

**Project Management & Full Design Team Services**

RM3741 Customer Guidance & Ordering Procedure



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**1. INTRODUCTION**

**1.1 Purpose of this Document**

1.1.1We have developed this guidance to assist Contracting Authorities (Central Government and Wider Public Sector Customers) through each stage of their procurement of professional services related to construction from the Project Management and Full Design Team Services Framework Agreement (‘Framework’) awarded by CCS.

**1.2 What can you buy through this framework?**

1.2.1 The Framework is designed to provide public sector organisations with a simplified means of sourcing professional services to support the delivery of construction projects; the outline service options (knows as ‘lots’) are

Lot 1 – Multidisciplinary Services

Lot 2 – Project Management Services

Lot 3 – Architectural Services

Lot 4 – Cost Management Services

Lot 5 – Civil & Structural Engineering Service

Lot 6 – Building Services Engineering

More detail on the services available can be found on page 6 or can be viewed on the following link: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741>

**1.3 Who can use this framework?**

***1.3.1 Central Government Departments***

All public sector and UK Government Departments, charities, executive agencies and third sector organisations can use this Framework.

* + 1. ***Devolved Administrations***

All UK departments under devolved administration across Wales, Scotland and Northern Ireland can purchase services using this Framework

* + 1. ***Wider Public Sector***
       1. This Framework can also be used by other UK public sector organizations including (but not limited to):
* Local Government;
* Health Sector (NHS);
* Nuclear;
* Public Corporations;
* Third Sector (Charities);
* Fire & Rescue Services;
* Police Forces;
* Further and Higher Education;
* Education Sector.
  + - 1. If you are unsure if you can use this framework please contact us at

[info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk).

<http://ted.europa.eu/udl?uri=TED:NOTICE:323830-2016:TEXT:EN:HTML>

**Corrigendum files**

**1.4 Framework duration**

1.4.1 The framework is for a duration of two years commencing 3May 2017 (expiry is 2 May 2019). There is the option to extend the framework by up to two additional periods of one year each. The decision on extension of the contracting period will be based around supplier performance and consideration of Customer User Group feedback.

**5**

**1.5 Why choose us**

**1.5.1 Free, fast and simple to use**

* **Free:** No charge to Contracting Authorities to use the framework
* **Fast:** The framework provides a streamlined route for all Contracting Authorities to access a comprehensive range of external suppliers through a further competition process or direct award.Thefurther competition process is estimated to take around 4 weeks, depending on the size and scale of the requirement.
* **Simple Call-Off Contract Terms:** Contracting Authorities can either use a form of agreement based upon the NEC3 Professional Service Agreement or a CCS standard form. CCS can support and advise you on the benefits of each approach.
* **Flexibility:** The framework has been designed to cater for a wide range of Contracting Authorities. The lot structures and ability to tailor further competitions will ensure this supports contracting authorities own delivery considerations such as SME’s and social value.

**1.5.2 Value for money**

* **Standard rates:** Maximum standard rates are fixed for the first two years of the framework and may be further reduced by suppliers when making a direct award and/or carrying out a further competition.
* **Savings:** The delivery of savings is embedded into the pricing models through competitive rates and continuous improvement measures to drive value, inclusive of whole life cost. Savings delivery results will be shared with Contracting Authorities on a regular basis.
* **Management Information (MI):** Contracting Authorities will have access to management information to track/capture spend based on a common set of service codes, allowing in depth analysis.

**1.5.3 Quality service delivery**

* **Key Performance Indicators (KPIs):** A robust set of KPIs measure the suppliers’ performance across the time, cost, quality triangle and can be used to influence fee if required. Specific KPI measures can be determined by the Contracting Authority and can be tailored to each individual Contracting Authority’s specific requirements.
* **Contract management:** CCS will actively manage performance at an Enterprise level to ensure continuous improvement in the services. CCS will also drive understanding and support delivery of the Government Construction Board aims in conjunction with professional bodies.
* **Customer User Group:** CCS will work with a dedicated Customer User Group throughout the framework to improve service delivery, share best practice, and incorporate new industry developments and regulatory requirements.

**1.6 Help and advice**

If you would like help deciding which service or buying option will best meet your specific needs please get in touch with our category managers.

If you need general advice about CCS please contact our helpdesk.

