[date] 2017

INSERT LOGO NEXT TO CCS

**[DEPARTMENT NAME**

**1 Dept Road**

**Dept Building**

**Dept Street**

**London PO11 1ST]**

**Email:** [email address@dept.gov.uk]



|  |  |
| --- | --- |
| Dear Supplier, |  |

**LETTER OF INVITATION TO TENDER – [title]**

You are invited by the [insert Contract Authority] (referred to in these documents as “the Client”), to submit a tender for the above project under the Crown Commercial Services (CCS) Project Management & Full Design Team Services (PMFDTS) Framework Agreement.

This Invitation to Tender (ITT) comprises the following volumes of documents:

Volume 1: Instructions to Tenderers

Volume 2: Tender Return

Volume 3: Evaluation Methodology

Volume 4: Scope of Services

Volume 5: The Form of Contract

Please note the following:

1. Please return requested documents according to the dates provided in the Invitation to Tender documents. If you do not wish to submit a tender, please notify both [e mail address@dept.gov.uk] and projectmanagement@crowncommercial.gov.uk within 72 hours of receipt. As part of our quality initiative it would be helpful for us to know your reasons for not tendering.
2. All communication during the competition should be via email at [e mail address@dept.gov.uk]. The Client will aim to respond to any clarification questions within two working days. Should any clarifications be received after [time and date for submission of clarifications] the Client will not guarantee to respond.
3. Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender.
4. The Client reserves the right to disqualify tenders received after the stated deadline.
5. The Client reserves the right not to appoint any Tenderer as a result of this process.
6. Each Tenderer is responsible for all costs associated with the preparation of their tender - the Client bears no responsibility for the costs incurred by any Consultant in the preparation of their tender response, including where no Tenderer is appointed.
7. It is expected that the successful Tenderer will enter into an Agreement with the Client in the form in Volume 5.

Please contact [e mail address@dept.gov.uk] if you have any questions about the tendering procedure.

Please note the arrangements in the enclosed instructions for the provision of further information or clarification of the requirement.

We look forward to your response.

Yours faithfully

[name and position]

**VOLUME 1**

**INSTRUCTIONS TO TENDERERS**

|  |  |
| --- | --- |
| **CCS User Agreement ref:** |  |
| **Issue date** |  |
| **Return deadline** |  |

**Project background**

* [insert details of the Contracting Authority here]. Further information can be found at *[*[*insert*](https://www.gov.uk/government/organisations/education-funding-agency) *organisational website here]*
* You (“Tenderer”) are invited to tender for the provision of professional services in connection with [name of project] under RM3741 - Project Management & Full Design Team Services, administered by Crown Commercial Services
* The TA services are being procured under the following lot [delete as applicable]
  1. Lot 1 – Multi-Disciplinary Services
  2. Lot 2 – Project Management Services
  3. Lot 3 – Architectural Services
  4. Lot 4 - Cost Consultancy Services
  5. Lot 5 - Civil and Structural Engineering Services
  6. Lot 6 - Building Services Engineering ]
* [insert background of project/programme and any other relevant information including location(s), complexity, RIBA stages required, funding allocated, etc]

# The Services

1. The Services are defined within the Contracting Authority Scope, this can be found within volume 4.
2. Tenderers’s personnel will need to be able to attend regular (monthly) meetings at the Clients offices at [insert location]. Other meetings will take place [via conference call] [or insert other location]
3. Tenderers should note that the actual Services required may vary over time. Change will be managed in accordance with the Contract.
4. Tenderers attention is drawn to the proposed Contract which will be based upon Framework Schedule 4A (NEC3 PSC Template Call Off Agreement).
5. Tenderers shall not be permitted to submit any amendments to the proposed Contract, or qualify their bid submissions in any way. If a Tenderer submits any amendments to the proposed Contract, Order Form or qualifies their bid submission in any way, the Client may reject their Tender as a non-compliant bid.
6. Any successful tenderer who seeks to amend the Contract following notification of award may be excluded and the Contracting Authority reserves the right to award a contract to a losing tenderer with the next highest bid.
7. To avoid a conflict of interest the successful Tenderer shall not be permitted to [insert any conditions required here].

**Submission**

1. Tenderers are required to:
   1. complete and answer all of the questions in the Further Competition pro-forma (set out in Volume 2 of this ITT); and
   2. provide a Supplier Payment Proposal (SPP), this being a report setting out the following
      1. your detailed understanding of the Contracting Authority Scope
      2. your proposed approach to the task
      3. your sub-consultants and how they will be managed
      4. your resource plan inclusive of key persons CV’s
      5. your fee proposal including discounts applicable to the maximum rates
   3. hold their tenders open for a minimum period of [120 days]

20. Tenderers should submit their Tenders in response to the ITT in the form of the Further Competition pro-forma.

21. Tenders shall be returned via email to [email address@dept.gov.uk] (maximum file size 10mb) by [time and date] using the subject heading “[title]”.

To ensure a fair and even handed assessment please answer the questions in the Further Competition pro-forma, in the correct order, using the same numbering, and using Arial font no smaller than 11 point fonts. Answers should not exceed the word limits indicated. Any additional information provided (not requested by the Further Competition pro-forma) in excess of the space provided, will be removed prior to evaluation.

22. Any signatures must be made by a person who is authorised to commit the Tenderer to any subsequent Contract that may be entered into.

