

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**  
**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES**  
**CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER**  
**2020) AND CONTRACT DATA**

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**Date 23/09/2025**

**FORM OF AGREEMENT**

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

**Between**

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

**And**

**Ramboll UK Limited**

**For the provision of**

**Technical Support Provider Services for**

**RAF Cranwell Aircraft Operating Surfaces (AOS) Refurbishment:**

**RIBA Stage 2**

**DIO Contract Number: 714647450**

**CCS RM6165 Framework Lot 5**

**ACUA Reference: CPS1-39382-2025**

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**THIS AGREEMENT is made the ~~10/2025~~ 02/10/2025.**

**PARTIES:**

1. The Defence Infrastructure Organisation (DIO) acting as part of the Secretary of State (the "**Client**"); and
2. **Ramboll UK Limited** which is a company incorporated in, and in accordance with the laws of England and Wales **03659970** whose registered office address is at **240 Blackfriars Road, London, SE1 8NW** (the "**Consultant**").

**BACKGROUND**

- (A) 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.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 01-Oct-2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. 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.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:  
Option A  
W2  
Option X18, X20 and  
Option Y(UK)2  
which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.
4. This contract and the Framework Agreement 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.

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# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Client*

**1 General** The *conditions of contract* are the core clauses and the clauses for the following main option A, the option for resolving and avoiding disputes; W2 and the and secondary Options; X18, X20, Y(UK)2 and Z of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

The *service* is Technical Support Services

The *Client* is Ministry of Defence - Defence Infrastructure Organisation

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

The *Service Manager* is **Redacted**

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

The Scope is in the attached Schedule of Services and the amended Technical Statement of Requirement dated 19 June 2025, as supplemented by the Tender CQ Log (20250922\_Tender\_Clarification\_Log).

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

The *period for reply* is two weeks

The *period for retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

N/A.

Early warning meetings are held at intervals no longer than 4 weeks

**2 The  
Consultant's main  
responsibilities**

**If Option A is used** The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

**3 Time** *The starting date* is the date of contract award.

The *Consultant* submits revised programmes at intervals no longer than one month.

**If no programme  
is identified in part  
two of the  
Contract Data**

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

**4 Quality  
Management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 12 months.

**5 Payment** The *currency of the contract* is the pound sterling (£).

The *assessment interval* is 30 days

**If the *Client* states  
any expenses** The *expenses* stated by the *Client* are

Item	Amount
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Hotel cap rate for [SITE]	£91.00
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**Subsistence:**

Breakfast	£10.00
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Lunch (if over 5 hours)	£5.00
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Lunch (if over 10 hours)	£10.00
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Lunch (if over 12 hours)	£20.00
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Evening meal (overnight stay)	£25.00
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**Travel:**

Motor Mileage	£0.45 per mile (up to 10,000 miles)
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	£0.25 per mile (over 10,000 miles);
Train travel	Standard class by most direct route on the cheapest fare available;
Car hire	Via preferred supplier (Enterprise). Reimbursement of the invoice;
Car hire: fuel reimbursement	Reimbursement of fuel used and invoice;
Taxi/bus:	Reimbursement of fare
Air and airport parking:	N/A
The <i>interest rate</i> is, 2% per annum above the Bank of England base rate in force from time to time.	

## 6 Compensation events

### If there are additional compensation events

These are additional compensation events  
N/A

## 8 Liability and insurance

The amounts of insurance and the periods for which the Consultant maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£10,000,000 in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>services</i> or earlier termination

loss of or damage to property or death of or bodily injury to a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

As required under Framework Agreement

from the *starting date* until all notified Defects have been corrected or earlier termination

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

As required under Framework Agreement

from the *starting date* until all notified Defects have been corrected or earlier termination

*The Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £10,000,000 in the aggregate

#### Resolving and avoiding disputes

#### If the *tribunal* is arbitration

The *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules;  
The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: The Institution of Civil Engineers, One Great George Street, London, SW1P 3AA

The *Representatives* of the *Client* are

**Redacted**

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

**Redacted**

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

The *Senior Representatives* of the *Client* are

**Redacted**

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

**Redacted**

*Address for communications:*

**Redacted**

*Address for electronic communications:*

**Redacted**

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement

*Address for communications*

160 Aldergate Street,  
Barbican,  
London  
EC1A 4HT

*Address for electronic communications*

The *Adjudicator nominating body* is the: Technology and Construction Solicitors' Association (TeCSA)

Option X1 Price adjustment for inflation	Not Used
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Option X2 Changes in the law	Not Used
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Option X3 Multiple currencies	Not Used
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Option X5 Sectional Completion	Not Used
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Option X6 Bonus for early Completion	Not Used
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Option X7 Delay damages	Not Used
Option X8 Undertakings to Others	Not Used
Option X10 Information modelling	Not Used
Option X12 Multiparty collaboration	Not Used
X13 Performance bond	Not Used
Option X18 Limitation of liability	<p><b>If Option X18 is used</b></p> <p>The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to £10,000,000.00</p> <p>The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to £10,000,000 in the aggregate</p> <p>The <i>end of liability</i> date is 6 years after Completion of the whole of the <i>service</i>.</p>
Option X20 Key performance indicators	<p>The indicative <i>incentive schedule</i> for Key Performance Indicators (20250922_RAF_CRANWELL_AOS_KPIs_TSP_Performance_Assessment_Report) has been provided with the finalised schedule to be agreed within four weeks of contract award</p> <p>A report of performance against each Key Performance Indicator is provided at intervals of 3 months.</p> <p>Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the <i>incentive schedule</i>.</p>
Option Y(UK)1 Project bank account	Not used
Option Y(UK)2 The Housing Grants, Construction and Regeneration Act	The period for payment is 30 days after the date on which a payment becomes due
Option Y(UK)3 The Contracts (Rights	Not used

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of Third Parties)  
Act

**Option Z** The *additional conditions of contract* are:

## **Z Clauses**

**Contract Data  
relating to Z clauses**

**Option Z2 Identified and defined terms**

**Option Z4 Admittance to Client's Premises**

**Option Z5 Prevention of fraud and bribery**

**Option Z6 Equality and diversity**

**Option Z7 Legislation and Official Secrets**

**Option Z8 Conflict of interest**

**Option Z9 Publicity and Branding**

**Option Z10 Freedom of information**

**Option Z13 Confidentiality and Information Sharing**

**Option Z14 Security Requirements**

**Option Z16 Tax Compliance**

**Option Z22 Fair payment**

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996**

**Option Z44 Intellectual Property Rights - applies**

**Option Z45 HMRC Requirements**

**Option Z46 MoD DEFCON Requirements**

## **DEFCONS**

**MOD Additional Conditions of Contract (DEFCONS) are:**

1. DEFCON 5J (Edn 18/11/16) - Unique Identifiers
2. DEFCON 76 (Edn 11/22) - Contractor's Personnel at Government Establishments
3. DEFCON 129J (Edn 18/11/16) - Use of Electronic Business Delivery Form
4. DEFCON 501 (Edn 10/21) - Definitions & Interpretations



5. DEFCON 503 (Edn 06/22) - Formal Amendments to Contract
6. DEFCON 513 (Edn 04/22) - Value Added Tax
7. DEFCON 514 (Edn 08/15) - Material Breach
8. DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency
9. DEFCON 516 (Edn 04/12) - Equality
10. DEFCON 518 (Edn 02/17) - Transfer
11. DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission
12. DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Dues
13. DEFCON 526 (Edn 08/02) - Notices
14. DEFCON 527 (Edn 09/97) - Waiver
15. DEFCON 529 (Edn 09/97) - Law (English)
16. DEFCON 531 (Edn 09/21) - Disclosure of Information
17. DEFCON 532B (Edn 12/22) - Protection of Personal Data
18. DEFCON 534 (Edn 06/21) - Sub Contracting and Prompt Payment
19. DEFCON 537 (Edn 12/21) - Rights of Third Parties
20. DEFCON 538 (Edn 06/02) - Severability
21. DEFCON 539 (Edn 01/22) - Transparency
22. DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
23. DEFCON 566 (Edn 10/20) - Change of Control of Contractor
24. DEFCON 602B (Edn 12/06) - Quality Assurance (without Deliverable Quality Plan)
25. DEFCON 604 (Edn 06/14) - Progress Reports
26. DEFCON 605 (Edn 06/14) - Financial Reports
27. DEFCON 609 (Edn 07/21) - Contractor's Records
28. DEFCON 620 (Edn 06/22) - Contract Change Control Procedure
29. DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions
30. DEFCON 642 (Edn 07/21) - Progress Meetings
31. DEFCON 658 (Edn 10/22) - Cyber
32. DEFCON 656A (Edn 08/16) - Termination for Convenience – Under £5M
33. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
34. DEFCON 670 (Edn 02/17) - Tax Compliance
35. DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority
36. DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting in the Authority

In the event of a conflict between the NEC4 Z Clauses and the above DEFCONs, the NEC4 Z Clauses shall take precedence.

The following DEFFORMs shall be used:

1. DEFFORM 94 – Bidders Confidentiality Agreement
2. DEFFORM 539A - Tenderers Commercially Sensitive Information Form

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

The percentage of the *Consultant's* Subcontractors required to be SMEs is  
25%

- Option Z48 Apprenticeships**
- Option Z49 Change of Control**
- Option Z50 Financial Standing**
- Option Z51 Financial Distress**
- Option Z52 Records, audit access and open book data**
- Option Z100 Data Protection**
- Option Z101 Cyber Essentials**

## Part two – Data provided by the *Consultant*

1 Statements given in all contracts The *Consultant* is [Insert Supplier]  
Address for communications:

**[240 Blackfriars Road, London, SE1 8NW]**

Address for electronic communications: **Redacted**  
and/or **Redacted**

The fee percentage is **Redacted**

The key persons are

Name **Redacted**  
Job **Redacted**  
Responsibilities **Redacted**

Experience: Over 32 years of military engineering project and programme delivery experience, encompassing strategic planning, financial planning and programming.

Name **Redacted**  
Job **Redacted**  
Responsibilities **Redacted**

Experience: Over 15 years of military/civil engineering project experience and 2 years commercial programme delivery experience, encompassing strategic planning, financial planning and programming

The following matters will be included in the Early Warning Register

- **Availability of, and responsiveness of project Stakeholders and timely execution of ECI (PA Alliance)**
- **Availability of survey contractors to complete the required surveys within the timescales assumed in the programme.**
- **Access to the site areas on Station to complete the required construction works (i.e. management of Station Ops and Works Phasing).**
- Accuracy and verification of existing data provided by the Client.
- Delay in Contract Award date.
- Delay in provision of existing data; URDs, Surveys etc.
- Lack and/or accuracy of existing utility data

- Unforeseen site constraints identified during surveys
- Delay in decision for preferred option; gateway reviews, OBC, FBC
- Delays in issuing staff clearance and access to sites
- Changes to the known air training programme
- Increased global operations impacting on airfield use.
- RUK request PII carve outs for pollution or contamination, asbestos and cladding/fire safety.
- We anticipate expenses to be claimed as actuals, based on monthly face to face meetings on site at RAF Cranwell. (Less the kick-off meeting, 4 RUK attendees per meeting)

## 2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope

The Scope provided by the *Consultant* is in **N/A**

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is **N/A**

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is [29 December 2026, as per Ramboll programme]

## 5 Payment

If the *Consultant* states any *expenses*

The *expenses* stated by the *Consultant* are

• item	• amount
• <b>OMITTED – Expenses to be agreed via Change Control</b>	

If Option A or C is used

The *activity schedule* is included within our Commercial Proposal.

The tendered total of the Prices is [**£299,393.69**] **exclusive of VAT**  
(Price excludes Surveys and T&S expenses)

1. The tendered cost for the optional RIBA Stages 3/4 services is **Redacted**.

2. The tendered cost for the optional RIBA Stages 5/6/(7) is **Redacted**.
3. The optional costs detailed above are based upon an assumed suite of services required through RIBA stages 3-6. An instruction confirming the full Scope shall be communicated in accordance with NEC4 Clauses 14.3 and 60.1(1) prior to commitment:
  - 14.3 The *Service Manager* may give an instruction to the *Consultant* which changes the Scope or a Key Date. After Completion, an instruction is given only if it is necessary to Provide the Service. If information provided by the *Client* is found to be incorrect, the *Service Manager* gives an instruction correcting it.
  - 60.1 The following events are compensation events.
    - (1) The *Service Manager* gives an instruction changing the Scope except
      - a change made in order to accept a Defect or
      - a change to the Scope provided by the *Consultant* which is made
        - at the *Consultant's* request or
        - in order to comply with the Scope provided by the *Client*.
4. The Client reserves the right but is not obliged to issue any such instruction or compensation event for the optional RIBA Stage 3-6 services.

**Resolving and  
avoiding disputes**

The *Representatives* of the *Consultant* are  
**Redacted**

*Address for communications*

**Redacted**

*Address for electronic communications*

**Redacted**

**Redacted**

*Address for communications*

**Redacted**

*Address for electronic communications*

**Redacted**

The *Senior Representatives* of the *Consultant* are

**Redacted**

*Address for communications*

**Redacted**

*Address for electronic communications*

**Redacted**

**Redacted**

*Address for communications*

**Redacted**

*Address for electronic communications*

**Redacted**

Option X10  
Information  
modelling

Not used

If an *information  
execution plan* is to  
be identified in the  
Contract Data

The Information Execution Plan identified in the Contract Data is  
Pre-Contract BIM Execution Plan BR-DIO-XX-XX-SP-IM-000000-Pre  
Appt BEP Compliance against MODs Regt-XX-XX-XX dated 4  
November 2024 will be developed further during Stage 3

Option Y(UK)1  
Project bank  
account

Not used

Data for the  
Schedule of Cost  
Components (used  
only with Options A  
and C)

The *overhead percentages* for the cost of support people and office  
overhead are

location

*overhead percentage*

N/A

Data for the  
Schedule of Cost  
Components (used  
only with Option A)

The *people rates* are:

Category of person

Unit

Rate

Refer to Rates stated in the Resource Activity Schedule included within our Commercial Proposal “RAF Cranwell RIBA 0-2\_Pricing Schedule\_Ramboll.xlsx”

Our proposal is based on the current CPR RM6165 Lot 5 staff rates which we understand will be subject to uplift in October 2025 and any subsequent Compensation Events will attract uplifted staff rates.