



Order	4070335778
Order Date	16-JAN-2023
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier: **CPC Project Services LLP**
Ground Floor
Walton Well Road
Oxford
OX2 6ED
United Kingdom
01865 616528

Tel:
Fax:

Invoices not quoting the PO number and the ship to details will be returned unpaid.

For all purchase order queries, please contact
P2PAdmin@uksbs.co.uk
For all invoicing queries, please contact finance@uksbs.co.uk

Ship to: **STFC - RAL RAL**
STFC - RAL RAL
Rutherford Appleton Laboratory
Harwell Oxford
Didcot
United Kingdom
OX11 0QX

Invoice to: **UKRI**
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
United Kingdom
SN2 1UH

NOTES TO SUPPLIER:
Contract reference: UKRI-2740

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1	Supplier Item: NSTF - CPC PM Services- Dec 22 - Jul 23	31-AUG-2023		Each			36,925.00

Total 7,385.00 36,925.00
Grand Total 44,310.00

The term and conditions relating to this purchase are provided in the Contract, which matches the Contract number cited in the narrative to this Purchase Order and are specific to this Contract. Where the Contract number is not so cited, then our standard terms and conditions will apply which are available at :- <https://www.uksbs.co.uk/services/procure/Documents/UKRIPOTCs.pdf>

Commercial In Confidence

VAT Registration Number GB 287 461 957

STFC - Science & Technology Facilities Council

STFC is part of UK Research and Innovation, a non-departmental public body funded by a grant-in aid from the UK Government. More Information can be found at www.ukri.org



Contract Data:
Professional Service Short Contract

Short Contract

A contract between

Science and Technology Facilities Council, part of UK Research and Innovation

and

CPC Project Services LLP

for

NSTF Client-Side Project Management Services

Contract Forms

Contract Data

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

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name Science and Technology Facilities Council, part of UK Research and Innovation

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

Address for electronic communications STFCprocurement@ukri.org

The *service* is Project Management

The *starting date* is 1st December 2022

The *completion date* is 31st July 2023

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

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

The *Adjudicator* is

Name The Royal Institution of Chartered Surveyors (RICS)

Address for communications 12 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 October 2020) 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
<input type="text" value="Partner"/>	<input type="text" value="Day"/>	<input type="text" value="£768"/>
<input type="text" value="Senior Project Manager"/>	<input type="text" value="Day"/>	<input type="text" value="£671"/>

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

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

£36,925

Signed on behalf of the *Consultant*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name **FOIA Section 40 Personal Information**

Position **FOIA Section 40 Personal Information**

Signature

Date

Price List

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
December-22	FOIA Section 40 Personal Information	Day	3	£671	£2013
January-23		Day	2.5	£768	£1920
		Day	4	£671	£2684
February-23		Day	2.5	£768	£1920
		Day	4	£671	£2684
March-23		Day	2.5	£768	£1920
		Day	5	£671	£3355
April-23		Day	2.5	£768	£1920
		Day	4	£671	£2684
May-23		Day	2.5	£768	£1920
		Day	5	£671	£3355
June-23		Day	2.5	£768	£1920
		Day	5	£671	£3355
July-23		Day	2.5	£768	£1920
		Day	5	£671	£3355

The total of the Prices

The method and rules used to compile the Price List are

Agreed framework rates

Scope

1 Purpose of the *service*

Provision of client-side project management services to progress the National Satellite Test Facility (NSTF) project. This project is near completion with the remaining CAT 1 equipment activities for the EMC and Vibration Test areas to be finished.

2 Description of the *service*

The following activities form the scope of the service for NSTF client side project management.

- Client side project management duties; cost, scope and programme control.
- Continue stakeholder engagement and liaison.
- Management of the client side consultants.
- Oversight and management of the main contractor and the ongoing procurement activity.
- Attend weekly risk reduction meetings.
- Attend weekly change management meetings.
- Attend weekly cost review meetings.
- Support project management board meetings and supplementary reporting as required.
- Attend weekly reviewable design data meetings.
- Continue regular progress reporting to key stakeholders and estates representatives.

Scope

3 Existing information

As per the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"

4 Specifications and standards

As per the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"

Scope

5 Constraints on how the *Consultant* Provides the Service

As per the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"

Scope

6 Requirements for the programme

As per the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"

Scope

7 Information and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
As per the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"	



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: **31st March 2023**
 NHS SBS Contact: **FOIA Section 40 Personal Information**

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Service Level Agreement (SLA)	Effective Date	1st December 2022	Expiry Date	31st July 2023
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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	
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The “Customer”	
Name of Customer	FOIA Section 40 Personal Information
Name of Customer Authorised Signatory	
Job Title	
Contact Details email	commercial@ukri.org
Contact Details phone	01793 547500
Address of Customer	UK Research and Innovation Polaris House North Star Avenue Swindon SN2 1FL
Signature of Customer Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	16/01/2023

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 Framework 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: FOIA Section 40 Personal Information

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

Lot 2 Project Management

Provision of client side project management services to progress the National Satellite Test Facility (NSTF) project. This project is near completion with the remaining CAT 1 equipment activities for the EMC and Vibration Test areas to be finished.

Full scope of services can be found in the Service Provider's Proposal Document titled: "012 R114 Interim Project Management Proposal 051222 – DEC 22 – Jul 23"

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 08:30 to 17:00

FOIA Section 40 Personal Information

C. DBS

The Customer should detail the level of DBS check requirement

N/A

D. Price/Rates inc. estimated total value

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		Day	5	£671	£3355
July-23		Day	2.5	£768	£1920
		Day	5	£671	£3355

Total value of the contract

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 Framework 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**