**Tender Evaluation**

23. Tenders will be evaluated against the evaluation methodology set out at Volume 3.

24 The successful Tender will be selected on the basis of the Most Economically Advantageous Tender (MEAT), in accordance with the evaluation criteria specified below. Further information on evaluation of the Tender is set out in Volume 3 of this ITT.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Compliance Assessment** | |
| 1.Insurance requirements through: | Pass/Fail  [Note – CCS will check for evidence of insurance cover periodically] |
| Third Party Public Liability Insurance cover of £10m |
| Professional Indemnity Insurance cover of £10m (lot 1) / £5m (lot 2-6) |
| Employers Liability Insurance to minimum statutory level |
| 2. Other requirements through: | Pass/Fail |
| Signed and dated Tender Certificate (without caveats/qualifications) |
| Statement confirming conflicts of interest |
| Acceptance of Form of Contract |
| **Qualitative and Quantitative Assessment**  **[adjust % as required]** | |
| 3. Approach to supply chain | 10% |
| 4.Approach to service delivery | 40% |
| 5.Mobiliation and management of personnel in the timescales required | 25% |
| 6. Price | 25% |
|  | **100%** |

25. The Client shall not be bound to accept any Tender received or to award any contract pursuant to this ITT.

**Contract**

26. Any resulting contract will consist of the documents set out in Volume 5. This is based on Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) [with a schedule of amendments attached,  including form of contract for works to be used and any subsequent amendments made to the works contract]. (“Contract”)

**Conditions of Tender**

27. The Client does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

28. Each Tender will be checked initially for compliance with all requirements and instructions of the ITT. Tenders which are not substantially complete or which are non-compliant with any of the instructions set out in any part of the ITT may be rejected. The Client is under no obligation to fully evaluate Tenders before declaring them non-compliant.

29. Where the pricing of a Tender is abnormally low and the Client is not satisfied with the explanation given the Client reserves the right to reject the Tender in accordance with the requirements of the Public Contracts Regulations 2015.

**Confidentiality**

30. Save as provided below, this ITT is confidential and it is a condition of the Tenderers continued involvement in this Tender process that the Tenderer undertakes to keep confidential this ITT and all other information concerning the business and affairs of the Client which the Tenderer has received or obtained in connection with this ITT, or in discussion relating to it.

31. This applies whether information is provided in electronic, written, oral or by any other media.

32. This does not apply to any such information which is in the public domain other than by breach of this obligation or other act or omissions of the Tenderer.

33. Tenderers must not discuss their Tender nor canvass for its acceptance, other than with professional advisers who need to be consulted.

34. In particular, Tenders shall not be canvassed or discussed with any other Tenderers or employees of the Client.

35. If a Tenderer fails to observe its undertakings under paragraph 30 or in any other way, does not treat this ITT as confidential, the Client may (without limitation to any other remedies it may have) reject the Tenderer’s Tender.

**Freedom of Information, Environmental Information Statement and**

**Transparency Agenda**

32. The Client is subject to The Freedom of Information Act 2000 (“Act”), The Environmental Information Regulations 2004 (“EIR”) and Government obligations in respect of transparency in procurement.

33. As part of the Client’s duties under the Act or EIR, it may be required to disclose information concerning the further competition process or the Contract to anyone who makes a request.

34. If the Tenderer considers that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information as being exempt from disclosure under the Act or EIR.

35. The Client will not be held liable for any loss or prejudice caused by the disclosure of information that;

i has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

ii. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

iii. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

36. The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. As part of the transparency agenda, the Government has made certain commitments with regard to procurement and contracting. This includes the requirement to publish all Tender and contract documents for contracts over £10,000 from January 2011. Tenderers should therefore be aware that the Tender documents and the resulting Contract (with appropriate redactions made in accordance with the exemptions under the Act) will be published as part of the Clients’ obligations under the transparency agenda.

37. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Client may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Client during this Procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process

38 Only the Tenderers on the CCS PMFDTS Framework Agreement [insert lot] are permitted participate in this competition.

38. The Client may consult with the Tenderer, should it be successful, to inform its decision regarding any exemptions applicable for redacting parts of the resulting Contract, but Client shall have the final decision in its absolute discretion.

**VOLUME 2**

**FURTHER COMPETITION PRO - FORMA**

**DETAILS OF TENDERER *(Tenderers must complete)***

# Name of Tenderer……………………………………………………

# Contact details:

Name of main Tender contact……………………………………………………

Position……………………………………………………………………………

Address……………………………………………………………………………

Telephone……………………………Mobile……………………………………

Email……………………………………………………………

Name of alternative contact…………………………………………………..

Position………………………………………………………………………………

Address……………………………………………………………………………

Telephone……………………………Mobile…………………………………….