You can also learn more about our range of commercial deals and latest offers online:

[www.gov.uk/government/organisations/crown-commercial-service](http://www.gov.uk/government/organisations/crown-commercial-service)

|  |
| --- |
| **Contact Details** |
| **CCS Commercial Agreement Manager:**  Bonnie Wheatley: [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk) |
| **Crown Commercial Service Desk:**  Contact Number: **0345 410 2222**  Email: [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)  Website: [www.gov.uk/ccs](http://www.gov.uk/ccs) |

**1.7 Supplier representative contact details available on our website:**

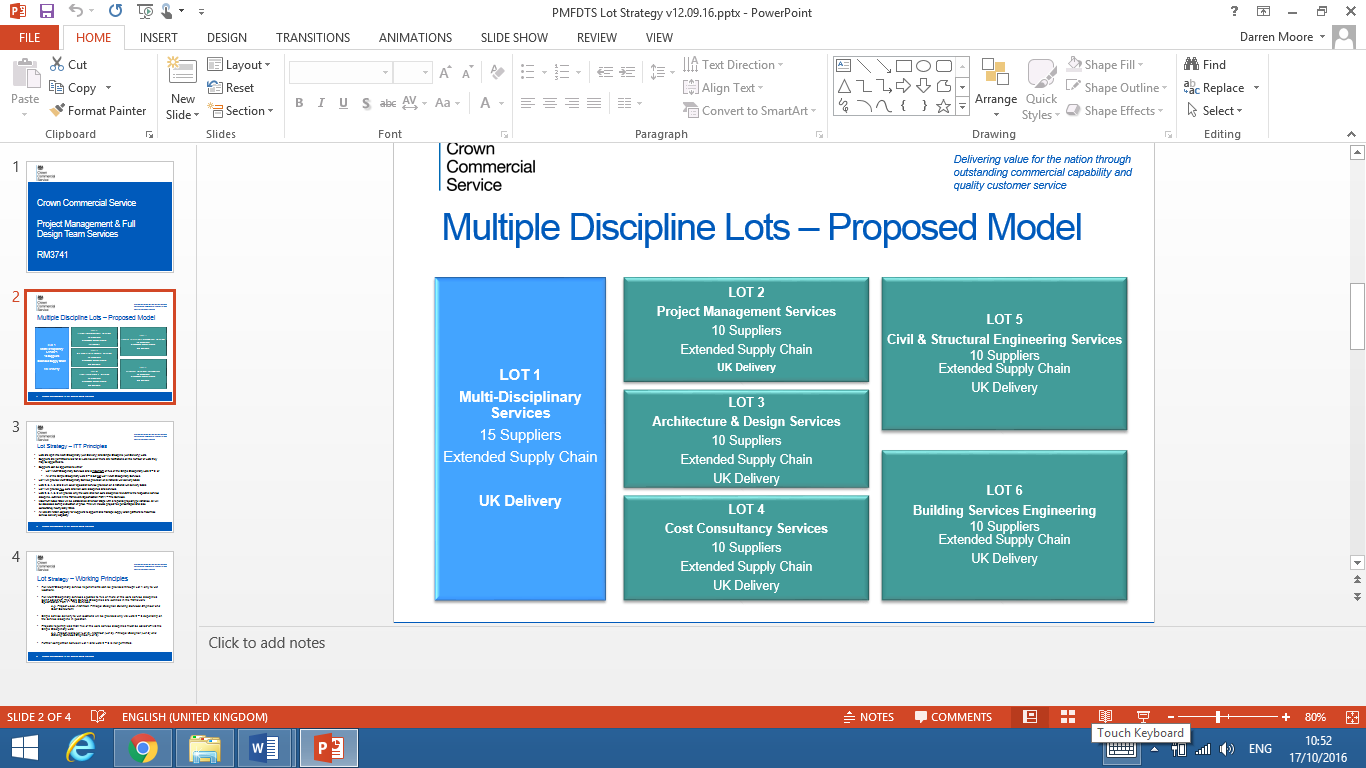
http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741

**2. Scope – How the framework is structured**

**2.1 Range of Consultancy Services**

2.1.1 The Project Management & Full Design Team Services framework Lots:

**Figure 1. Project Management & Full Design Team Services Lots**



2.1.2 Full details of the framework can be seen at the following link:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741>

2.1.3 How to use the service options (lots):

* **Full Multi-Disciplinary** service requirements can be provided through Lot 1.

Full Multi-Disciplinary services equates to five or more of the Core Service Disciplines being called-off (e.g. Project Lead, Architect, Principal Designer, Building Services Engineer and Cost Consultant).

The Core Service Disciplines are outlined in the Framework Schedule 2 – Services & Key Performance Indicators and Annex A – Schedule of Services

**http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741**

* **Single Discipline** delivery will be provided only via lots 2 – 6.
  + 1. **Further competition between framework lots is not permitted.**
    2. The framework provides Contracting Authorities with a comprehensive range of services which have been split by Core and Non-Core Service Discipline provisions; however services are not limited to those listed (please also see the Schedule 2 – Services & Key Performance Indicators document for a further breakdown of Services):

