PROPOSED AMENDMENTS TO MODEL FORMS FOR UNDERLYING CONTRACT

GC/WORKS/5
(1999)
GC/WORKS/5
GENERAL CONDITIONS
FOR THE APPOINTMENT
OF SERVICE PROVIDERS:
FRAMEWORK AGREEMENT
MODEL FORMS (1999)-

DRAFT PROPOSALS FOR LSC

LSCFRAME/ISSUE1
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GUIDANCE NOTES ON THE MODEL FORMS

MODEL FORM 1 - MEMORANDUM OF AGREEMENT

Model Form 1 is the means by which the Contracting Authority and the Service Provider enter into the contract as a deed.

MODEL FORM 2 - APPOINTMENT PARTICULARS

Model Form 2 is completed by the Contracting Authority at the start of the tendering process. Please refer to Schedule 1 of the Framework Agreement for Consultant Agreements (Building Projects). The Appointment Particulars provide the service Providers with the following information which is provided for guidance and should include project specific and Contracting Authority specific requirements:

- the Contracting Authority's details;
- the duration of the Appointment;
- the anticipated maximum value of one individual order under the contract;
- the Contracting authorities insurance Requirements;
- the details of the proposed adjudicator and substitute adjudicator;
- whether a Parent Company Guarantee is required;
- whether the Contracting Authority intends to retain the right to assign the Appointment;
- the minimum period after which the Service Provider may terminate the Appointment together with the period of notice required;
- a description of the Services that the Service Provider may be required to undertake during the life of the Appointment in response to any Order;
- details of how the tender will be evaluated;
- details of the various documents which comprise the tender package.

MODEL FORM 3 - TENDER PARTICULARS AND FORM OF TENDER

Model Form 3 is used by the Service Provider to submit his tender for the Appointment to the underlying Contract. The first part of the form "Instructions to Tenderers' provides the service Provider with information on the following:

- The mechanism for seeking clarification during the tender period as selected from Schedule 2 of the Framework Agreement for Consultancy Agreement (Building Project);
- Site access and Site Information;
- Contracting Authority's specific rights not to accept any tender;
- Validity period;
- Format for submission of tender;
- Fee format.

The second part of the form "Service Providers Offer is completed by the Service Provider and is the means by which the Service Provider submits relevant information in accordance with the Appointment Particulars, Tender Particulars and in accordance with the Framework Agreement for Consultancy Agreement (Building Project) and the service Providers Tender rates in accordance with the Framework Agreement Lot ? - ? Services. ? Region

MODEL FORM 4 – ORDER TO UNDERTAKE SERVICES

Model Form 4 is used by the Contractor Authority to place an Order with the Service Provider against the appointment. The following information must be included:

- Details of Contracting Authorities Representative in relation to the Order;
- Details of the Project.
• Anticipated Cost limit
• Details of the Services to be provided by the Service Provider
• Confirmation of the fee percentage and amount.

MODEL FORM 5 - ADJUDICATORS' APPOINTMENT

Model Form 5 is a standard document used to appoint the adjudicator and substitute adjudicator. Both appointments are made jointly by the Contracting Authority and the Service Provider.

MODEL FORM 6 - FORM OF SUB- CONSULTANT WARRANTY (If Required)

Model Form 6 is a standard document which enables the Contracting Authority to obtain a collateral warranty in favour of the Contracting Authority from the Service Provider's sub-consultants.

MODEL FORM 7 - FORM OF PARENT COMPANY GUARANTEE (If Required)

Model Form 7 is a standard document which enables the Contracting Authority to obtain a parent company guarantee from the Service Provider's ultimate holding company.

MODEL FORM 8 - CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE COVER (Note Certificate of Insurance can be provide as evidence of insurance in lieu of Model Form 8).

Model Form 8 is a standard form which is completed either by the Service Provider's insurance company or their insurance broker. Once completed, it provides the Contracting Authority with details of the Service Provider's Professional Indemnity Insurance cover. Copies of Certificates may also be obtained in lieu of Model Form.

MODEL FORM 9 - CERTIFICATE OF CONTRACTING AUTHORITYS AND PUBLIC LIABILITY INSURANCE COVER (Note Certificate of Insurance can be provide as evidence of insurance in lieu of Model Form 9)

Like Model Form 8, Model Form 9 is a standard form which is completed either by the Service Provider's insurance company or their insurance broker. Once completed, it provides the Contracting Authority with details of the Service Provider's Contracting Authoritys and Public Liability Insurance cover. Copies of Certificates may also be obtained in lieu of Model Form.

MODEL FORM 10 - CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE COVER, SUB- CONSULTANTS AND MODEL FORM 11 - CERTIFICATE OF CONTRACTING AUTHORITYS AND PUBLIC LIABILITY INSURANCE COVER, SUB- CONSULTANTS (Note Certificate of Insurance can be provide as evidence of insurance in lieu of Model Form 10)

Model Form's 10 and 11 are the sub-consultant equivalents of Model Forms 8 and 9. Copies of Certificates may also be obtained in lieu of Model Form.
MODEL FORM 1

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made the day of

Between

[insert Details]

(“the Contracting Authority”)

And

[insert Details]

(“the Service Provider”)

WHEREAS

the Contracting Authority wishes to appoint the Service Provider to carry out the services as described in the Appointment Particulars clause 2.9 and the Framework Agreement for Consultancy Services (Building Projects) Lot ?, ? Services. (General area in which the Service Provider may be required to provide Services in accordance with any Order) in connection with Framework Agreement Works.

[insert description]

(“the Project”)

and more particularly in relation to the Works (“The Works”) referred to in clause 4. 3 (Brief description of the Works) of the Order to Undertake Services, to be carried out in accordance with Orders issued in accordance with the Order to Undertake Services.

NOW IT IS HEREBY AGREED as follows:-

The Contracting Authority agrees to engage the Service Provider and the Service Provider agrees to perform the Services in accordance with the General Conditions of Appointment, Framework Agreement and other documents listed in clause 2.13 (Documents and other information) of the Appointment Particulars.

The Contracting Authority shall pay the Service Provider for such Services and duties in accordance with the Service Provider’s Offer and Condition 1.39 (Payment).

EXECUTED AS A DEED

IN WITNESS whereof the parties hereto have executed this Document as a Deed and is intended to be and is delivered on the date first above written.

CONTRACTING AUTHORITY

The Corporate Seal of For use when Contracting Authority is using a seal

(The Contracting Authority)
is hereunto affixed and authenticated by:-

Signature

(Authorised Official)

Executed and delivered as a Deed by the Contracting Authority
(For use when Contracting Authority is not using a seal)

Signature

(Authorised Official)

Signature

(Authorised Official)

SERVICE PROVIDER

The Common Seal of

(The Service Provider)

was hereunto affixed in the presence of:-

Signature

(Director)

Signature

(Company Secretary or Director)
(The Service Provider)

acting:-

Signature

(Director)
Signature

(Company Secretary or Director)

Executed and delivered as a Deed by:- For use when Executed by individuals

(The Service Provider)

Signature

(Partner)

Signature

(Partner)

In the presence of:-

Witness:

Signature Name:
Address:
Occupation:
MODEL FORM 2
APPOINTMENT PARTICULARS

Project Particulars

2.1 The Contracting Authority

(1) "The Contracting Authority" under the terms of this Appointment is [insert Contracting Authority's details including full address].

(2) The Contracting Authority's representative for all matters relating to this Appointment shall be [insert the details of the Contracting Authority's representative including address, telephone and facsimile number].

2.2 The period which the Contracting Authority will be permitted to place an Order under the terms of this Appointment

For a period of [insert number] years dated from the Commencement Date.

2.3 Maximum Value

(1) The anticipated maximum value of any one individual Order is £ [insert number].

(2) The anticipated maximum value of fees payable is £ [insert number].

2.4 Insurance particulars

(1) Insurance cover required in accordance with Condition 1.16 (Insurance). For each and every claim a sum not less than £ [insert amount].

(2) The Service Provider is/ is not* required to complete the enclosed* Certificate of Professional Indemnity Insurance* and Certificate of Contracting Authority's and Public Liability insurance* and return them with them with their tender.

(3) Where the Service Provider intends to employ Sub-consultants the Service Provider is/ is not required to have completed the enclosed Certificate of Professional Indemnity Insurance Cover for Sub-Service Providers* and return it with their tender.

2.5 Name of adjudicator

For the purpose of Condition 1.52 (Adjudication) the adjudicator is [insert adjudicator's details] and the substitute adjudicator is [insert substitute adjudicator's details].

2.6 Requirement for parent company guarantee

A parent company guarantee will/ will not* be required.

2.7 Assignment by the Contracting Authority

(1) The right of the Contracting Authority to assign in accordance with Condition 1.54 (Assignment) will/ will not* be applicable to the Service Provider's Services under this Commission.

(2) From the date of completion of the Project the applicable period referred to in Condition 1.54 (Assignment) will be [insert number of years (if applicable)].

2.8 Termination by Service Provider - Notice Periods

(1) The minimum period of time after which the Service Provider may terminate the Appointment in accordance with Condition 1.50A (Termination of Appointment by Service Provider) shall be [insert period].
GC/WKS5 – MODEL FORMS FOR APPOINTMENT OF SERVICE PROVIDERS TO FRAMEWORK

(2) The minimum period of notice by which the Service Provider may terminate the Appointment, in accordance with Condition 1.50A (Termination of Appointment by Service Provider) shall be [insert period].

