to Clause 4.1 to Clause 4.6 above, each Customer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving fax, e-mail or other online solutions.

Accepting and declining Orders

- 4.8 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Customer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:
- (a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or
 - (b) notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.
- 4.9 If the Supplier:
- (a) notifies the Customer that it is unable to fulfil an Order; or
 - (b) the time limit referred to in Clause 4. has expired;

then the Order shall lapse and the relevant Customer may then send that Order to another Framework Provider in accordance with the procedure set out in clause Clause 4.2 (d).

- 4.10 If the Supplier modifies or imposes conditions on the fulfillment of an Order, then the Customer may either:
- (a) reissue the Order incorporating the modifications or conditions; or
 - (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of Clause 4.9 shall apply.

- 4.11 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

- 5.1 The Supplier shall perform all Contracts entered into with a Customer in accordance with:
- (a) the requirements of this Framework Agreement; and
 - (b) the terms and conditions of the respective Contracts.

- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Cal Off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Contract;
 - (b) the Order Form except Appendices B (Supplier's Tender) and C (Supplemental Tender) to the Order Form;
 - (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix B (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender);
 - (d) any other document referred to in the clauses of the Contract; and
 - (e) Schedule 1, part 2 of the Framework Agreement and Appendix B to the Order Form (the Supplier's Tender), and Appendix C to the Order Form (Supplemental Tender).

6. PRICES FOR SERVICES

- 6.1 The prices offered by the Supplier for Contracts to Customers for Standard Services shall be the prices listed in the Pricing Matrix for the relevant Lot and such prices shall be adjusted in accordance with the provisions of Schedule 3.
- 6.2 The prices offered by the Supplier for Contracts to Customers for Competed Services shall be based on the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to Clause 4.
- 6.3 In the event that the final construction value varies by more than 10% from the estimated value –on the agreed contracts sum- used to establish the price then the price will be varied in accordance with the final contract value.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

The Supplier warrants and represents to the Authority and to each of the Other Contracting Bodies that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Tender and the PQQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;

- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority or Other Contracting Bodies;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.
- (h) In performing its obligations under the agreement, the Supplier shall [and shall ensure that each of its subcontractors shall] comply with:
 - (i) all applicable laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015; and
 - (ii) in accordance with Customer's the Anti-slavery Policy.(if any)

8. SERVICE PRE-REQUISITES

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

SUPPLIER'S INFORMATION OBLIGATIONS

9. REPORTING AND MEETINGS

- 9.1 The Supplier shall submit Management Information to the Authority in the form set out in Schedule 6 throughout the Term on the last day of every third Month and thereafter in respect of any Contract entered into with any Customer.
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. RECORDS AND AUDIT ACCESS

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with Customers and the amounts paid by each Customer.

- 10.2 The Supplier shall keep the records and accounts referred to in Clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of 12 years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 10, unless the Audit reveals a Material Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. CONFIDENTIALITY

- 11.1 Subject to Clause 11.2, the Parties shall keep confidential all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 11.2 Clause 11.1 shall not apply to any disclosure of information:
- (a) required by any applicable law;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
 - (c) that is reasonably required by Other Contracting Bodies;
 - (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 11.1;
 - (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
 - (f) to enable a determination to be made under Clause 21;
 - (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;

- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

12. **INSURANCE**

The Authority shall specify its Insurance Requirements when it issues its request for Standard or Competed Services.

13. **DATA PROTECTION**

- 13.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.
- 13.2 Notwithstanding the general obligation in Clause 13.1, where the Supplier is processing Personal Data as a Data Processor for the Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
 - (a) provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - (b) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 13.2; and ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.
- 13.3 Intellectual Property
 - 13.3.1 The Supplier hereby assigns to the Authority, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services .
 - 13.3.2 The Supplier shall, promptly at the Authority's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Authority may from time to time require for the purpose of securing for the Authority the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Authority in accordance with clause 13.3.1.

14. **FREEDOM OF INFORMATION**

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. PUBLICITY

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the User Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. GUARANTEE

Before the Commencement Date and at the request of each Other Contracting Body, the Supplier shall procure that the Guarantor shall:

- (a) execute and deliver to the Authority or the relevant Other Contracting Body the Guarantee;
- (b) deliver to the Authority or Other Contracting Body a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

17. TERMINATION

Termination on Default

- 17.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
 - (a) where the Supplier commits a material breach and:

- (i) the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
- (ii) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
- (b) where any Customer terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
- (c) any warranty given by the other party in Clause 7 of this agreement is found to be untrue or misleading;
- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

17.2 For the purposes of Clause 17.1 (a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations under this agreement.

over 14 working days. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Termination on insolvency and Change of Control

17.3 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) [the Supplier (being an individual) is the subject of a bankruptcy petition or order;]
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 17.3(a) to Clause 17.3 (h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.4 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;
- (c) but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.5 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving a minimum of three months' written notice to the Supplier and all other Framework Providers. The Parties acknowledge that if the Authority exercises its rights under this Clause 17.5 it shall exercise its equivalent rights under all agreements with the Framework Providers.

18. SUSPENSION OF SUPPLIER'S APPOINTMENT

Without prejudice to the Authority's rights to terminate the Framework Agreement in Clause 17 above, if a right to terminate this Framework Agreement arises in accordance with Clause 17, the Authority may suspend the Supplier's right to receive Orders from Customers in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this Clause 18, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

19. CONSEQUENCES OF TERMINATION AND EXPIRY

19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfill its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 1.

19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the

Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

- 19.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.5 The provisions of Clause 7, Clause 10 Clause 11, Clause 12, Clause 13, Clause 14, Clause 15, Clause 19, Clause 22, and Clause 31 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. COMPLAINTS HANDLING AND RESOLUTION

- 20.1 The Supplier shall notify the Authority of any Complaint made by Other Contracting Bodies within five Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. DISPUTE RESOLUTION

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Framework Manager of the Authority and Framework Manager of the Supplier shall attempt in good faith to resolve the Dispute;
 - (b) if the Framework Manager of the Authority and Framework Manager of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Assistant Director, Corporate and Business Services of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and

- (c) if the Assistant Director, Corporate and Business Services of the Authority and **[SENIOR OFFICER TITLE]** of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 90 days after the date of the ADR notice.

21.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under Clause 31 which clause shall apply at all times.

GENERAL PROVISIONS

22. PREVENTION OF BRIBERY

22.1 The Supplier:

- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Framework Agreement.

22.2 The Supplier shall:

- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- (b) within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this Clause 22 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

22.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

22.4 If any breach of Clause 22.1 is suspected or known, the Supplier must notify the Customer immediately.

22.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of Clause 22, the Supplier must respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant

documents. This obligation shall continue for six years following the expiry or termination of this Framework Agreement.

22.6 The Customer may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches Clause 22.1 (a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be)

22.7 Any notice of termination under Clause 22.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
- (c) the date on which this Framework Agreement will terminate.

22.8 Despite Clause 21, any dispute relating to:

- (a) the interpretation of this Clause 22; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer and its decision shall be final and conclusive.

22.9 Any termination under this Clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

23. SUBCONTRACTING AND ASSIGNMENT

23.1 Subject to Clause 23.2 and Clause 23.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority.

23.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

23.3 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

23.4 The Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or

insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement;

- (c) (a) and (b) above are subject to the this condition (c) as follows:
- (i) The Supplier acknowledges by executing this agreement that in any of the circumstances set out in (a) and (b) that any organisation or contractor to whom this Agreement is novated or becomes a successor under the circumstances set out in (b) above will enter into a warranty with the supplier as a part of the Novation or arrangements set out in (b) above [and/or an agreement with the Authority (at the Authority's option)] in accordance with the terms set out in Clause c (ii) below.
 - (ii) Any organisation to whom this agreement is novated or is a successor within the meaning of (b) above will take any such novation or succession subject to a condition that it will enter competitions on the costs and terms contained in this agreement and the tender submitted by the Supplier. It will agree not to seek to vary or alter the terms or pricing accepted by the Authority. Any approach to alter the terms and pricing by a novated organisation or successor will entitle the Authority to terminate forthwith.

23.5 Payment to sub-contractors under the Public Contract Regulations 2015;

The Supplier shall include in every Sub-contract;

- (a) a right for the Contractor to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
- (b) a requirement that the Sub-contractor includes a provision having the same effect as (a) above in any Sub-contract which it awards.

In this clause, 'Sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

24. VARIATIONS TO FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 7.

25. THIRD PARTY RIGHTS

25.1 Except as provided in Clause 3, Clause 4 and Clause 7.1, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

26. SEVERANCE

26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-

provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

26.2 If one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. ENTIRE AGREEMENT

29.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this Clause 29 shall operate to exclude any liability for fraud.

29.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

30. NOTICES

30.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

30.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), (confirmed [in either case] by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 30.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours, in the case of e-mail or fax or sooner where the other Party acknowledges receipt of such letters, or fax or e-mail.

30.3 For the purposes of Clause 30.2, the address of each Party shall be:

(a) For the Authority:

Tracey Field

Address: Town Hall, Castle Circus, Torquay, TQ1 3DR

For the attention of: Tracey Field, Strategic Procurement Manager

Tel: 01803 208391

E-mail: tracey.field@torbay.gov.uk

(b) For the Supplier:

[NAME OF SERVICE PROVIDER'S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

E-mail:

30.4 Either Party may change its address for service by serving a notice in accordance with this clause.

31. GOVERNING LAW AND JURISDICTION

31.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

31.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by TRACEY FIELD

for and on behalf of TORBAY COUNCIL

.....

Framework Manager

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF SERVICE PROVIDER]

.....

Director

SCHEDULE 1

SERVICES AND LOTS

PART 1

SERVICES

Refer to 3 Specification within this Schedule and the Scope of Services, which form the following Appendices to this Agreement:

- B1 Architect
- B2 Civil and Structural Engineer
- B3 Cost Consultant/Quantity Surveyor
- B4 Lead Designer
- B5 Building Services Engineer/Mechanical, Electrical, Public Health
- B6 Principal Designer
- B7 Project Manager
- B8 Supervisor

3 Specification

Contract Reference

T00215CS

Contract Title

**South West Consultants Framework
2017-2021**

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1 Overall Scope and Nature of the Requirement

The Framework is being set up to provide a full project management & design team service, to support property and construction projects, covering the Core Disciplines outlined in RIBA 2013 Plan of Works, to progress through the Royal Institute of British Architects (RIBA) “Plan of Work; Multi-Disciplinary Services” Work Stages 0 - 7 when delivering new build schemes, regeneration and major programmes of work. In addition, this Framework can be used to procure any other additional related services.

The key drivers of this Framework structure are the support of SMEs and the Localism Agenda. In addition it is important to be able to ensure that the services commissioned from this Framework support and improve the economic, social and environmental well-being of the area.