**2.2 Core Service Disciplines**

**Figure 2.Project Management & Full Design Team Services – Core Service Disciplines**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Framework Lots | | | | | |
|  | Multidisciplinary Services | Project Management | Architectural Services | Cost Consultancy Services | Civil & Structural Engineering Services | Building Services Engineering |
| **Core  Services** | **Lot 1** | **Lot 2** | **Lot 3** | **Lot 4** | **Lot 5** | **Lot 6** |
| **Architect** |  |  |  |  |  |  |
| **BIM Coordinator** |  |  |  |  |  |  |
| **BIM Information Manager** |  |  |  |  |  |  |
| **Building Services Engineering** |  |  |  |  |  |  |
| **Client Adviser** |  |  |  |  |  |  |
| **Civil Engineering** |  |  |  |  |  |  |
| **Cost Consultant** |  |  |  |  |  |  |
| **Construction Lead** |  |  |  |  |  |  |
| **Contract Administrator** |  |  |  |  |  |  |
| **Lead Designer** |  |  |  |  |  |  |
| **Principal Designer** |  |  |  |  |  |  |
| **Project Lead** |  |  |  |  |  |  |
| **Structural Engineer** |  |  |  |  |  |  |

**2.3 Non-Core Service Disciplines**

**Figure 2.Project Management & Full Design Team Services – Non-Core Service Disciplines**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Framework Lots | | | | | |
| Multidisciplinary Services | Project Management | Architectural Services | Cost Consultancy | Civil & Structural Engineering Services | Building Services Engineering |
| **Non-Core Services** | **Lot 1** | Lot 2 | Lot 3 | Lot 4 | Lot 5 | Lot 6 |
| **Acoustic Engineering** |  |  |  |  |  |  |
| **Asbestos Surveying** |  |  |  |  |  |  |
| **Clerk of Works** |  |  |  |  |  |  |
| **Conservation Architecture** |  |  |  |  |  |  |
| **Counter Terrorism Advice/Design** |  |  |  |  |  |  |
| **Environmental Services Advice** |  |  |  |  |  |  |
| **Fire & Sprinkler Engineering Services** |  |  |  |  |  |  |
| **General IT Advice/Design** |  |  |  |  |  |  |
| **General Security Advice** |  |  |  |  |  |  |
| **Health & Safety Advice** |  |  |  |  |  |  |
| **Interior Design** |  |  |  |  |  |  |
| **Land Surveying** |  |  |  |  |  |  |
| **Landscape Architecture** |  |  |  |  |  |  |
| **Lead Designer** |  |  |  |  |  |  |
| **Migration Planning & Management** |  |  |  |  |  |  |
| **Principal Designer** |  |  |  |  |  |  |
| **Public Health Advice** |  |  |  |  |  |  |
| **Risk Advisor** |  |  |  |  |  |  |
| **Space Planning & Design Services** |  |  |  |  |  |  |
| **Town Planning Consultant** |  |  |  |  |  |  |
| **Technical Authoring** |  |  |  |  |  |  |
| **Waste Management Advice** |  |  |  |  |  |  |

**2.4 Call Off Process – Further Competition**

**Figure 3. PMFDTS Further Competition Flow Chart**

**2.5 Call Off Process – Direct Award**

**Figure 4. PMFDST Direct Award procedure**

**3. HOW TO USE THE FRAMEWORK**

**3.1 Cabinet Office spending controls**

3.1.1 The Minister for Cabinet Office has produced guidelines on the use of the private sector for consultancy services and has introduced a range of spending controls for Central Government Departments and their Arms-Length Bodies.

[*https://www.gov.uk/government/publications/cabinet-office-controls*](https://www.gov.uk/government/publications/cabinet-office-controls)

**3.2. Registration with CCS as a Contracting Authority (Customer)**

3.2.1 Government bodies and Wider Public Sector organisations wishing to access the framework will be required to register as a Contracting Authority with CCS. This can be done online via our website or by calling our Customer Service Desk (Tel: 0345 410 2222). Our simple registration arrangements mean once a customer has registered they have access to all of our framework agreements. There is no joining fee and no commitment, even after registering.

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741>

**3.3 Customer user agreement & unique order number**

3.3.1 Contracting Authorities are required to initially complete the Customer User Agreement form (see Annex A) and return this to [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk).

3.3.2 Once the form has been submitted, a customer user agreement number will be supplied by CCS for use on the call off and should be quoted on all correspondence.

3.3.3. A new customer agreement number will be required for each and every call off you wish to make under this agreement by contacting [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk).

**3.4 Service requirements – lot(s) selection**

3.4.1 Contracting Authorities should first identify the lot(s) into which their requirement best fits. It may be that your requirement spans several lots, in which case suppliers from more than one of those lots may be able to meet your requirement.

3.4.2 The tables outlined in figure 2 and figure 3 have been provided as guidance only and selecting the appropriate lot is a matter of judgment for the Contracting Authority, depending on their specific requirements.

