Crown Commercial Service

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

CONSTRUCTION PROFESSIONAL services framework schedule 5

template call off agreement (INCORPORATING THE nec3 professional services SHORT contract APRIL 2013) AND contract data

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

**Date 22nd May 2023**

**FORM OF AGREEMENT**

**Incorporating the NEC3 Professional Services Short Contract April 2013**

**Between**

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

**And**

**AECOM LIMITED**

**For the provision of**

 **UK Strategic Command Establishment Management Plans**

**THIS AGREEMENT is made the 25th day of May 2023**

**PARTIES:**

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

2. **AECOM LIMITED,** which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No. **01846493)** whose registered office address is at **Aldgate Tower, 2 Leman Street, London, United Kingdom, E1 8FA**(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 *9th November 2022* the *Employer*, 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 *Employer’s* construction professional services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).]1
4. On the *9th January 2023* the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

The *Employer* 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 Services 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 NEC3 Professional Services Short Contract April 2013 together with the additional conditionsspecified in the Contract Data, which form this contract together with the documents referred to in it. References in the NEC3 Professional Services Short Contract April 2013 Edition 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 *services* 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 agreement 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  | Supplier | Buyer |
| Name | ***Redacted*** | ***Redacted*** |
| Title | ***Redacted*** | ***Redacted*** |
| Signature | ***Redacted*** | ***Redacted*** |
| Date | 25/05/23 | 26th May 2023 |

|  |
| --- |
| nec3 Professional Service |

Short Contract

|  |  |
| --- | --- |
| **A contract between**  | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) |
|  |  |
| **and** | AECOM Limited |
|  |  |
| **for** | UK Strategic Command Establishment Management Plans (UK and Cyprus) |

 **Contents**

Contract Forms

Contract Data

The *Consultant’s* Offer

Price List

Scope

|  |
| --- |
| Contract Data |

The *Client* is

|  |  |
| --- | --- |
| Name  | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) |
|  |  |
| Address | 23 Kingston Road, Sutton Coldfield, Birmingham, B75 7NY |
|  |  |
| Telephone | ***Redacted*** |
|  |  |
| E-mail address | ***Redacted*** |
| Contract Value (Limit of Liability) | £4,166,666.67 ex VAT |
|  |  |
| The *services* are | To complete Establishment Management Plans and other “additional services” as described in attachment 3 SOR, across MOD Estates: ***Redacted***, ***Redacted***, ***Redacted*** & ***Redacted***, ***Redacted***, ***Redacted***, ***Redacted*** and ***Redacted***&To complete Establishment Management Plans and other “additional services” as described in attachment 3 SOR, across MOD Cyprus Estates: ***Redacted***, ***Redacted***, ***Redacted***, ***Redacted*** and ***Redacted*** |
|  |  |
| The *starting date* is | 29th May 2023 |
|  |  |
| The *completion date* is | 28th May 2026 |
| Extension Period | This Contract can be extended by the Buyer for 2 periods of up to 12 months each, by giving the Supplier 3 months written notice before its expiry.  |
|  |  |
| The *delay damages* for late Completion 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 *Consultant* provides the following insurance cover |
| q |  |
| **Insurance against** | **Minimum amount of cover** | **Period following Completion or earlier termination** |
| Failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services.* | £10,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
| Death of or bodily injury to a person (not an employee of the *Consultant)* or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £5,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
| 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 | £10,000,000.00 in respect of each claim, without limit to the number of claims | From the starting date until Contract end date |
|  |

The *Client* provides the following insurance cover

|  |
| --- |
| **Only enter details here if *Client* is to provide insurance.** |

N/A

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |
| --- | --- |
| The *Consultant’s* total liability to the *Client* for matters for which insurance is provided is limited to | £10,000,000.00 |
|  |  |
| The *Consultant’s* total liability to the *Client* for other matters is limited to | £250,000.00 |
|  |  |
| The *tribunal* is: | Arbitration |
|  |  |
| If the *tribunal* is arbitration, the arbitration procedure is | London Court of International Arbitration Rules |
|  |  |
| The place where the arbitration is to be held is | London |
|  |  |
| The person who will choose the arbitrator if the Parties cannot agree is | Institution of Civil Engineers |
|  |  |

|  |
| --- |
| **Only include these statements if the *tribunal*****is arbitration.** |

The *conditions of contract* are the NEC Professional Services Short Contract (April 2013) and the following additional conditions.

|  |
| --- |
| **Only enter details here if additional conditions are required** |

**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

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

**22.** DEFCON 538 (Edn 06/02) - Severability

**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 Meetings

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

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

**35.** DEFCON 656B (Edn 08/16) - Termination for Convenience – £5m and Over

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

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

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

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

The Following DEFFORMS shall be used:

1. DEFFORM 539A - Tenderers Commercially Sensitive Information Form

|  |  |
| --- | --- |
| **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**does not apply |
|  |  |
| **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 Z52** | **Records, audit access and open book data**applies |
| **Option Z100** | **Data Protection**Applies  |
| **Option Z101** | **Cyber Essentials**applies |

**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

AECOM’s performance will be assessed against the tender commitments made under the following Model Award Criteria (MAC):

* **MAC 6.1 Tackling inequality in the contract workforce** in order to 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 AECOM 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.

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

The *Consultant* is

|  |  |
| --- | --- |
| Name  | AECOM Limited  |
|  |  |
| Address | Aldgate Tower, 2 Leman Street, London, United Kingdom, E1 8FA |
|  |  |
| Telephone | ***Redacted***  |
|  |  |
| E-mail address | ***Redacted***  |
|  |  |

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

|  |  |
| --- | --- |
| The name, job, qualifications and experience of the *Consultant’s key people*  are in | ***Redacted***  |
| The *staff rates* are |  |
|  | Person or job | Unit of measurement | rate |
|  | Staff rates to be as per Hourly Rates (by grade) within the Framework Agreement RM6165 Lot 5 dated 3 rd November 2021. The adjustment for inflation will be in accordance with the terms of the Framework Agreement RM6165 Lot 5 dated 3rd November 2021.  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | People not stated here are at open market rates or competitively tendered rates |  |  |
| The offered total of the Prices is | To be agreed but would be invoiced in accordance with the following Milestone/ Deliverable (apportionment to be agreed)  |

|  |
| --- |
| Price List |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM NUMBER** | **DESCRIPTION** | **UNIT** | **EXPECTED QUANTITY** | **RATE** | **PRICE** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
| **EXPENSES** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |
| **The total of the Prices is** | **To be agreed** |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Purpose of the *Service***
 |
| The MOD requires a number of individual Establishment Management Plans (EMP). An EMP is essential for the MOD to maintain a safe, secure and high-quality estate, buildings and infrastructure. It will be an integral part of planning how the military requirement will utilise and invest in the Establishment. This Description of the service section describes the Establishment(s) for which the EMP is required and the scope of the study requirement. The EMPs must be completed in a consistent manner so that the results can be compared across the Defence portfolio, thereby allowing strategic planning for military capability. The current STRATCOM EMP programme will be delivered initially over a three year period with an option of 2 x one year extensions. |
|  |
| 1. **Description of the *service***
 |
| ***Redacted***   |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Existing information**
 |
|  |
| ***Redacted*** |
|  |
| 1. **Specifications and standards**
 |
| ***Redacted***  |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Constraints** **on how the *Consultant* provides the Service**
 |
| ***Redacted***  |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Requirements for the programme**
 |
| ***Redacted***  |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Information and other things provided by the *Client***
 |

|  |  |
| --- | --- |
| **Item**  | **Date by which it will be provided** |
| **N/A** |  |
|  |  |
|  |  |
|  |  |
|  |  |