

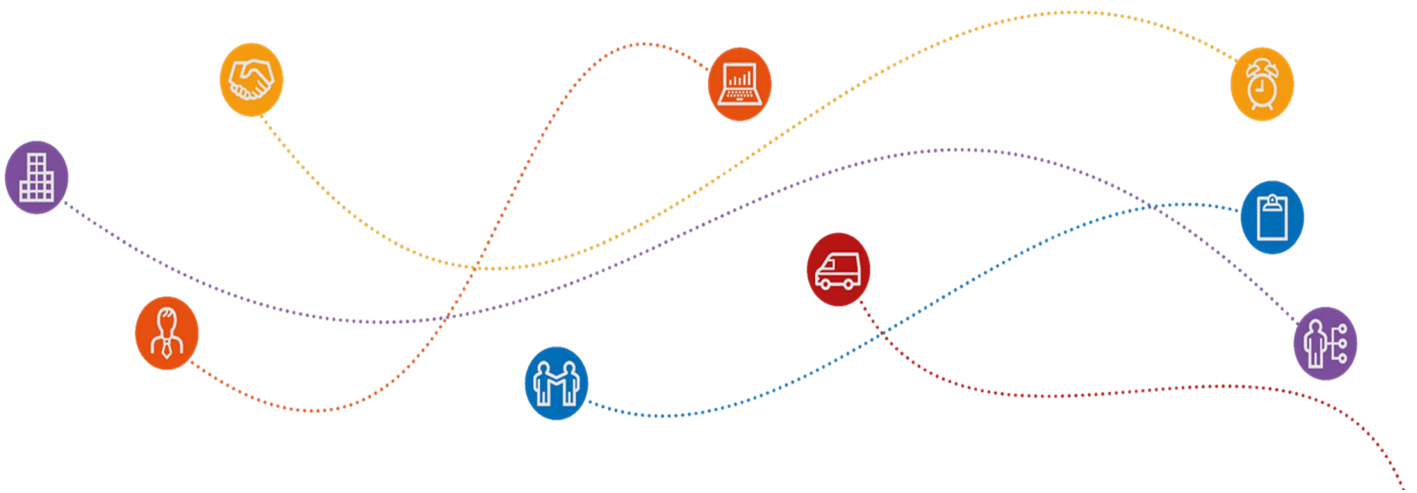


Crown  
Commercial  
Service

# Modular Building Solutions

Framework Agreement - RM6014

Additional Client Guidance & Ordering Procedure



Framework Reference Number RM6014

Version 7

Period of Framework agreement 2 April 2019 to 1 April 2023

For clarity the following parties shall be referred to as:

Client:	Crown Commercial Services
Additional Client:	Customer (Yourself as the procuring organisation)
Supplier Alliance Member:	Awarded suppliers of RM6014 MBS Framework

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# 1. INTRODUCTION

## 1.1 Purpose of Additional Client Guidance Document and Ordering Procedures Document

1.1.1 Crown Commercial Service (CCS) have developed this guidance to assist the Additional Clients through each stage of their procurement of Modular Building Solutions using the Modular Buildings Framework Alliance Contract ('Framework Alliance Contract') utilising FAC-1.

## 1.2 What is FAC-1

1.2.1 FAC-1 is the Framework Alliance Contract. It is a multi-party overarching agreement between any number of framework alliance members, providing a clear basis for:

- award of individual contracts forming part of an agreed framework programme;
- common alliance objectives, success measures , targets and incentives;
- a timetable for stages in the framework programme and shared alliance activities;
- Joint commitment of alliance members to work beyond the scope of individual project contracts in seeking to achieve improved value.

1.2.2 FAC-1 is designed for use with any underlying contract form (e.g. NEC, JCT and PPC). It is based on successful frameworks and alliances. It is also suitable for alliances that integrate professional services and supplies, and can be used with any form of consultant appointment or supply chain agreement.

Alliance Members are required to purchase their own copies of FAC-1 for £35 by emailing [office@acarchitects.co.uk](mailto:office@acarchitects.co.uk) and referencing the discount CCSFAC252018 so as to become fully familiar with its terms.

1.2.3 FAC-1 features:

- an alliance manager to integrate the alliance, monitor performance and support joint activities;
- links to building information modelling and strategic asset management;
- a shared over-arching brief among all alliance members, with separate confidential agreement of each alliance member's prices and proposals;
- provision to bring in additional clients and other additional alliance members under a standard form joining agreement;
- a core group to review new proposals and agree on dispute resolution;
- a separate schedule for the legal requirements of any country and for special contract terms

### 1.3 What can you get through the Framework Alliance Contract?

1.3.1 The Framework Alliance Contract is designed to provide public sector organisations with a simplified means of sourcing Modular Building Solutions for a variety of projects; the outline options (known as 'Lots') are:

- **Lot 1 - Purchase of Education related Modular Buildings:** A Supplier Alliance Member in Lot 1 shall provide for the purchase of the supply, design, delivery and construction/installation of a range of Modular Buildings for education purposes.
- **Lot 2 - Purchase of Healthcare related Modular Buildings:** A Supplier Alliance Member in Lot 2 Member shall provide for the purchase of the supply, design, delivery and construction/installation of a range of Modular Buildings for healthcare purposes.
- **Lot 3 - Hire of Education related Modular Buildings:** A Supplier Alliance Member in Lot 3 shall provide for hire the supply, design, delivery, construction/installation and maintenance of a range of Modular Buildings for educational purposes.
- **Lot 4 - Hire of Healthcare related Modular Buildings:** A Supplier Alliance Member in lot 4 shall provide for hire the supply, design, delivery, construction/installation and maintenance of a range of Modular Buildings for healthcare purposes.
- **Lot 5 - Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost up to £750k or hire cost up to £150k:** A Supplier Alliance Member in Lot 5 shall provide for purchase or hire the supply, design, delivery, construction/installation and maintenance of a range of non-educational and non-healthcare Modular Buildings of a capital cost up to £750k or hire cost up to £150k.
- **Lot 6 - Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost from £750k to £3.5m or hire cost from £150k to £700k:** A Supplier Alliance Member in Lot 6 shall provide for purchase or hire the supply, design, delivery, construction/installation and maintenance of a range of non-educational and non-healthcare Modular Buildings of a capital cost from £750k to £3.5m or hire cost from £150k to £700k.
- **Lot 7 - Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost greater than £3.5m or hire cost greater than £700k:** The Supplier Alliance Member shall provide for purchase or hire the supply, design, delivery, construction/installation and maintenance of a range of non-educational and non-healthcare Modular Buildings of a capital cost of greater than £3.5m or hire cost greater than £700k.

More detail on the services available can be found on page 6 or can be viewed on the following link: <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6014>

### 1.3.2 CPV CODES

The common procurement vocabulary (CPV) establishes a single classification system for public procurement aimed at standardising the references to describe procurement contracts.

Figure 1: CPV Codes

CPV CODE	DESCRIPTION	CPV CODE	DESCRIPTION
45214310	Vocational college construction work	44211000	Modular and portable buildings
44211110	Cabins	44211100	Modular and portable buildings
44211300	Field hospital	45000000	Construction work
71221000	Architectural services for buildings	44211200	Cubicles
45214200	Construction work for school buildings	45214000	Construction work for buildings relating to education and research
45214320	Technical college construction work	45210000	Building construction work
44211400	Field kitchens	45214230	Special school construction work
45214210	Primary school construction work	45100000	Site preparation work
45214220	Secondary school construction work		

## 1.4 Who can access this Framework Alliance Contract?

### 1.4.1 Central Government Departments

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

### 1.4.2 Devolved Administrations

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

### 1.4.3 Wider Public Sector

This Framework Alliance Contract can also be used by other UK public sector organisations including (but not limited to):

- Local Government;
- Health Sector (NHS);
- Nuclear;
- Public Corporations;
- Third Sector (Charities);
- Fire & Rescue Services;
- Police Forces;
- Further and Higher Education;
- Education Sector.

Please see below the link to the OJEU notice for all contracting authorities that can access RM6014 framework agreement:

<https://www.contractsfinder.service.gov.uk/Notice/c3f94491-074f-4765-9877-8da5ebe8ec32>

Please see below the link to the Contract Award Notice OJEU notice for RM6014 framework agreement:

<https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:190498-2019:TEXT:EN:HTML>

For further information on access please email: [info@crowcommercial.gov.uk](mailto:info@crowcommercial.gov.uk)

### 1.5 Framework Alliance Contract duration

- 1.5.1 The Framework Alliance Contract is for a duration of four years commencing 2 April 2019 (expiry is 1 April 2023). There is no option to extend the Framework Alliance Contract by any additional periods.

### 1.6 Why Choose CCS

- **Free, fast and simple to use**
- **Free:** No charge to Additional Clients to use the Framework Alliance Contract
- **Fast:** The Framework Alliance Contract provides a streamlined route for all Additional Clients to access a comprehensive range of external Supplier Alliance Members through further competition (competitive award procedure) or direct award. The further competition process is estimated to take around 4 weeks, depending on the size, scale and complexity of the requirement.
- **Simple Project Contract Terms:** Additional Clients can use any of the following forms of contract (explained in paragraph 3.6):
  - NEC
  - JCT
  - PPC 2000
  - TAC-1
- CCS can support and advise you on the benefits of each approach.
- **Flexible:** The Framework Alliance Contract has been designed to cater for a wide range of Additional Clients. The lot structures and ability to tailor Competitive Awards will ensure this supports Additional Client own delivery considerations such as SME's and social value.