**3.5 Award procedure**

3.5.1 Contracting Authorities can “Call-Off” from the framework by using one of two routes:

**Direct award** – to invite a single supplier to submit a quotation.

**Further competition** – invite tenders from suppliers.

Both routes are available via the CCS e-Sourcing tool:

<https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp>

Contracting Authorities can however use their own offline systems and procurement portals

Whatever Portal or system is used, Contracting Authorities must identify their tender/project in the main heading or subject header by using their **Customer User Agreement Number (CUA) e.g PMFDTS 0000-2018**

**3.6 Direct Award procedure**

3.6.1 Any Contracting Authority awarding a call-off agreement under this framework Agreement, without holding a further competition shall: (In accordance with PMFDTS Framework Schedule 6 – Direct Award Criteria)

* Apply the following criteria and weightings to the description of the Services as set out in Framework Schedule 2 (Services and Key Performance Indicators) and make use of Framework Suppliers websites, for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution, for Direct Award.

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria - ranked in order of importance** | **Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Authority conducting the direct award** |
| 1 | **Quality**  (including service delivery, technical merit, coverage, account management, fitness for purpose) | 75% |
| 2 | **Price**  (life cycle costs, cost effectiveness & price) | 25% |

* Once the most economically advantageous Supplier has been selected for your requirement – this may also include value for money considerations such as speed of response, non conflict of interest – the below process should be followed;
* Understand and briefly document their rationale for Direct Award to a particular supplier for board approvals, procurement strategies, mitigation of risk of challenge and full audit trail. You may need to obtain your own in-house legal advice to ensure direct award is a compliant approach in your specific circumstances.
* Complete a Customer User Agreement (CUA Template) and email a copy to info@crowncommercial.gov.uk to get set up as a user. They will then be assigned a CUA Reference number used for tracking progress of the project.
* Develop a clear contracting authority scope of services.
* Ask Quality questions to interrogate approach to delivery of services.
* Provide any guidance and criteria for pricing.
* Highlight any specialist areas risks, security, KPIs, new/additional clauses, specialisms.
* Choose form of Contract and complete the NEC Attachment **4a** Contract Data Part 1 (CD1) or CCS Attachment **4b** Contract Particulars (i.e. the summary pages - regarding payment, insurance, liabilities etc.)
* Send to selected supplier and request delivery and pricing proposal.
* Contracting Authorities should check that the pricing submitted by the Supplier does not exceed the Framework rates.

**3.7** **Further Competition**

3.7.1 The benefits of such are:

* enables supplementary terms and conditions to be incorporated into the Call Off (to the extent permitted by the PCR 2016)
* enables suppliers to develop proposals to the Contracting Authority Scope
* enables a competitive environment for pricing.
  1. **Further Competition procedure**

3.8.1 Any Contracting Authority wishing to perform a further competition shall perform the following:

**3.8.2 Pre Tender**

* Develop a Contracting Authority Scope setting out its requirements for the services and identify the lot(s) most capable of supplying the services.
* Consider running a capability assessment. This will allow prospective bidders to review the Contracting Authority’s initial requirements and consider whether they are likely to bid at further competition stage, or rule themselves out of the bidding process. The Contracting Authority can then potentially invite only those suppliers interested in bidding for their requirement at further competition stage.
* Consider pricing strategy and how to best utilise the KPI’s and incentivisation inherent in the framework.
* Complete the respective Template Call Off Form or Contracting Authority’s own tender documentation pack to reflect its services requirements, including any supplementary terms to the extent permitted by the PCR 2016, completion will include:
  + Amend the weighting against the pre-set criteria shown below
  + Utilise CCS standard award questions, or amend as required
  + Select the form of agreement, inclusive of any supplementary conditions required
  + Confirmation of works contract to be utilised at the works stage (also see section 5. Terms and Conditions in relation to contract amendments)

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Criteria** | **Criteria Weighting %** | **Sub-Criteria** | **Sub Criteria Weighting %** |
| Quality | 75% (+/- 25%) | To be determined by the Contracting Authority e.g. Approach to Solution, Resourcing, Mobilisation | To be determined by the Contracting Authority |
| Price | 25% (+/- 25%) | Percentage Project Fees  Time Charge Fees | To be determined by the Contracting Authority |

**3.9 Tender & Evaluation Phase**

3.9.1 Invite tenders by conducting a further competition by:

* utilising the template call off form (if required)
* inviting (electronically) the framework suppliers (see Figure 5) for the chosen lot to submit a tender. This shall be addressed to the supplier representative identified in contacts tab available on website:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741>

* set a time limit for the receipt of tenders taking into account the size and complexity of the service
* assess bids in a fair and transparent manner through application of the Further Competition Award Criteria
* provide unsuccessful framework suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

