Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

CONSTRUCTION PROFESSIONAL services framework schedule 5

template call off agreement (INCORPORATING THE nec4 professional services SHORT contract JUNE 2017 (including amendments issued january 2019 and october 2020) AND contract data

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date 15/02/2024**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Short Contract June 2017 incorporating amendments January 2019 and October 2020**

**Between**

**The Ministry of Defence (MOD), Defence Infrastructure Organisation**

**And**

**REDACTED**

**For the provision of**

**Army Establishment Management Plan – 710522452 Army Germany EMP**

**THIS AGREEMENT is made the 19th day of February 2024**

**PARTIES:**

1. **T**he Defence Infrastructure Organisation (DIO) acting as part of the Crown (the "Employer"); and

2. **REDACTED** which is a company incorporated in and in accordance with the laws of United Kingdom (Company No. **REDACTED** whose registered office address is at **REDACTED** (the "*Consultant*").

**BACKGROUND**

1. The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165 which is dated 03 November 2021 (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. On the *29/01/2024 Client*, acting as part of the Crown, and in the Framework Agreement is identified as a “Contracting Authority”, invited the *Consultant* along with other framework suppliers to tender for the *Client’s* construction professional services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
4. On the *09/02/2024* the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

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

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

This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client’s Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

This contract and Framework Agreement CCS RM6165 is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

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

Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Executed under hand**

|  |  |  |
| --- | --- | --- |
| Signed | **REDACTED** | Buyer |
| Name | **REDACTED** | **REDACTED** |
| Title | **REDACTED** | **REDACTED** |
| Signature | **REDACTED** | **REDACTED** |
| Date | 21/02/24 | 21/02/2024 |

|  |
| --- |
| nec4 Professional Service |

Short Contract

|  |  |
| --- | --- |
| **A contract between**  | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) |
|  |  |
| **and** | **REDACTED**  |
|  |  |
| **for** | Army Establishment Management Plans (Germany) |

Contract Forms

Contract Data

The *Consultant’s* Offer

Price List

Scope

|  |
| --- |
| Contract Data |
| The *Client’s* Contract Data |

The *Client* is

|  |  |
| --- | --- |
| Name  | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) |
|  |  |
| Address for communications | 23 Kingston Road, Sutton Coldfield, Birmingham, B75 7NY07490 272930 |
|  |  |
| Address for electronic communications | Jon.purser278@mod.gov.uk |
| Contract Value (Limit of Liability)  | £511,943.41 ex VAT  |
|  |  |
| The starting date is | 21/02/2024 |
|  |  |
| The completion date is | 31/03/2025 |
|  |  |
| The delay damages are | N/A | per day |
|  |  |
| The *law of the contract* is | England & Wales |
|  |  |  |
| The *period for reply* is | 2 | weeks |
|  |  |  |
| The *defects date* is | N/A | weeks after Completion |
|  |  |  |
| The *assessment date* is the | N/A | of each month |
|  |  |  |
|  |
|  |

|  |
| --- |
| Contract Data |
| The *Client’s* Contract Data |



|  |
| --- |
| Contract Data |
| The *Client’s* Contract Data |

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019 and October 2020 and the following additional conditions

|  |
| --- |
| **Only enter details here if additional conditions are required** |
|  |
| **Option Z2 Identified and defined terms**applies**Option Z4 Admittance to Client’s Premises**applies**Option Z5 Prevention of fraud and bribery**Applies**Option Z6 Equality and Diversity**applies**Option Z7 Legislation and Official Secrets** applies**Option Z8 Conflict of Interest**applies**Option Z9 Publicity and Branding**applies**Option Z10 Freedom of information**applies**Option Z13 Confidentiality and Information Sharing**applies**Option Z14 Security Requirements** applies**Option Z16 Tax Compliance**applies**Option Z22 Fair payment**applies**Option Z26 Building Information Modelling**does not apply**Option Z44 Intellectual Property Rights**applies**Option Z45 HMRC Requirements**applies**Option Z46 MoD DEFCON Requirements**applies**Option Z47 Small and Medium Sized Enterprises (SMEs)**does not apply**Option Z48 Apprenticeships**does not apply**Option Z49** **Change of Control**applies**Option Z50 Financial Standing**does not apply**Option Z51 Financial Distress**does not apply**Option Z100 Data Protection**applies**Option Z101 Cyber Essentials**applies |

