

Major Projects 2 Framework – Supporting Statement

FAC-1 Agreement

Appendix H of the tender details any amendments made to the model form of the FAC-1 contract. These amendments along with all other clauses within the model FAC-1 constitute the full agreement. The executed agreement by each party is to confirm their acceptance of the model form of the FAC-1 along with the amendments listed. A full copy of the model or amended FAC-1 contract cannot be shared due to licencing laws.

The FAC-1 contains little that would contradict the project contract as it does not contain many operative provisions. All project contracts take precedence over the FAC-1 as per clause 1.5 of the agreement.

Project Contracts (Call Offs)

Whilst there is the flexibility to use any form of construction contract as a project contract, some of the more commonly used ones were issued with amendments at tender stage. Any further changes to these project contracts would not constitute a deviation away from the framework agreement (as per Regulation 72 of the PCR 2015), and in fact it is accepted practice on CCS frameworks that clients can include amendments to the project contracts.

The ability to use project specific requirements, for example project KPIs, was detailed within the ITT (Invitation to Tender) as seen below:

“Procurement Hub members awarding works under the Framework Agreement will therefore have flexibility of choice in the form of call-off contract, and may award call-offs using any construction contract of their choosing, incorporating project specific amendments as required”

Procurement Hub worked closely with Trowers & Hamlins LLP to produce the FAC-1 agreement for this framework as well as providing this statement.