

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

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

Name

Address for communications

Address for electronic communications

The authority of the *Client's Agent* is

The *service* is

The *starting date* is

The *service period* is months

The *period for reply* is weeks

The *assessment day* is the of each month

Are the rates and Prices in the contract adjusted for inflation? / No (delete as applicable)

If yes the *index* is provided by

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

Contract Data

The *Client's* Contract Data

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

The *Client* provides this insurance

The client does not provide additional insurances

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

Employer's (Compulsory) Liability Insurance = £5 Million
Public Liability Insurance = £5 Million
Loss, Damage or destruction of any UKRI property under the custody & control of the Supplier = £5 Million
Professional Indemnity Insurance = £2 Million

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

Employer's (Compulsory) Liability Insurance = £5 Million
Public Liability Insurance = £5 Million
Loss, Damage or destruction of any UKRI property under the custody & control of the Supplier = £5 Million
Professional Indemnity Insurance = £2 Million

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

The *tribunal* is

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

The *conditions of contract* are the NEC4 Facilities Management Short Contract June 2021 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 authorized 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 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

Modern Slavery Act 2015

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

The Consultant shall not require any Consultant staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Consultant staff freedom to leave their employer after reasonable notice.

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

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

The Consultant 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 Consultant 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 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 slavery and trafficking 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 Modern Slavery Act.

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 Modern Slavery Act.

The Consultant 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 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 Consultants cost to do so and will not be reimbursable.

Clause 5

Taxation obligations of the Consultant

The relationship between Client and the Consultant shall be that of "independent Consultant" which means that the Consultant is not a Client employee, worker, agent or partner, and the Consultant shall not give the impression that they are.

As this is not an employment Contract, the Consultant shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Consultant in respect of consideration received under this Contract, the Consultant 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 Consultant 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 Consultant to provide information which demonstrates how the Consultant 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 Consultant 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 Consultant to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Consultants 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 Consultant under Clauses (1) and (2) then the Consultant shall pay back to the Client in full, any money that the Client has to pay, and the Consultant 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 Consultant.

Clause 6

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.

Contract Data

The Service Provider's Contract Data

The Service Provider is

Name

Address for communications

Address for electronic communications

The fee percentage is %

The people rates are

category of person

unit

FOIA Section 43 Commercial

Fully Qualified Solar Engineer with a recognised electrical qualification that satisfies the current edition of the IET Electrical Assessment Specification. City in Guilds Level 3 as approved by the MCS scheme provider.	Hourly Charge Rate Normal Hours	[Redacted]
	Hourly Charge Rate Out of Hours	
	Day Rate Monday to Friday	
	Day Rate Saturday, Sunday & Public Holidays	
Panel Cleaning Technician - Non electrical work on isolated panels, proven dead and supervised by Fully Qualified Solar Engineer.	Hourly Charge Rate Normal Hours	
	Hourly Charge Rate Out of Hours	
	Day Rate Monday to Friday	
	Day Rate Saturday, Sunday & Public Holidays	

The published list of Equipment is

The percentage for adjustment for Equipment is % (state plus or minus)

The Service Provider's Offer and Client's Acceptance

The *Service Provider* 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

£292,450.00 Ex VAT

The offered total of the Prices for part of the *service* in Part 2 of the Price List is

N/a

Signed on behalf of the *Service Provider*

Name **FOIA Section 40 Personal Information**

Position

Signature

Date 09/01/24

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

Signed on behalf of the *Client*

Name **FOIA Section 40 Personal Information**

Position

Signature

Date 09th Jan 24

PART 2

Schedule of Rates



SOURCING REFERENCE:	UKRI-2965
SOURCING DOCUMENT TITLE:	STFC SOLAR Photovoltaic (PV) and Solar Thermal (ST) Planned Maintenance and warranty management of PV systems
BIDDER NAME	Convert energy Ltd

Bidders are required to complete all red highlighted cells.

Bidders are to note that the rates provided are for information only however will form part of the contract and be used for remedial, reactive and minor works.

All rates are fixed for the duration of the contract.

Normal Hours: 08:00 to 18:30 Monday to Friday excluding Public Holidays
 Out of Hours: 18:31 - 07:59 Monday to Friday, and any time Saturday, Sundays or designated Public Holidays

Trade/Level	Hourly Charge Rate	Hourly Charge Rate	Day Rate	Day Rate
	Normal Hours:	Out of Hours:	Monday to Friday	Saturday, Sunday & Public Holidays

Fully Qualified Solar Engineer with a recognised electrical qualification that satisfies the current edition of the IET Electrical Assessment Specification. Cited in Guilds Level 3 as approved by the MCS scheme provider.

Panel Cleaning Technician - Non electrical work on isolated panels, proven dead and supervised by Fully Qualified Solar Engineer.

FOIA Section 43 Commercial

Minor Works

Minor Works is work other than Planned Preventative or Reactive Maintenance required by the Client. Minor Works include replacement, remedial works, repairs refurbishment, upgrade/improvement works to the assets outlined in Schedule 1 contained within the Specification.

The Contractor will price for the works based on the labour rates provided above, materials costs and sub-contractor costs, plus mark-up percentages. Mark-up percentages for Minor Works are to be provided against the net labour charge rate, net invoiced material costs and net invoiced sub-contractor costs.

Net (Invoiced) Value (£)	Mark-up on labour	Mark-up on materials	Mark-up on sub-contractors
	%	%	%
£0 to £5,000			
£5,001 to £10,000			
£10,001 to £25,000			

All rates are firm and fixed.
 All prices are exclusive of VAT

FOIA Section 43 Commercial

Performance Table (optional)

Performance Table

As per UKRI-2965 PV and Solar Thermal Tender Documentation

Scope

1 Description of the service

The aim of this procurement is to contract with a Supplier to complete all maintenance and monitoring of multiple photovoltaic and manage PV warranty works across STFC Estates (see Schedule 2 for the assets that shall be maintained in this contract). Currently there are no assets in Chilbolton or Cosener's House, but this may change over the contract term.

The PV roll out is likely to be ongoing at STFC, but there are a number of installations in existence that now need maintaining, as others are installed they are likely to be added into the scope of this contract. We are now seeking to contract the services for a 3 + 1 year contract. This is to build a partnership with a supplier, put in place key performance indicators and provide value for money.

We are looking to contract with a specialist supplier who has technical capability to deliver all aspects of the services. Ideally, they should have the direct in house labour to be able to maintain a variety of brands

The scope of this maintenance schedule has been prepared to comply with industry guidance and the Solar Trade Association (STA) Rooftop O&M Best Practice Guidelines, and the requirements of the IET Code of Practice for Grid-connected Solar Photovoltaic Systems.

2 Specifications

ITEM	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
As per UKRI-2965 PV and Solar Thermal Tender Documentation	18 th August 2023	X

Scope

3 Constraints on how the *Service Provider* Provides the Service

As per UKRI-2965 PV and Solar Thermal Tender Documentation

4 Requirements for the plan

As per UKRI-2965 PV and Solar Thermal Tender Documentation

Scope

6 Property affected by the *service*

As per UKRI-2965 PV and Solar Thermal Tender Documentation

Scope

7 Service Orders

As per UKRI-2965 PV and Solar Thermal Tender Documentation