The Core Disciplines as outlined in the RIBA 2013 Plan of Works are:

- a. Project Manager
- b. Architect
- c. Cost Consultant (Quantity Surveying)
- d. Lead Designer
- e. Principal Designer (replacing Health & Safety Adviser/CDM Co-Coordinator)

- f. Building Services Engineer
- g. Civil & Structural Engineer
- h. Supervising Officer

The Non-core Disciplines to support project delivery requirements include, but are not limited to:

- a. Access Surveying (Disability Discrimination Act)
- b. Acoustic Engineering
- c. Asbestos Surveying
- d. Building Surveying
- e. Clerk of works (Supervisor role – NEC)
- f. Conservation Architecture
- g. Counter Terrorism Advice / Design
- h. Fire & Sprinkler Engineering Services
- i. General IT / Design
- j. Security Advice
- k. Health & Safety Advice
- l. Historical Buildings Architecture
- m. Interior Design
- n. Land Surveying
- o. Landscape Architecture
- p. M&E Engineer

Example types of construction projects which can be delivered via the Framework Agreement:

- a. Refurbishment exercises
- b. Programmes of Work
- c. Regeneration Projects
- d. New Build Projects

- e. Alteration/Extension Projects
- f. Relocation exercises
- g. Ancillary construction projects connected to main construction contracts, i.e. roads, bridges, etc.

The types of construction related project services which can be provided under the Framework include, but are not limited to:

- Alteration/Extension Projects
- Ancillary Services
- Appointment of or advising on adjudications, arbitration or litigation
- Archaeological surveys
- Asset Management/Care & Maintenance
- Auditoria
- AV/Media Consultancy
- Blast Protection
- BREEAM Assessments & Reporting
- Building Control Fees
- Building search, Building Surveys, Due Diligence surveys
- Business Case
- Change Management
- Construction management
- Contractor Procurement
- Cost planning / budgeting / estimating
- Demolitions
- Ecology
- Educational Advisor
- Electrical Service Surveys & Advice
- Environmental Services Planning & Advice
- Fire Risk Assessments/Inspections/Advice and Certification
- Furniture Specification and Procurement
- Geotechnical, Contamination and other site investigations, surveys and reports
- Highways / Transport Assessments
- ICT Consultant
- Independent Client Advisor
- International Standards compliance
- Lift Inspections & Advice
- Mechanical Services Advice
- Models / 3D computer rendered images / Building Information Modelling
- Multi-disciplinary design and engineering
- New Build Projects
- Option appraisal on potential new Construction or Property related projects
- Other Statutory Fees and Charges
- Party Wall Surveyor
- Planning
- Procurement Strategy
- Programme Management

- Programme of Works
- Project Auditing
- Project Management & Full Design Team Services
- Public Consultations
- Refurbishment exercises
- Regeneration Projects
- Relocation exercises
- Relocation Services
- Security
- Seismic Services
- Site Project Management
- Sustainability Consultant
- Technical Authoring
- Topographical Surveys
- Urban Design, Master planning, Site Analysis
- Utility Inspections, Advice and Compliance

Framework Scope of Services for the Core Disciplines

A standard Scope of Services has been developed for each Core Discipline and is attached as an Appendix. The standard scopes are linked to the Meetings Schedule Table which is also attached as an Appendix. The User is required to provide their own scope of services for the Non-core Disciplines.

The User can provide an alternative scope of services, through a further competition, for a Core Discipline if required. For instance this is usually due to the requirement being for specialist technical services, the project being very specialist or because the requirement does not fit the RIBA work plans.

The Framework has been divided into Lots:

Lot A

This Lot is for projects with an Estimated Construction Value of the EU Spend Threshold or above. The Lot will be awarded to eight Lead Consultants. Each Lead Consultant, utilising their consortium, in house team or their supply chain will provide access to a one-stop shop consultancy solution, whereby the User contracts directly with the Lead Consultant to provide one or more Core and Non-core Disciplines.

Where applicable, a Lead Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form.

It is for the Lead Consultant to select and put forward the most appropriate sub consultant during the further competition process.

See the Information document under Section 1.4 Framework Structure for further information.

Lot B

This Lot is for projects with an Estimated Construction Value of below the EU Spend Threshold. In support of the SME and Localism Agenda this Lot has been sub-divided by geographical regions. Each geographical region has then been further sub-divided into a Multi-Disciplinary Team sub-lot

and also by an individual Core Discipline or group of Core Disciplines. Each sub-lot will be awarded to six Lead Consultants. Each Lead Consultant, utilising their consortium, in house team, or their supply chain will provide access to a consultancy solution for either specific Core Disciplines or a one stop consultancy solution through a Multi-Disciplinary Team depending on which sub-lot is utilised.

A User will select the Geographical region based upon where the project is being delivered. More than one Geographical region can be selected where this can be justified.

A User will select the sub-lot within the Geographical region based upon which one best matches their requirements.

For the Multi-disciplinary sub-lot for each Geographical Region, the User contracts directly with the Lead Consultant who is providing the Core and or Non-core Discipline(s), even when the Lead Consultant provides a Core and or Non-core Discipline through the use of their Supply Chain sub-consultant. It is for the Lead Consultant to select and put forward the most appropriate sub-consultant for each Call-off process.

For all other sub-lots, excluding the Multi-disciplinary sub-lot, the User will contract directly with the Consultant providing the Core Discipline(s).

Where applicable, a Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form.

See the Information document under Section 1.4 Framework Structure for further information.

2 Specific Requirements

2.1 Procurement Routes

The projects will be delivered under the following procurement routes:

2.1.1 Design and Build (Single and Two Stage, with and without Novation)

The Applicant will be required to provide the Disciplines they have been contracted for from Gateway 1 through to completion of the project. It is expected that output specifications will be prepared on the basis of designs completed to RIBA Plan of work stage 3 – Developed Design.

The User's design team can be Novated, if agreed. The design by a User's design team under this Framework will cease by the point at which the project reaches RIBA Work Stage 3 – Developed Design if no transfer is agreed.

NOTE: It should be noted, however, that the Applicant may be required to accept Novation to the D&B contractor under the terms of subsequent further competitions for specific projects. The terms and conditions of such novations will be defined in the further competition documentation.

Within Single Stage Design and Build (D&B) option, call-off contract bidders should assume that the Employers Requirement Document will be issued to the D&B contractors leading to a lump sum contract between the Employer and the selected D&B contractor.

Within the Two Stage Design and Build option, bidders should assume that the first stage tender is based on responses from the D&B contractors in the form of construction programme, method statements, preliminaries pricing, overheads and profit and possibly certain key work packages prices.

From this process a preferred D&B contractor will be selected.

The second stage will follow completion of the first stage and will use a negotiated process to arrive at an agreed lump sum contract (i.e. not cost reimbursable) inclusive of design development by the D&B contractor from the RIBA Work Stage 3 design (as prepared by the Client design team) and the agreement of works packages based sub-contractor tenders.

2.1.2 Traditional

Traditional procurement will generally only be adopted when the circumstances of a project indicate a clear Value for Money (VFM) benefit in doing so.

The Service Provider will be required to provide the Disciplines they have been contracted for, from Gateway 1 through to completion of the project (completion as defined by the Client specification during further competition). The services required of the Service Provider will generally correspond with the full range of activity schedules within the RIBA “Plan of Work; Multi-Disciplinary Services” Part 1, The Model Plan.

2.2 Additional Related Services

Where a Non-core Discipline is required, the Contractor must allow for all work necessary for the delivery of the project including but not limited to the following:

- a. Specific outputs defined by the Client within the specification at further competition;
- b. Contractor specified outputs;
- c. Compliance with all Clients policies in the development of the design and other outputs;
- d. Stakeholder consultations and approvals e.g. planning authorities, building control, fire authorities, facilities management, site security and Client representatives, and any other consultations and approvals as required by the Client specification at further competition;
- e. All disciplines to be represented at relevant meetings, site visits, workshops and discussions – relevant as agreed with the Client at point of call-off;
- f. Preparing all necessary project documentation including agendas, minutes of meetings, formal contract correspondence, appointment documentation and obtaining specialist fee quotations;
- g. Providing resource input into Contract management requirements e.g. attending Contract/ supply chain meetings, workshops, away days and other events organised by the Client;
- h. The Contractor will be responsible for managing and maintaining the relationship with the Client through the Contract including providing feedback on potential improvements that could be implemented and integrated into the project deliverables at agreed intervals;
- i. The fees submitted by the Contractor are deemed to include all necessary services.

3 General Requirements

3.1 BIM Level 2

The Service Provider will support wider Client requirements for delivery against the Government Soft Landings (GSL) policy and achieving Building Information Modelling (BIM) levels through project delivery. This will be in line with any existing or expected mandate set by government department or wider public sector organisation (Mandate GSL with BIM in 2016 for all Central Government Department projects).

<http://www.bimtaskgroup.org/gsl-policy-2/>

<http://www.bimtaskgroup.org/government-soft-landings-videos/>

www.cic.org.uk

3.2 Social Value

It is important that Lead Consultants on the Framework support and improve the economic and social well-being of the area, be it through how the Contracts are delivered and as an employer themselves.

4 Contractor Requirements

Consultants must:

- a. Provide and maintain personnel with appropriate qualifications and experience in the relevant professional disciplines and specialist areas;
- b. Provide and maintain personnel with adequate knowledge of health and safety legislation and good practice, environmental and security issues which are relevant to the projects covered by the framework;
- c. Ensure that the services, projects and programmes of work are progressed and delivered within the agreed fees and approvals;
- d. Ensure that the services, projects and programmes of work are progressed and delivered within the required timescales. Ensure that the work complies with the specification and meets appropriate professional, technical, quality, safety and environmental standards and current Government education and social care standards and guidelines;
- e. Ensure that the work complies with Contracting Authorities' policies and procedures;
- f. Demonstrate e ability to effectively review service delivery in order to continually improve performance;
- g. Demonstrate the commitment to help raise standards and promote best practice.

Service Providers employed under the Framework may often have to work with other Service Providers. In these situations, all Service Providers will be expected to demonstrate their team working skills and commitment to partnering and collaborative working to ensure mutual benefits and the most successful outcome for the Client.

5 Framework Pricing Requirements

The pricing schedule for this Framework has been split into New Build and Refurbishment and is then based upon the Core Discipline Scope of Services for each of the following procurement routes:

- a. Traditional;
- b. Design and Build One Stage;
- c. Design and Build Two Stage with Novation;
- d. Design and Build Two Stage without Novation.

In addition, time charge rates have been included for each Core Discipline which can be used as a basis for agreeing fees for ad hoc support, additional requirements and feasibility studies.

All % rates will be based upon the Estimated Construction Value. This fee will remain firm unless the approved Construction Cost differs by more than 10%. In this instance the % rate will be adjusted in order to be based upon this approved Construction cost. This fee will then remain firm irrespective of project cost increases or prolongation unless they are the direct consequence of actions or variations required by the User, in which case additional fees may be negotiated on the basis of the tendered rates or, where none are applicable, on a fair and reasonable basis.

Statutory Fees - The User will pay all fees in respect of applications under Planning, Building Regulations and other statutory requirements.

All expenses including, but not limited to, those listed below shall be deemed to be included within the Consultant's submitted fee bid entered in the Pricing Schedule:

- a. All travel expenses and subsistence;
- b. The provision of technical staff and staff engaged in secretarial, accountancy, administrative or other supporting duties including basic salary and any additional payments or benefits and social costs such as insurances or pension payments;
- c. Overheads and profit (general overheads and profit, offices expenses (including rental and heating), non-recoverable staff time and administrative staff who are not chargeable);
- d. Postage, delivery of documents, telephone calls and similar incidental expenses;
- e. All necessary disbursements, including reasonable number of paper copies of all reports and drawings for statutory approvals, tender purposes, contract documentation, contract requirements, the Authority's records and circulation to other disciplines within the Consultant's team.

5.1 Time Charge Rates

All rates shall be based upon an 8 hour working day, which excludes lunch and travel and includes all expenses and disbursements.

The rates are intended to be used for specialist services that are outside the scope of services for the core disciplines. The specialist services cover surveys and reports, advice at feasibility and concept design stages, provision of design and specification for equipment or other items of work within their specialism and site visits during construction as necessary.

5.2 Lot A Framework Pricing Requirements

The Pricing Submission must be completed in full for all the Core Disciplines. There is only one fee per fee band, per discipline available for each Lead Consultant and this is the pricing that will apply to all of the Lead Consultant's supply chain members for this Discipline, where applicable. Differing fees for each Supply Chain member is not available.

There is no option for Direct Award under this Lot. The Framework pricing is to be used as a basis for pricing a Further Competition. It is appreciated that the pricing will be adjusted for complex projects where the Core Discipline Scope of Services does not fit and an alternative or adjusted scope needs to be used.

Where BIM Level 2 is required for a project, this will be classified as an Additional Service and will be added to the appropriate Scope of Services for the particular Further Competition process.

5.3 Lot B Framework Pricing Requirements

There is a separate Pricing Submission for each Sub-lot and must be completed in full for each sub-lot being applied for.

There is only one fee per fee band, per discipline available for each Lead Consultant and is the pricing that will apply to all of the Lead Consultant's supply chain members for this Discipline, where applicable. Differing fees for each Supply Chain member is not available.

The pricing is to be used for Direct Awards and is to be used as a basis for pricing a Further Competition. It is appreciated that the pricing will be adjusted for complex projects where the Core Discipline Scope of Services does not fit and an alternative or adjusted scope needs to be used.

6 Framework and Performance Review Requirements

Details of Framework performance review requirements can be found in the Framework Agreement.

7 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

8 Awarding the Contract on Behalf of Other Contracting Authorities

The Authority is purchasing on behalf of other contracting authorities: Yes

The Authority wishes to establish a Framework Agreement for use by the following UK public sector bodies (and any future successors to these organisations):

- Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:

<http://www.ons.gov.uk/ons/search/index.html?pageSize=50&sortBy=none&sortDirection=none&newquery=Public+Sector+Classification+Guide>

- Local Authorities (England and Wales):
<http://www.idea.gov.uk/idk/org/la-data.do>
www.ubico.co.uk
- Non Departmental Public Bodies (NDPBs):
<https://www.gov.uk/government/organisations>
- National Parks Authorities:
<http://www.nationalparks.gov.uk/>
- Educational Establishments in England and Wales, maintained by the Department for Education including Schools, Universities and Colleges but not Independent Schools:
<http://www.education.gov.uk/edubase/home.xhtml>
- Police Forces in the United Kingdom:
<https://www.police.uk/contact/force-websites/>
- Police Forces and Special Police Forces in the United Kingdom, and/or Police and Crime Commissioners (as defined by the Police Reform and Social Responsibility Act 2011) and/or the Police Authorities (as defined in the Police Act 1964, Police Act 1996, Serious Organised Crime and Police Act 2005, Police and Justice Act 2006, Police, Public Order and Criminal Justice (Scotland) Act 2006), and other relevant legislation for the constituent parts of the United Kingdom, for their respective rights and interests.
- Fire and Rescue Services in the United Kingdom:
<http://www.fireservice.co.uk/information/ukfrs>
<http://www.nifrs.org/areas-districts/>
<http://www.firescotland.gov.uk/your-area.aspx>
- NHS Bodies England:
<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/MentalHealthTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/CareTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>
- Hospices in the UK:
<http://www.helpthehospices.org.uk/about-hospice-care/find-a-hospice/uk-hospice-and-palliative-care-services>
- Registered Social Landlords (Housing Associations):
<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>

- Third Sector and Charities in the United Kingdom:
<http://www.charitycommission.gov.uk/find-charities/>
<http://www.oscr.org.uk/search-charity-register/>
<https://www.charitycommissionni.org.uk/ShowCharity/RegisterOfCharities/RegisterHomePage.aspx>
- Citizens Advice in the United Kingdom:
<http://www.citizensadvice.org.uk/index/getadvice.htm>
www.cas.org.uk
<http://www.citizensadvice.co.uk/>
- Scottish Public Bodies:

The framework agreement will be available for use by any Scottish Public Sector Body: the Authority; Scottish Non-Departmental Public Bodies; offices in the Scottish Administration which are not ministerial offices; cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998; the Scotland Office; the Scottish Parliamentary Corporate Body; councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (except where they are acting in their capacity as educational authority); Scottish joint fire boards or joint fire and rescue boards; Scottish joint police boards or any successor National Police or Fire Authority; Scottish National Park authorities, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, Northern Lighthouse Board, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.
- Scottish Government:
<http://www.gov.scot>
- Scottish Parliament:
<http://www.scottish.parliament.uk/abouttheparliament/27110.aspx>
- Scottish Local Authorities:
<http://www.scotland-excel.org.uk/home/AboutUs/OurMembers/AssociateMembers.aspx>
<http://www.gov.scot/About/Government/councils>
- Scottish Agencies, NDPBs:
<http://www.gov.scot/Topics/Government/public-bodies/about/Bodies>
- Scottish NHS Bodies:
<http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards>

<http://www.show.scot.nhs.uk/organisations/>

- Scottish Further and Higher Education Bodies:

<http://www.universities-scotland.ac.uk/index.php?page=members>

<http://www.collegesscotland.ac.uk/member-colleges.html>

http://www.sfc.ac.uk/aboutus/council_funded_institutions/WhoWeFundColleges.aspx

- Scottish Police:

<http://www.scotland.police.uk/your-community/>

- Scottish Housing Associations:

http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/

- The Scotland Office:

<https://www.gov.uk/government/organisations/scotland-office>

- Registered Social Landlords (Housing Associations) — Scotland:

http://www.esystems.scottishhousingregulator.gov.uk/register/reg_pub_dsp.search

- Scottish Primary Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Scottish Secondary Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Scottish Special Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Welsh Public Bodies:

National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies covered by:

<http://www.assembly.wales/en/Pages/Home.aspx>

<http://gov.wales>

- NHS Wales:

<http://www.wales.nhs.uk/ourservices/directory>

- Housing Associations — Registered Social Landlords Wales:

<http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>

- Universities in Wales:

<http://www.uniswales.ac.uk/universities/>

- Colleges in Wales:

http://www.collegeswales.ac.uk/en-GB/wales_colleges-42.aspx

- Schools in Wales (nursery, primary, middle, secondary, special, independent schools and pupil referral units):

<http://gov.wales/statistics-and-research/address-list-of-schools/?lang=en>

- Northern Ireland Public Bodies
- Northern Ireland Government Departments:
<http://www.northernireland.gov.uk/gov.htm>
- Northern Ireland Public Sector Bodies and Local Authorities:
<http://www.northernireland.gov.uk/az2.htm>
- Schools in Northern Ireland:
<http://www.nidirect.gov.uk/index/do-it-online/parents-online/find-schools-and-nurseries.htm>
- Universities in Northern Ireland:
<http://www.deni.gov.uk/links.htm#colleges>
- Health and Social care in Northern Ireland:
<http://www.hscni.net/>
- Northern Ireland Housing Associations:
<http://www.nidirect.gov.uk/index/contacts/contacts-az.htm/housing-associations-contact>
- Police Service of Northern Ireland:
<http://www.psn.police.uk/index.htm>
- Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and
 - i. financed wholly or mainly by another contracting authority listed above in this section VI.3 of this notice;
 - ii. subject to management supervision by another contracting authority listed above in this section VI.3 of this notice; or
 - iii. more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this section VI.3 of this notice;
 - iv. an association of or formed by one or more of the Contracting Authorities listed above in this section VI.3 of this notice.
- Entities which are not public sector bodies may also use the Framework Agreement if the Authority is satisfied that:
 - i. such entity is calling-off goods and services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreement on their own account;
 - ii. all goods to be called-off by it are to be used directly, solely and exclusively to provide energy at sites occupied by such public sector body/bodies; and
 - iii. it will pass the benefit of the call-off contract to such public sector body/bodies directly, in full and on a purely 'pass-through' basis. Accordingly there must be no

mark-up, management fee, service charge or any similar cost solely in relation to the supply of energy imposed on the relevant public sector body/bodies, who must be able to benefit from the terms of the Framework Agreement in a like manner and to the same extent as if using the Framework Agreement on its/their own account.

The Framework will be accessed by other Public Bodies upon signing up to a Accession Agreement.

DESCRIPTION OF LOTS

LOT A – Provision of a Multi-disciplinary Team – Estimated Construction Value at or above the EU Spend Threshold

This Lot will be used for projects that have an estimated Construction value at or above the EU Spend Threshold for Construction Works, £4,104,394 as of January 2016. An Applicant must be able to provide all the Core Disciplines and Non-core Disciplines outlined within the Procurement Documents - Specification. These Disciplines can be provided in-house, as a Consortium, or with a Supply Chain.

The Applicant will provide access to a one-stop shop consultancy solution, whereby the User Contracts directly with the Applicant to provide one or more Core and Non-core Disciplines.

Where applicable, a Lead Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form. Where a Lead Consultant is reliant on the sub-contractor in order to meet any of the technical and professional ability criteria within their PQQ response and that sub-contractor is replaced the Lead Consultant will be required to submit a further PQQ response to take into account the skills and experience of the replacement sub-contractor. The decision on whether to accept that sub-contractor or not will be based on the outcome of the assessment of the PQQ.

It is for the Lead Consultant to select and put forward the most appropriate sub-consultant during the further competition process.

The Contracting Authority reserves the right to reject a particular sub-consultant on the basis of proven poor performance in the past and to require the Lead Consultant to propose an alternative.

The Framework Lot will be awarded to a maximum of **eight** Applicants. Where there is more than one Applicant in **eighth** place, then all such Applicants shall be awarded a place on the Framework Agreement. Where the scores between the eighth and ninth placed Applicants are close the Authority will not award a place on the Framework to the ninth placed Applicant.

LOT B - Provision of a Multi-disciplinary Team – Estimated Construction Value below the EU Spend Threshold

This Lot will be used for projects that have an estimated Construction value under the EU Spend Threshold for Construction Works, £4,104,394 as of January 2016.

This Lot will be used for projects within set Geographical Regions as per the table below, that have an estimated Construction value under the EU Spend Threshold for Construction Works, £4,104,394 as of January 2016, in support of the SME and Localism Agenda. An Applicant can provide the Discipline(s) in-house, as a Consortium, or with a Supply Chain.

An Applicant must be able to provide the Discipline(s) listed for the sub-lot(s) they are applying for.

The Multi-disciplinary Team must be able to provide the provisions of the Core and Non-core Disciplines as outlined in the specification within the procurement documents.

The Applicant will provide access to a one-stop shop consultancy solution, whereby the User Contracts directly with the Applicant to provide one or more Core and or Non-core Disciplines.

Where applicable, a Lead Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form.

Where a Lead Consultant is reliant on the sub-contractor in order to meet any of the technical and professional ability criteria within their PQQ response and that sub-contractor is replaced the Lead Consultant will be required to submit a further PQQ response to take into account the skills and experience of the replacement sub-contractor. The decision on whether to accept that sub-contractor or not will be based on the outcome of the assessment of the PQQ.

It is for the Lead Consultant to select and put forward the most appropriate sub-consultant during the further competition process.

The Contracting Authority reserves the right to reject a particular sub-consultant on the basis of proven poor performance in the past and to require the Lead Consultant to propose an alternative.

The Geographical region Sub-lot selected by a User will be based upon the location of the Construction project.

Sub Lot Code	Geographical Region	Sub-lot Description – Disciplines to be provided
BB1	Bristol, Gloucestershire & North Somerset	Multi-disciplinary Team – Provision of Core and Non-core Disciplines as outlined in the Specification
BB2	Bristol, Gloucestershire & North Somerset	Project Manager & Supervising Officer
BB3	Bristol, Gloucestershire & North Somerset	Cost Consultant
BB4	Bristol, Gloucestershire & North Somerset	Architect & Lead Designer & Principal Designer
BB5	Bristol, Gloucestershire & North Somerset	Building Services Engineer
BB6	Bristol, Gloucestershire & North Somerset	Civil & Structural Engineer
BD1	Devon and South Somerset	Multi-disciplinary Team – Provision of Core and Non-core Disciplines as outlined in the Specification
BD2	Devon and South Somerset	Project Manager & Supervising Officer

Sub Lot Code	Geographical Region	Sub-lot Description – Disciplines to be provided
BD3	Devon and South Somerset	Cost Consultant
BD4	Devon and South Somerset	Architect & Lead Designer & Principal Designer
BD5	Devon and South Somerset	Building Services Engineer
BD6	Devon and South Somerset	Civil & Structural Engineer
BO1	Dorset and Wiltshire	Multi-disciplinary Team – Provision of Core and Non-core Disciplines as outlined in the Specification
BO2	Dorset and Wiltshire	Project Manager & Supervising Officer
BO3	Dorset and Wiltshire	Cost Consultant
BO4	Dorset and Wiltshire	Architect & Lead Designer & Principal Designer
BO5	Dorset and Wiltshire	Building Services Engineer
BO6	Dorset and Wiltshire	Civil & Structural Engineer
BC1	Cornwall	Multi-disciplinary Team – Provision of Core and Non-core Disciplines as outlined in the Specification
BC2	Cornwall	Project Manager & Supervising Officer
BC3	Cornwall	Cost Consultant
BC4	Cornwall	Architect & Lead Designer & Principal Designer
BC5	Cornwall	Building Services Engineer
BC6	Cornwall	Civil & Structural Engineer

Each Framework Sub-lot will be awarded to a maximum of **six** Applicants. Where there is more than one Applicant in **sixth** place, then all such Applicants shall be awarded a place on the Framework Agreement. Where the scores between the sixth and seventh placed Applicants are close the Authority will not award a place on the Framework to the seventh placed Applicant.

PART 2

Supplier's Lots

Appendix 1: [The Supplier Lot(s)]

Appendix 2: Refer to 4 Tender Submission submitted by the Supplier

SCHEDULE 2

LOTS AND AWARD CRITERIA

The Lots have been awarded as follows:

LOT A – South West Region¹
Estimated Construction Value at or above the EU Spend Threshold
Multi-disciplinary Team² – Provision of Core and Non-Core Disciplines
Consultant Name
AECOM Limited
Arcadis LLP
Atkins Limited
Currie & Brown UK Ltd ³
Mott Macdonald Ltd
Turner & Townsend Project Management Ltd
Ward Williams Associates
WYG Management Services Limited

¹ Bristol, Cornwall, Devon, Dorset, Gloucestershire, Somerset and Wiltshire

² Project Manager, Supervising Officer, Cost Consultant, Architect, Lead Designer, Principal Designer, Building Services Engineer, Civil and Structural Engineer

³ Place originally awarded to Sweett (UK) Limited, novated to Currie & Brown UK Ltd following their takeover of Sweett Group. Appropriate due diligence checks were carried out on Currie & Brown UK Ltd prior to novation.

LOT BB – Bristol, Gloucestershire and North Somerset
Estimated Construction Value below the EU Spend Threshold

BB1 Multi-disciplinary Team⁴	BB2 Project Manager and Supervising Officer	BB3 Cost Consultant	BB4 Architect, Lead Designer and Principal Designer	BB5 Building Services Engineer	BB6 Civil and Structural Engineer
Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name
AHR Architects Ltd	Bailey Partnership	Faithful + Gould Limited	AHR Architects Ltd	DRAC Consulting Limited	Craddy Pitchers Limited t/a Craddys
Expedite Project Services Limited	Faithful + Gould Limited	NPS Property Consultants Limited	EOS Architects Limited	Hoare Lea	Curtins Consulting Limited
NPS Property Consultants Limited	NPS Property Consultants Limited	Rider Levett Bucknall UK Ltd	Kendall Kingscott Limited	Hulley and Kirkwood Consulting Engineers Limited	John Grimes Partnership Limited
Poynton Bradbury Wynter Cole Architects Ltd	Rider Levett Bucknall UK Ltd	Turner & Townsend Cost Management Ltd	Lacey Hickie & Caley Limited	NPS Property Consultants Limited	Jubb Consulting Engineers Ltd
Rider Levett Bucknall UK Ltd	Ridge and Partners LLP	Welling Partnership Property & Construction Consultants	Nugent Vallus Brierley Ltd t/s NVB Architects Limited	Services Design Solution Ltd	NPS Property Consultants Limited
Stride Treglown Limited	W T Hills Limited	W T Hills Limited	Poynton Bradbury Wynter Cole Architects Ltd	WSP UK Limited	Pick Everard

⁴ Project Manager, Supervising Officer, Cost Consultant, Architect, Lead Designer, Principal Designer, Building Services Engineer, Civil and Structural Engineer

LOT BC – Cornwall
Estimated Construction Value below the EU Spend Threshold

BC1 Multi-disciplinary Team⁵	BC2 Project Manager and Supervising Officer	BC3 Cost Consultant	BC4 Architect, Lead Designer and Principal Designer	BC5 Building Services Engineer	BC6 Civil and Structural Engineer
Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name
AWW Limited	NPS Property Consultants Limited	Bailey Partnership	Burwell Deakins Architects Ltd	Bailey Partnership	Craddy Pitchers Limited t/a Craddys
Bailey Partnership	QSPM Consultants LLP	Faithful + Gould Limited	CMS Construction Consultants t/a CMS Group Ltd	Method Consulting LLP	John Grimes Partnership
HLMAD Limited t/a HLM	Randall & Simmonds LLP	NPS Property Consultants Limited	Lyndon Goode Architects Ltd	NPS Property Consultants Limited	Jubb Consulting Engineers Ltd
NPS Property Consultants Limited	Ridge and Partners LLP	QSPM Consultants LLP	NPS Property Consultants Limited	Pope Consulting Limited	NPS Property Consultants Limited
PDP Green Consulting Limited	Welling Partnership Property & Construction Consultants	Turner & Townsend Cost Management Ltd	Nugent Vallus Brierley Ltd t/s NVB Architects Limited	Services Design Solution Ltd	PDP Green Consulting Limited
WSP UK Limited	W T Hills Limited	Welling Partnership Property & Construction Consultants	Poynton Bradbury Wynter Cole Architects Ltd	WSP UK Limited	WSP UK Limited

⁵ Project Manager, Supervising Officer, Cost Consultant, Architect, Lead Designer, Principal Designer, Building Services Engineer, Civil and Structural Engineer

LOT BD – Devon and South Somerset

Estimated Construction Value below the EU Spend Threshold

BD1 Multi-disciplinary Team⁶	BD2 Project Manager and Supervising Officer	BD3 Cost Consultant	BD4 Architect, Lead Designer and Principal Designer	BD5 Building Services Engineer	BD6 Civil and Structural Engineer
Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name
AHR Architects Ltd	Faithful + Gould Limited	Bailey Partnership	Austin-Smith:Lord LLP	Bailey Partnership	Craddy Pitchers Limited t/a Craddys
Faithful + Gould Limited	NPS Property Consultants Limited	ChandlerKBS	Bailey Partnership	DRAC Consulting Limited	Curtins Consulting Limited
HLMAD Limited t/a HLM	Randall & Simmonds LLP	Faithful + Gould Limited	DarntonB3 Limited	NPS Property Consultants Limited	John Grimes Partnership Limited
NPS Property Consultants Limited	Rider Levett Bucknall UK Ltd	Rider Levett Bucknall UK Ltd	Lacey Hickie & Caley Limited	Pope Consulting Limited	NPS Property Consultants Limited
QSPM Consultants LLP	Welling Partnership Property & Construction Consultants	Turner & Townsend Cost Management Ltd	Nugent Vallus Brierley Ltd t/s NVB Architects Limited	Services Design Solution Ltd	Opus International Consultants (UK) Ltd
Stride Treglown Limited	W T Hills Limited	Welling Partnership Property & Construction Consultants	Stride Treglown Limited	WSP UK Limited	PDP Green Consulting Limited

⁶ Project Manager, Supervising Officer, Cost Consultant, Architect, Lead Designer, Principal Designer, Building Services Engineer, Civil and Structural Engineer