**Figure 5 Awarded Suppliers**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Supplier Name** | **Lot 1** | **Lot 2** | **Lot 3** | **Lot 4** | **Lot 5** | **Lot 6** |
| AECOM | X |  |  | X |  |  |
| AHR | X |  | X |  |  |  |
| AMEC | X |  | X |  | X |  |
| Arcadis | X | X |  | X |  |  |
| Atkins |  |  | X |  | X | X |
| Building Design Partnership |  |  | X |  | X | X |
| Capita Environmental & Infrastructure | X | X | X |  |  |  |
| CH2M Hill United Kingdom |  |  | X |  | X | X |
| Deloitte LLP | X |  |  |  |  |  |
| Faithful & Gould | X | X |  |  |  |  |
| Gardiner & Theobald | X |  |  |  |  |  |
| Gleeds Advisory Ltd | X | X |  | X |  |  |
| Hoare Lea LLP |  |  |  |  |  | X |
| Jacobs UK |  | X |  | X |  |  |
| Kier Business services | X |  | X |  | X |  |
| Lend Lease Consulting Europe |  | X |  | X |  |  |
| Long O'Donnell |  |  |  | X |  |  |
| MACE Ltd | X | X |  | X |  |  |
| McBains Cooper Consulting Ltd | X |  | X | X |  |  |
| Mott Macdonald Ltd | X |  |  |  | X | X |
| Norr Consultants Ltd |  |  | X |  |  |  |
| NPS Property Consultants Ltd |  |  |  |  |  | X |
| Pell Frischmann Consulting Engineers |  |  |  |  | X |  |
| Pick Everard |  |  | X | X | X | X |
| Rider Levett Bucknall Ltd |  |  |  | X |  |  |
| Ridge & Partners LLP | X | X |  |  |  | X |
| SWEETT UK Ltd |  | X |  |  |  |  |
| SWECO UK Ltd |  |  |  |  | X | X |
| Turner &Townsend Cost Management Ltd |  |  |  | X |  |  |
| Turner &Townsend Project Management Ltd | X | X |  |  |  |  |
| WSP UK Ltd |  | X |  |  | X | X |
| WYG Management Services Ltd | X |  |  |  | X | X |
| Total Number | 16 | 11 | 10 | 11 | 11 | 11 |

**3.10 Contract Award**

* The Call Off can be completed by completing the order form incorporated within the further competition pro-forma. This shall include the following key elements:
  + Contracting Authority Scope
  + Supplier Payment Proposal this being a report that sets out the suppliers
    - detailed understanding of the Contracting Authority Scope
    - proposed approach to the task
    - sub-consultants and how they will be managed
    - resource plan inclusive of key persons CV’s
    - fee proposal including discounts applicable to the maximum rates
* Should circumstances change or responses are inadequate nothing in the framework agreement obliges Contracting Authority’s to make award. However, where a no award decision is made due to poor responses from suppliers CCS would appreciate feedback.
* There is the facility to sign underhand, or by deed should Contracting Authorities require this option

3.10.1 The Contracting Authority is reminded that whilst utilising the framework to source services, consideration and compliance with their own internal processes and governance procedures.

**3.11 The Supplier's Obligations**

3.11.1 The Supplier shall in writing, by the time and date specified by the Contracting Authority following an invitation to tender, provide the Contracting Authority with either:

* a statement to the effect that it does not wish to tender OR
* a completed Further Competition pro-forma; including the provision of the following:
  + Responses to award questions raised by the Contracting Authority
  + Tender certificate inclusive of a statement of non-collusion and confidentiality requirements
  + Supplier Payment Proposal (SPP) which is a report setting out
    - detailed understanding of the Contracting Authority Scope
    - proposed approach to the task
    - sub-consultants and how they will be managed
    - resource plan inclusive of key persons CV’s
    - fee proposal including discounts applicable to the maximum rates in line with the charging structure.

**3.12 Responsibility for Awards**

3.12.1 Each Contracting Authority is independently responsible for the conduct of its award of Call-Off Contracts under this framework agreement. CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:

(a) The conduct of Other Contracting Authorities in relation to this Framework Agreement; or

(b) The performance or non-performance of any Call-Off Contracts between the Supplier and Other Contracting Authorities entered into pursuant to this framework agreement.

**3.13 CCS Support to placing a Call-Off Contract via a Further Competition Process**

3.13.1 A comprehensive ‘User Guidance for Customers: Self-Service’ document with a suite of associated templates has been published on the Crown Commercial Service Bravo eSourcing Tool and is available for Contracting Authority’s to use where such Contracting Authority’s are running their own further competitions on a self-service basis.

3.13.2 Crown Commercial Service Bravo eSourcing Tool

* CCS offers a free to use further competition tool via the Bravo eSourcing Tool which will help to facilitate Contracting Authority’s further competition processes.
* The Bravo eSourcing Tool enables Contracting Authority’s to send information to suppliers and obtain a quotation based on their requirements. *Contracting Authorities are reminded that they must invite all capable suppliers to quote for their requirements.*
* Contracting Authorities have the ability to upload documents to suppliers so that they can submit a tender for the services.
* If you do not already have a login for the Bravo eSourcing tool and for guidance on how to use the tool, please see link below:

<https://crowncommercialservice.bravosolution.co.uk/web/login.html>

**4. Charging Arrangements**

4.1 **Percentage Project Fees**

4.1.1 Percentage fees are highlighted within Schedule 4 of the framework agreement and are based on maximum rates. Rates can be adjusted at Call Off stage by Suppliers if bidding via the Further Competition.

4.1.2 If placing an order by Direct Award the rates contained within the corresponding Suppliers Price Schedule should be used.

4.2 **Time Charge Rates**

4.2.1 The framework prices comprise maximum day rates. Maximum day rates are based on a working day consisting of eight (8) hours (excluding breaks).

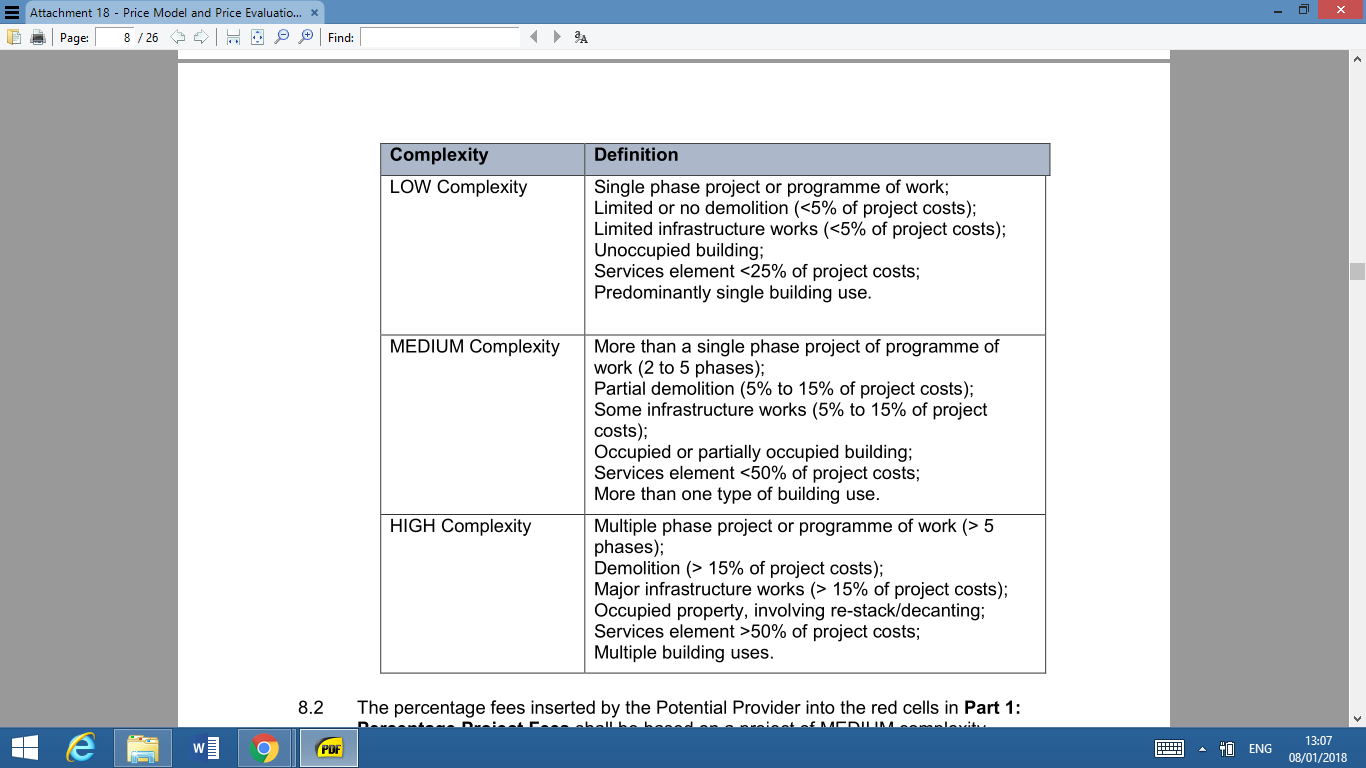
4.3 **Expenses – Travel & Subsistence**

4.3.1 All rates shall be inclusive of travel and related expenses to the services delivery location. Any additional travel and related expenses shall only be payable to the supplier where any entitlement is specified in Appendix 2 in Framework Schedule 4 (Letter of Appointment and Call-Off Terms).

4.4 **Project Complexity**

4.4.1 A Project Complexity variation will apply to each core discipline where Percentage Project Fees are utilised. Where a supplier has included a positive or negative variation within their respective price file this will apply.