Description of Services

2.9 General area in which the Service Provider may be required to provide Services in accordance with any Order

[Insert details]

Tender Submission Details

2.10 Quality/Price submission

Tender submissions shall be judged on both quality and price
The maximum quality score will be [insert details]%
The maximum price score will be [insert details] %

( Guidance Note - This should include the agreed scoring for the mini competition. Delete this guidance statement in tender documents )

2.11 Particulars to accompany the quality submission (if applicable)

Particulars relating to the following criteria will be required from the Tendering Service Providers to form part of the quality submission:

[ Completion guidance note This will need to be defined for each individual project but should include such items listed below but is not limited to items listed below: Delete this guidance statement in tender documents]

Key project personnel
Name and curriculum vitae of the Partner or Director of the Service Provider* Qualifications and relevant experience of staff* Understanding of project brief*
Communication skills*

Project execution
Programme, method and approach* Management and control procedures* Resources to be applied* Environmental, health and safety matters*
Other

[insert details of any further particulars required]

2.12 Documents and other information

The tender documents will comprise of the following:

b. Appointment Particulars
c. Tender Particulars and Form of Tender
d. Framework Agreement for Consultant Agreement( Building Projects)
e. insert details of other documents applicable to this commission

* Delete as applicable
MODEL FORM 3
TENDER PARTICULARS AND FORM OF TENDER (To be completed by Contracting Authority to suit their specific requirements)

Instructions to Tenderers

3.1 Clarifications during the tender preparation period

If tenderers require answers to queries raised during the tender period, they must be in a typed format and submitted with a covering letter or as a facsimile. Answers to an individual query will be forwarded to all tenderers in writing.

3.2 Confidentiality
Each party:
(1) Shall treat as confidential all information obtained from the other party under or in connection with the tender;
(2) Shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and
(3) Shall not use any of that information otherwise than for the purpose of tender analysis.

3.3 Site visits
Tenderers shall only visit sites with the prior consent of the Contracting Authority.

3.4 Tender acceptance
The Contracting Authority does not undertake to accept any tender submitted.

3.5 Tender validity period
Tenders are to remain open for acceptance for a period of 90 working days beyond the submission date.

3.6 Format of tender documents
Tender documents are to be submitted unaltered and completed in black ink. Telephoned, telexed, and faxed tenders will not be accepted.

3.7 Extension of tender period
Any request for an extension of the period for tendering must be received at least seven working days before the due date for return, but no undertaking can be given that an extension will be granted.

3.8 Expenses and losses
The Contracting Authority will not be responsible for, or pay any expenses or losses which may be incurred by any tenderer in preparing its tender.

3.9 Time and date of submission
Tenders are to be returned on the time and date in accordance with the letter of invitation. Late, telephone or faxed tenders will not be accepted.

3.10 Place of submission
Tenders are to be returned in accordance with the letter of invitation. 3.11 Labeling of submission
(1) Tenders are to be submitted in sealed envelopes bearing only the tender return label enclosed in the letter of invitation and must not have on the envelope any other identification mark.
(2) Where tenders are required to be submitted in two parts i.e. Part A - Quality submission and Part B - Price submission then each part must be contained in a separate envelope labeled either PART A or PART B accordingly.

3.11 VAT to be excluded

The Service Provider's Offer including expenses, percentages and rates detailed in this Document must be exclusive of Value Added Tax which, if applicable, shall be paid by the Contracting Authority to the Service Provider as detailed in Condition 1.45 (VAT). Any values utilised for the purposes of determining fees hereunder shall for those purposes of determining fees be taken exclusive of any Value Added Tax payable thereon or relating thereto.

3.12 The Service Provider's offer

The intention of the Contracting Authority entering into this Framework Agreement with the Service Provider is to have the facility to instruct the Service Provider to undertake, at short notice, a wide range of Services, some, but not all of which, are referred to in Condition 1.9 (Services to be undertaken by the Service Provider). In order to accommodate these varying Services which the Service Provider may be instructed to perform, the Service Provider shall submit in the Service Provider's Offer the fees it will require covering the various Services as Indicated. In addition, the Service Provider shall also submit the time charges it will require for use when the Contracting Authority considers that basis of remuneration to be more appropriate for the type of Service which the Service Provider is required to perform.

3.13 Period during which the fee included by the Service Provider in its Offer shall remain firm

The lump sums or percentages quoted by the Service Provider in the Service Provider's Offer shall remain firm and shall apply to the whole period of this Appointment. Hourly rates quoted by the Service Provider shall remain firm and shall apply to the whole of the Service Provider's Services undertaken in connection with any Order issued by the Contracting Authority provided the Order was issued not later than twelve months from the Commencement Date of this Appointment.

The hourly rates for Services in connection with any Order issued during the following and any subsequent twelve monthly period shall be updated by a percentage which equates to the increase in the Retail Price Index applicable at the commencement of the period.

3.14 Payment for variations

Payments for variations will be calculated in accordance with Condition 1.46 (Payment for changed Services and variations)

3.15 Time charge rates

The time charge rates provided shall be those rates declared as submitted in the Memorandum of agreement for the LSC framework agreement. Lot ?; ? Services.

3.16 Relationship of fees to work stages

Irrespective of the basis of the fee to be paid to the Service Provider, the Service Provider is to provide the Schedule of fees in its offer in accordance with those fees and works stages as submitted in the Memorandum of Agreement for the LSC framework agreement. Lot ?; ? Services.
Service Provider's Offer

FORM OF TENDER

Reference:

3.17 Service Provider’s Offer

This offer is to be completed by the Service Provider in accordance with the requirements and instructions detailed within GC/Works/5 General Conditions for the Appointment of Service Providers: Framework Agreement (1999), the Appointment Particulars, the framework Agreement for consultancy Agreement (Building Projects), Lot ?; ? Services and the Tender Particulars.