Email……………………………………………………………

**PLEASE ANSWER ALL THE FOLLOWING QUESTIONS**

**If the Tenderer fails to answer a question or part of a question, it shall be awarded 0 marks for that question.**

**Please note that the word/page limits inserted in brackets after each question are not to be exceeded. Responses will be ignored to the extent they exceed the relevant word/page limit, inclusive of attachments.**

**Tenderers must not alter this document in any way.**

1. **Compliance Assessment – PASS/FAIL**
   1. Insurance requirements:
      1. Please provide confirmation that you have the minimum cover, and have supplied PDF copies of insurance documents relating to, in respect of:
         1. Employers liability insurance;
         2. Public liability insurance;
         3. Professional Indemnity insurance.
   2. Tender Certificate
      1. Please provide (a PDF scanned copy) of the signed and dated Tender Certificate (without any caveats and un-authorized amendments).
   3. Conflict of Interest
      1. All Tenderers must provide a statement of how they will deal with any current conflict of interest, or one which may arise during the provision of the services (including conflicts within the supply chain) Conflicts may include where Tenderers are:
         1. [Insert any specific conflicts Contract Authority is concerned about (e.g. construction frameworks)]
   4. Form of Contract
      1. Does the Tenderer accept the Form of Agreement specified in Volume 5, this being based upon Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) inclusive of Client Amendments.
2. **Approach to Supply Chain (10%)**
3. Demonstrate your supply chain (or absence of) and how they will be appointed and managed. The response should cover how you will ensure your supply chain can provide the Contracting Authority Scope to the required quality standards. ***(Maximum 400 words) (10%)***
4. **Approach to Service Delivery (40%)**
5. Demonstrate the approach to be taken in the delivery of the Contracting Authority Scope. The response shall explain how relevant expertise, knowledge, skills, systems, processes and technology will enhance delivery. ***(Maximum 400 words) (10%)***
6. Please confirm the Tenderers key personnel (max 5) in delivering the Contracting Authority Scope including rationale for their appointment. The response should include an organogram, CV’s for those proposed, inclusive of location and grade. ***(Maximum 400 words for narrative as to why these key personnel are being proposed; 1 side A4 for organogram; CVs of up to five key personnel at 1 side A4 per CV) (10%)***
7. Provide a detailed methodology for delivery (split by workplan stages) of the Contracting Authority Scope specified in the ITT and priced under the SPP, particularly drawing on your approach to similar projects. Please include an explanation as to how the location of proposed key personnel will inform the methodology and working arrangements. ***(Maximum 1000 words) (20%)***
8. **Availability and management of personnel in the timescales required (25%)**
9. Demonstrate the approach to mobilisation and management of the required resource to support delivery of the Contracting Authority Scope. Your response should illustrate how this will flex to meet the changing resource demands of the workstages. ***(Maximum 1000 words)(20%)***
10. Provide your approach to providing cover for leave, sickness or staff leaving to ensuring continuity of a quality service to the Client. ***(Maximum 250 words)(5%)***
11. **Price**

Please submit you fees (split by workplan stages) associated with the SPP and the Contracting Authority Scope. This should include confirmation that these include all necessary outputs and deliverables in accordance with the Framework Agreement Schedule 2, Annex A (Schedule of Services. Please confirm any appropriate discounts. ***(Response to be delivered on separate workbook) (25%)***

**TENDER CERTIFICATE**

I/We the undersigned, hereby Tender and offer to provide the Services which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of Tendering for the provision of the Services and upon the terms thereof.

I/we certify that the information supplied is accurate to the best of my/our knowledge and I/we understand that false information could result in the exclusion of my/our Tender.

I/we understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will entitle the Client to cancel any contract currently in force and will result in my/our exclusion from the list of Tenderers invited to Tender and/or exclusion of my/our Tender.

I/we hereby certify that I/we have/will not canvassed any Director, employee, representative or adviser of the Client in connection with the proposed award of the contract by the Client and that no person employed by me/us or acting on my/our behalf, or advising me/us, has/will done any such act.

I/we confirm that save as expressly provided for, the Tenderer undertakes to keep confidential all information concerning is ITT and all other information concerning the business and affairs of the Client which the tender has received or obtained in connection with this ITT, or in discussion relating to it.

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 10 business days of such acceptance (or otherwise as agreed with the Client).

I/We agree that the Client may disclose the Contractor's information/documentation (submitted to the Client during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes

Statement of non-canvassing.

I/we hereby certify that I/we have not canvassed any Minister, Director, employee, representative or adviser of the Client in connection with the proposed award of the Contract by the Client, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any Minister, Director, employee, representative or adviser of the Client in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective Tendering for the Contract is that the Client shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

* + - * 1. communicate to a person other than the Client, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
        2. enter into any agreement or agreements with any other person that they shall refrain from Tendering or as to the amount of any offer submitted by them; or
        3. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

**Conflict Of Interest**

I/we confirm that, based on the information provided in the ITT and in the general public domain I/we would have no conflicts of interest in respect of providing the Services if offered this appointment. [I/We confirm that, should I/we be successful in this further competition, I/ we shall not act for or otherwise advise any Contractor and/or private sector entity on any Capital Project under which the Client directly and/or as part of a supply chain could appoint us.]

I/we agree that the Client may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

I/we confirm that the Tender remains valid for a minimum of six months from the date of this Tender Certificate.

I/we confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed: …………….......................... Witnessed: ………………………………

Name: ………………………….......... Name: …………………………………...

Position: …………….......................... Position: …………………………………

For and on behalf of ***[Tenderer]***

..................................................