4.4.2 Project Complexity criteria is based on the following descriptors:



4.5 **Payment Profiles**

4.5.1 Where the Contracting Authority requires that a non-standard or bespoke payment profile will be necessary for the duration of any contract, the details should be set out in the order in the form of a supplementary term.

4.6 **Rate Reviews**

4.6.1. The earliest date for inflationary increases to the framework prices will be the 27th March 2019. Any subsequent increase to the framework prices shall be annually after this date.

4.6.2 Inflationary rate increases will be in line with in the Consumer Price Index published for the twelve (12) months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date.

4.6.3 Rate increases will only apply to the time charge rates, not the percentage project fee pricing methodology.

4.6.4 Throughout the contracting term CCS will actively seek rate reductions with service providers to drive additional value for money savings.

4.7 **Audit**

4.7.1 As part of its contract management function, CCS has the right to conduct independent auditing of the suppliers processes, procedures and application of their daily rates. Contracting Authorities should contact CCS if they believe that any particular supplier should be audited.

**5. TERMS AND CONDITIONS**

**5.1 Call Off Contract**

**5.1.1** There are two sets of Call Off Contract Terms which are available for Contracting Authority’s to utilise under the framework.

**5.2 NEC3 Term Service Contract – Schedule 4A**

5.2.1 The terms and conditions applied to the call-off contract of the PMFDTS Framework Agreement are based on the NEC Professional Services Contract 2013. Contracting Authorities may select from three main option clauses;

* Priced Contract with Price List
* Target Contract
* Time Based Contract

5.2.2 Contracting Authorities are not permitted to draft or insert new X clauses but are able to select the most appropriate optional Z clauses and include additional Z clauses which meet their requirement.

**5.3 Schedule 4 B – CCS Call Off contract**

5.1.1 This form of contract is based on standard CCS Call Off Contract terms and conditions.

5.1.2 Pricing to be based on Contracting Authority requirements.

**5.3 Contract Amendments**

5.3.1 Where a Contracting Authority is required to make amendments to the call off contract, the amendments should be attached as a separate schedule to the call off contract during the call off process, as outlined in section 3.9.2. Further Competition. This should also including the form of contract for works to be used and any subsequent amendments made to the works contract (and ‘Services’ contract if Design & Build route employed).

**5.4 Insurances and Liabilities Considerations**

Please ensure that insurances, liabilities and contract summaries are finalised in the call off contract and released with the tender documents as this will have a direct impact on pricing proposals.

**CALL OFF ORDER FORM** and removal of Square Brackets

The Contracting Authority will need to consider all aspects of the template Call-Off Order Form at the front end of this document in line with the specific project requirements and complete it prior to seeking bids from the potential Supplier. The use of square brackets within the template Call-Off Order Form indicates that specific drafting has not yet been agreed. The Supplier will be unable to agree to the contract terms until the template Call Off Order Form has been completed, all square brackets have been removed and all aspects of the call-off contract are known.

**SUPPLIERS LIMITATION OF LIABILITY** (Clause 36.2.1)

The Customer will need to consider and agree an appropriate limitation on liability with the Supplier. It is not common practice for Suppliers to agree to unlimited liability as this means they are liable to the full extent of their assets and it may not be reasonable to ask them to sign up to this. Note that the default limits are examples only. The Customer will need to consider the losses that it might suffer in the event of a Default and the likelihood of those losses occurring. The agreed limitation on liability figure can be agreed between the parties and does not need to be a per annum limit. Note that a lower level of liability and PI insurance requirement may have the benefit of reduced fees as the supplier’s risk profile will be smaller/reduced. It is key for Contracting Authorities to clearly outline their requirements (including respective Liabilities) before they issue their Tender via pre market engagement, or if there is not enough time for this, it needs to be explicitly clear in the ITT documents.

**Liability Clause in the PMFDTS Framework**

Whilst the clause allows flexibility it does give guidance to say it should be commensurate with the scale and value of the project.

**8.1** The Supplier’s limitation of liability under Clause 23 of the Call Off Contract is:

£[10],000,000 [for each and every claim][in the aggregate].

(Please seek legal advice on the appropriate limitation of liability – The limitation amount should be commensurate with the scale and value of the project for which the services are carried out. As a general rule, the broad range of limitation is likely to be between £2million and £10million for each and every claim.)

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**6. KEY PERFORMANCE INDICATORS**

6.1A Key Performance Indicator tool has been devised as part of the framework to support Contracting Authority’s in measuring performance of suppliers in delivering their call off requirements. The template contains a number of pre-determined delivery measures which link with a scoring mechanism calculator to support the measurement of performance.

6.2 The tool is designed to not only support Contracting Authority’s in tracking performance but also enabling feedback to be provided to suppliers to assist in improving their service delivery approach.