To: [insert name of Contracting Authority]

We refer to the Contracting Authority's letter dated [insert date] inviting us to submit an offer to provide the Services identified in the Appointment Particulars clause 2.9 (General area in which the Service Provider may be required to provide Services) and in accordance with the documents listed in the invitation to tender letter.

We confirm that we are prepared to provide the Services in accordance with the said documents herein referred to and in accordance with the Schedule of fees clause 3.26 (Schedule of fees):-

(1) If our Offer is accepted by you in writing then an agreement by us is thereby effected and we shall enter into the Memorandum of Agreement included within the Contracting Authority's letter of [insert date] within 7 days of being requested to do so, or if not so requested, such Memorandum shall be deemed to have been entered into by both of us.

(2) We agree that we will not disclose to any person other than the person to whom this Offer is addressed the amount or approximate amount of our Offer except where such disclosure is necessary to obtain insurance premium quotations required for the preparation of the Offer.

Signed:

Name in capital letters: [insert name]

On behalf of: [insert name of Service Provider’s firm] Position: [insert details]
Address: [insert address]
Date: [insert date]

3.18 Schedule of fees

(1) Where in this schedule there are alternative fee basis provisions, it shall be at the Contracting Authority's option to specify whether the Service Provider is to submit a lump-sum or a percentage fee in accordance with those fees provided for the LSC Framework Agreement. Lot?; ? Services

STATE accepted Fee basis Minimum fee required by Service Provider in respect of this Appointment. £ [insert value] or fee breakdown

NOTE: The fees quoted by the Service Provider in the case of Project Managers, Design Professionals, Quantity Surveyors and CDMC's in the LSC framework will be applied to the total cost of the Works shown below. In the case of Structural Engineers or Services Engineers, the fee quoted will be applied only to the cost of the work for which they will be responsible, the "total cost of the Works" shown below then only being indicative of the total size of the Project.
ORDER TO UNDERTAKE SERVICES

This list is given for guidance only and should be modified to suit scope and project

Project Particulars

4.1 Contracting Authority’s Representative

The Contracting Authority’s representative for all matters relating to this Order shall be [insert the details of the Contracting Authority’s representative including address, telephone and facsimile number]

4.2 Name and brief description of the Project

(1) Project Title: [insert title]
(2) Brief description of the Project:

[insert details]

4.3 Brief description of the Works for which the Service Provider is to be responsible. [insert details of the construction and/or engineering work]

4.4 Project and Order number

(1) The number allocated to this Project is: [insert Project number]
(2) The number allocated to this Order is: [insert Order number]

4.5 Location

The location of the Works in respect of this Order is: [insert details of the Works location (building name, address etc)]

4.6 Anticipated cost/cost limit for the Order

The anticipated cost limit for the Project is:

[insert details]

4.7 Target dates

Completion of Stage 1 Services [insert dates]
Completion of Stage 2 Services [insert dates]
Completion of Stage 3 Services [insert dates]
Completion of Stage 4 Services [insert dates]
Completion of Stage 5 Services [insert dates]

Proposed Date for Commencement of the Works [insert dates]
Proposed Date for Completion of the Works [insert dates]

4.8 Details of any phasing

It is anticipated that the Project will be split into the following phases:

Phase [insert details of any phasing] Date for Commencement [insert commencement dates] Date for Completion [insert completion dates]
4.9 Project subject to a BREEAM assessment

The Project will not be subject to a BREEAM assessment.

4.10 Proposed Works Contract

The proposed form of Works Contract is:

(Insert details of the proposed form of Works Contract (if known)

**Where this clause indicates a proposed form of Works Contract this is indicative only and the Contracting Authority reserves the right, at any time, to choose an alternative form of contract.

Description of Services

4.11 Services to be undertaken by the Service Provider


(2) The following services listed in the Annexes will not be applicable to the services to be performed by the Service Provider.

[insert details of any services which are not required]

(3) The Service Provider shall provide the following additional Services together with the Services listed in the Annex

[insert details of any additional services]

4.12 Service Provider’s relationship In undertaking the services detailed in clause 4.11 (Services to be undertaken by the Service Provider), the Service Provider will

[either]

be acting as a Sole Service Provider (see Condition 1.55 (Appointment of a Sole Service Provider)) or

will be expected to co-operate with other Service Providers directly appointed by the Contracting Authority for this Project (see Condition 1.59 (Direct appointment of other Service Providers)). In addition to undertaking the Services applicable to its own discipline, the Service Provider shall also not undertake the role of the Project Manager/Lead Service Provider for this Project. (See Condition 1.9A (Appointment of a Project Manager/Lead Service Provider).

4.13 Other Service Providers who may be commissioned by the Contracting Authority
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Where clause 4.12 (Service Provider’s relationship) states that the Service Provider will be expected to cooperate with other Service Providers, the other Service Providers to be appointed and the names of those Service Providers (if known) are as follows:-

[insert the details of the disciplines to be appointed (e.g. Quantity Surveyor) together with the name of the Service Providers appointed if known at this stage]

4.14 Appointment of Sub- Consultants

The Service Provider may/may not* recommend the appointment of sub-consultants should it be considered advantageous (See Condition 1.57 (Sub-consultants))

4.15 Basis of the Service Provider’s fee for Services under this Order

See Condition 1.38(6) (Submission/Calculation of fees). The fees should be in accordance with those fees provided for the LSC Framework Agreement : Lot?: ? Services

[Insert details of the basis of the fee for Services under this Order and the method used to assess that fee].

4.16 Calculation of the Service Provider’s fee

Where the fee calculation referred to in clause 4.16 (Basis of the Service Provider’s fee for Services under this Order) is to be based either in whole or in part on the cost of the Works either in accordance with Condition 1.38(4) (Submission/calculation of fees) or Condition 1.48 (Cost of the Works - Contractor not appointed), the Works* for the purpose of that calculation shall be as defined below:

[either]

the Works for the purpose of fee calculation shall be the whole of the Works included in the Project*

the Works for the purpose of fee calculation shall be only that part of the Works as defined below: [insert details of the relevant parts of the Works]*

4.17 Site inspection staff

(1) It is not intended that the Service Provider should appoint site inspection staff and the Contracting Authority will rely on the Service Provider’s own inspection of the Works undertaken as part of its professional Services to be performed under the terms of this Appointment.*

(2) In addition to the Service Provider’s own inspection of the Works undertaken as part of these professional Services, the Service Provider is to appoint * full time/part time site inspection staff.*

4.18 Documents and other information

The documents and other information which accompany the Order to undertake professional Services comprise the following:

[insert detail of all documents and information applicable to this Order, e.g. the Order]. 4.20
The Order

ORDER TO UNDERTAKE SERVICES

Contracting Authority's address

Tel No
Facsimile

THIS ORDER IS NUMBER AND IS GIVEN TO YOU UNDER THE FRAMEWORK AGREEMENT IDENTIFIED BELOW:

In accordance with the Framework Agreement, the Commencement Date of which was the ........ I now instruct you to undertake the Services identified in clause 4.11 (Services to be Undertaken by the Service Provider) and in accordance with the further documents enclosed which are listed in clause ?

(Documents and other information).

Should you require any further information or have any queries regarding the matters referred to in this Order, please contact the person identified in clause 4.1 (Contracting Authority's representative).

Please acknowledge receipt of this Order by completing and returning the attached Acknowledgement (clause 4.20 (Acknowledgement of Order)).

Signed
Name (Capitals)
On behalf of
("the Contracting Authority")

Acknowledgement of Order

The form of the acknowledgement of the Order shall be as follows:

(To be sent under cover of a letter to the person identified in clause 4.1 (Contracting Authority's representative) immediately following receipt of the Order).

To Date 20

PROVISION OF PROFESSIONAL SERVICES IN ACCORDANCE WITH GC/WORKS/6 GENERAL CONDITIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS: FRAMEWORK AGREEMENT (1999)

Date 20
We acknowledge receipt of your Order Ref dated 20
and we agree to proceed forthwith with the Services identified in the documents attached to your Order.

Our staff who will be involved in undertaking these Services will be:

<table>
<thead>
<tr>
<th>NAME</th>
<th>QUALIFICATION</th>
<th>HOW TO CONTACT</th>
</tr>
</thead>
</table>

*(Partner/Director in charge)*

Signed
Date
On behalf of
(The Service Provider)

Address

Note: Details of the professional experience of those listed above should be attached to this Acknowledgement of Order.

Notes: *(Delete as applicable).*
MODEL FORM 5

ADJUDICATOR’S APPOINTMENT

Adjudicator’s Appointment (Condition 1. 52 Adjudication)

THIS AGREEMENT is made the day of

BETWEEN:

(1)

of

(the Contracting Authority, which term shall include its successors and assignees); and

(2)

[of OR [whose registered office is at] (the Service Provider); and

(3)

of

(the Adjudicator).

WHEREAS:

(a) The Contracting Authority has entered into a contract dated (the Appointment)

with the Service Provider for the execution of certain Services, and a copy of the Appointment

has been supplied to the Adjudicator.

(b) The Adjudicator has agreed to act as [adjudicator] OR [named substitute adjudicator] in

accordance with the Appointment.

NOW THIS DEED WITNESSETH as follows:

1 The Adjudicator shall, as and when required, act as [adjudicator] OR [named substitute

adjudicator] in accordance with the Appointment, except when unable so to act because of facts

or circumstances beyond its reasonable control.

2 The Adjudicator confirms that he is independent of the Contracting Authority and the Service

Provider, under the Appointment, and undertakes to use reasonable endeavours to remain so.

He shall exercise his task in an impartial manner. He shall promptly inform the Contracting

Authority and the Service Provider of any facts or circumstances which may cause him to cease

to be so independent.

