



Professional Service Short Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Short Contract

A contract between

UK Research and Innovation

and

CPC Project Services LLP

for

UKRI-2234 Project Management Services for the NSTF
Construction

Contract Forms

Contract Data

The *Consultant'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), Science and Technology Facilities Council (STFC)

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

Address for electronic communications FOIA Section 40

The *service* is Project Management for the National Satellite Test Facility (NSTF)

The *starting date* is 1st July 2022

The *completion date* is 30th November 2022 with the option for an additional 4 months, subject to review in October 2022 and agreement by both parties.

The *delay damages* are £0 per day

The *law of the contract* is English

The *period for reply* is 4 weeks

The *defects date* is 52 weeks after Completion

The *assessment day* is the 1st of each month

Work **is** to be carried out on a time charge basis (delete as applicable)

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* is

Name The Royal Institution 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.

The *Client* provides this insurance

No insurance provided by the Client

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> .	£5 million in respect of each claim, without limit to the number of claims	6
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.	£5 million in respect of each event, without limit to the number of events	6
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	£5 million in respect of each event, without limit to the number of events	6

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

£5 million

The *Adjudicator nominating body* is

Royal Institution of Chartered Surveyors (RICS)

The *tribunal* is

Adjudication

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

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019) and the following additional conditions

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Consultant 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 Consultant 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 Consultant 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 Consultant;
- 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant by reason of such termination and shall not be required to pay any costs, losses or damage to the Consultant. Termination under this clause shall be without prejudice to any other rights of the Client.

Termination

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 Consultant in each case by giving to the Consultant reasonable written notice. During the period of notice the Client may direct the Consultant to perform all or any of the work under the Contract. Where the Client has invoked either of these rights, the Consultant 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 Consultant 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 Consultant contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- i. any payment due from the Consultant 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 Consultant 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 Consultant without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Consultant to its Subcontractors or supply chain.

Clause 5

Sub-Contractors

The Client may (without cost to or liability of the Client) require the Consultant 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 Consultant 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 Consultant 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 reports submitted by the Consultant to an extent as deemed necessary and the Consultant 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 MSA.

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

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

Clause 7

Assignment and Subcontracting

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 Consultant 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.

The Client may (without cost to or liability of the Client) require the Consultant 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 *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
Senior Project Manager	Day	£671

The *key persons* are

Name (1)	<input type="text" value="FOIA Section"/>
Job	<input type="text" value="Senior Project Manager"/>
Responsibilities	<input type="text" value="Client side Project Management"/>
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

£14,762

Signed on behalf of the *Consultant*

Name **FOIA Section**

Position Partner

Signature **FOIA Section 40
Personal Information**

Date 04 July 2022

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

Signed on behalf of the *Client*

Name **FOIA Section 40**

Position Procurement Manager

Signature **FOIA Section 40 Personal
Information**

Date 6th July 2022

Price List

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
July-22	Project Management Services	Day	4	£671	£2684
August-22	Project Management Services	Day	4	£671	£2684
September-22	Project Management Services	Day	4	£671	£2684
October-22	Project Management Services	Day	4	£671	£2684
November-22	Project Management Services	Day	5	£671	£3355

The total of the prices £14762

EXPENSES

The method and rules used to compile the Price List are

Agreed framework rates £83.88 per hour - £671 per day

Scope

1 Purpose of the *service*

As per the document entitled: UKRI-2234 Appendix A - Specification

2 Description of the *service*

As per the document entitled: UKRI-2234 Appendix A - Specification

Scope

3 Existing information

As per the document entitled: UKRI-2234 Appendix A - Specification

4 Specifications and standards

As per the document entitled: UKRI-2234 Appendix A - Specification

Scope

5 Constraints on how the *Consultant* Provides the Service

As per the document entitled: UKRI-2234 Appendix A - Specification

Scope

6 Requirements for the programme

As per the document entitled: UKRI-2234 Appendix A - Specification

Scope

7 Information and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
As per the document entitled: UKRI-2234 Appendix A - Specification	



Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)



Shared vision. Better together

Framework Details

Title: **Construction Consultancy Services 2**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **30 September 2022**
 NHS SBS Contact: **FOIA Section 40 Personal Information**

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties

Period of the Service Level Agreement (SLA)	Effective Date	1st July 2022	Expiry Date	30th November 2022
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	CPC Project Services LLP
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	FOIA Section 40 Personal Information
Job Title of Supplier Authorised Signatory	Partner
Address of Supplier	100 Wood Street, London EC2V 7AN
Signature of Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	04 July 2022

Customer SLA Signature panel

The "Customer"	
Name of Customer	UK Research and Innovation
Name of Customer Authorised Signatory	FOIA Section 40 Personal Information
Job Title	Procurement Manager
Contact Details email	STFCprocurement@ukri.org
Contact Details phone	01235446553
Address of Customer	Polaris House, North Star Avenue, Swindon, SN2 1FL, United Kingdom
Signature of Customer Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	(dd/mm/yyyy) 06/07/2022

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between CPC Project Services LLP and UK Research and Innovation for the provision of Construction Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Call off terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Construction Consultancy Supplier Contact: Tim Barber

Construction Consultancy Customer Contact: Jason Lowe

4. Estimated Duration of Contract

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

CPC Project Management LLP are required to provide Project Management services for the provision of the project, in connection with the procurement of the National Satellite Test Facility for the Rutherford Appleton Laboratory.

The services are to be carried out in line with Lot 2 – Project Management Services.

A full scope of services to be carried out under this contract can be found in UKRI-2234 Appendix A – Specification.

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Monday to Friday; 8:00 to 17:00

FOIA Section 40

C. DBS

The Customer should detail the level of DBS check requirement

N/A

D. Price/Rates inc. estimated total value

Agreed pricing is :

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
July-22	Project Management Services	Day	4	£671	£2684
August-22	Project Management Services	Day	4	£671	£2684
September-22	Project Management Services	Day	4	£671	£2684
October-22	Project Management Services	Day	4	£671	£2684
November-22	Project Management Services	Day	5	£671	£3355

The total value of the contract is £14,762

E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the framework and this SLA.

N/A

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

N/A

G. Invoicing

Please detail any specific invoicing requirements here

30 days, ensuring the PO number is quoted on all invoicing. Invoices to be submitted to UKRI C/O UK Shared Business Services Ltd, Polaris House, Swindon, Wiltshire, SN2 1UH.
Please quote the purchase order number on all correspondence.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

I. Audit Process

Please detail any Customer audit requirements

N/A

J. Termination

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service
Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

N/A

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

M. Other Specific Requirements

Please list any agreed other agreed requirements

N/A

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Call off Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

N/A



Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

www.sbs.nhs.uk

Shared vision. **Better together**