**VOLUME 3 EVALUATION METHODOLOGY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1** | **PASS/FAIL QUESTIONS** | | **Pass/Fail** | |
| **Please Note:** The following questions are Pass / Fail, therefore if a Tenderer cannot or is unwilling to answer ‘Yes’, their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Tenderer should confirm by deleting the inappropriate answer. | | | | |
| 1.1 | Has a PDF copy of the **Employers Liability** insurance certificate been submitted to CCS within the last 12 months? | Yes | | No |
| 1.2 | Has a PDF copy of the **Public Liability** insurance certificate been submitted to CCS within the last 12 months? | Yes | | No |
| 1.3 | Has a PDF copy of the **Professional Indemnity** insurance certificate been submitted to CCS within the last 12 months? | Yes | | No |
| 1.4 | Has a **signed and dated** PDF copy of the signed **Tender Certificate** been submitted? | Yes | | No |
| 1.5 | Has a statement on how Conflicts of Interest will be addressed been provided? | Yes | | No |
| 1.6 | Does the tenderer accept the Form of Agreement specified in Volume 4? (Framework Schedule 4A including Client specific amendments) | Yes | | No |

|  |  |  |  |
| --- | --- | --- | --- |
| **2** | **Approach to Supply Chain** | | **Weighting 10%** |
| **Question:** | | | |
| Demonstrate your supply chain (or absence of) and explain how they will be appointed and managed. The response should cover how you will ensure your supply chain can provide the Contracting Authority Scope to the required quality standards. | | | |
| **Maximum 400 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | No information is provided. | |
| 3% | | Information is generic relying on the organisation’s general experience and not tailored to the specifics of the Contracting Authority Scope | |
| 7% | | The Tenderer provides convincing reasons for how its supply chain will be appointed and managed based upon a sound rationale and procurement principles, including fair access for Small and Medium Businesses.  Supplier management in built into the delivery of the services to ensure quality delivery | |
| 10% | | The Tenderer provides comprehensive reasons for how its supply chain will be appointed and managed based upon a sound rationale and solid procurement principles, including fair access for Small and Medium Businesses.  Supplier management in built into the delivery of the services to ensure quality, and to extract added value that is available outside of the tenderers organisation. | |

|  |  |  |  |
| --- | --- | --- | --- |
| **3** | **Approach to Service Delivery** | | **Weighting 10%** |
| **Question:** | | | |
| Please demonstrate how your expertise, knowledge, skills, systems processes and technology will enhance delivery of the Contracting Authority Scope. | | | |
| **Maximum 600 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | No information is provided. | |
| 3% | | Information is generic relying on the organisation’s general experience and not tailored to the specifics of the services required. | |
| 7% | | The Tenderer provides convincing reasons for its appointment and demonstrates application of best practice in the delivery of the Contracting Authority Scope. This is supported by limited examples demonstrating that experience gained from other projects is being applied to the services to add value. | |
| 10% | | The Tenderer provides strong and convincing reasons for its appointment and demonstrates strong application of best practice in the delivery of the Contracting Authority Scope. This is supported by comprehensive examples demonstrating that experience gained from other projects is being applied to the services to add value. | |

|  |  |  |  |
| --- | --- | --- | --- |
| **3** | **Approach to Service Delivery 2** | | **Weighting 10%** |
| **Question:** | | | |
| Please confirm the Tenderers key personnel (max 5) proposed to deliver the Contracting Authority Scope including rationale for their appointment. The response should include an organogram, CV’s for those proposed, inclusive of location and grade. | | | |
| **Maximum 400 words, 1 side A4 Organisation Chart, 5 CV’s 1 side A4 each** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | The Tenderer provides no information or the personnel whose details are provided or approach are not suitable. | |
| 3% | | The Tenderer provides details of only some suitably qualified key personnel and / or only example CV’s of the type of staff; or an insufficient narrative or organogram is provided. | |
| 7% | | As 10% but there is some concern with at least one of the key personnel or roles or the narrative and / or organogram is not fully clear or appropriate. | |
| 10% | | The Tenderer provides details of suitably qualified key personnel with roles to be fulfilled identified having very relevant expertise for the type of Services required. Key personnel’s office locations are stated. A clear and appropriate narrative and resourced organogram is provided. | |

|  |  |  |  |
| --- | --- | --- | --- |
| **3** | **Approach to Service Delivery 3** | | **Weighting 20%** |
| **Question:** | | | |
| Provide a detailed methodology for delivery (split by workplan stages) of the Contracting Authority Scope specified in the ITT and priced under the SPP, particularly drawing on your approach to similar projects. Please include an explanation as to how the location of proposed key personnel will inform the methodology and working arrangements. | | | |
| **Maximum 1000 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | No information is provided. | |
| 5% | | Information is generic and does not provide sufficient evidence of understanding the Services needed. | |
| 7% | | As 20% with more than two minor concerns or omissions or a more significant concern or omission. | |
| 10% | | As 20% with one or two minor concerns or omissions. | |
| 20% | | The Tenderer provides comprehensive and convincing evidence of the methodology (split by workplan stage) to deliver all of the required Services, and appropriately draws on their approach to similar projects and the Success Criteria. Includes a strong explanation as to how the location of proposed key personnel will inform the methodology and working arrangements including in regard to working with the Client. | |