### 1.6.1 Value for money

- **Standard prices:** Maximum framework prices are fixed for the first two years of the Framework Alliance Contract and may be further reduced by Supplier Alliance Members when making a direct award and/or carrying out a Competitive Award.
- **Savings:** The delivery of savings is embedded into the pricing models through competitive rates and continuous improvement measures to drive value, inclusive of whole life cost. Savings delivery results will be shared with Alliance Members on a regular basis.
- **Management Information (MI):** CCS will track/capture information based on a common set of service codes to allow in depth analysis of the performance of the framework.

### 1.6.2 Quality service delivery

- **Key Performance Indicators (KPIs):** KPI measures can be determined by the Additional Client and can be tailored to each individual Additional Clients specific requirements.
- **Social Value and Sustainability:** Additional Clients can request Supplier Alliance Members tailor their offer to match the Additional Client's social value priorities to deliver measurable benefits in the Additional Client's area include but are not limited to:
  - Tackling modern slavery in construction supply chains
  - Supporting diversity and inclusion
  - A competent and sustainable Considerate Constructors Scheme
- **Verified supply chain:** Supplier Alliance Members as part of the CCS evaluation stages have completed a financial and professional compliance review.
- **Contract management:** CCS will actively manage performance of the Framework Alliance Contract to ensure continuous improvement in the services. CCS will also drive understanding and support the delivery of the Government Construction Strategy.
- **Alliance Member User Group:** CCS will work with a dedicated User Group throughout the life of the Framework Alliance Contract to improve service delivery, share best practices, and incorporate new industry developments and regulatory requirements.
- **Escalation route:** CCS will interact with Supplier Alliance Members on a regular basis as part of the Supplier Alliance Member relationship management engagement to facilitate an escalation route for the Additional Client in the event of Project Contract queries or issues

## 1.7 Help and advice

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

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

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

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

Contact Details	
<b>CCS Commercial Agreement Manager:</b>	
The Modular Building Solutions Team:	<a href="mailto:info@crowcommercial.gov.uk">info@crowcommercial.gov.uk</a>
<b>Crown Commercial Service Desk:</b>	
Contact Number:	<b>0345 410 2222</b>
Email:	<a href="mailto:info@crowcommercial.gov.uk">info@crowcommercial.gov.uk</a>
Website:	<a href="http://www.gov.uk/ccs">www.gov.uk/ccs</a>
Modular Buildings:	<a href="https://www.crowcommercial.gov.uk/agreements/RM6014">https://www.crowcommercial.gov.uk/agreements/RM6014</a>

1.7.1 To access Supplier Alliance Member representative contact details please see “Products and Suppliers” on the following webpage:

<https://www.crowcommercial.gov.uk/agreements/RM6014>



## 2. Scope –

### How the Framework Alliance Contract is structured

#### 2.1 Modular Building Solutions Lot Structure

The Modular Building Solutions Framework Alliance Contract Lots are structured as follows:

<b>Lot</b>	<b>DESCRIPTION</b>	<b>No of Supplier Alliance Members</b>
<b>1</b>	Purchase of Education Related Modular Buildings	<b>12</b>
<b>2</b>	Purchase of Healthcare Related Modular Buildings	<b>10</b>
<b>3</b>	Hire of Education Related Modular Buildings	<b>11</b>
<b>4</b>	Hire of Healthcare Related Modular Buildings	<b>8</b>
<b>5</b>	Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost up to £750k or hire cost up to £150k	<b>8</b>
<b>6</b>	Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost from £750k to £3.5m or hire cost from £150k to £700k	<b>9</b>
<b>7</b>	Hire or purchase of non-Education and non-Healthcare related Modular Buildings of a capital cost greater than £3.5m £750k or hire cost greater than £700k	<b>12</b>

2.1.1 Full details of the Framework Alliance Contract can be found under the 'Documents' section of the following link:

<https://www.crowncommercial.gov.uk/agreements/RM6014>

## 2.1.2 Supplier Alliance Member Matrix

Supplier Alliance Member	LOT						
	1	2	3	4	5	6	7
Actacom Limited		X		X	X	X	
Actavo Building Solutions (UK) Limited						X	
Ashby & Croft Limited	X		X		X		
Caledonian Modular Limited	X					X	X
Darwin Group Ltd.	X	X	X			X	X
Eco Modular Buildings Limited	X						
Elite Systems (GB) Limited	X	X	X		X		
Elliott Group Limited	X	X	X	X		X	X
Extraspace Solutions (UK) Ltd	X	X	X	X		X	X
Ideal Building Systems Limited	X						
Integra Buildings Limited					X	X	
M-AR Off-site	X		X			X	X
ModuleCo Healthcare Limited				X			
ModuleCo Limited		X					
Net Zero Buildings Limited			X				
Pickerings Hire Limited					X		
Portakabin Limited		X	X	X		X	X
Premier Modular Limited	X	X	X	X		X	X
Reds10 (UK) Limited			X	X	X		X
Rollalong Limited					X		X
The McAvoy Group Limited	X	X	X				X
Wernick Buildings Limited	X						X
Western Building Systems Ltd		X			X		X
Cotaplan (Modular Buildings)				X	X		

## 2.2 Pricing Methodology

- 2.2.1 The Framework Alliance Contract prices are the maximum prices that the Supplier Alliance Member may charge the Additional Client for any specification compliant requirements.

If an Additional Client requires a Modular Building Solution with a higher specification than that included in the Framework Alliance Contract, the Additional Client will state this in a Project Brief, then the Supplier Alliance Member will be entitled to increase its maximum prices to reflect the cost of complying with the higher specification.

Supplier Alliance members can submit lower prices than those described above.

Framework prices are available by specific request from:

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

**\*\* Please note Modular Building pricing rates are confidentiality and must be treated as such.**

## 3. How to use this Framework Alliance Contract

### 3.1 Accessing This Framework Alliance Contract

- 3.1.1. Access the Crown Commercial Service website at:  
<https://www.crowcommercial.gov.uk/agreements>

Click “Search frameworks”

In the search frameworks box type in “RM6014” or “Modular Building Solutions”

Click “Modular Building Solutions”

The CCS webpage will provide Additional Clients with an overview of services, benefits, Products and suppliers, How to buy and documents.

Click on the Documents tab to view the OJEU Contract Award Notice, Guidance Notes, Specification and The Modular Buildings Framework Alliance Contract.

### 3.2 Cabinet Office Spending Controls

Alliance Members from Central Government (including Arm’s Length Bodies) are required to adhere to the Cabinet Office Spending Controls when buying common goods and services.

<https://www.gov.uk/government/publications/cabinet-office-controls>

### 3.3 Registration with CCS as an Additional Client

Public Sector bodies wishing to access the Modular Buildings Framework Alliance Contract are required to register as an Additional Client with CCS. This can be done by completing the Registration Document (see Annex A to this guidance) and returning to [info@crowcommercial.gov.uk](mailto:info@crowcommercial.gov.uk). Our simple registration arrangements mean once an Additional Client has registered they have access to the Modular Buildings Framework Alliance Contract. There is no joining fee and no commitment, even after registering.

### **3.4 Service requirements – Lot(s) selection**

Additional Clients should first identify the Lot(s) into which their requirement best fits. If there are any doubts on the appropriate Lot to use please contact CCS who can assist you in identifying your requirement.

### **3.5 Additional Client User Agreement and Additional Client Reference Number**

To use the framework for your procurement process for each Lot within RM6014, the Additional Client is required to complete an Additional Client User Agreement Form (see Annex B to this guidance) and return this to the Client at [info@crowcommercial.gov.uk](mailto:info@crowcommercial.gov.uk)

The Client will issue a reference Number on receipt of the Additional Client User Agreement Form. The Additional Client should quote this reference number on all correspondence.

After the Client has been issued with an Additional Client Reference Number an **Additional Client Notice (see 3.6)** will be issued to the Additional Client together with an Award Notification Form and a Case Study Template. When this Award Notification form is completed after award and returned to the Client, the Award Notification Form will assist in calculating actual market savings at project contract level which we can subsequently communicate to customers together with any feedback and case studies on your experience of using the framework.

### **3.6 Additional Client Notice**

Once registered, an Additional Client Notice will issued by the Client. This is the means by which each Additional Client becomes an Alliance Member for the selected Lot upon and subject to the Client notifying all other Alliance Members within that Lot. The Framework Alliance Contract shall govern all your prior and future dealings with other Alliance Members in relation to the Framework Programme.

### 3.7 Choosing your Contract Agreement - About the Contracts

3.7.1 There are a variety of standard forms of contract under this agreement which the Additional Client is able to utilise such as:

- JCT Standard Building Contract 2016 With Quantities, With Approximate Quantities and Without Quantities
- JCT Intermediate Building Contract 2016
- JCT Design and Build Contract 2016
- JCT Pre-Construction Services Agreement 2016
- JCT Measured Term Contract 2016
- JCT Constructing Excellence Contract 2016
- JCT Construction Management Appointment (CM/A) 2016
- JCT Construction Management Trade Contract (CM/TC) 2016
- NEC4 Engineering and Construction Contract Options A, B, C, D, E & F
- NEC4 Term Service Contract
- NEC4 Alliance Contract
- NEC3 Engineering and Construction Contract Options A, B, C, D, E & F
- NEC3 Term Service Contract
- PPC2000 (Amended 2013) Standard Form of Contract for Project Partnering
- TAC-1 Term Alliance Contract
- Schedule 5 Part 2 Hire Terms
- Engineering and Construction Short Contract (ECSC)
- By agreement of all *Alliance Members*, any new form of published *Project Contract*

For further information regarding standard forms of contract please see below:

- **NEC** - NEC produces a diverse range of definitive end-to-end project management contracts that empower users to deliver projects: on time, on budget and to the required standards. The suite of contracts can be used for the procurement of works, services and goods as well as all stages of a project lifecycle, from planning, design and project management to construction, maintenance and facilities management.

