

Short Contract

A contract between

UK Research and Innovation

and

TBC

for

FM20094 – Building Energy Management System (BEMS) Maintenance, Inspection and Testing at:
Science and Technology Facilities Council. Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX11 0QX, Chilbolton Observatory, Drove Rd, Chilbolton Nr Stockbridge, Hampshire SO20 6BJ, The Coseners House, 15-16 Abbey Close, Abingdon, OX14 3JD

Contract Forms

Contract Data

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

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

If the *Client* appoints a *Client's Agent*, the *Client's Agent* is

Name

Address for communications

Address for electronic communications

The authority of the *Client's Agent* is

The *service* is

The *starting date* is

The *service period* is months

The *period for reply* is weeks

The *assessment day* is the of each month

Are the rates and Prices in the contract adjusted for inflation? **Yes**

If yes the *index* is provided by

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not apply**

Contract Data

The *Client's* Contract Data

The *Adjudicator* is

Name

RICS

Address for communications

RICS Contact Centre
Survey Court
Westwood Way
Coventry
CV4 8JE

Address for electronic
communications

Contactrics@rics.org

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

For any one event, the liability of the
Contractor to the *Client* for loss of or
damage to the *Client's* property is
limited to

£5,000,000.00

The *Client* provides this
insurance

No Insurance provided by the Client

The minimum amount of cover for the
second insurance stated in the
Insurance Table is, for any one event

£5,000,000.00

The minimum amount of cover for the
third insurance stated in the
Insurance Table is, for any one event

£5,000,000.00

The *Adjudicator nominating body* is

Royal Institute of Chartered Surveyors

The *tribunal* is

Arbitration

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

RICS Procedure

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017 and the following additional conditions

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Contractor shall provide all assistance to enable the Client and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Client.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the Client.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Contract and all the sourcing documents issued by the Client will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- (i) contravene a binding confidentiality undertaking that protects information which the Client, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015 as amended; or
- (iii) in the reasonable opinion of the Client be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in (i), (ii), (iii) apply the Contractor consents to the Contract or sourcing documents being redacted by the Client to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression "sourcing documents" means the advertisement issued by the Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

The *Client's* Contract Data

Clause 3

Termination

The Client may terminate the Contract by written notice to the Contractor in any of the following circumstances:

- (i) Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015(as amended) ("PCR 2015");
- (ii) Where it considers that the Contractor has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the Client seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Client considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The Client shall not incur any liability to the Contractor by reason of such termination and shall not be required to pay any costs, losses or damage to the Contractor. Termination under this clause shall be without prejudice to any other rights of the Client.

The Client shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice the Client may direct the Contractor to perform all or any of the work under the Contract. Where the Client has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

Clause 4

Payment to other parties

The Contractor shall ensure, pursuant to obligations imposed on the Client under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Contractor to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i), (ii) and (iii) of this Clause 4, subject to suitable amendment to reflect the identities of the relevant parties.

Contract Data

The *Client's* Contract Data

For the avoidance of doubt, in any situations that the Client is making payments to the Contractor without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Contractor to its subcontractors or supply chain.

Clause 5

Sub-contractors

The Client may (without cost to or liability of the Client require the Contractor to replace any subcontractor where in the reasonable opinion of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015(as amended) apply to the subcontractor.

Clause 6

Modern Slavery Act 2015

The Contractor shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice;

warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

shall not use, or allow its Subcontractors to use, child or slave labour;

shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Client without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

Contract Data

The *Client's* Contract Data

The Contractor agrees that during any term or extension it shall complete and return a slavery and trafficking report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

The Client reserve the right to audit any and all slavery and trafficking reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.

The Client requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act.

The Contractor shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the commencement of the Contract

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Contractors cost to do so and will not be reimbursable.

The *Client's* Contract Data

Clause 7

Taxation obligations of the Contractor

The relationship between Client and the Contractor shall be that of "independent contractor" which means that the Contractor is not a Client employee, worker, agent or partner, and the Contractor shall not give the impression that they are.

As this is not an employment Contract, the Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Contractor in respect of consideration received under this Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Client may, at any time during the term, completion extension or post termination of this Contract, request the Contractor to provide information which demonstrates how the Contractor complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which the Contractor shall provide and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Client terminating the Contract.

Any obligation by the Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Contractor's obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

The Client may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If the Client has to pay any such obligations owed by the Contractor under Clauses (1) and (2) then the Contractor shall pay back to the Client in full, any money that the Client has to pay, and the Contractor shall also pay back the Client for any fine or compensate the Client for any other punishment imposed on the Client because the tax or national insurance due was not paid by the Contractor.

Contract Data

The *Client's* Contract Data

Clause 8

General Data Protection Regulations (GDPR)

As part of this Contract the Employer reserves the right to retain the following information:

Description	Details
Subject matter of the processing	Company name and address, employee names and works telephone numbers and email addresses.
Duration of the processing	Processing will take place from the Commencement of the Contract until the 28 TH February 2024
Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data Processing takes place for the purposes of accounting for contractors on site.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Client and the Contractor as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Client and the Contractor involved in managing the Contract.
Categories of Data Subject	Staff of the Client and the Contractor, including where those employees are named within the Contract itself or involved within the Contract management.
Plan for return and destruction of the data once the processing is complete.	The Personal Data will be retained by the Employer for a period of twenty-four months, following which the Employer will certify to the Contractor that it has deleted.

Clause 9

Assignment and Subcontracting

The Client or UK SBS acting as an agent on behalf of the Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client or UK SBS, acting as an agent on behalf of the Client.

The Client or UK SBS acting as an agent on behalf of the Client may (without cost to or liability of the Client or UK SBS) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client or UK SBS acting as an agent on behalf of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractor

Contract Data

The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is % (state plus or minus)

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

The *Contractor* 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
for part of the *service* in Part 1
of the Price List is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE

The total of the Prices

The method and rules used to compile the Price List are

To be completed on contract award in alignment with the prices submitted by the bidders in response to AW5.2

Scope

1 Description of the *service*

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

2 Specifications

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

3 Constraints on how the *Contractor* Provides the Service

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

4 Requirements for the plan

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

5 Services and other things provided by the *Client*

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

6 Property affected by the service

Please refer to FM20094 Request for Proposal tender documentation and all supporting Appendices for full details of this project.