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| **4** | **Mobilisation and Management of Personnel** | | **Weighting 20%** |
| **Question:** | | | |
| Demonstrate the approach to mobilisation and management of the required resource to support delivery of the Contracting Authority Scope. Your response should illustrate how this will flex to meet the changing resource demands of the workstages | | | |
| **Maximum 1000 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | No information is provided. | |
| 5% | | The Tenderer only partly demonstrates adequate staffing but not throughout the commission with little or no explanation of how it would provide the flexibility to deal with the peaks or changes of the requirements under this appointment. Provides limited information on existing commitments of staff. | |
| 10% | | As 20% with more than two minor concerns or omissions or a more significant concern or omission. | |
| 15% | | As 20% with one or two minor concerns or omissions. | |
| 20% | | The Tenderer provides good convincing explanations as to its ability to provide continually suitably qualified and capable staff to meet demanding timescales and comprehensive details of how it will deal with instructions being given by the Client and with peaks in the demand or changes in the Services requirements and an immediate engagement. The staffing levels appear reasonable at all levels. Provides information on existing commitments of staff. | |

|  |  |  |  |
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| **4** | **Mobilisation and Management of Personnel 2** | | **Weighting 5%** |
| **Question:** | | | |
| Provide your approach to providing cover for leave, sickness or staff leaving to ensuring continuity of a quality service to the Client. | | | |
| **Maximum 250 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
| 0% | | No information is provided or inadequate. | |
| 1% | | The Tenderer provides very little detail other than generic. It is not clear how the Service needs will be met. | |
| 3% | | The Tenderer provides a reasonable approach with a clear indication of how the Service quality will be maintained. | |
| 5% | | The Tenderer provides a detailed and comprehensive proposal on how it will monitor and manage this arrangement with a clear indication of how the Service quality will be maintained. | |

|  |  |  |
| --- | --- | --- |
| **5** | **PRICE** | **Weighting 25%** |
| **Guidance:** | | |
| [Please insert guidance to the question that will help Potential Providers understand exactly what they are pricing for, (i.e. is it a fixed price for a set piece of work, an hourly rate, a day rate, etc.)]  All prices shall be in GBP and exclusive of VAT. | | |
| **Question:** | | |
| Please submit you fees (split by workplan stages) associated with the SPP and the Contracting Authority Scope. This should include confirmation that these include all necessary outputs and deliverables in accordance with the Framework Agreement Schedule 2, Annex A (Schedule of Services. Please confirm any appropriate discounts. | | |
|  | | |
| **Marking Scheme:** | | |
| The maximum mark available for Price will be  15% for fixed fees.  5% for day rates.  This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.  The calculation that will be used to determine marks is as follows:  Score = Lowest Tender Price     x  [X] (maximum mark available)  Tender Price  [Customers should note that this is only one example of how price can be marked. Customers should determine the most appropriate pricing marking scheme based on their specific requirement. If using this pricing mechanism, there is a template evaluation spreadsheet included within the Customer Guidance.] | | |

**VOLUME 4**

**The Services including the Contracting Authority Scope**

**VOLUME 5**

**THE FORM OF CONTRACT**

We propose to use Framework Schedule 4 A (NEC3 PSC Template Call Off Agreement) with a schedule of amendments, as attached. Please confirm acceptance of the proposed form of agreement as part of your tender submissions.

*Contracting Authorites include any amendments at their own risk and may wish to take legal advice.*

*Contracting Authorities should be aware that the Form of Agreement includes the following which may be required.*

* *Template Collateral Warranty on favour of a Beneficiary*
* *Template Deed of Guarantee*

**Date..................................**

**FORM OF AGREEMENT**

**Incorporating the NEC3 Professional Services Contract April 2013**

**Between**

**.......................................................................................................................................**

**And**

**.......................................................................................................................................**

**For the provision of**

**……………………………………………………………………………………………………………………………………**

**THIS AGREEMENT [BY DEED] is made the [..................] day of [.......................]**

(Delete ‘By Deed’ where the contract is to have a limitation period of only 6 years, rather than 12. If the contract is to have a limitation period of 12 years, then it must be executed as a deed)

**PARTIES:**

1. **[CONTRACTING AUTHORITY NAME]** **[**[which is a company registered in **[ ]**under company number **[ ]**and whose registered office is at] [whose offices are located at] [ADDRESS] **OR [**acting as part of the Crown] (the "***Employer***"); and

2. **[FRAMEWORK SUPPLIER NAME]** which is a company incorporated in and in accordance with the laws of **[ ]** (Company No. **[ ]** whose registered office address is at **[ ]**(the "***Consultant***").

**BACKGROUND**

1. The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for project management and full design team services for the benefit of public sector bodies.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated *[insert date of framework agreement with the Consultant* (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. [On the *[insert date of issue of tender]* the *Employer*[, acting as part of the Crown,] [and in the Framework Agreement is identified as a “Contracting Authority”] invited the *Consultant* along with other framework suppliers to tender for the *Employer’s* project management and full design team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).]1
4. [On the *[insert date of tender response]* the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.][[1]](#footnote-2)
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

This Call Off Contract is the entire agreement between the parties in relation to the *services* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

Neither party has been given, nor entered into this agreement in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

Nothing in clauses 3 or 4 shall exclude liability in respect of misrepresentations made fraudulently.

The Contract Schedules are:

1. [TUPE Schedules]
2. [Template collateral warranty in favour of a beneficiary]
3. [Template Deed of Guarantee]
4. [Security Policy]
5. [*Employer’s* Code of Conduct]

[Other details to be inserted here]

[**Execution note**

Appropriate execution provisions will need to be inserted here depending upon whether the Call Off Contract is to be executed as a deed (meaning the contract will have a limitation period of 12 years) or a simple contract under hand (meaning that the contract will have a limitation period of only 6 years) and how each entity intends to effect the execution. Example execution clauses are set out below and customer guidance concerning the options can be obtained from Crown Commercial Service. Contracting Authorities will need to check with the relevant company as to which option is required.]