**More information on NEC Contracts can be found at:**

[www.neccontract.com](http://www.neccontract.com)

- **JCT** - JCT produces a standard form of which sets out the responsibilities of all parties within the construction process, and their obligations, so it is clear what work needs to be done, who is doing it, when are they doing it by, and for how much. JCT Contracts support collaborative working while the Standard forms of contract aim to provide two key services in order to: minimise the transaction cost of entering into a contract and provide benchmark provisions in standard form contracts.

**More information on JCT Contracts can be found at:**

<https://corporate.jctltd.co.uk/>

- **PPC 2000** - PPC2000 offers a single contractual hub, allowing all team members to 'contract as a team' on identical terms, aligning contractual project management processes with teamwork methods and behaviours. PPC2000 integrates the design, supply and construction processes and sets out Project Partnering Agreements with the intention of establishing collaborative working of the key players whilst utilising agreed timetables, from early design right through to commissioning and handover.

**More information on JCT Contracts can be found at:**

<http://ppc2000.co.uk/>

- **TAC-1** - TAC-1 supports and integrates the provision of any type or scale of works and/or services and/or supplies. TAC-1 is a standard form term alliance contract which enables a client and its team to obtain results from any term contract, helps to integrate a team into an alliance, and helps to obtain improved value through building information modelling.

**More information on TAC-1 Contracts can be found at:**

[www.allianceforms.co.uk/about-tac-1/](http://www.allianceforms.co.uk/about-tac-1/)

### 3.8 Award Procedure

Additional Clients can award a "Project Contract" from the Framework Alliance Contract by using one of two routes:

- **Competitive Award Procedure** – further competition between Supplier Alliance Members to establish to Most Economically Advantageous Tender.

Competitive Awards can be run via the CCS e-Sourcing tool. To register please click below: <https://crowncommercialservice.bravosolution.co.uk/web/login.html>

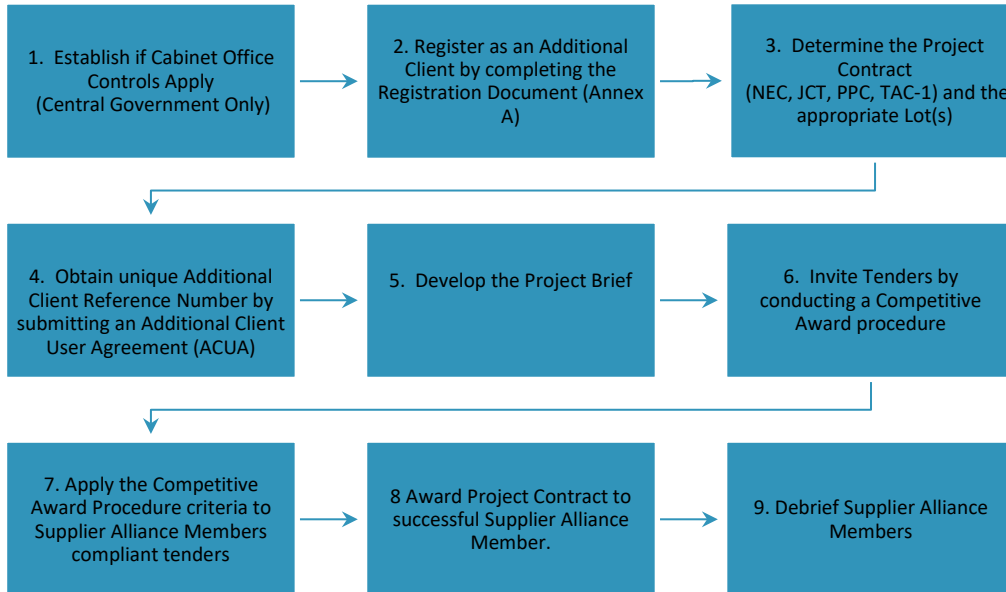
Additional Clients also have the ability to carry out other forms of competitions such as e-Auctions under the CCS Modular Buildings Solutions agreement.

- **Direct award** – Customers are advised to ensure they follow their own internal governance / guidelines for audit purposes.

Direct awards can be run via a customer's own systems and procurement portals.

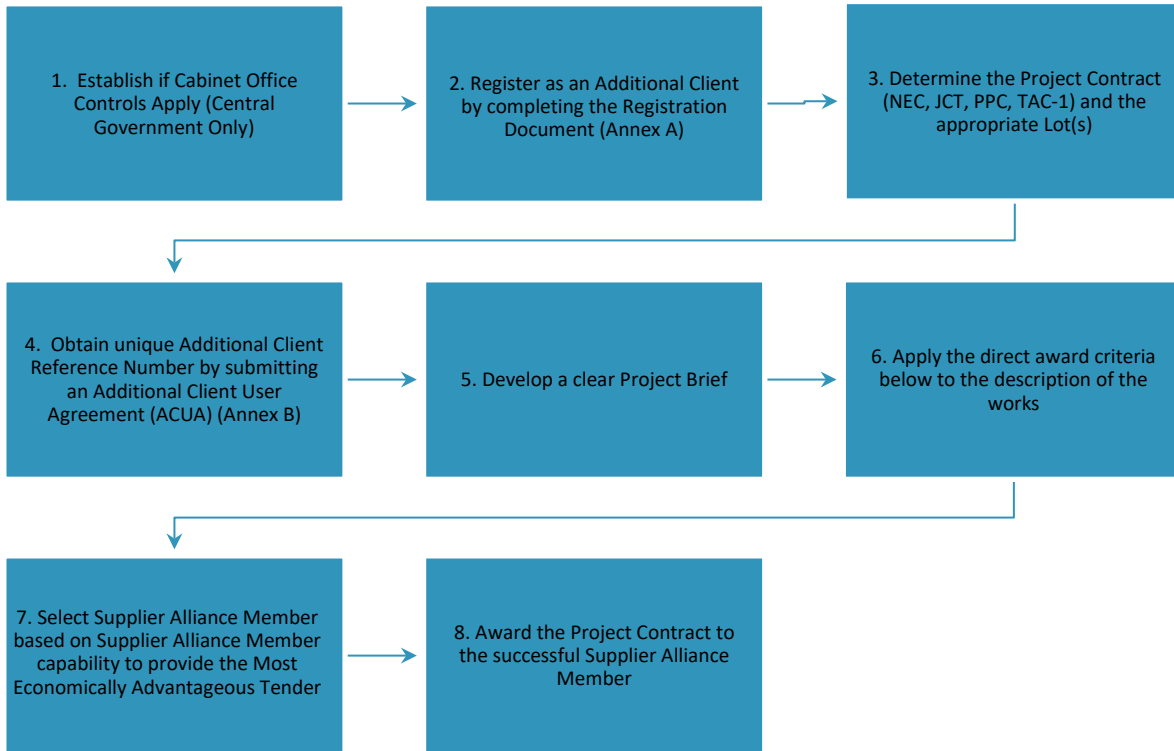
### 3.8.1 Project Contract Process - Competitive Award

Any Additional Client wishing to perform a Competitive Award should perform the following:



### 3.8.2 Project Contract Process – Direct Award

Any Additional Client wishing to perform a Direct Award should:





### 3.8.3 Direct Award procedure

3.8.3.1 Any Additional Client awarding a project contract agreement under this Framework Alliance Contract, without holding a Competitive Award shall (In accordance with Modular Buildings Framework Alliance Contract, Schedule 4 – Direct Award Procedure):

Additional Clients must ensure that any Direct Awards comply with their own internal governance.

- Develop a clear Statement of Requirements (Project Brief)
- Apply the following criteria and weightings to the Framework Alliance Contract Supplier and description of the services, as set out in Framework Alliance Contract Schedule 4, for all Supplier Alliance Members capable of meeting the Statement of Requirements in order to establish which of the Framework Alliance Contract Supplier Alliance Members provides the most economically advantageous solution, for Direct Award.

Note that because there is no further comparison between suppliers under the direct award procedure reasons to demonstrate most economically advantageous solution could include delivery schedule, product / service availability, compatibility with existing modular buildings, or any other reason that the additional client may consider sufficient to justify a direct award:

Criteria Number	Criteria - ranked in order of importance	Percentage Weightings (or rank order of importance where applicable) - to be set by the Additional Client conducting the direct award
1	<b>Quality</b> (including service delivery, technical merit, coverage, account management, fitness for purpose)	70%
2	<b>Price</b> (life cycle costs, cost effectiveness & price)	30%

- Once the most economically advantageous Supplier Alliance Member has been selected for your requirement – this may also include the value for money considerations such as speed of response, non-conflict of interest – the below process should be followed:
- Understand and briefly document their rationale for Direct Award to a particular Supplier Alliance Member for board approval, procurement strategies, mitigation of risk of challenge and full audit trail. You may need to obtain your own in-house legal advice to ensure direct award is a compliant approach in your specific circumstances.
- Complete an Additional Client User Agreement (ACUA Template) and email a copy to [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk) to get set up as a user. They will then be assigned an ACUA Reference number used for tracking progress of the project.
- Develop a clear scope of services.
- Ask Quality questions to interrogate approach to delivery of services.
- Provide any guidance and criteria for pricing.

- Highlight any specialist areas risks, security, KPIs, new/additional clauses, specialisms.
- Choose form of Contract.
- Send to selected Supplier Alliance Member and request delivery and pricing proposal.
- Additional Client should check that the pricing submitted by the Supplier Alliance Member does not exceed the Framework Alliance Contract prices.

### 3.8.4 Competitive Award Procedure

3.8.4.1 Any Additional Client wishing to perform a Competitive Award shall perform the following in the **pre-tender** stage:

- Develop an Additional Client Scope setting out its requirements for the services and identify the lot(s) most capable of supplying the services.
- Consider running a capability assessment. This will allow prospective bidders to review the Additional Client's initial requirements and consider whether they are likely to bid at Competitive Award stage, or rule themselves out of the bidding process.
- Consider pricing strategy and how to best utilise the Project Success Measures and Targets
- Amend the weighting against the pre-set criteria shown below
- Select the form of agreement, inclusive of any supplementary conditions required

Evaluation Criteria	Criteria Weighting %	Sub-Criteria	Sub Criteria Weighting %
Quality	50% (+/- 50%)	To be determined by the Additional Client e.g. Approach to Solution, Resourcing, Mobilisation	To be determined by the Additional Client
Price	50% (+/- 50%)	Agreed Prices	To be determined by the Additional Client

### 3.9 Tender & Evaluation Phase

3.9.1 Invite tenders by conducting a Competitive Award by:

- Inviting (electronically) the Supplier Alliance Members (see Figure 5) for the chosen lot to submit a tender based on the Project Brief. This shall be addressed to the Supplier Alliance Member representative identified in Products and Suppliers tab available on website: <https://www.crowncommercial.gov.uk/agreements/RM6014>
- set a time limit for the receipt of tenders taking into account the size and complexity of the service
- assess bids in a fair and transparent manner through application of the Competitive Award Criteria
- Provide unsuccessful Framework Alliance Contract Supplier Alliance Members with written feedback in relation to the reasons why their tenders were unsuccessful.

### **3.10 Contract Award**

- 3.10.1 The Project Contract is awarded when the relevant documentation is signed by the Additional Client and the Supplier Alliance Member.
- 3.10.2 Should circumstances change or responses are inadequate nothing in the Framework Alliance Contract obliges Additional Client's to make award. However, where a no award decision is made due to poor responses from Supplier Alliance Members, CCS would appreciate feedback.
- 3.10.3 The Additional Client is reminded that whilst utilising the Framework Alliance Contract to source services, consideration and compliance with their own internal processes and governance procedures should be given.

### **3.11 The Supplier Alliance Member's Obligations**

- 3.11.1 The Supplier Alliance Member shall in writing, by the time and date specified by the Client following an invitation to tender, provide the Client with either:
- a statement to the effect that it does not wish to tender OR
  - a completed Competitive Award pro-forma; including the provision of the following:
    - Responses to award questions raised by the Additional Client
    - Tender certificate inclusive of a statement of non-collusion and confidentiality requirements
    - Supplier Alliance Member Payment Proposal (SAMPP) which is a report setting out
      - detailed understanding of the Additional Client Scope
      - proposed approach to the task
      - sub-consultants and how they will be managed
      - resource plan inclusive of key persons CV's
      - Fee proposal including discounts applicable to the maximum rates in line with the charging structure.

### **3.12 Responsibility for Awards**

- 3.12.1 Each Additional Client is independently responsible for the conduct of its award of Project Contracts under this Framework Alliance Contract. CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
- (a) The conduct of Other Alliance Members in relation to this Framework Alliance Contract; or
  - (b) The performance or non-performance of any Project Contracts between the Supplier Alliance Member and Other Alliance Members entered into pursuant to this Framework Alliance Contract.

### **3.13 CCS Support to placing a Project Contract via a Competitive Award Process**

- 3.13.1 A comprehensive 'User Guidance for Additional Clients: Self-Service' document with a suite of associated templates has been published on the CCS e-Sourcing Tool and is available for Alliance Member's to use where such Alliance Members are running their own Competitive Awards on a self-service basis.

### 3.13.2 Crown Commercial Service e-Sourcing Tool

- CCS offers a free to use Competitive Award tool via the e-Sourcing Tool which will help to facilitate Alliance Member's Competitive Award processes.
- The e-Sourcing Tool enables Alliance Member's to send information to Supplier Alliance Members and obtain a quotation based on their requirements. **Alliance Members are reminded that they must invite all capable Supplier Alliance Members to quote for their requirements.**
- Alliance Members have the ability to upload documents to Supplier Alliance Members so that they can submit a tender for the services.  
If you do not already have a login for the e-Sourcing tool you can register here:  
<https://crowncommercialservice.bravosolution.co.uk/web/login.html>

### 3.14 Additional Client Satisfaction

The Additional Client satisfaction survey will be developed in conjunction with the Alliance Members user group.

## 4. Charging Arrangements

### 4.1 Agreed Prices

- 4.1.1 For standard solutions (that is, those that are set out in the Framework Brief) the maximum prices that the Supplier Alliance Member can charge will not be greater than - but can be less than - the appropriate Framework prices.
- 4.1.2 For non-standard solutions (that is, those that have a higher specification than those set out in the Framework Brief) the Supplier Alliance Member may charge a higher price but will be required to provide evidence to justify the increase in the price.

