

# Short Contract

**A contract between**

UK Research and Innovation (UKRI) – Science and Technology  
Facilities Council (STFC)

**and**

TBC

**for**

CON20003 - R9 Gas Detector Laboratory Relocation at  
Rutherford Appleton Laboratory

Contract Forms

Contract Data

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

Price List

Scope

Site Information

# Contract Data

## The *Client's* Contract Data

### The *Client* is

Name	UK Research and Innovation (UKRI)
Address for communications	Polaris House, North Star Avenue, Swindon SN2 1FL
Address for electronic communications	<a href="mailto:FMPProcurement@uksbs.co.uk">FMPProcurement@uksbs.co.uk</a>
The <i>works</i> are	CON20003 - R9 Gas Detector Laboratory Relocation at Rutherford Appleton Laboratory
The <i>site</i> is	Science and Technology Facilities Council, Rutherford Appleton Laboratory, Harwell Campus, OX11 0QX
The <i>starting date</i> is	29 <sup>th</sup> June 2020
The <i>completion date</i> is	28 <sup>th</sup> August 2020
The <i>delay damages</i> are	£50 per day
The <i>period for reply</i> is	2 weeks
The <i>defects date</i> is	26 weeks after Completion
The <i>defect correction period</i> is	4 weeks
The <i>assessment day</i> is the	28 <sup>th</sup> of each month
The <i>retention</i> is	5%

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

### The *Adjudicator* is

Name	RICS: Royal Institution of Chartered Surveyors
Address for communications	12 Great George Street (Parliament Square), London, SW1P 3AD
Address for electronic communications	<a href="mailto:Contractrics@rics.org">Contractrics@rics.org</a>

# Contract Data

## The *Client's* Contract Data

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

The *Client* provides this insurance

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

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

The *Adjudicator nominating body* is

The *tribunal* is

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

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

# Contract Data

## The *Client's* Contract Data

### **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.

### **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;

## The *Client's* Contract Data

- (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.

### **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.

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.

# Contract Data

## The *Client's* Contract Data

### **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.

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 organization

# Contract Data

## The *Client's* Contract Data

The Client reserves 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.

### **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.

# Contract Data

## The *Client's* Contract Data

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.

### **Clause 8**

#### **Assignment and Subcontracting**

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.

### **Clause 9**

#### **Security Classification**

The security classification for this project is UK Official-Sensitive. The Contractor shall comply with the latest version of HM Government document Government Security Classifications.

### **Clause 11**

#### **Admittance to Site**

- (1) The Contractor submits to the Project Manager details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the Project Manager.
- (2) The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted to the Site.
- (3) Employees of the Contractor and its Subcontractors are to carry a Client's pass and comply with all conduct requirements from the Client whilst they are on the parts of the Site identified in the Scope.
- (4) The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. On acceptance, the Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the person no longer requires access to that part of the Site or after the Project Manager has given notice that the person is not to be admitted to the Site.

## The *Client's* Contract Data

- The Contractor does not take photographs of the Site or of work carried out in connection with the works unless it has obtained the acceptance of the Project Manager.
- The Contractor takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

### **Clause 11**

#### **Pretention of fraud and bribery**

- (1) The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date:
  - committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
  - been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- (2) During the carrying out of the works the Contractor does not:
  - commit a Prohibited Act and
  - do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (3) In Providing the Works the Contractor:
  - establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
  - keeps appropriate records of its compliance with this contract and make such records available to the Client on request and
  - provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Contractor's people or any person acting on the Contractor's behalf from committing a Prohibited Act.
- (4) The Contractor immediately notifies the Client in writing if it becomes aware of any breach of clause 1, or has reason to believe that it has or any of its people or Subcontractors have:
  - been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
  - been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
  - received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

# Contract Data

## The *Client's* Contract Data

- (5) If the Contractor makes a notification to the Client pursuant to clause 4, the Contractor responds promptly to the Client's enquiries, co-operates with any investigation, and allows the Client to audit any books, records and/or any other relevant documentation in accordance with this contract.
- (6) If the Contractor breaches Clause 3, the Client may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor's breach.

# 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
N/A		

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 Works 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

TBC

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

# Price List

TBC

The total of the Prices

TBC

# Scope

## 1 Description of the *works*

As detailed within CON20003 Invitation to Quote and Supporting Appendices.

## 2 Drawings

As detailed within CON20003 Invitation to Quote and Supporting Appendices.

## 3 Specifications

As detailed within CON20003 Invitation to Quote and Supporting Appendices.

## 4 Constraints on how the Contractor Provides the Works

As detailed within CON20003 Invitation to Quote and Supporting Appendices.

## 5 Requirements for the programme

As detailed within CON20003 Invitation to Quote and Supporting Appendices.

## 6 Services and other things provided by the *Client*

As detailed within CON20003 Invitation to Quote and Supporting Appendices.