LOT BO –Dorset and Wiltshire

Estimated Construction Value below the EU Spend Threshold

BO1 Multi-disciplinary Team⁷	BO2 Project Manager and Supervising Officer	BO3 Cost Consultant	BO4 Architect, Lead Designer and Principal Designer	BO5 Building Services Engineer	BO6 Civil and Structural Engineer
Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name	Consultant Name
AHR Architects Ltd	Bailey Partnership	Bailey Partnership	AHR Architects Ltd	Bailey Partnership	Craddy Pitchers Limited t/a Craddys
Expedite Project Services Limited	Faithful + Gould Limited	Edmond Shipway LLP	Austin-Smith:Lord	Hoare Lea	Curtins Consulting Limited
Faithful + Gould Limited	NPS Property Consultants Limited	Faithful + Gould Limited	NPS Property Consultants Limited	NPS Property Consultants Limited	John Grimes Partnership Limited
NPS Property Consultants Limited	Rider Levett Bucknall UK Ltd	NPS Property Consultants Limited	Nugent Vallus Brierley Ltd t/s NVB Architects Limited	Pick Everard	NPS Property Consultants Limited
Poynton Bradbury Wynter Cole Architects Ltd	Welling Partnership Property & Construction Consultants	Turner & Townsend Cost Management Ltd	Pick Everard	Services Design Solution Ltd	PDP Green Consulting Limited
WSP UK Limited	W T Hills Limited	W T Hills Limited	WSP UK Limited	WSP UK Limited	WSP UK Limited

⁷ Project Manager, Supervising Officer, Cost Consultant, Architect, Lead Designer, Principal Designer, Building Services Engineer, Civil and Structural Engineer

PART 1

Award Criteria

Evaluation Criteria Breakdown	Sub-criteria	Main Criteria
Quality:		100%
Team Structure & Expertise	14%	
Framework Management Method Statement	21%	
Contract Delivery Method Statement	21%	
Added Value	7%	
Social Value	7%	
Pricing		
Pricing – Design & Build One Stage	10%	
Pricing – Design & Build Two Stage (With & Without Novation)	10%	
Pricing – Traditional	10%	

PART 2

Competed Services Award Criteria

This Framework provides for the option for using Further Competition by applying the following sub-criteria. The percentages can be set to suit the call-off being undertaken. The questions or method statements used to assess the call-off submissions must be appropriate and proportionate to the contract being procured.

Project Methodology	%
Team Being Proposed for the Contract Delivery	%
Price	%

To be set by customer conducting Further Competition

SCHEDULE 3

PRICING MATRICES

Refer to 5 Pricing Submission submitted by the Supplier

Pricing revisions:

The price offered by the Applicant in 5 Pricing Submission must be firm and fixed for the duration of the Framework.

Framework Price Review Mechanism

If a price review is agreed during the Framework Term, it will be varied by CPI for the hourly rate fees only. However no price reviews will be available for the % fee rates for any of the Core Disciplines as price increases will be reflected in the increased estimated construction values, which is what the % rates are based upon.

Framework Price Review Process

If a Price Review Mechanism has been made available, it will be conducted via formal Framework review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

SCHEDULE 4 ORDER FORM

ORDER FORM

Framework Agreement

FROM

Customer:

Service address:

Invoice address:

Authorised Representative:

Ref:

Phone:

E-mail:

Order number:

To be quoted on all correspondence relating to this Order:

Order date:

TO

Supplier:

[SERVICE PROVIDER'S NAME]

For the attention of:

E-mail:

Telephone number:

Address:

1. SERVICES REQUIREMENTS

(1.1) Services [and deliverables] required:

(1.2) Service Commencement Date:

(1.3) Price payable by Customer and payment profile:

(1.4) Completion date (including any extension period or periods):

2 [FURTHER COMPETITION ORDER: ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:

(2.2) Variations to Call-off Terms and Conditions:

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:

(3.2) Performance standards:

(3.3) Location(s) at which the Services are to be provided:

(3.4) Quality standards:

(3.5) Contract monitoring arrangements:

(3.6) Management Information and meetings

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Confidential Information:

(4.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title

Signature

Date

Supplier's Authorised Representative for the Contract (if different)

[NAME]

For and on behalf of the Customer:

Name and title

Signature

Date

Appendix 1: Specification for the Services

Appendix 2: Supplier's Tender

Appendix 3: Supplemental Tender (for Competed Services)

SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

All contracts awarded under this framework will be subject to the NEC3 terms and conditions for a professional services contract (PSC) or any update thereof in force at the time of the award.

SCHEDULE 6

CONTRACT MANAGEMENT

1. Framework Reporting

Suppliers are required to submit the following information on a quarterly basis:

- Name of Contracting Body
- Brief Details of the Project
- Fee Value (please note this information will remain confidential and will not be shared with other Suppliers or Contracting Bodies)
- Estimated Construction Value
- Direct Award or Further Competition

Suppliers should submit the information using the spreadsheet provided within 2 weeks of the quarter end, to: swcf@torbay.gov.uk

2. Meetings

Suppliers are required to comply with the meeting requirements set out in the tender documents and meeting schedule tables below, for all contracts called off from this Framework Agreement:

Scope of Services – Meetings Schedule Tables

Project value – up to £500,000

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	8	8
Architect	7	4
Cost Consultant	5	5
Lead Designer	5	2
Principal Designer	2	1
Mechanical & Electrical Engineer	4	4
Structural Engineer	4	4
Supervising Officer	1	4

Project value - £0.5 - 1.0Million

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	9	9
Architect	8	5
Cost Consultant	6	6
Lead Designer	6	3
Principal Designer	3	1
Mechanical & Electrical Engineer	4	4
Structural Engineer	4	4
Supervising Officer	1	5

Project value - £1.0 - 2.0Million

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	10	10
Architect	9	8
Cost Consultant	6	6
Lead Designer	7	3
Principal Designer	3	1
Mechanical & Electrical Engineer	5	5
Structural Engineer	5	5
Supervising Officer	2	7

Project value - £2.0 - 3.0Million

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	12	12
Architect	10	9
Cost Consultant	7	7
Lead Designer	8	3
Principal Designer	4	2
Mechanical & Electrical Engineer	6	6
Structural Engineer	6	6
Supervising Officer	2	8

Project value - £3.0 - 4.0Million

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	14	14
Architect	10	9
Cost Consultant	7	8
Lead Designer	8	3
Principal Designer	5	2
Mechanical & Electrical Engineer	6	7
Structural Engineer	6	7
Supervising Officer	2	8

Project value - £4.0 - 5.0Million

Discipline	Number of Design Meetings	Number of Site Meetings
Project Manager	15	15
Architect	10	9
Cost Consultant	7	9
Lead Designer	8	3
Principal Designer	5	2
Mechanical & Electrical Engineer	7	8
Structural Engineer	7	8
Supervising Officer	2	8

SCHEDULE 7

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. INTRODUCTION

- 1.1. Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2. The Authority may propose a variation to the Framework Agreement under Schedule 7 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. PROCEDURE FOR PROPOSING A VARIATION

- 2.1 Except where Paragraph 5 applies, the Authority may propose a variation using the procedure contained in this Paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority within 28 days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has 14 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 7 days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. OBJECTIONS TO A VARIATION

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. CHANGES TO THE PRICING MATRICES

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.

- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. VARIATIONS THAT ARE NOT PERMITTED

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

SCHEDULE 8

This schedule is available for use by Other Contracting Bodies when calling off Contracts from this Framework and should be amended, as appropriate, by the Other Contracting Body

Collateral Warranty

Contents

1. Interpretation
2. Comply with Sub-Contract
3. [Step-in rights: Sub-Contractor may not terminate or discontinue]
4. [Step-in rights: Beneficiary may step-in]
5. [Step-in rights: Sub-Contractor's position and Contractor's consent]
6. [Step-in rights: Beneficiary's guarantee]
7. No instructions to Sub-Contractor by Beneficiary
8. Copyright
9. [Professional indemnity insurance]
10. Liability period
11. Assignment
12. Notices
13. Third party rights
14. Governing law
15. Jurisdiction

This is dated [DATE]

PARTIES

(1) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (Sub-Contractor).

(2) **[AUTHORITY NAME]** of **[ADDRESS]** (Beneficiary).

[(3) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (Contractor).]

BACKGROUND

(A) The Beneficiary has engaged the Contractor to carry out [design and] construction work.

(B) The Contractor has engaged the Sub-Contractor to carry out part of that [design and] construction work.

(C) The Beneficiary and the Contractor require the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.

(D) The Sub-Contractor has agreed to enter into this agreement with [the Contractor and] the Beneficiary for the benefit of the Beneficiary.

(E) [The Beneficiary has paid £1 to the Sub-Contractor [and the Contractor] as consideration under this agreement.]

Note: Consideration

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

Building Contract: an agreement in writing dated [DATE] between the Beneficiary and the Contractor.

Business Day: a day other than a Saturday, Sunday or public holiday in [England] when banks in [London] are open for business.

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

[Contractor: [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].]

Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

Funder: a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Works or the completed Works; or
- (b) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules,

programmes, bills of quantities, budgets and any other materials provided in connection with the Sub-Contract Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Sub-Contract Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.

Property: [DESCRIPTION OF PROPERTY].

Sub-Contract: an agreement in writing dated [DATE] between the Contractor and the Sub-Contractor.

Sub-Contract Works: the [design,] construction and completion of the building works referred to in the Sub-Contract, carried out by the Sub-Contractor under the Sub-Contract.

Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2. Clause headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11. A reference to writing or written includes fax and email.
- 1.12. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.]
- 1.13. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in

respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

- 1.14. References to clauses are to the clauses of this agreement.
- 1.15. Unless otherwise expressly provided, the obligations and liabilities of the persons forming the PARTIES under this agreement are joint and several.]
- 1.16. Note: Joint and several liability of a party
- 1.17. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMPLY WITH SUB-CONTRACT

2.1. The Sub-Contractor warrants to the Beneficiary that:

- (a) it has complied, and shall continue to comply, with its obligations under the Sub-Contract, including its obligations to:
 - (i) carry out and complete the Sub-Contract Works properly; and
 - (ii) use workmanship and materials of the quality and standard specified in the Sub-Contract;
- (b) [without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Sub-Contract, it:
 - (i) has designed, or will design, the Sub-Contract Works; and
 - (ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Sub-Contract Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the [Sub-Contract] Works; and]

- (c) it [has used all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the [Sub-Contract] Works to OR has not and will] not specify or use anything in the Sub-Contract Works, which, at the time of specification [or use], is Deleterious.

2.2. In proceedings for breach of this clause 2, the Sub-Contractor may:

- (a) rely on any limit of liability or other term of the Sub-Contract; and
- (b) raise equivalent rights of defence as it would have had, if the Beneficiary had been named as a joint employer, with the Contractor, under the Sub-Contract [(for this purpose not taking into account any set-off or counterclaim against the actual contractor under the Sub-Contract)].