### 4.2 Delivery

Delivery prices will not be greater than - but can be less than - the delivery prices set out in the Framework Alliance Contract.

### 4.3 Rate Reviews

- 4.3.1. The earliest date for inflationary increases to the Framework Alliance Contract prices will be the 2 April 2021. Any subsequent increase to the Framework Alliance Contract prices shall be annually after this date.
- 4.3.2 Inflationary rate increases will be in line with the Consumer Price Index published for the twelve (12) months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date.
- 4.3.4 Throughout the Framework duration CCS will actively seek rate reductions with service providers to drive additional value for money savings.

### 4.4 Audit

- 4.4.1 As part of its contract management function, CCS has the right to conduct independent auditing of the Supplier Alliance Members processes, procedures and application of their daily rates. Additional Clients should contact CCS if they believe that any particular Supplier Alliance Member should be audited.

## **5. INSURANCES AND LIABILITIES**

### **5.1 Insurances and Liabilities Considerations**

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

## **6. SUCCESS MEASURES, TARGETS AND INCENTIVES**

- 6.1** A Success Measures, Targets and Incentives guide has been devised in Schedule 1, Part 2 of the Modular Buildings Framework Alliance Contract to support Alliance Member's in measuring performance of Supplier Alliance Members in delivering their project contract requirements.
- 6.2** The tool is designed to not only support Alliance Members in tracking performance but also enabling feedback to be provided to Supplier Alliance Members to assist in improving their service delivery approach.
- 6.3** The use of Project success measures are optional to Additional Clients however all are encouraged to consider the use of such performance measures to assist in achieving better value for money, enhanced services and ability to support improvement of service delivery by sharing lessons learnt and feedback on good and bad performance.

# ANNEX A: Registration Document



## REGISTRATION DOCUMENT

### Framework: RM6014 Modular Building Solutions

N.B. See clause 1.11 of FAC-1 Contract Terms

#### Parties:


**Crown Commercial Service** (the *Client* and *Alliance Manager*)

9th Floor,  
The Capital,  
Old Hall Street,  
Liverpool  
L3 9PP

And

**[Insert name of your organisation]** (Additional Client)

1. I/We can confirm that **[insert Additional Client Name]** wishes to gain access to use the Modular Buildings Framework Alliance Contract.
2. I/We understand that the submission of this Registration Document is the means by which each Additional Client agrees to be bound by the Framework Alliance Contract.

<b>Organisation Name</b>	<b>Crown Commercial Service</b>	<b>[Additional Client Name]</b>
<b>Organisation Address</b>	9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP	
<b>Signed</b>		
<b>Full Name</b>	John Welch	
<b>Position</b>	Alliance Manager	
<b>Date</b>		

## ANNEX B: Additional Client User Agreement

### Modular Buildings Solutions – RM6014 Additional Client User Agreement (ACUA)

The Modular Building Solutions Framework offers an alternative solution to traditional build accommodation, providing a comprehensive range of solutions designed to cover most accommodation requirements.

Complementing the generic non-educational and non-healthcare modular buildings are educational units offering solutions for classroom needs and healthcare units covering patient consultation and patient accommodation.

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

Contact Details							
Additional Client Organisation							
Contact Name							
Contact Number							
Contact Email Address							
If there are any security or confidentiality reasons as to why the Additional Client name will need to be withheld from the Additional Client User Agreement pipeline which is shared with Suppliers, as detailed above, please indicate by highlighting Yes or if this question does not apply to you then choose N/A *	<p>Yes – The Contracting Authority name must be withheld from the Management Database pipeline which is shared with Supplier.</p> <p style="text-align: center;">or</p> <p style="text-align: center;">N/A</p>						
If 'Yes' is not highlighted, then the Additional Client name will be shared in the Additional Client User Agreement pipeline							
Additional Client Project Contract Requirements							
Nature of Service Requirement							
Lot *	1	2	3	4	5	6	7
Competitive/Direct Award							
Procurement Portal Used (Please include address)							
Supplier Alliance Member(s) Invited (if known)							
Anticipated Project Value / Budget							
TOTAL Project Value in (If differing from Anticipated Project Value i.e. if this is part of a larger project)							
Planned Commencement Date of Procurement							
Anticipated start date of project contract							
Anticipated project completion date (target)							

Project Contract to be used *	NEC3	NEC4	JCT	PPC	TAC-1		
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Upon receipt of the completed form you will be provided with an Additional Client User Agreement Reference Number (ACUA). This should be quoted in your documentation when placing an order through the framework with your service provider(s). This should also be quoted to CCS when discussing the Project Contract in question.

Additional Client project requirements will be collated and shared as a pipeline with framework suppliers to ensure capacity and resource planning for projects within the market. Additional Client Contact Details are redacted in line with GDPR.

Additional Client User Agreement - Reference Number	
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**\*to be completed by Crown Commercial Service**