

Clarification Questions W/E 12/04/2019

Question	Response
<p>Please can you confirm if the value banding I have been assigned to is the construction value or fee value?</p> <p>If there is another value band can we get on that to, or are we only allowed to be on one band?</p>	<p>I can confirm that the assigned value band relates to the professional fees and not the contract value.</p> <p>You are assigned to a value band based on the organisations turnover and therefore can only be assigned to one value band.</p>
<p>Please could you kindly provide me with a full and legible copy of the documents detailed below, as referred to in the attached Supplier Agreement:</p> <ul style="list-style-type: none"> <li>• The DPS Entry and Operation Guide</li> <li>• The call-off contract referred to as the Service Agreement</li> </ul>	<p>Please follow the link to <a href="http://demand.sproc.net/clientdetails">demand.sproc.net/clientdetails</a> then the tab to the London Construction Programme.</p> <p>Entry Guide 1 – is found under the tab ‘How to become and approved supplier’</p> <p>Entry Guide 2 – under ‘How it will work’</p> <p>Supplier Agreement – under Legal documents.</p> <p>The specific ‘call off’ terms will be affixed to the requirement as it is issued and will relate specifically to the services being procured. The LCP Member will determine these as the requirement is issued.</p> <p>You will have the opportunity to review those call off terms and conditions before deciding if you wish to make an offer against the requirement.</p> <p>The template in the Supplier Agreement is purely for illustration only.</p>
<p>We have forwarded this Agreement onto our professional indemnity insurers who have come back with a number of exclusions and amendments and in particular, Clause 15.1 “The Service Provider shall indemnify any LCP Member against all claims etc.....”,</p> <p>They comment that:</p> <p>The clause in question would obligate your practice to Indemnify any LCP</p>	<p>I must confirm that The London Borough of Haringey is proceeding under the restricted procedure, which prohibits negotiations on the form of Supply Agreement. On this basis, Bidders should consider the document as presented and make a commercial decision whether or not to Bid for this DPS.</p>

Member against any “liabilities” arising out of:

- the injury to or death of any person
- loss of or damage to any property
- financial loss arising from any advice given or omitted
- any other loss which is caused directly or indirectly by any act or omission of the Service Provider

They suggest that this Clause is either deleted or they suggest including an exclusion into the contract of any liability which wouldn't be covered by our PI policy:

“The liability of the Service Provider under or in connection with this Supplier Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the amount, if any, recovered by the Service Provider by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by the Service Provider and in force at the time that the claims or (if earlier) circumstances are reported to the insurers in question.”

We would be grateful if we could have your advice in order that we can progress our accreditation further on the above and if you could let us know if other architects have raised this issue too.