6.3 There are a number of benefits from adopting use of the KPI measures, including a number of the key functions which are embedded within the template including:

* Ability to apply a gain share mechanism to incentivise good performance and quality being delivered, but also to determine poor performance;
* Pre-determined KPI measures or ability to introduce additional project specific KPIs
* Contracting Authority ability to adjust the weighting and scoring criteria applied to each individual KPI;
* Easy approach to calculating scores and financial measures through pre-determined calculations within the template.

6.4 The use of KPIs are optional to Contracting Authority’s however all are encouraged to consider the use of such performance measures to assist in achieving better value for money, enhanced service offering and ability to support improvement of service delivery by sharing lessons learnt and feedback on good and bad performance.

6.5 The Key Performance Indicator template can be located within the framework user pack.

**Annex A**

**Official – Sensitive**

**Project Management & Full Design Team Services – RM3741**

**Customer User Agreement**

PMFDTS RM3741 provides access to project management, design and a number of ancillary technical services to assist clients in delivering a wide range of construction projects.

Prior to engaging in any supply market engagement, call off services or placing an order through this agreement, please complete the below form and return to Crown Commercial Services [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk). Please provide an answer for every question, for multiple choice questions (identified by \*) please choose the relevant option by highlighting in yellow.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Contact Details | | | | | | |
| Contracting Authority |  | | | | | |
| Contact Name |  | | | | | |
| Contact Number |  | | | | | |
| Contact Email Address |  | | | | | |
| Customer Call Off Requirements will be collated via a Management Database and shared as a pipeline with framework suppliers to ensure capacity and resource planning for projects within the market. **Customer Contact Details are redacted in line with GDPR**.  If there are any security or confidentiality reasons as to why the **Contracting Authority** name will need to be withheld from the Management Database pipeline which is shared with Suppliers as detailed above, please indicate by highlighting Yes or if this question does not apply to you then choose N/A \*  If no answer is selected, the contracting authority name will be shared as part of the pipeline. | **Yes** – The **Contracting Authority name** must be withheld from the Management Database pipeline which is shared with Suppliers due to security or confidentiality reasons.  Or  **N/A** | | | | | |
| Customer Call Off Requirements | | | | | | |
| Nature of Service Requirement |  | | | | | |
| Please choose the relevant Lot by highlighting yellow\* | **1** | **2** | **3** | **4** | **5** | **6** |
| Further Competition/Direct Award |  | | | | | |
| Procurement Portal Used and Address Used |  | | | | | |
| Supplier(s) Invited (if known) |  | | | | | |
| TOTAL (Construction) Project Value |  | | | | | |
| Value of Professional Fees (Call Off Contract Value) |  | | | | | |
| Planned Commencement Date |  | | | | | |
| Anticipated completion date (if known) |  | | | | | |
| Select Call Of Contract to be used by highlighting yellow\* | **Contract 4A (NEC)** | | | **Contract 4B** | | |
| Please indicate if this project may require services from any of the other Construction agreements listed opposite.  If yes, please provide some brief detail. | **Construction Products Consumables and Materials** (RM3837) | | |  | | |
| **Modular Building Solutions** (6014) | | |  | | |
| **Construction Works and Associated Services** (RM6088) | | |  | | |

Upon receipt of the completed form you will be provided with a Customer User Agreement Reference Number. This should be quoted in your documentation when in pre-market engagement or placing an order through the framework with your service provider(s). This should also be quoted to CCS when discussing the Call Off in question.

|  |  |
| --- | --- |
| Customer User Agreement - Reference Number | **\*** |

**\*to be completed by Crown Commercial Service**

**Annex B**

**Additional Requirements at Call Off**

**Upon Contracting Authority determining their Call Off requirements, there are a number of additional considerations which Contracting Authorities should be aware off prior to running a further competition or direct award.**

During the Call Off stage, it is the responsibility of the Contracting Authority to decide whether the Call Off is a ‘Deed’ or an Agreement’. This is important to cover any Services required through the framework and also the novation of contract between teams.

Payment terms are to be defined as 30 days as standard. The Contracting Authority is permitted make variation to these terms at Call Off stage in accordance with own internal procedures.

For the avoidance of doubt performance bonds are not contained within the terms of this framework or at Call Off stage.

The Contracting Authority is permitted to amend, where required, the standard period of notice applicable for a Supplier to notify the Contracting Authority of a proposed variation to the project costs. This is set at a default of 8 weeks in the Call Off Contracts.

The Contracting Authority should agree at Call Off stage what the payment Price information needs to reflect guidance, also payment structure to be agreed between Contracting Authority and supplier.

If the Contracting Authority requires a Parent Company Guarantee, it should clearly state when this will apply and what the criteria will be for using this.

The Contracting Authority should be aware that the framework uses ‘aggregates’ in relation to insurance claims. When contracting with a Supplier this can be checked with Suppliers at Call Off stage.