3 As a condition Precedent to his appointment, the Adjudicator shall notify the Contracting

Authority and the Service Provider that he will comply with Condition 1. 52 (Adjudication) of the

Appointment and its time limits.

4 The Adjudicator shall be entitled to take independent legal and other professional advice as

reasonably necessary in connection with the performance of his duties as adjudicator. The

reasonable net cost to the Adjudicator of such advice shall constitute expenses recoverable by

the Adjudicator under this Agreement.

5 Any information concerning the Appointment obtained either by the Adjudicator or any person

advising or aiding him is confidential, and shall not be used or disclosed by the Adjudicator or

any such person except for the purposes of this Agreement.
6 The Contracting Authority and the Service Provider shall pay the Adjudicator fees, expenses and other sums (if any) in accordance with the Appointment and the Schedule, plus applicable Value Added Tax.

7 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator, unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

8 The proper law of this Agreement shall be the same as that of the Contract. Where the proper law of this Agreement is Scots law, the parties prorogue the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS whereof the Contracting Authority, the Contractor and the Adjudicator have executed this Deed in triplicate on the date first stated above.

SCHEDULE

Adjudicator's Fees, Expenses, etc..

[Note: Where the proper law of the above document is Scots law, the format will be subject to alteration to reflect the requirements of Scots law in relation to the execution of a document.]
MODEL FORM 6

FORM OF SUB-CONSULTANT TO SERVICE PROVIDER WARRANTY

THIS AGREEMENT made the day of

BETWEEN (the Contracting Authority') and (the Sub-consultant to Service Provider ')

WHEREAS

The Contracting Authority has appointed

(the Service Provider') to undertake Professional Services as in connection with

(the Project')

The Service Provider has requested (and the Contracting Authority has approved) that it be allowed to use the Services of the Sub-Consultant to assist in carrying out the professional Services, duties and obligations in accordance with the terms of its Appointment and has appointed the Sub-consultant in connection therewith.

The Service Provider has accepted full responsibility for the Services undertaken by the Sub-consultant and for the payment of its Fees.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. That in consideration of the Contracting Authority paying the sum of one pound, receipt of which the Sub-Service Provider hereby acknowledges:-

2. The Sub-consultant undertakes to the Contracting Authority that it will carry out such Services and duties as may be entrusted to it by the Service Provider in a manner which will not prejudice the successful completion of the Project and shall ensure that, in connection with those duties and Services, no materials are specified which are at the time accepted as being deleterious.

3. The Sub-consultant undertakes to the Contracting Authority that it will exercise reasonable skill, care and diligence in:-
   - the design of the Works included in the Project insofar as those Works have been or will be designed by the Sub-consultant.
   - the selection of materials and goods to be incorporated in the Project insofar as such materials and goods have been or will be selected by the Sub-consultant.
   - the carrying out of any duties or Services or in the supervision of any works or in implementing any action necessary to ensure the satisfactory completion of the Project insofar as those duties, Services or supervision are to be undertaken by the Sub-consultant.

4. The Sub-consultant agrees that, in the event of the Service Provider's commission being determined by the Contracting Authority, the Contracting Authority may, at its sole discretion, by written notice, directly commission the Sub-consultant to complete any work for which it was responsible under its Agreement with the Service Provider and, if the Contracting Authority shall serve such notice, then the Contracting Authority accepts responsibility for the payment of any Fees for Services so directly commissioned and at a rate to be agreed between the parties.

5. In the event of the Contracting Authority exercising the option referred to in 4 above, then the copyright of all drawings, specifications, photographs, survey reports and other documents produced by the Sub-consultant for this Project either before or after the determination of the Service Provider's Commission as referred to in 4 above, shall be the property of and vest in the Contracting Authority who reserves the right to reproduce such drawings or other
documents or to execute, or to have executed, Works in accordance with such drawings or other documents as may be required by the Contracting Authority.

6. Without prejudice to the Sub-consultant's liabilities under this Agreement, the Sub-consultant shall take out and maintain throughout the period from the date of commencement of its Services in connection with the Project until the expiration of [insert number of years] years (*see footnote) from the date of completion of the Project, Professional Indemnity Insurance in respect of the Sub-Service Provider's business generally with insurers or underwriters of repute provided that such insurance is generally available to members of the Sub-consultant's profession at commercial rates which insurance, in respect of each and every claim, shall not be for a lesser sum than [[insert amount] (**see footnote) and without any limit being placed on the number of claims.

7. The Sub-consultant shall, whenever required by the Contracting Authority, produce a certificate signed by or on behalf of the Sub-consultant's Insurers or Broker stating that insurance complying with this Condition is in force, and the period during which it remains valid. In addition, the Contracting Authority may at any time require the Service Provider to send the relevant policy to the Contracting Authority for inspection.

8. In the event that the Sub-consultant shall at any time fail to take out and maintain such insurance, the Contracting Authority may take out and maintain such insurance in accordance with this clause and the Sub-consultant shall pay to the Contracting Authority the amount of all costs and expenses incurred by the Contracting Authority in so doing.

EXECUTED AS A DEED

IN WITNESS whereof the parties hereto have executed this Document as a Deed and is intended to be and is delivered on the date first above written.

CONTRACTING AUTHORITY

The Corporate Seal

For use when Contracting Authority is using a seal
(The Contracting Authority)

is hereunto affixed and authenticated by:-

Signature
(Authorised Official)

Executed and delivered as a Deed by the Contracting Authority
For use when Contracting Authority is not using a seal

Signature

Signature

SUB-CONSULTANT

The Common Seal of

For use when Company is using a seal
(The Sub-consultant)

Was hereunto affixed in the presence of:-

Signature
(Director)
Signature
(Company Secretary or Director)

Executed and delivered as a Deed by:-  For use when Company is not using a seal
(The Sub-consultant)

Acting:-

Signature
(Director)

Signature
(Company Secretary or Director)

Executed and delivered as a Deed by:-
For use when Executed by individuals
(The Sub-consultant)

Signature
(Partner)

Signature
(Partner)

In the presence of:-
Witness:

Signature

Name Address

Occupation

*Note 1: The Period inserted shall be that which applies to the Service Provider's Agreement with the Contracting Authority or such lesser period as the Contracting Authority shall approve.

**Note 2: The amount to be inserted shall be the sum shown in the Appointment Particulars or such lesser amount as the Contracting Authority shall approve.
MODEL FORM 7

FORM OF PARENT COMPANY GUARANTEE

THIS AGREEMENT is made the day of

BETWEEN

(1)
[of]
OR [whose registered office is at]
(the Guarantor*); and

(2)
of

(the Contracting Authority, which term shall include its successors and assignees).

WHEREAS by an Agreement (the Appointment*) dated

and made between the Contracting Authority of the one part and

(the Service Provider*) of the other part, the Service Provider is to provide certain services (the
Services') in accordance with the terms and conditions of the Appointment.

NOW THIS DEED WITNESSETH as follows:

1. The Guarantor hereby absolutely irrevocably and unconditionally guarantees to the Contracting Authority the due and punctual performance by the Service Provider of all the obligations on the part of the Service Provider under or pursuant to the Appointment (the Terms*) and (as a separate stipulation and as primary obligor) agrees that if the Service Provider shall in any respect commit any breach of or fail to fulfil any of the Terms, then the Guarantor will forthwith perform and fulfill in place of the Service Provider each and every Term in respect of which the Service Provider has defaulted or which is unfulfilled by the Service Provider. The Guarantor shall be liable to the Contracting Authority for all losses, damages, expenses, liabilities, claims, costs or proceedings which the Contracting Authority may suffer or incur by reason of the said failure or breach.

2. The Guarantor shall be, and continue to be, liable under this Agreement even if the Appointment is or becomes for any reason not binding on, or unenforceable against, the Service Provider, for any reason whatsoever. No alterations in the Appointment, or in the Services, and no extension of time, forbearance or forgiveness, nor any act, matter or thing whatsoever except an express release by the Contracting Authority, shall in any way release or reduce any liability of the Guarantor hereunder. References to the Appointment in this Agreement shall include all amendments, variations and additions to it, whether made before or after the date hereof.

3. This Guarantee shall remain in full force and effect until performance in full of the Terms, notwithstanding:

(a) the insolvency or liquidation of the Service Provider, the Guarantor or any other person;
(b) any disclaimer of the Appointment by a liquidator of the Service Provider; and/or any
feature of the Appointment, the negotiations prior to the Service Provider and the
Contracting Authority entering into the Appointment, or the performance of the
Appointment, making it ineffective or unenforceable.

4. Until the Terms have been unconditionally and irrevocably performed in full the Guarantor shall not by virtue of any performance or payment made by it or otherwise:

(a) be subrogated to any rights, security or moneys held or received or receivable by the
Contracting Authority; or
(b) be entitled to exercise any right of contribution from any co-surety in respect of such
performance and liabilities under any other guarantee, security or agreement; or
exercise any right of set-off or counterclaim against the Service Provider or any such co-surety; or

receive, claim or have the benefit of any payment, distribution, security or indemnity from the Service Provider or any such co-surety; or

unless so directed by the Contracting Authority (when the Guarantor will prove, and turn over any realisations to the Contracting Authority, in accordance with such directions) claim as a creditor of the Service Provider or any such co-surety in competition with the Contracting Authority.

5. No delay or omission of the Contracting Authority in exercising any right, power or privilege hereunder shall impair such right, power or privilege or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Contracting Authority herein provided are cumulative and not exclusive of any rights or remedies provided by law.

6. A waiver given or consent granted by the Contracting Authority under this Guarantee will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

7. (a) If at any time any one or more of the provisions of this Guarantee is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

(b) As a separate and alternative stipulation the Guarantor unconditionally and irrevocably agrees that any sum expressed to be payable by it or obligation to be performed by it under this Guarantee but which is for any reason (whether or not now existing and whether or not now known or becoming known to the Guarantor) not recoverable from or enforceable against the Guarantor on the basis of a guarantee shall nevertheless be recoverable from or enforceable against the Guarantor as if the Guarantor were the sole principal debtor or obligor (where relevant).