**[General note**

Access to the NEC suite of contracts, including guidance and membership details can be found via the NEC Website: https://www.neccontract.com/

Additionally, Crown Commercial Service has worked together with NEC to provide discounted access to the suite of contracts . Further information can be found on the Project Management and Full Design Team Services Framework Agreement Webpage:

http://ccs-agreements.cabinetoffice.gov.uk/project-management-and-full-design-team-services-rm3741

Contracting Authorities are able to select the most appropriate W, X, Y and Z clauses and include additional Z clauses that meet their requirement.]

**Example execution clauses:**

(Note: the following signature blocks need to be adapted to reflect the specific requirements of the relevant parties who are executing the Call Off Contract as a Deed. The following is an example only)

**Executed under hand**

[Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF COMPANY]

...............................

[SIGNATURE OF DIRECTOR]

Director

**OR**

**Executed as a deed**

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED (but not delivered

until the date hereof)

AS A DEED by

[ ]

acting by: -

Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director/Secretary\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED (but not delivered

until the date hereof)

AS A DEED by

[ ]

acting by:-

Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by affixing

the common seal of [ ]

[COMMON SEAL]

in the presence of:

.................................................

[SIGNATURE OF DIRECTOR / SIGNATURE OF AUTHORISED SIGNATORY]

Director

..................................................

[SIGNATURE OF DIRECTOR/SECRETARY]

[Director OR Secretary]

**OR**

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by

[ ]

acting by [NAME OF DIRECTOR], a director, in the presence of:

…………………………

[SIGNATURE OF DIRECTOR]

Director

.............................

[SIGNATURE OF WITNESS]

[NAME OF WITNESS [IN BLOCK CAPITALS]]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

**Professional Services Contract**

**Contract Data**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Part one – Data provided by the *Employer* | | | | |
| 1 General | * The *conditions of contract* are the core clauses and the clauses for main Option [A, C, E], dispute resolution Option [W1 or W2] and secondary Options [X1, X2, X3, X4, X5, X6, X7, X8, X9, X10, X11, X12, X18, X20, Y(UK)1, Y(UK)2], Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013). | | | |
|  | * The *Employer* is *[ insert name and address of contracting authority ]* | | | |
|  | * The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicator*s published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement. *[Replace with Chartered Institute of Arbitrators for non-engineering services]* | | | |
|  | * The *services* are [….]. | | | |
|  | * The Scope is in [schedule [ ] of the Framework Agreement….]. | | | |
|  | * The *language of this contract* is English. * *The* *law of the contract* is the law of England and Wales [and the Courts of England and Wales shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts]. * The *period for reply* is [two weeks]. *[If periods other than 2 weeks are required for certain communications, identify them here and add “all other communications … 2 weeks”]* * The *period for retention* is [6/12] years following Completion or earlier termination.   (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years) | | | |
|  | * The *Adjudicator nominating body* is the *[Institution of Civil Engineers]* *[Chartered Institute of Arbitrators]* *[other nominating body]* * The *tribunal* is [litigation] or [arbitration] | | | |
|  | * The following matters will be included in the Risk Register   [….]. | | | |
| 2 The Parties' main responsibilities | * The *Employer* provides access to the following persons, places and things * access to *access date* * [….] [….] * [….] [….] * [….] [….] | | | |
| 3 Time | * *The starting date* is [….]. * The *Consultant* submits revised programmes at intervals no longer than [one month]. | | | |
| 4 Quality | * The quality policy statement and quality plan are provided within [….] weeks of the Contract Date. * The *d*e*fects date* is [….] weeks after Completion of the whole of the *services.* | | | |
| 5 Payment | * The *assessment interval* is [………] * The *currency of this contract* is the pound sterling (£). * The *interest rate* is, [3% per annum above the Bank of England base rate in force from time to time.] | | | |
| 8 Indemnity, insurance and liability | * The amounts of insurance and the periods for which the *Consultant* maintains insurance are | | | |
|  | **event** | **cover** | | **Period** |
| failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | £[10,000,000][5,000,000] in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate  (£10m for Lot 1, £5m for other Lots) | | from the *starting date* until 6/12 years following completion of the whole of the *services* or earlier termination  (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years) |
|  | death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | As required under Framework Schedule 14 (Annex 1 - Part A) | | from the *starting date* until all notified Defects have been corrected or earlier termination |
|  | death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | As required under Framework Schedule 14 (Annex 1 - Part C) | | from the *starting date* until all notified Defects have been corrected or earlier termination |
| *[Include if applicable]* | * The *Consultant* provides these additional insurances   Insurance against [….]  Cover is [….]  Period of cover [….]   * Deductibles are [….] | | | |
| *[Include if applicable]* | * The *Employer* provides the following insurances   Insurance against [….]  Cover is [….]  Period of cover [….]  Deductibles are [….] | | | |
|  | * *The* *Consultant*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £[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.) | | | |
| Optional Statements |  | | | |
| *[Include if the Employer has decided the completion date]* | **If the *Employer* has decided the *completion date* for the whole of the *services***   * The *completion date* for the whole of the *services* is [….].   **If no programme is identified in part two of the Contract Data**   * The *Consultant* is to submit a first programme for acceptance within [….] weeks of the Contract Date. | | | |
| *[Include if applicable]* | **If the *Employer* has identified work which is to meet a *stated condition* by a *key date***   * The *key dates* and *conditions* to be met are | | | |
| * *condition to be met* * 1 [….] * 2 [….] * 3 [….] | | * *key date* * [….] * [….] * [….] | |
|  | **If the period in which payments are made is not three weeks and Y(UK)2 is not used**   * The period within which payments are made is [ ] | | | |
|  | **If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due**   * The period for payment is [ ] | | | |
|  | **If the *Employer* states any *expenses***   * The *expenses* stated by the *Employer* are   Item Amount  […………….] [……………..]  […………….] [……………..] | | | |
|  | **If the *tribunal* is arbitration**   * The *arbitration procedure* is the London Court of International Arbitration Rules; * The number of arbitrators shall be [one/three] * The place where arbitration is to be held is [London] * The language to be used in the arbitration proceedings shall be English * If the parties cannot agree the identity of the arbitrator then the nominating body shall be: [Institution of Civil Engineers] OR [Chartered Institute of Arbitrators] | | | |
|  | **If Option A is used:**   * The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than [….] weeks. | | | |
|  | **If Option C or E is used:**   * The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than [….] weeks. * The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date. | | | |
| *[Include if Option C chosen]* | **If Option C is used:**   * The *Consultant’s* share percentages and *the share ranges* are  |  |  | | --- | --- | | *share range* | *Consultant’s share percentage* | | less than [….] % | [….] % | | from [….] % to [….] % | [….] % | | from [….] % to [….] % | [….] % | | greater than [….] % | [….] % | | | | |
| Option X1  *[include if used]* | **If Option X1 is used**   * The *index* is [the Consumer Price Index (CPI) - as published by the Office for National Statistics]. **OR** [Retail Prices Index] **OR** [other index] | | | |
| Option X2 | **If Option X2 is used**   * *The* *law of the project* is the law of England and Wales. | | | |
| Option X3  *[Include if used]* | **If Option X3 is used**   * The *Employer* will pay for the items or activities listed below in the currencies stated  |  |  |  | | --- | --- | --- | | items and activities | other currency | total maximum payment in the currency | | 1 [….] | [….] | [….] | | 2 [….] | [….] | [….] | | 3 [….] | [….] | [….] |  * The *exchange rates* are those published in [….] on [….] (date) | | | |
| Option X5  *[Include if used]* | **If Option X5 is used**   * *The* *completion* date for each *section* of the *services* is  |  |  |  | | --- | --- | --- | | *section* | description | *completion date* | | 1 | [….] | [….] | | 2 | [….] | [….] | | 3 | [….] | [….] | | | | |
| Option X6  *[Include if X5 and X6 used together]* | **If Options X5 and X6 are used together**   * The bonuses for each *section* of the *services* are:  |  |  |  | | --- | --- | --- | | s*ection* | description | amount per day | | 1 | [….] | [….] | | 2 | [….] | [….] | | 3 | [….] | [….] | |  | Remainder of the *services* | [….] | | | | |
| Option X7  *[Include if X5 and X7 used together]* | **If Options X5 and X7 are used together**   * Delay damages for each *section* of the *services* are  |  |  |  | | --- | --- | --- | | s*ection* | description | amount per day | | 1 | [….] | [….] | | 2 | [….] | [….] | | 3 | [….] | [….] | |  | Remainder of the *services* | [….] | | | | |
| Option X6  *[Include if used and X5 is not used]* | **If Option X6 is used (but not if Option X5 is also used)**   * The bonus for the whole of the *services* is [….] per day. | | | |
| Option X7  *[use only with main Options A, C and E]* | **If Option X7 is used (whether or not Option X5 is also used)**   * Delay damages for Completion of the whole of the *services* are [….] per day. | | | |
| Option X8  *[Include if used]* | **If Option X8 is used**   * The *collateral warranty agreements* are in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of  |  | | --- | | third party | | [….] | | [….] | | [….] | | [….] |  * The *subconsultant collateral warranties* are in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of the *Employer* and  |  | | --- | | third party | | [….] | | [….] | | [….] | | [….] | | | | |
| Option X10  *[Include if used]* | **If Option X10 is used**   * The *Employer’s Agent* is * Name [….] * Address [….]   The authority of the *Employer’s Agent* is [….] | | | |
| Option X12  *[Include if used]* | **If Option X12 is used**   * The *Client* is [ ]. *[insert name and address]* | | | |
|  | * The *Client’s objective* is [….]. | | | |
|  | * The Partnering Information is in [….]. | | | |
| Option X18  *[Include if used]* | **If Option X18 is used**   * The *Consultant’s* liability to the *Employer* for indirect or consequential loss is limited to [….].   The *Consultant’s* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to £[10],000,000 [for each and every claim][in the aggregate]  (If this Option X18 is used, the entry here should be aligned to the Consultant’s total liability under this Call Off Contract which is set out above in this Contract Data under ‘Insurance and Liability’. Please seek legal advice on the level of limitation to include.)   * The *end of liability* date is [6]/[12] years after Completion of the whole of the *services*.   (If the Call Off Contract is executed as a deed, then select 12 years. If the Call Off Contract is signed as a simple contract then select 6 years) | | | |
| Option X20  *[Include if used; not used with Option X12]* | **If Option X20 is used (but not if Option X12 is also used)**   * *The* *incentive schedule* for Key Performance Indicators is in [….]. * A report of performance against each Key Performance Indicator is provided at intervals of [….] months. * Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule.* | | | |
| Option Y(UK)1 | **If Option Y(UK)1 is used and the Employer is to pay any charges made and is paid any interest paid by the project bank**   * The *Employer* is to pay any charges made and is paid any interest paid by the *project bank* | | | |
| Option Y(UK)3  *Option YUK(3) gives the third parties listed the right to rely on terms of the contract which confer a benefit on them. If it is being used, list the relevant contract conditions and Z clauses under the term heading and the relevant third party under ‘person or organisation’. If Y(UK)1 and Y(UK)3 are being used, see below for the relevant contract data entry* | * **If Option Y(UK)3 is used**  |  |  | | --- | --- | | **term** | **person or organisation** | | [list conditions and Z clauses] | [insert name] | | | | |
|  | * **If Options Y(UK)1 and Y(UK)3 are being used**  |  |  | | --- | --- | | **term** | **person or organization** | | The provisions of Option Y(UK)1 | Named Suppliers | | | | |
| Option Z | * The *additional conditions of contract* are clauses Z1 to Z48 set out with this contract save for:   *[list any Z clauses which do not apply to a particular call off contract]* | | | |

|  |  |
| --- | --- |
| Contract Data relating to Z clauses |  |
| Clause Z19 | **Employer’s Limitation of Liability**   * The limit of the Employer’s liability is £[ ] |
| Clause Z26 | **Termination and omission of work**  If Clause Z26 applies   * the Collaborative Performance Framework is: [ ] * the *failure level* is [ ] |
| Clause Z35 | **Collateral Warranty Agreements**  If Clause Z355 applies   * the *Consultant* provides *collateral warranty agreements* in favour of [ ]. * the Consultant procures *collateral warranty agreements* from the following Subconsultants:   [ ] in favour of the following parties [ ]  (Note that this Z Clause needs to be read in conjunction with Option X8: Collateral Warranty Agreements) |
| Clause Z37 | **MOD Additional Clauses and Access to MOD Sites**  Where Clause Z37 applies, the Ministry of Defence terms and conditions are listed in the MOD DEFCONS and DEFFORMS Schedule appended to this Contract  (Where this is to apply, append a schedule to this Call Off Contract listing out the DEFCONs and DEFFORMs that are to apply) |
| Clause Z39 | **Financial Distress**  If Clause Z39 applies  The *credit ratings* at the Contract Date and the rating agencies issuing them are   |  |  |  | | --- | --- | --- | | party | rating agency | *credit rating* | | *[Consultant]* | [ ] | [ ] | | [Consortium Member] | [ ] | [ ] | | [*Guarantor*] | [ ] | [ ] | |
| Clause Z42 | **Off Shoring of Data**  **The Risk Assessment** is a full risk assessment and security review carried out by the *Employer* in accordance with [HMG Security Policy Framework (SPF) including HMG IA Standard No. 1 - Technical Risk Assessment, October 2009, Issue No: 3.51 and ICT Offshoring (International Sourcing) Guidance dated July 2011] or any later revision or replacement.] |
| Clause Z45 | **Apprenticeships**  The percentage of the *Consultant’s* employees require to be on formal apprenticeship programmes is ……………………………. % |
| Clause Z48 | **Building Information Modelling**  (Note this template Call Off Contract contains basic drafting for use on a project using BIM Level 2. The template drafting will need further adaption for a project using BIM Level 3 and the Employer should therefore seek legal advice to incorporate such provisions)  ABIM Protocol[applies and is appended as a Schedule to this Call Off Contract][does not apply]  If a BIM Protocol does not apply:   * The **BIM Information Manager** is [the person identified as the BIM Information Manager OR having responsibility for managing and maintaining the Project’s building information model, as identified] in [the BIM Information Requirements OR appended as a Schedule to this Call Off Contract.]; * The **BIM Information Requirements** are set out in [the (insert document reference)] document appended as a Schedule to this Call Off Contract; * The **BIM Model Production and Delivery Table** is the building information model production and delivery table appended as a Schedule to this Call Off Contract;   [The Supplier shall act as the **BIM Information Manager**] |

|  |
| --- |
|  |

|  |  |
| --- | --- |
| Part two – Data provided by the *Consultant* | |
| 1 Statements given in all contracts | * The *Consultant* is   Name ………………………………….  Address …………………………………. |
|  | * The *key people* are * Name [ ] * Job [ ] * Responsibilities [ ] * Experience [ ] * *[repeat as necessary]* |
|  | * The *staff rates* are: * Name/job title Rate * [ ] [ ] * [ ] [ ] * [ ] [ ] |
|  | * The following matters will be included in the Risk Register   …………………………………. |
| Optional statements | **If the *Consultant* is to decide the *completion date* for the whole of the *services***  The *completion date* for the whole of the *services* is [… .] |
|  | **If the programme is to be identified in the Contract Data**   * The programme identified in the Contract Data is …………………………………. |
| *Include where expenses are being stated by the Consultant* | **If the *Consultant* states any *expenses***   * The *expenses* stated by the *Consultant* are  |  |  | | --- | --- | | **item** | **amount** | | [ ] | [ ] | |
| *[Include if the Consultant requires additional access]* | **If the *Consultant* requires additional access**  The *Employer* provides access to the following persons, places and things  access to *access date*  ………………………………….…………………………………. |
|  | **If Option A or C is used**   * The *activity schedule* is …………………………………. * The tendered total of the Prices is ................................................... |
|  | **If Option Y(UK)1 is used** |
|  | * The *project bank* is …………………………………. * The *named suppliers* are …………………………………. |

1. Delete paragraphs (C) and (D) if appointment is made by direct award under the Call Off Procedure [↑](#footnote-ref-2)