

Short Contract

A contract between

UK Research and Innovation (UKRI)
Polaris House
North Star Avenue
Swindon
SN2 1FL

and

TBC

for

FM20214 – Fire Safety Equipment Maintenance

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 UK Research and Innovation (UKRI)

Address for communications
Polaris House,
North Star Avenue,
Swindon,
SN2 1FL

Address for electronic
communications TBC

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

Name N/A

Address for communications N/A

Address for electronic
communications N/A

The authority of the *Client's Agent* is

N/A

The *service* is FM20214 – Fire Safety Equipment Maintenance

The *starting date* is Thursday 16th December 2020

The *service period* is 24 months + 12 months

The *period for reply* is 2 weeks

The *assessment day* is the 30th of each month

Are the rates and Prices in the contract adjusted for inflation? **No**

If yes the *index* is N/A provided by N/A

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 0.5 % 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

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

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

£5,000,000

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.

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;

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- (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 subcontractors 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 subcontractors 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 subcontractors 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

Subcontractors

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 Subcontractor to use, forced, bonded or involuntary prison labour.

The *Contractor* 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.

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The *Client's* Contract Data

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

The *Contractor* 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.

The *Contractor* 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.

The *Contractor* 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.

The *Contractor* 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.

The *Contractor* 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.

The *Contractor* shall not use, or allow its Subcontractors to use, child or slave labour.

The *Contractor* 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 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.

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The *Client's* Contract Data

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.

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 *Contractors* 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*.

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Clause 8

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

TBC

Address for communications

Address for electronic
communications

The *fee percentage* is

%

The *people rates* are

category of person

unit

rate

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 FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

2 Specifications

Please refer to FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

3 Constraints on how the *Contractor* Provides the Service

Please refer to FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

4 Requirements for the plan

Please refer to FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

5 Services and other things provided by the *Client*

Please refer to FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

6 Property affected by the service

Please refer to FM20214 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.