1. DEFCON 5J (Edn 18/11/16) - Unique Identifiers

2. DEFCON 76 (Edn 06/21) - Contractor's Personnel at Government Establishments

3. DEFCON 129J (Edn 18/11/16) - Use of Electronic Business Delivery Form

4. DEFCON 501 (Edn 11/17) - Definitions & Interpretations

5. DEFCON 502 (Edn 05/17) - Specifications Changes

6. DEFCON 503 (Edn 12/14) - Formal Amendments to Contract

7. DEFCON 507 (Edn 10/18) – Delivery

8. DEFCON 513 (Edn 11/16) - Value Added Tax

9. DEFCON 514 (Edn 08/15) - Material Breach

10. DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency

11. DEFCON 516 (Edn 04/12) - Equality

12. DEFCON 518 (Edn 02/17) - Transfer

13. DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission

14. DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Dues

15. DEFCON 526 (Edn 08/02) - Notices

16. DEFCON 527 (Edn 09/97) - Waiver DEFCON

17. DEFCON 528 (Edn 07/21) – Import and Export Licenses

18. DEFCON 529 (Edn 09/97) - Law (English)

19. DEFCON 531 (Edn 09/21) - Disclosure of Information

20. DEFCON 532A (Edn 05/22) - Protection of Personal Data

21. DEFCON 534 (Edn 06/21) - Sub Contracting and Prompt Payment

22. DEFCON 537 (Edn 12/21) - Rights of Third Parties

23. DEFCON 539 (Edn 01/22) - Transparency

24. DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

25. DEFCON 566 (Edn 10/20) - Change of Control of Contractor

26. DEFCON 602B (Edn 12/06) - Quality Assurance (without Deliverable Quality Plan)

27. DEFCON 604 (Edn 06/14) - Progress Reports

28. DEFCON 605 (Edn 06/14) - Financial Reports

29. DEFCON 609 (Edn 07/21) - Contractor’s Records

30. DEFCON 620 (Edn 06/22) - Contract Change Control Procedure

31. DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions

32. DEFCON 642 (Edn 07/21) - Progress Meeting

33. DEFCON 658 (Edn 09/21) - Cyber

34. DEFCON 656A (Edn 08/16) - Termination for Convenience – Under £5M

35. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements

36. DEFCON 670 (Edn 02/17) - Tax Compliance

37. DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority

38. DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting in the Authority

39. DEFCON 538 (Edn 06/02) - Severability

The Following DEFFORMS shall be used:

1. DEFFORM 539A - Tenderers Commercially Sensitive Information Form

**Travel & Subsistence**

United Kingdom

Claims for travel and subsistence in the UK shall be re-imburse to the Consultant at rates not exceeding those within the MOD Business Travel Guide:

In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the Tasking.

For the avoidance of doubt, any claims shall not include any handling charge or Contractors profit or have VAT charged more than once. All travel and subsistence claims are at cost, and to be supported by receipts



Overseas

Travel and Subsistence for Overseas sites shall be at cost. Firm Lump Sum Prices for airfields overseas should not include transport costs between UK (i.e. London Heathrow, RAF Brize Norton etc.) and the overseas airport / military airfield as Military Transport and accommodation may be available. If Military Transport and/or accommodation are not available, the Authority shall re-imburse the Consultant at rates not exceeding those within the MOD Business Travel Guide.

Social Value

MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce

The tender commitment(s) made for each Model Award Criteria is a KPI Deliverable and progress is to be evaluated against an agreed performance status “RAG” report in accordance with Section 15 Service Levels and Performance.

Each tender commitment made by **REDACTED** is a performance indicator (PI) and individually subject to qualitative assessment. Progress in delivering each tender commitment including agreed PPN 06/20 standard reporting metrics, where applicable and as agreed, is to be used in aggregate to determine the “RAG” performance status for each MAC.

Performance monitoring of Social Value for the purposes of contract management is to be included in the Contract Performance Tracker. Performance data is to be collected monthly and reported quarterly for each tender commitment at the contract review meeting or as agreed with the Contract Manager.

The criteria for qualitative assessment of tender commitments and determination of the overall “RAG” performance status is to be agreed with the Supplier

|  |
| --- |
| Contract Data |
| The *Consultant’s* Contract Data |

The *Consultant* is

|  |  |
| --- | --- |
| Name  | **REDACTED**  |
|  |  |
| Address for communications | 1 Tanfield, Edinburgh,  |
|  |  |
| Address for electronic communications | **REDACTED** |
|  |  |
| The service is | The Provision of Establishment Management Plans for the Army at the British Forces Establishments identified within Attachment 3 – Establishment Management Plans (EMPs) Army Germanys-Statement of Requirements-Contract Reference 01540325-V4.0 dated 29/01/2024 |
| q |  |
| The starting date is | 21/02/2024 |
|  |  |
| The completion date is | 31/03/2025 |
|  |  |
| The delay damages are |  | per day |
|  |  |
| The *fee percentage is* | n/a |  % |
| The *people rates* are |  |  |
| category of person | unit | rate |
|  |  |  |
| As identified within Section 4 of the **REDACTED** Commercial Submission |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
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|  |  |  |
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|  |  |  |

I**f the work is to be carried out on a time change basis the *Consultant* includes *people rates* for its own people as well as people provided by a subcontractor**

