



# Professional Service Short Contract

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## Contract Data Forms

June 2017

(with amendments January 2019)

# Short Contract

**A contract between**

Defence Infrastructure Organisation (DIO)  
DIO Commercial  
Delancey Bldg Army HQ  
Marlborough Lines  
Andover  
SP11 8HT

**and**

Kier  
2<sup>nd</sup> Floor, Optimum House  
Clippers Quay  
Salford  
M50 3XP

**for**

ASP 1 Portal Pre-RIBA 3 Sprint

Contract Forms

Contract Data

The *Consultant's* Offer and *Client's* Acceptance

Price List

Scope

**Notes about the contract are printed in boxes like this one. They are not part of the contract.**

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name Defence Infrastructure Organisation (DIO)

Address for communications REDACTED, DIO Commercial, Delancey Bldg, Army HQ, Marlborough Lines, Andover, SP11 8HT

Address for electronic communications REDACTED

The *service* is The scope and services are defined in the attached Technical Statement of Requirement (TSOR)

The *starting date* is 22<sup>nd</sup> July 2024

The *completion date* is 20<sup>th</sup> September 2024

The *delay damages* are NOT USED per day

The *law of the contract* is English Law

The *period for reply* is 1 weeks

The *defects date* is Not applicable weeks after Completion

The *assessment day* is the of each month

Work ~~is/is not~~ to be carried out on a Cost Reimbursable (NEC4 PSC Option E) basis (delete as applicable)

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) ~~does/does not~~ apply (delete as applicable)

The *Adjudicator* is

Name London Court of International Arbitration

Address for communications LCIA, 1 Paternoster Lane, London, EC4M 7BQ

Address for electronic communications enquiries@lcia.org

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is  % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

The *Client* provides this insurance

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

Insurance is to be managed as per NEC4 PSC Clause 83.

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£REDACTED in the aggregate in respect of each claim, without limit to the number of claims	12 months
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service.	in respect of each event, without limit to the number of events	12 months
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	in respect of each event, without limit to the number of events	12 months

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

the Total of the Prices

The *Adjudicator nominating body* is

Chartered Institute of Arbitrators

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

Construction Industry Model Arbitration Rules 1998 (CIMAR 1998)

# Contract Data

## The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019) and the following additional conditions

**Only enter details here if additional conditions are required.**

### MoD DEFCON Requirements

1. DEFCON 5J (Edn 18/11/16) - Unique Identifiers
2. DEFCON 76 (Edn 11/22) - Contractor's Personnel at Government Establishments
3. DEFCON 90 (Edn 06/21) - Copyright
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 528 (Edn 07/21) – Import & Export Licences
16. DEFCON 529 (Edn 09/97) - Law (English)
17. DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)
18. DEFCON 531 (Edn 09/21) – Disclosure of Information
19. DEFCON 532B (Edn 12/22) - Protection of Personal Data (Where personal Data is being Processed on behalf of the Authority)
20. 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 605 (Edn 06/14) - Financial Reports
27. DEFCON 620 (Edn 06/22) - Contract Change Control Procedure
28. DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions
29. DEFCON 647 (Edn 05/21) - Financial Management Information
30. DEFCON 658 (Edn 10/22) - Cyber
31. DEFCON 659A (Edn 09/21) - Security Measures
32. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
33. DEFCON 670 (Edn 02/17) - Tax Compliance
34. DEFCON 671 (Edn 10/22) - Plastic Packaging Tax
35. DEFCON 687B (06/21) - Provision of a Shared Data Environment
36. DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority
37. DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting in the Authority
38. **DEFFORM** 532 (Edtn 10/19) - Personal Data Particulars (See Defcon 532B above).
39. **DEFFORM** 094 (Edtn 12/20) – Confidentiality Agreement

# Contract Data

## The *Consultant's* Contract Data

The *Consultant* is

Name Kier Construction Limited trading as Kier Construction Strategic Projects

Address for communications 6 Cavendish Place, Marylebone, London, W1G 0QA

Address for electronic communications REDACTED

The *fee percentage* is REDACTED %

The *people rates* are

category of person	unit	rate
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Rates are in accordance with KIER_DEOP_Project Portal_Sprint Proposal_22.07.24	
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If the work is to be carried out on a time change basis the *Consultant* includes *people rates* for its own people and people provided by a subcontractor

The *key persons* are

Name (1)	REDACTED
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Job	REDACTED
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Responsibilities	REDACTED
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Qualifications	REDACTED
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Experience	REDACTED
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Name (2)	REDACTED
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Job	REDACTED
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Responsibilities

REDACTED

Qualifications

REDACTED

Experience

REDACTED

## The *Consultant's* Offer and *Client's* Acceptance

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 Prices is

REDACTED

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'

Signed on behalf of the *Consultant*

Name REDACTED

Position REDACTED

Signature

Date 22<sup>nd</sup> July 2024

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name REDACTED

Position REDACTED

Signature

Date



# Price List

Entries in the first four columns are made either by the *Client* or the tenderer

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.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
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## EXPENSES


The method and rules used to compile the Price List are

# Scope

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.

Since the approval of the ASP1 Portal Outline Business Case the Programme undertook a RIBA2 Assessment Study Addendum, which has identified significant changes impacting programme cost and duration. In order to provide the levels of certainty required by NEC4 contracts and the Strategic Alliance commercial model, a discrete activity is required to review these changes prior to going forward to the Contract Permissioning Group (CPG) for approval to award the Engineering Construction Contract.

## 2 Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

The requirement is as per the TSOR appended to this Contract.

# Scope

## 3 Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.

Details of required updates to existing documentation are detailed within the TSOR appended to this contract.

## 4 Specifications and standards

List the specifications and standards that apply to the contract.

See standards and specifications listed in TSOR appended to this Contract.

# Scope

## 5 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*.**

The requirement is detailed within the TSOR appended to this Contract, and the timing of the required works is detailed within the schedule enclosed within the TSOR.

# Scope

## 6 Requirements for the programme

**State whether a programme is required and, if it is, state 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.**

A revised programme is required, details of this requirement are stated within the TSOR appended to this Contract.

# Scope

## 7 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.

Information and other things to be provided by the Client are stated within the TSOR appended to this Contract.