

Short Contract

A contract between

Environtec Ltd

and

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

for

UKRI-3276 – Asbestos Management Surveying and Analytical
Services at Rutherford Appleton Laboratory (RAL) and Associated
Sites

Contract Forms

Contract Data

The *Consultant's Offer* and the *Client's Acceptance*

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's* Contract Data

The *Client* is

Name UK Research and Innovation (UKRI) - STFC

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

Address for electronic communications STFCProcurement@ukri.org

The *service* is UKRI-3276 – Asbestos Management Surveying and Analytical Services at Rutherford Appleton Laboratory (RAL) and Associated Sites

The *starting date* is 16/03/2024

The *completion date* is 15/03/2028

The *delay damages* are per day

The *law of the contract* is United Kingdom

The *period for reply* is Two (2) weeks

The *defects date* is Six (6) weeks after Completion

The *assessment day* is the Last weekday of each month

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

The *Adjudicator* is

Name The Royal Institute of Chartered Surveyors (RICS)

Address for communications 12 Great George Street, London, SW1P 3AD

Address for electronic communications contactrics@rics.org

Contract Data

The *Client's* Contract Data

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

Not Applicable

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£3,000,000 in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£10,000,000 in respect of each event, without limit to the number of events	6 months
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£10,000,000 in respect of each event, without limit to the number of events	6 months
The <i>Consultant's</i> total liability to the <i>Client</i> which arises under or in connection with the contract is limited to	<input type="text" value="£10,000,000"/>	
The <i>Adjudicator nominating body</i> is	<input type="text" value="The President of the the Royal Institute of Chartered Surveyors (RICS)"/>	
The <i>tribunal</i> is	<input type="text" value="arbitration"/>	
If the <i>tribunal</i> is arbitration, the arbitration procedure is	<input type="text" value="The Construction Industry Model Arbitration Rules 1998 or any amendments or modifications to it in force when the arbitrator is appointed."/>	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Only enter details here if additional conditions are required.

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.

Modern Slavery Act 2015

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

The Contractor shall not require any Contractor 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.

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 121700. 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.

- (i) Impact assessments undertaken
- (ii) Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- (iii) Evidence of stakeholder engagement
- (iv) Evidence of ongoing awareness training
- (v) Business-level grievance mechanisms in place to address modern slavery
- (vi) 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.

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.

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.

Contract Data

The *Consultant's* Contract Data

The *Consultant* 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"/>

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people and people provided by a subcontractor

The *key persons* are

Name (1)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>
Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

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

The *Consultant* 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 is

Not Applicable

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'

Signed on behalf of the *Consultant*

FOIA Section 40 Personal Information

Pe

Sig

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

Signed on behalf of the *Client*

FOIA Section 40 Personal Information

Price List

The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected.

If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List.

If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made either by the Client or the tenderer.

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.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

FOIA Section 43 Commercial

Air Monitoring

- i. Mon-Fri 07.30 - 17.30 Half Day attendance (Max 4 Hours)
- ii. Mon-Fri 07.30 – 17.30 Full Day attendance (Max 8 Hours)
- iii. Additional Hours if over and above the 8 hours

- iv. Mon-Fri 17.30 – 07.30 Half night attendance (Max 4 Hours)
- v. Mon-Fri 17.30 – 07.30 Full night attendance (Max 8 Hours)
- vi. Additional Hours if over and above the 8 hours

- vii. Weekend 07.30 – 17.30 Half Day attendance (Max 4 Hours)
- viii. Weekend 07.30 – 17.30 Full Day attendance (Max 8 Hours)
- ix. Additional Hours if over and above the 8 hours
- x.
- xi. Weekend 17.30 – 07.30 Half night attendance (Max 4 Hours)
- xii. Weekend 17.30 – 07.30 Full night attendance (Max 8 Hours)
- xiii. Additional Hours if over and above the 8 hours

- xiv. Bank Holiday rates

Surveying

- i. Surveying Rates
Management or Refurb/Demo
Inclusive of samples and Report
Approximate cost depending on building.

- ii. Re-inspections will be priced on an individual basis
according to size

The volume/frequency of spend is not guaranteed through this contract and has a maximum total spend of up to £500,000.00 GBP excluding VAT.

Scope

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.

The Science and Technology Facilities Council, STFC, hereinafter referred to as "the Client," invites you to submit a tender for the execution of a Contract to provide Asbestos Consultancy Services (including surveying and analytical), in accordance with the Specification and additional terms and conditions specified.

The services cover Asbestos Surveying and Analytical services in accordance with Control of Asbestos Regulations 2012, and relevant HSE guidance, at the Rutherford Appleton Laboratory (RAL), Harwell Oxford, Didcot, Oxfordshire, the associated Conference Centre (The Cosener's House) at Abingdon, and occasional services at Chilbolton Observatory, Chilbolton, near Stockbridge, Hampshire.

The Client wishes to appoint one Consultant for an initial period of 4 years effective from 16th March 2024 to 15th March 2028.

2 Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

As detailed in the Annex A, Specification.

Scope

3 Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.

As detailed in the Annex A, Specification.

4 Specifications and standards

List the specifications and standards that apply to the contract.

As detailed in the Annex A, Specification.

Scope

5 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*.

As detailed in the Annex A, Specification.

Scope

6 Requirements for the programme

State whether a programme is required and, if it is, state 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.

As detailed in the Annex A, Specification.

Scope

7 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.

ITEM	DATE BY WHICH IT WILL BE PROVIDED