The *key persons* are

**As identified within the Tender Document:** 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC

|  |  |
| --- | --- |
| Name | **REDACTED** |
| Job | **Project Director** |
| Responsibilities | **As per Technical Proposal** |
| Qualifications | **As per Technical Proposal** |
| Experience | **As per Technical Proposal** |

|  |  |
| --- | --- |
| Name | **REDACTED** |
| Job | **Project Manager** |
| Responsibilities | **As per Technical Proposal** |
| Qualifications | **As per Technical Proposal** |
| Experience | **As per Technical Proposal** |

|  |
| --- |
| The *Consultant’s* Offer  |

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

|  |  |  |
| --- | --- | --- |
| The offered total of the price for the EMP, NZC Supplement and T&S Estimate;  |  | £511,943.41 ex VAT |
|  |  |
|  | **Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter ‘Not Applicable’** |

|  |
| --- |
| Price List |

|  |  |
| --- | --- |
|

|  |
| --- |
| 1. **“The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected. If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List. If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made by either the *Client* of the tenderer.**
 |

1. **For each row:**
* **If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.**
* **If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.**
1. **Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and**
2. **Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into**
3. **the Rate column.**
 |

**Figure 1 –**

**REDACTED**

**Figure 1 above is exclusive of VAT, Travel and Subsistence and the NZC Supplement.**

**Figure 2 –**

**REDACTED**

**Figure 2 above is exclusive of VAT, and details** **NZC Supplement.**

**Figure 3 –**

**REDACTED**

**Figure 3 above is exclusive of VAT, and details the estimated travel and subsistence cost.**

The method and rules used to compile the Price List are

|  |
| --- |
| As per the CCS RM 6151 Framework – Lot 5  |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant*** **will interpret it differently from the*****Client's*** **intention. Information provided by the*****Consultant* should be listed in the Scope only if the*****Client* is satisfied that it is required, is part of a complete statement of the*****Client's* requirements and is consistent with other parts of the Scope.**
 |

|  |
| --- |
| 1. **Purpose of the *Service***
 |
|  |
| **Provide a brief summary of why the *service*  is being commissioned and what it will be used for.** |
|  |
| As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC |
|  |
| 1. **Description of the *service***
 |
| **Give a complete and precise description of what the *Consultant* is required to do.** |
|  |
| * As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC
* 20240208-Germany EMPs Dashboard-Example (1)
* **REDACTED**
* Appendix A\_Germany-EMPs\_Programme-v1.0pdf
* Appendix B Resource Schedule EMP Only.pdf
* Appendix B Resource Schedule NZC Only.pdf
* Appendix C-Site\_Visit\_T&S\_Buildup-V1.0.pdf
* **REDACTED**
* **REDACTED**
* Attachment 2 - Germany EMP - Activity Schedule-V1.0 (2).excel
 |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Existing information**
 |
|  |
| **List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop** |
|  |
| As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC |
|  |
| 1. **Specifications and standards**
 |
| **List the specifications and standards that apply to the contract.** |
|  |
| * As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC
* 20240208-Germany EMPs Dashboard-Example (1)
* **REDACTED**
* Appendix A\_Germany-EMPs\_Programme-v1.0pdf
* Appendix B Resource Schedule EMP Only.pdf
* Appendix B Resource Schedule NZC Only.pdf
* Appendix C-Site\_Visit\_T&S\_Buildup-V1.0.pdf
* **REDACTED**
* **REDACTED**
* Attachment 2 - Germany EMP - Activity Schedule-V1.0 (2).excel
 |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Constraints** **on how the *Consultant* provides the Service**
 |
|  |
| **State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client.*** |
|  |
| Please refer to;* As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC
* 20240208-Germany EMPs Dashboard-Example (1)
* **REDACTED**
* Appendix A\_Germany-EMPs\_Programme-v1.0pdf
* Appendix B Resource Schedule EMP Only.pdf
* Appendix B Resource Schedule NZC Only.pdf
* Appendix C-Site\_Visit\_T&S\_Buildup-V1.0.pdf
* **REDACTED**
* **REDACTED**
* Attachment 2 - Germany EMP - Activity Schedule-V1.0 (2).excel
 |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Requirements for the programme**
 |
| **State whether a programme is required and, if it is, what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated** |
|  |
| Please refer to;* As identified within the Technical Response document: 20240118\_Army-EMP\_MOD-BF-Germany-EMPs-Quoatation\_v1.0\_CC
* 20240208-Germany EMPs Dashboard-Example (1)
* **REDACTED**
* Appendix A\_Germany-EMPs\_Programme-v1.0pdf
* Appendix B Resource Schedule EMP Only.pdf
* Appendix B Resource Schedule NZC Only.pdf
* Appendix C-Site\_Visit\_T&S\_Buildup-V1.0.pdf
* **REDACTED**
* **REDACTED**
* Attachment 2 - Germany EMP - Activity Schedule-V1.0 (2).excel
 |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Information and other things provided by the *Client***
 |
| **Describe what information and other things the** *Client* **is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the** *Client's* **information technology systems.** |

|  |  |
| --- | --- |
| **ITEM**  | **DATE BY WHICH IT WILL BE PROVIED** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |