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 5th August 2022**

**FORM OF AGREEMENT**

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

**Contract Number: 704666450**

**Between**

**Aecom Limited**

**And**

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

**For the provision of**

**Uk Strategic Command Overseas Establishment Management Plans**

**THIS AGREEMENT is made the 1st day of September 2022**

**PARTIES:**

1.**Defence Infrastucture Organisation** acting as part of the Secretary of State (the "***Employer***"); and

2.Aecom Limitedwhich 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 RM6165 which is dated 03 November 2021. In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. On the *18th August 2022* the *Consultant* submitted a tender response and was subsequently selected by the *Employer* to provide the *services*.
4. 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 Call Off Contract 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 | Commercial Director | Senior Commercial Officer |
| Signature | ***Redacted*** | ***Redacted*** |
| Date | 13th September 2022 | 1st September 2022 |

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

Short Contract

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

**Contents**

Contract Forms

Contract Data

The *Consultant’s* Offer

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* is

|  |  |  |
| --- | --- | --- |
| Name | The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO) | |
|  |  | |
| Address | 23 Kingston Road, Sutton Coldfield, Birmingham, B75 7NY | |
|  |
|  |  | |
| E-mail address | Paula.Banthorpe625@mod.gov.uk | |
|  |  | |
| The *services* are | To complete Establishment Management Plans across MOD Estates: Ascension, Gibraltar, Falklands and Oman. | |
|  |  | |
| The *starting date* is | 10th September 2022 | |
|  |  | |
| The *completion date* is | 13th October 2023 | |
|  |
| *Extension Period* | This Call Off Contract can be extended by the Employer for 1 period of up to 5 months by giving the Supplier **1 month** 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 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 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 | £10,000,00 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

|  |  |
| --- | --- |
| The *Consultant’s* total liability to the *Client* for matters for which insurance is provided is limited to | £10,000,000 |
|  |  |
| The *Consultant’s* total liability to the *Client* for other matters is limited to |  |
|  |  |
| 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** |

**AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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

**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 05/18) - Corrupt Gifts and Payments of Commission

**14.** DEFCON 522 (Edn 11/17) - Payment and Recovery of Sums Dues

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

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

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

**18.** DEFCON 531 (Edn 11/14) - Disclosure of Information

**19.** DEFCON 532A (Edn 04/20) - Protection of Personal Data

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

**21.** DEFCON 537 (Edn 06/02) - Rights of Third Parties

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

**23.** DEFCON 539 (Edn 08/13) - Transparency

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

**25.** DEFCON 566 (Edn 110/21) - 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 08/18) - Contractor’s Records

**30.** DEFCON 620 (Edn 05/17) - Contract Change Control Procedure

**31.** DEFCON 632 (Edn 06/21) - Third Party Intellectual Property – Rights & Restrictions

**32.** DEFCON 642 (Edn 06/14) - Progress Meetings

**33.** DEFCON 658 (Edn 10/17) - 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 07/18 - 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:

2. 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 |

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|  |
| --- |
| 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 | **Name:** ***Redacted***  **Job:** ***Redacted***  **Responsibilities**: ***Redacted***  **Qualifications**: ***Redacted***  **Experience:**  ***Redacted***  **Name:** ***Redacted***  **Job:** ***Redacted***  **Responsibilities:** ***Redacted***  **Qualifications:** ***Redacted***  **Experience:** ***Redacted***  **Name:** ***Redacted***  **Job:** ***Redacted***  **Responsibilities:** ***Redacted***  **Qualifications:** ***Redacted***  **Experience:** ***Redacted***  **Name:** ***Redacted***  **Job:** ***Redacted***  **Responsibilities:** ***Redacted***  **Experience:** ***Redacted*** | | |
| The *staff rates* are |  | | |
|  | Person or job | Unit of measurement | rate |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | People not stated here are at open market rates or competitively tendered rates |  |  |
| The offered total of the Prices is | £1,561,968.44 ex VAT (One million, five hundred and sixty one thousand, nine hundred and sixty eight pounds and forty four pence) | | |

|  |
| --- |
| **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. **Entries in the first four columns are made either by the *Client* or the tenderer.** 2. **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.**  1. **Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.**   **Delete or strike through unused rows.** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
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| ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
|  | ***Redacted*** |  |  |  | ***Redacted*** |
|  | | | |  | |
| **The total of the Prices is** | | | | **£1,561,968.44 ex VAT** | |

1. Note that the cost of communications and data for Falkland Islands and Ascension is excluded from the expenses and will be recovered at cost (as agreed with the DIO PM)

***Redacted***

|  |
| --- |
| 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.** |
|  |
| Please refer to:   * RM6165 Attachment 3 – Statement of Requirements – Overseas – DIO EMP SoR\_Final.docx * RM6165 Attachment 3 – Statement of Requirements Annex B EMP Guidance – V4.0 -Final.doc.x * 202110119 RM6165 Attachment 3 – Statement of Requiremens Annex C EMP Report Template – V4.0.docx * 20220303\_Annex\_D\_EMP\_Net\_Zero\_Surveys\_SOR.docx |
|  |
| 1. **Description of the *service*** |
| **Give a complete and precise description of what the *Consultant* is required to do.**  **If items of work have to be provided by a stated date, include a table describing the works and stating the date when it is to be provided.** |
|  |
| Please refer to:   * RM6165 Attachment 3 – Statement of Requirements – Overseas – DIO EMP SoR\_Final.docx * RM6165 Attachment 3 – Statement of Requirements Annex B EMP Guidance – V4.0 -Final.doc.x * 202110119 RM6165 Attachment 3 – Statement of Requiremens Annex C EMP Report Template – V4.0.docx * 20220303\_Annex\_D\_EMP\_Net\_Zero\_Surveys\_SOR.docx |

|  |
| --- |
| Scope |

|  |
| --- |
| 1. **Existing information** |
|  |
| **List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop** |
|  |
| Please refer to:   * RM6165 Attachment 3 – Statement of Requirements – Overseas – DIO EMP SoR\_Final.docx * RM6165 Attachment 3 – Statement of Requirements Annex B EMP Guidance – V4.0 -Final.doc.x * 202110119 RM6165 Attachment 3 – Statement of Requiremens Annex C EMP Report Template – V4.0.docx * 20220303\_Annex\_D\_EMP\_Net\_Zero\_Surveys\_SOR.docx |
|  |
| 1. **Specifications and standards** |
| **List the specifications and standards that apply to the contract.** |
|  |
| N/A |

|  |
| --- |
| 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.***  **Set out any requirements for a quality management system.**  **Include a dispute resolution procedure if required.** |
|  |
| Any issues or disputes please contact the Strategy & Planning team on:  ***Redacted*** |

|  |
| --- |
| 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:   * RM6165 Attachment 3 – Statement of Requirements – Overseas – DIO EMP SoR\_Final.docx * RM6165 Attachment 3 – Statement of Requirements Annex B EMP Guidance – V4.0 -Final.doc.x * 202110119 RM6165 Attachment 3 – Statement of Requiremens Annex C EMP Report Template – V4.0.docx * 20220303\_Annex\_D\_EMP\_Net\_Zero\_Surveys\_SOR.docx |

|  |
| --- |
| 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.**  **N/A** |

|  |  |
| --- | --- |
| **Item** | **Date by which it will be provided** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |