

# Short Contract

A contract between UK Research and Innovation, Polaris House, Swindon, SN2  
1FF

and TBC

for FM19011 Specialist Mechanical Services at LMB and ARES

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

# Contract Data

The *Employer* is

Name UK Research and Innovation  
Address Polaris House, Swindon, SN2 1FF  
Telephone TBC  
E-mail address TBC

Name If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is  
Address N/A  
Telephone  
E-mail address

The authority of the *Employer's Agent* is

The *service* is FM19011 Specialist Mechanical Services at LMB and ARES  
The *starting date* is 1<sup>st</sup> January 2020  
The *service period* is 36 with the option to extend for a further 12 months.  
+12  
The *period for reply* is 1 weeks.  
The *assessment day* is the 1<sup>st</sup> of each month.

Does the United Kingdom Housing Grants, Construction and  
Regeneration Act (1996) apply? No

# Contract Data

The *Adjudicator* is

Name Royal Institute of Chartered Surveyors  
Address 12 Great George Street, London, SW1P 3AD  
Telephone TBC  
E-mail address TBC

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

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £10,000,000 for any one event.

The *Employer* provides this  
insurance N/A

The minimum amount of cover for the first insurance stated in the  
Insurance Table is £10,000,000 (loss or damage to property)

The minimum amount of cover for the third insurance stated in the  
Insurance Table is £10,000,000 (liability for loss or damage to property except employers)

The minimum amount of cover for the fourth insurance stated in the  
Insurance Table is £10,000,000 (liability for death or bodily injury to contractors employees)

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

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 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 Employer 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 Employer.

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

## **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 Contract and the sourcing documents issued by the Employer which led to its creation will be published by the Employer on a designated web site.

The entire Contract and all the sourcing documents issued by the Employer 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 Employer, 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; or
- (iii) in the reasonable opinion of the Employer 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 Employer to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

## **Clause 3**

### **Termination**

The Employer 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 Employer seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Employer 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 Employer 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 Employer.

## **Clause 4**

### **Payment to other parties**

The Contractor shall ensure, pursuant to 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.

## **Clause 5**

### **Sub-contractors**

The Employer may (without cost to or liability of the Employer) require the Contractor to replace any subcontractor where in the reasonable opinion of the Employer 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 agrees that during any term or extension it shall complete and return a 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

Employer reserves the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer 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 above Act.

The Contractor shall complete and return the 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 suppliers cost to do so and will not be reimbursable.

## **Clause 7**

### **Taxation obligations of the Contractor**

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

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

- (1) Contractor in respect of consideration received under this Contract, 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 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) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how 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 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 Employer terminating the Contract.

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

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

## **Clause 8**

### **Assignment and Subcontracting**

The Employer or UK SBS acting as an agent on behalf of the Employer 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 Supplier 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 Employer or UK SBS, acting as an agent on behalf of the Employer.

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

# The Contractor's Offer

The Contractor is

Name .....

Address .....

.....

Telephone .....

E-mail address .....

The percentage for overheads and profit added to the Defined Cost for people is ..... %.

The percentage for overheads and profit added to other Defined Cost is ..... %.

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

The offered total of the Prices for .....  
part of the service in Part 1 of the  
Price List is

The offered total of the Prices for .....  
part of the service in Part 2 of the  
Price List is

Signed on behalf of the Contractor

Name .....

Position .....

Signature ..... Date .....

# The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Employer

Name .....

Position .....

Signature ..... Date .....

# Price List

As per the specification and supporting appendices advertised FM19011 including the pricing schedule to be submitted as part of the tender process.

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 for Part 1	<input type="text"/>

**PART 2**

Item number	Description	Unit	Quantity	Rate	Price	
					The total of the Prices for Part 2	<input type="text"/>

# Service Information

## 1 Description of the *service*

As per the specification and supporting appendices advertised FM19011

### KPIs

The Contractor warrants that the specification as described shall be met through the delivery of the contract. In order to assist in the monitoring of contractor performance against the contract specification, the following “key performance indicators” (KPIs) will be objectively measured by the Client to provide an ongoing assessment of contract delivery. **The client will initiate a contract review meeting if he has concerns about KPI's not being met. Failure to meet these KPI's could potentially lead to the termination of the contract.**

- a) Service visits conducted will match the frequency specified as detailed in 4 above
- b) Forward programme of attendance and maintenance activities to be undertaken for agreement in advance of first site visit.
- c) Comprehensive Service visit reports including location information, serial & model numbers etc to be sent in PDF format to MRC within 2 workings days of site visit
- d) Service visits to be confirmed with MRC 7 days in advance before engineers attend
- e) RAM's to be sent 24 hours before site visit (unless previously supplied RAM's are applicable)
- f) It is the service contractor's responsibility to ensure that engineers that are sent to the MRC sites (after the initial site familiarisation has been undertaken) are familiar with the sites, so there needs to be a handover if staff are leaving etc
- g) SLA response times as stated in 9 above
- h) The site (area where has been undertaken) to be left clean and tidy

- i) Emergency attendance to be discussed if necessary. Timescales (4 hours, 24 hours) also response time to rectifying problems not solved or that quickly reoccur.
- j) Engineer to report to Estates & Facilities Services Coordinator (for LMB) before starting and leaving site. Working hours 08.00 to 16.00
- k) 12-month warranty/guarantee of work carried out and parts
- l) Transparent quote for remedial / reactive works in relation to any identified faults /failures to be provided within 5 working days.

## 2 Specifications

As per the specification and supporting appendices advertised FM19011

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# Service Information

## 3 Constraints on how the *Contractor* Provides the Service

As per the specification and supporting appendices advertised FM19011

## 4 Requirements for the plan

As per the specification and supporting appendices advertised FM19011

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# Service Information

## 5 Services and other things provided by the *Employer*

As per the specification and supporting appendices advertised FM19011

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# Service Information

## 6 Property affected by the *service*

As per the specification and supporting appendices advertised FM19011

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