8. Any notice, demand or other communication to be served under this Guarantee may be served upon either party hereto only by posting by first class post or delivering the same by telex or facsimile transmission to the party to be served at its address, or telex or facsimile number shown below:

Address: Address:
Telex: Telex:
Fax: Fax:

Or at such other address or number as it may from time to time notify in writing to the other party.

9. A notice or demand served by first class post shall be deemed duly served on the second business day after the date of posting and a notice or demand sent by telex or facsimile transmission shall be deemed to have been served at the time of transmission unless served after 5.00 p.m. in the place of intended receipt in which case it will be deemed served at 9.00 a.m. on the following business day. For the purposes of this clause 'business day' means a day on which commercial banks are open for business in London.

10. In proving service of any notice it will be sufficient to prove, in the case of a letter, that such letter was properly stamped or franked first class, addressed and placed in the post and, in the case of telex or facsimile transmission, that such telex or facsimile was duly transmitted on a business day to a current telex or facsimile number of the addressee at the address referred to above.

11. The Contracting Authority shall be entitled to assign or transfer all or any of the Contracting Authority's rights under this Guarantee without consent of the Guarantor.
12. The proper law of this Guarantee shall be the same as that of the Appointment. Where the proper law of this Guarantee is Scots law, the parties prorogue the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS whereof the Guarantor has executed this Deed on the date first stated above.

[NOTE: Where the proper law of the above document is Scots law, the format will be subject to alteration to reflect the requirements of Scots law in relation to the execution of a document.]
MODEL FORM 8
CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE COVER

Name of the Service Provider
[insert name]

Address
[insert address]

I/We* the Insurers/Brokers* hereby certify that the above named Service Provider’s are currently insured for the period ending on the [insert date]

I/We* also certify that cover under the policy is provided up to a limit for each and every claim of [insert amount] without any limit being placed on the number of claims.

The amount of any excess carried by the insured on each and every claim is [insert amount]. Insurer Name [insert name]

(to be completed if the Certificate is signed by the Broker)

Type of Professional Services covered by the policy:- [insert policy details]

Signed on behalf
of the Insurer/Broker

*Delete as applicable
MODEL FORM 9
CERTIFICATE OF CONTRACTING AUTHORITIES AND PUBLIC LIABILITY INSURANCE

Name of the Service Provider
[insert name]

Address
[insert address]

I/We* the Insurers/Brokers* hereby certify that the above named Service Provider is currently insured for the period ending on the as follows:

CONTRACTING AUTHORITIES LIABILITY

Unlimited in amount/limited* to [insert amount] for each and every claim and without any limit being placed on the number of claims.

PUBLIC LIABILITY

(a) An Indemnity in respect of legal liability arising from death of bodily injury sustained by any person and:

(b) Loss of damage to any property:

Arising out of the Service Providers Services performed in accordance with the Service Providers Commission.

Cover under this Policy is provided up to a limit for each and every claim of without any limit being placed on the number of claims.

Signed on behalf of the Insurer/Broker

Note: Any qualification or clarification to the above should be attached to this Certificate.

*Delete as applicable
MODEL FORM 10
CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE COVER
FOR SUB-CONSULTANTS

Name of the Sub-consultant

Address

I/We* the Insurers/Brokers* hereby certify that the above named Service Provider's are currently insured for the period ending on the

[insert date]

I/We* also certify that cover under the policy is provided up to a limit for each and every claim of

[insert sum] without any limit being placed on the number of claims

The amount of any excess carried by the insured on each and every claim is [insert amount] Insurer (to be completed if the Certificate is signed by the Broker)

Type of Professional Services covered by the policy:- [insert details of the policy type]

Signed on behalf
of the Insurer/Broker

*Delete as applicable
MODEL FORM 11
CERTIFICATE OF CONTRACTING AUTHORITIES AND PUBLIC LIABILITY INSURANCE COVER SUB-CONSULTANTS

Name of the Sub-consultant
[insert name]

Address
[insert address]

I/We* the Insurers/Brokers* hereby certify that the above named Service Provider is currently insured for the period ending on the as follows:

CONTRACTING AUTHORITIES LIABILITY

Unlimited in amount/limited* to £ [insert amount] for each and every claim and without any limit being placed on the number of claims.

PUBLIC LIABILITY

(a) An Indemnity in respect of legal liability arising from death of bodily injury sustained by any person and;
(b) Loss of damage to any property:

(i) Arising out of the Service Providers Services performed in accordance with the Service Providers Commission.

(ii) Cover under this Policy is provided up to a limit for each and every claim of without any limit being placed on the number of claims.

Signed on behalf
of the Insurer/Broker

Date [insert date]

Name [insert name]

Name of Insurer/Broker [insert name]

Address [insert address]

Tel No

Note: Any qualification or clarification to the above should be attached to this Certificate. *Delete as applicable