Note: Limitation in favour of Sub-Contractor

2.3. The Sub-Contractor's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:

- (i) the Property; or
 - (ii) the Works; or
 - (iii) the Sub-Contract Works; or
 - (iv) any designs or specifications for the Property or the Works; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Contractor.

2.4. [This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Sub-Contractor.]

3. [STEP-IN RIGHTS: SUB-CONTRACTOR MAY NOT TERMINATE OR DISCONTINUE]

3.1. The Sub-Contractor shall not exercise, or seek to exercise, any right to:

- (a) terminate its employment under the Sub-Contract; or
- (b) discontinue the [design and] construction of the Sub-Contract Works,

for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least [ten OR 15 OR 20] Business Days' written notice of its intention to do so. Any notice from the Sub-Contractor shall specify the grounds for the Sub-Contractor's proposed termination or discontinuance.

3.2. If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in clause 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under clause 3.1.

3.3. The Sub-Contractor's right to terminate its employment under the Sub-Contract, or to discontinue the [design and] construction of the Sub-Contract Works, shall cease if, within the period referred to in clause 3.1, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:

- (a) requiring the Sub-Contractor not to terminate its employment or not to discontinue the [design and] construction of the Sub-Contract Works under the Sub-Contract;
- (b) acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and
- (c) undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:
 - (i) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and
 - (ii) any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.

3.4. If the Beneficiary or its nominee serves notice on the Sub-Contractor under clause 3.3, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

3.5. In complying with this clause 3, the Sub-Contractor:

- (a) does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and
- (b) may exercise its right to terminate its employment under the Sub-Contract or discontinue the [design and] construction of the Sub-Contract Works after the expiry of the notice period referred to in clause 3.1, unless the Sub-Contractor's right to terminate or discontinue has ceased under clause 3.3.]

4. [STEP-IN RIGHTS: BENEFICIARY MAY STEP-IN

- 4.1. Without affecting clause 3.1, if the Beneficiary serves a notice on the Sub-Contractor, copied to the Contractor, that:
 - (a) confirms that the Beneficiary wishes to step-in to the Sub-Contract; and
 - (b) complies with the requirements for a Beneficiary's notice under clause 3.3,then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).
- 4.2. The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give a notice under clause 4.1. The Sub-Contractor shall not enquire whether the Beneficiary may give that notice.
- 4.3. In complying with this clause 4, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.]

5. [STEP-IN RIGHTS: SUB-CONTRACTOR'S POSITION AND CONTRACTOR'S CONSENT

- 5.1. The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with clause 3 or clause 4.
- 5.2. The Contractor has [signed OR executed] this agreement to confirm its consent to the agreement.]

6. [STEP-IN RIGHTS: BENEFICIARY'S GUARANTEE

If a Beneficiary's notice under clause 3 or clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.]

7. NO INSTRUCTIONS TO SUB-CONTRACTOR BY BENEFICIARY

[Unless the Beneficiary has stepped-in under clause 3 or clause 4,] the Beneficiary may not give instructions to the Sub-Contractor under this agreement.

8. COPYRIGHT

- 8.1. The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.
- 8.2. [This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.]

- 8.3. This licence carries the right to grant sub-licences [and is transferable to third parties without the consent of the Sub-Contractor].
- 8.4. The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 8.5. The Beneficiary may request a copy or copies of (some or all of) the Material from the Sub-Contractor. On the Beneficiary's payment of the Sub-Contractor's reasonable charges for providing the copy (or copies), the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

9. [PROFESSIONAL INDEMNITY INSURANCE

- 9.1. The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least **£[SUM]** [for any one occurrence or series of occurrences arising out of any one event OR in the annual aggregate] for a period beginning on the date of this agreement and ending [six OR 12] years after the date of [practical completion OR making good of defects] of the Works, provided that such insurance is available at commercially reasonable rates [and terms]. The Sub-Contractor shall maintain that professional indemnity insurance:
 - (a) with reputable insurers lawfully carrying on insurance business in the [UK or EU];
 - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
 - (c) on terms that:
 - (i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 9.2. Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.
- 9.3. The Sub-Contractor shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or
 - (b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.
- 9.4. The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.
- 9.5. 9.5 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:
 - (a) the Sub-Contractor's then current professional indemnity insurance; and

(b) that the premiums for that insurance have been paid in full at the date of that letter.]

10. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Sub-Contractor under this agreement after [six OR 12] years from the date of [practical completion OR making good of defects] of all of the Works.

11. ASSIGNMENT

11.1. The Beneficiary may assign the benefit of this agreement:

- (a) on two occasions to any person [with an interest in the Works]; and
- (b) without counting as an assignment under clause 11.1(a):
 - (i) by way of security to a Funder (including any reassignment on redemption of security); or
 - (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary [so long as that assignee company remains within the same group of companies as the Beneficiary].

11.2. The Beneficiary shall notify the Sub-Contractor [and the Contractor] of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

Note: Compromise on notices

11.3. The Sub-Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 11.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

12. NOTICES

12.1. [For the purposes of this clause, but subject to clause 12.7, notice includes any other communication.]

12.2. A notice given to a party under or in connection with this agreement:

- (a) shall be in writing [and in English[or accompanied by an accurate translation into English]];
- (b) [shall be signed by or on behalf of the party giving it;]
- (c) shall be sent to the party for the attention of the contact and at the address[, fax or DX number] listed in clause 12.3;
- (d) [shall OR may] be sent by a method listed in clause 12.5; and
- (e) [unless proved otherwise] is deemed received as set out in clause 12.5 if prepared and sent in accordance with this clause.

12.3. The parties' addresses and contacts are as set out in this table:

Party	
Contact	
Address	

DX Number	
Sub-Contractor	
[POSITION OF CONTACT]	
[ADDRESS]	
[DX NUMBER]	
Beneficiary	
[POSITION OF CONTACT]	
[ADDRESS]	
[DX NUMBER]	
[Contractor]	
[POSITION OF CONTACT]	
[ADDRESS]	
[DX NUMBER]	

12.4. A party may change its details given in the table in clause 12.3 by giving notice, the change taking effect for the party notified of the change at [9.00 am] on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date [five] Business Days after deemed receipt of the notice.

12.5. This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 12.6:

Delivery method

Delivery date and time

Delivery by hand.

On signature of a delivery receipt [or at the time the notice is left at the address].

Pre-paid first class [recorded delivery] post or other next working day delivery service[providing [proof of postage OR proof of delivery]].

[9.00 am] on the [second] Business Day after posting [or at the time recorded by the delivery service].

Pre-paid airmail [providing [proof of postage OR proof of delivery.]]

[[9.00 am] on the [fifth] Business Day after posting [or at the time recorded by the delivery service.]

OR

[INSERT TIME AND DATE].

Fax.

At the time of transmission.

Document exchange (DX).

[9.00 am] on the [second] Business Day after being put into the DX.

12.6 For the purpose of clause 12.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

12.6. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.7. A notice given under [or in connection with] this agreement is not valid if sent by email.

13. THIRD PARTY RIGHTS

Note: Third party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14. GOVERNING LAW

Note: Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

Note: Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF SUB-CONTRACTOR]

.....

Director

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by **[NAME OF FIRST DIRECTOR]**, a director and **[NAME OF SECOND DIRECTOR/SECRETARY]**, [a director OR its secretary]

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by **[NAME OF DIRECTOR]** a director, in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....

[SIGNATURE OF DIRECTOR]

Director

Executed as a deed by **[NAME OF BENEFICIARY]** acting by **[NAME OF AUTHORISED SIGNATORY]** and **[NAME OF AUTHORISED SIGNATORY]**,

.....

[SIGNATURE OF FIRST AUTHORISED SIGNATORY]

.....

[SIGNATURE OF SECOND AUTHORISED SIGNATORY]

OR

Executed as a deed by **[NAME OF BENEFICIARY]** acting by **[NAME OF AUTHORISED SIGNATORY]** a director, in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....

[SIGNATURE OF AUTHORISED SIGNATORY]

Executed as a deed by **[NAME OF CONTRACTOR]** acting by **[NAME OF FIRST DIRECTOR]**, a director and **[NAME OF SECOND DIRECTOR/SECRETARY]**, [a director OR its secretary]

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

OR

Executed as a deed by **[NAME OF CONTRACTOR]** acting by **[NAME OF DIRECTOR]** a director, in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....

[SIGNATURE OF DIRECTOR]

Director

Appendix B1

Architect Scope of Service

The scope and duties for the Architectural services for the SWCF 2017-2021 contract are detailed below. These are based on the role specifications and design services as described in the RIBA Standard Agreement 2010 (revised 2012). It should be noted that these documents precede certain recent changes in the law however the Consultant is still expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the consultant appointment is novated fully to the contractor at the end of Riba Stage 3/ commencement of Riba stage 4)
- 3) Design and Build, two stage without novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant is retained to act as the clients Technical Advisor)

Services

The scope of the Architects services will include:-

- The Role Specification as 'Designer' as defined in Part 1 of RIBA Standard Agreement 2010; Schedules (2012 revision – RIBA Plan of Work 2013 compatible version).
- The work stage services as defined in Part 1 of RIBA Standard Agreement 2010 (revised 2012).
- The 'other services' as defined by 3a, 3b and 3c, 10, 11, 19, 23 of Part 3 of RIBA Standard Agreement 2010 (revised 2012).

The architectural work elements for projects under the SWCF will generally comprise:

- Siting of buildings and external works elements
- Spatial Arrangement of buildings and external works elements
- Amenity of buildings and external works elements
- Appearance of buildings and external works elements

The following services relate to the architectural services but do not form part of the Architects commercial offer however the Architect should allow for liaison with these Specialists:

- Landscape Architectural Work
- Interior Design Work

The following services deemed as 'other services' are to be performed by the consultant but do not form part of the base scope of works but may be agreed on a case by case basis:

- The 'other services' as defined by 1, 2, 4-9, 12-18, 20, 24, 25 of Part 3 of RIBA Standard Agreement 2010 (revised 2012).
- The 'special services' of Part 3 of RIBA Standard Agreement 2010 (revised 2012).

Services Associated with the selected Procurement Route

1) Traditional

The services associated with the traditional procurement route include the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 7 as described above as 'Designer'.

2) Design and Build with Novation

The services associated with the D&B (with novation) route is based on the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 7 as described above as 'Designer'. An additional service is the collation of the drawings and specifications into an Employers Requirements document. The Architect is to allow for submitting a planning application during RIBA Stage 3. Novation of the appointment to the Contractor will occur at the commencement of RIBA Stage 4.

3) Design and Build without Novation

The services associated with the D&B (without novation) route is based on the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 3 as described above as 'Designer'. An additional service is the collation of the drawings and specifications into an Employers Requirements document. The Architect is to allow for submitting a planning application during RIBA Stage 3. Following the tender exercise the Architect shall allow for the Consultation, Advising, Visiting and Reviewing activities of RIBA Stage 4,5,6 and 7 but the detailed design and specification of the project will be the responsibility of the Contractor and their design team.

Appendix B2

Civil and Structural Engineering Scope of Services

The scope and duties for the Civil and Structural Engineering services for the SWCF 2017-2021 framework are detailed below. These are based on the ACE (2009) Schedule of Services Part G(a) – Civil and Structural Engineering Single Consultant or Non-lead Consultant. It should be noted that these documents precede certain changes in the law however the Consultant is expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the consultant appointment is novated fully to the contractor at the end of Riba Stage 3/ commencement of Riba stage 4)
- 3) Design and Build, two stage without novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant is retained to act as the clients Technical Advisor)

Services

The civil and structural work elements will generally comprise:

- Earthworks and Excavation
- Demolition of Structures
- Foundations including forms of piling but not the design of proprietary piling
- Earth and Water retaining structures
- Ground and surface treatment
- Local and main, public health and land drainage
- Paving and surfacing; roads, car parks and footpaths
- Fencing and landscaping
- Structures in masonry, brickwork and/or block work, unreinforced or reinforced
- Structures in timber
- Structures in metalwork, ferrous or non-ferrous
- Structures in concrete both in-situ and pre-cast

The following services are related to the civil and structural services but the detail design does not form part of the C&S commercial offer and the work elements require design inputs from specialists. The Consultant should allow for liaison with the specialists as appropriate:

- Proprietary pile design
- Proprietary ground improvement techniques
- Proprietary retaining wall design

- Proprietary flooring systems
- Proprietary cladding and glazing systems
- Tensile structures

The following services deemed as 'other services' are to be performed by the consultant as required but do not form part of the base scope of works or commercial offer. These may be agreed between client and consultant on a case by case basis:

- G3.1-G3.18 (other services)
- G4.1 – G4.1.12 (services to be arranged but not necessarily performed by the C&S consultant)

1) Traditional

The required services associated with the traditional procurement route is based on ACE schedule G(a) ('The services') which comprise the following stages which are aligned to the RIBA Plan of Work 2013 stages as shown in the table below;

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work 2013
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2
G2.4	Detailed proposals stage	3
G2.5	Final proposals stage	
G2.6	Production information stage	4
G2.7	Tender information stage	5 (Specialist design elements)
G2.8	Mobilisation stage	6
	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

2) Design and Build with Novation

The services associated with the D&B (with novation) route is based on ACE schedule G(a) ('The services'). An additional service required is the collation of the drawings and specifications into an Employers Requirements document. Novation of the appointment to the Contractor will occur at the commencement of RIBA Stage 4.

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work 2013
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2
G2.4	Detailed proposals stage	3 ²
G2.5	Final proposals stage	
G2.6	Production information stage	4
G2.7	Tender information stage	
		5 (Specialist design elements)
G2.8	Mobilisation stage	6
	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

² Consultant Appointment to be novated at the end of RIBA Stage 3

3) Design and Build without Novation

The D&B without novation route is based on ACE schedule G(a) ('The services') with completion of the employer requirements/performance specification at Riba stage 3. The Contractor design work will commence at RIBA stage 4. The table below details the stages which are aligned to the RIBA and ACE plan of work.

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work 2013
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2
G2.4	Detailed proposals stage	3
G2.5	Final proposals stage	
G2.6	Production information stage	4
G2.7	Tender information stage	
		5 (Specialist design elements)
G2.8	Mobilisation stage	6

	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

It should be noted that under this procurement route the following services are not required of the C&S consultant:-

- G2.4
- G2.5
- G2.6
- G2.8.2, G2.8.10

Appendix B3

Quantity Surveyor Scope of Service

The scope and duties for the Quantity Surveyor services for the SWCF 2016-2020 contract are detailed below. These are based on the core services and selected supplementary services as described in the document 'Quantity Surveyor Services' from the RICS Standard Form of Consultant Appointment and RICS Short form of consultant's appointment.

In addition reference is made to the RIBA Plan of Work 2013 and the Role Specifications described in the RIBA Services 2010 (revised 2012). It should be noted that these documents precede certain recent changes in the law however the Consultant is still expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement.
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the design consultant appointment is novated fully to the contractor at the end of Riba Stage 3/commencement of Riba stage 4).
- 3) Design and Build, two stage without novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant design team is retained to act as the clients Technical Advisor).

Services

The scope of the Quantity Surveying Services will include:-

- Services required by the role specification as 'Cost Consultant' as defined in Part 1 of RIBA Standard Agreement 2010 (revised 2012).
- All the 'core services' as defined in the RICS Quantity Surveying Services – For use with the RICS Standard Form of Consultant's appointment and RICS Short form of consultant's appointment.
- The following 'supplemental services' as defined by 2.1.6; 2.1.12; 2.1.14 from the RICS Standard Form of Consultant's appointment and RICS Short form of consultant's appointment.

Appendix B4

Lead Designer Scope of Service

The scope and duties for the Lead Designer services for the SWCF 2016-2020 contract are detailed below. These are based on the 'Role Specifications' and design services as described in the RIBA Standard Agreement 2010 (revised 2012). It should be noted that these documents precede certain recent changes in the law however the Consultant is still expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement.
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the design consultant appointment is novated fully to the contractor at the end of Riba Stage 3/ commencement of Riba stage 4).
- 3) Design and Build, two stage without novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant is retained to act as the clients Technical Advisor).

Services

The scope of the Lead Designer services will include:-

- The Role Specification as 'Lead Designer' as defined in Part 1 of RIBA Standard Agreement 2010 (revised 2012).
- The work stage services as defined in Part 1 of RIBA Standard Agreement 2010 (revised 2012).
- The 'other services' as defined by 3a, 3b and 3c, 10, 11, 19, 23 of Part 3 of RIBA Standard Agreement 2010 (revised 2012).

Services Associated with the selected Procurement Route

1) Traditional

The services associated with the traditional procurement route include the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 7 as described above as 'Lead Designer'.

2) Design and Build with Novation

The services associated with the D&B (with novation) route is based on the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 7 as described above as 'Lead Designer'. An additional service is the collation of the drawings and specifications into an Employers Requirements document. Novation of the 'Lead Designer' appointment to the Contractor will occur at the commencement of RIBA Stage 4.

3) Design and Build without Novation

The services associated with the D&B (without novation) route is based on the full suite of services, role descriptions and RIBA Plan of Work 2013, Stage 0 to Stage 3 as described above as 'Lead Designer'. An additional service is the collation of the drawings and specifications into an Employers Requirements document. Following the tender exercise the 'Lead Designer' shall not be required further.

Appendix B5

Mechanical, Electrical, Public Health Scope of Service

The scope and duties for the Mechanical, Electrical and Public Health engineering services for the SWCF 2016-2020 framework are detailed below. These are based on the ACE (2009) Schedule of Services Part G(b) – Detailed Design in Buildings and part G(c) Performance design in buildings.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the consultant appointment is novated fully to the contractor at the end of Riba Stage 3/ commencement of Riba stage 4)
- 3) Design and Build, two stage without novation (the design is developed by the Consultant to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant is retained to act as the clients Technical Advisor)

Services

The mechanical and electrical services will generally comprise;

- Building Management System (BMS)*
- Boiler plant and auxiliaries
- Cold Water Services
- Hot Water Service
- Heating Installation
- Ventilation systems
- Cooling systems
- Fuel gas distribution
- Public Health and Plumbing Services
- Electrical Distribution Services
- Small power distribution
- Lighting
- Emergency lighting
- Fire Detection and Alarm¹
- Electrical wiring for mechanical plant
- Lightning Protection Services¹
- Lifts¹
- Ancillary systems such as disabled alarm systems
- Noise attenuation in connection with M & E services*
- Thermal Insulation in connection with M & E services*

- Building regulation part L modelling (to be included although normally categorised as
- other services to be performed by the consultant under ACE)*
- Energy performance certificate , EPC (to be included although normally categorised
- as other services to be performed by the consultant under ACE)*
- LZC report and renewable energy technology design*
- Contribute to BREEAM assessment

* Items marked will under taken by the D&B contractor under the D&B with no novation route.

¹ These services have contractor design portions and will be performance designed
The following services are related to the M&E services but do not form part of the M&E offer and require design input from specialists. The scope allows for liaison with the specialists and any power and containment services;

- Advanced Security Services (Intruder, Access control, CCTV)
- ICT/Data/Telephone systems
- Audio visual and systems
- Sprinklers systems
- Kitchen Ventilation
- Dedicated Energy Management Systems (EMS)
- Commissioning/commissioning management

The following services normally deemed as other services (G3) to be performed by the consultant and do not form part of the base scope of works.

- Below ground drainage
- Rain water design
- Day lighting
- Soft landings
- BREEAM
- Display Energy Certificate
- BIM & 3D Services modelling
- Clerk of works role
- Post Occupancy Evaluation (POE)
- Building User Guide

1) Traditional

The traditional route is based on ACE schedule G(b) (normal services) comprises of the following stages which are aligned to the RIBA stages as shown in the table below;

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2

G2.4	Detailed proposals stage	3
G2.5	Final proposals stage	
G2.6	Production information stage	4 ¹
G2.7	Tender information stage	
		5 (Specialist design elements)
G2.8	Mobilisation stage	6
	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

¹ Stage 4 will be to 4a as defined by BSRIA guide BG6/2014 'A Design Framework for Building Services'

2) Design and Build with Novation

The D&B with novation route is based on ACE schedule G(b) (normal services) with novation at stage 3 and comprises of the following stages which are aligned to the RIBA stages as shown in the table below;

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2
G2.4	Detailed proposals stage	3 ²
G2.5	Final proposals stage	
G2.6	Production information stage	4 ³
G2.7	Tender information stage	
		5 (Specialist design elements)
G2.8	Mobilisation stage	6
	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

² Consultant duties to be novated at end of stage 3

³ Stage 4 will be to 4a as defined by BSRIA guide BG6/2014 'A Design Framework for Building Services'

3) Design and Build without Novation

The D&B without novation route is based on ACE schedule G(c) (Performance design services) with completion of the employer requirements/performance specification at stage 2. The Contractor D&B work will commence at stage 3. The table below details the stages which are aligned to the RIBA and ACE plan of work.

ACE Work Stage	ACE Description	Equivalent RIBA Plan of Work
G2.1	Appraisal stage	1
G2.2	Strategic briefing stage	
G2.3	Outline proposals stage	2
G2.4	Detailed proposals stage	3 ⁴
G2.5	Final proposals stage	
G2.6	Production information stage	4 ⁵
G2.7	Tender information stage	
		5 (Specialist design elements)
G2.8	Mobilisation stage	6
	Construction to practical completion stage	6
	After practical completion stage	7
G3	Other Services to be performed by the consultant	TBA

⁴ Consultant duties to be novated at end of stage 3

⁵ Stage 4 will be to 4a as defined by BSRIA guide BG6/2014 'A Design Framework for Building Services'

Appendix B6

Duties of the Principal Designer

(Formerly the role of CDM COORDINATOR)

Introduction:

The Appointment of the Principal Designer is a key requirement for the Client. This appointment must be made immediately at the start of the project in order to comply with the CDM 2015 Regulations

All appointed consultants are to comply with both the requirements and spirit of this document, the Construction (Design & Management) Regulations 2015 (CDM 2015) and associated guidance together with any specific institutional contractor guidelines or similar documentation.

The Principal Designer (PD) is a primary function of CDM 2015 and should be seen as an integral part of the Design Team. As such, they need to be appointed at the outset of any construction project involving more than one contractor. The PD must become (and be encouraged) to be an integral member of the team at all stages of the project, feasibility, design, pre-construction, construction and finally handover. The PD should consider Fire, Health and Safety (FHS) relating to build (or refurbishment), future use and operation, maintenance and cleaning as an ongoing process.

General

- 9.G.1 Provide Principal Designer services as defined by legislation and in line with other Project Objectives and health and safety best practice.
- 9.G.2 The Principal Designer shall fulfil the role as defined in the Construction (Design and Management) Regulations 2015 and the associated HSE Draft Legal (L) Series Guidance and without limitation shall carry out the activities set out in this schedule of duties.
- 9.G.3 Liaise with other consultants on the project team and ensure that the services listed hereunder are fully co-ordinated with the services provided by those consultants.
- 9.G.4 Participate in the operation of an early warning system whereby the Principal Designer shall notify the Project Lead, other consultants and Contractor as soon as the Principal Designer is aware of a matter that may adversely affect the project or its performance.
- 9.G.5 Make appropriate enquiries and advise the Client in writing as to the skills knowledge, experience and organizational capability to fulfil the role to which they are to be appointed, in accordance with Regulation 8 of the CDM 2015 Regulations, of:
Any designer that the Client may wish to appoint for the purposes of the project;
Any contractor the Client may wish to consider for appointment as Contractor for the purposes of the project.
- 9.G.6 Make appropriate enquiries and advise the Client in writing of the allocation of adequate resources of the Contractor to enable him to comply with its Duties under the CDM Regulations.

- 9.G.7 Inform the Client of its duties under the CDM Regulations.
- 9.G.8 Advise as to health and safety considerations affecting or affected by procurement methods and approaches to design and construction.
- 9.G.9 Undertake a Designers' Risk Assessment Workshop, chaired by the Principal Designer. A Design Risk Assessment is to be reviewed and tracked throughout the project in so far as to establish that Designers are fulfilling their duties under the 2015 CDM Regulations. Also review design information.
- 9.G.10 Ensure, as far as reasonably practicable, that designers comply with their statutory duties under health and safety legislation.
- 9.G.11 Attend meetings with the Client, Project Lead, other consultants and Contractor as necessary for the performance of the services.
- 9.G.12 Participate in value engineering, value management and risk management workshops and exercises throughout the project duration.
- 9.G.13 The Principal Designer, Client and his/her representatives, other consultants and all stakeholders will work closely together 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 on time and to budget in accordance with the Project Objectives, in particular securing the health and safety of any person affected by the project.
- 9.G.14 Plan, manage and monitor the pre-construction phase and co-ordinate matters relating to health and safety during the pre-construction phase;
- 9.G.15 Ensure the team work to reduce risks, coordinate information, and generate solutions for construction, maintenance and cleaning that are as risk free and obvious as possible;
- 9.G.16 Generate and organise information for the health and safety file and hand this over at the end of their commission;
- 9.G.17 Advise the Client as to the existing information that he is to provide, how that may be obtained and ensure that it is circulated to the Designers and Contractor when obtained.
- 9.G.18 Ensure that coherent pre-construction information regarding the project both prior to the current work and as generated by the team is handed over to the principal contractor.

Preparation and Brief

- 9.1.1 Notify the Health and Safety Executive (HSE) before commencement of the existence of the Project, in accordance with Regulation 6 of the CDM Regulations and the HSE Draft Legal (L) Series Guidance.
- 9.1.2 Advise the Client on the skills, knowledge, experience and organizational capability of all Designers with regard to fulfilling their role under the 2015 Regulations.

Concept Design

- 9.2.1 Comment on other Project Strategies as necessary where they affect health and safety risk management.
- 9.2.2 Comment on Concept Design proposals as they progress where they affect health and safety risk management.
- 9.2.3 Monitor in accordance with Regulation 11 of the CDM Regulations 2015 and the HSE Draft Legal (L) Series Guidance all health and safety aspects of the Concept Design for the project and ensure that such designs take into account health and safety considerations and future maintenance proposals, as set out under the CDM Regulations and HSE Draft Legal (L) Series Guidance.

Developed Design

- 9.3.1 Comment on other Project Strategies as necessary where they affect health and safety risk management.
- 9.3.2 Comment on Developed Design proposals as they progress where they affect health and safety risk management.
- 9.3.3 Monitor in accordance with Regulation 11 of the CDM Regulations 2015 and the HSE Draft Legal (L) Series Guidance all health and safety aspects of the Developed Design for the project and ensure that such designs take into account health and safety considerations and future maintenance proposals, as set out under the CDM Regulations and HSE Draft Legal (L) Series Guidance.
- 9.3.4 Design and Build procurement route: Prepare health and safety pre-construction information pack. Ensure that the pre-construction information pack is appropriate to the Project and is prepared in accordance with the Regulation 11 of the CDM Regulations 2015 and the HSE Draft Legal (L) Series Guidance and ensure that the document is prepared in time to be included in any tender or negotiation process for the Project.
- 9.3.5 Design and Build procurement route: Review and comment upon tenders in respect of the design risk assessment work undertaken.
- 9.3.6 Design and Build procurement route: Review and comment upon the Contractor's Proposals in respect of their compliance with the CDM Regulations.

Technical Design

- 9.4.1 Comment on updated Project Strategies as necessary where they affect health and safety risk management.
- 9.4.2 Comment on Technical Design proposals as they progress where they affect health and safety risk management.
- 9.4.3 Monitor in accordance with Regulation 11 of the CDM Regulations 2015 and the HSE Draft Legal (L) Series Guidance all health and safety aspects of the Technical Design for the project and ensure that such designs take into account health and safety considerations and future maintenance proposals, as set out under the CDM Regulations 2015 and the HSE Draft Legal (L) Series Guidance.

- 9.4.4 Traditional procurement route: Prepare health and safety pre-contract information pack. Ensure that the pre-construction information pack is appropriate to the Project and is prepared in accordance with the Regulation 11 of the CDM Regulations and the HSE Draft Legal (L) Series Guidance and ensure that the document is prepared in time to be included in any tender or negotiation process for the Project.

NB: This refers to clauses in the 2007 Regulations and the ACoP which are now replaced by the 2015 Regulations and the HSE Draft Legal (L) Series Guidance. Hence the changes in red.

- 9.4.5 Traditional procurement route: Review and comment upon tenders in respect of the design risk assessment work undertaken.
- 9.4.6 Review and sign-off construction phase health and safety plan.

Construction

- 9.5.1 Comment on updated Project Strategies as necessary where they affect health and safety risk management.
- 9.5.2 Review any additional designs or design information prepared by the Contractor and/or the design team after commencement of construction of the project, and advise the Client accordingly.
- 9.5.3 Respond to queries raised by Project Lead, Contract Administrator or Contractor as required.
- 9.5.4 Review 'As Constructed' Information. Ensure all 'As Constructed' Information is complete for handover, including agreeing with the Contractor and Client the information required for the safe operation and maintenance of the building.

Handover and Close Out

- 9.6.1 Review Project Information.
- 9.6.2 Prepare a Health and Safety File and deliver this to the Client in accordance with Regulation 12 of the CDM Regulations and the HSE Draft Legal (L) Series Guidance.

In Use

- 9.7.1 Undertake tasks listed in Handover Strategy.
- 9.7.2 Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Further outline of the duties of the Principal Designer role, aligned to the CDM Regulations 2015 are detailed on the following link –

<http://www.legislation.gov.uk/ukxi/2015/51/regulation/11/made>

Appendix B7

Project Manager Scope of Service

The scope and duties for the Project Manager Services for the SWCF 2016-2020 contract are detailed below. These are based on the core services and selected supplementary services as described in 'Project Manager Services' from the RICS Standard Form of Consultant Appointment and RICS Short form of consultant's appointment. In addition reference is made to the RIBA Plan of Work 2013 and the Role Specifications described in the RIBA Services 2010 (revised 2012). It should be noted that these documents precede certain recent changes in the law however the Consultant is still expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the design consultant appointment is novated fully to the contractor at the end of Riba Stage 3/commencement of Riba stage 4).
- 3) Design and Build, two stage without novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant design team is retained to act as the clients Technical Advisor).

Services

The scope of the Project Managers services will include:-

- Services required by the role specification as 'Project Lead and Contract Administrator' as defined in Part 1 of RIBA Standard Agreement 2010 (revised 2012).
- All the 'core services' as defined in the RICS Standard Form of Consultant Appointment. – For use with the RICS Standard Form of Consultant's appointment and RICS Short form of consultant's appointment.
- The following 'supplemental services' as defined by 2.1.7; 2.1.9; 2.3.1;2.3.2; 2.3.4; 2.3.6; 2.3.7; 2.3.8 from the RICS Standard Form of Consultant's appointment and RICS Short form of consultant's appointment.

Appendix B8

The Supervisor Scope of Service

The scope and duties for the Supervisor services for the SWCF 2016-2020 contract are detailed below. These are based on the role and responsibilities as described within the current 'Engineering and Construction Contract' as published by the NEC. In addition reference is made to the RIBA Plan of Work 2013. It should be noted that these documents may precede certain recent changes in the law however the Consultant is still expected to comply with all relevant legal requirements imposed by UK law.

Three project procurement routes are generally envisaged, these are;

- 1) Traditional procurement
- 2) Design and Build (D&B), two stage with novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project and the design consultant appointment is novated fully to the contractor at the end of Riba Stage 3/ commencement of Riba stage 4)
- 3) Design and Build, two stage without novation (the design is developed by the Consultant team to RIBA Stage 3 including the planning application, Employers Requirements are prepared for a design and build project involving other designers employed by the Contractor and the Consultant design team is retained to act as the clients Technical Advisor)

Services

The scope of the Supervisor services will include:-

- Services required by the role specification as 'Supervisor' within the 'Engineering and Construction Contract' as published by the NEC