

Short Contract

A contract between **The National Oceanography Centre - Southampton**

and

for **FM18010**

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Contract Data

The *Employer* is

Name The National Oceanography Centre. – (NERC)
Address University Of Southampton Waterfront Campus, European Way, Southampton
Telephone 023 8059 6375
E-mail address chmr@noc.ac.uk

If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is

Name N/A
Address
Telephone
E-mail address

The authority of the *Employer's Agent* is

N/A

The *service* is PAT Testing Services

The *starting date* is TBC

The *service period* is 36 months with Optional 12 plus 12 Months

The *period for reply* is 52 Weeks

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

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? No

Contract Data

The *Adjudicator* is

Name Royal Institute of Chartered Surveyors.

Address 12 Great George Street, Westminster, London SW1P3AD

The interest rate on late payment is 0.5% per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £10,000,000 (Ten Million Pounds) For any one event.

The *Employer* provides this
insurance None

The minimum amount of cover for the first insurance stated in the
Insurance Table is £10Million

The minimum amount of cover for the third insurance stated in the
Insurance Table is N/A

The minimum amount of cover for the fourth insurance stated in the
Insurance Table is N/A

The *Adjudicator nominating*
body is Royal Institute of Chartered Surveyors

The *tribunal* is Arbitration

If the *tribunal* is arbitration,
the arbitration procedure is To be named by the adjudicator

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The SUPPLIER shall provide all assistance to enable the UKSBS 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 UKSBS

In no event shall the SUPPLIER or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the UKSBS.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the SUPPLIER agrees that the CONTRACT and the sourcing documents issued by the (UK SBS) which led to its creation will be published by the UKSBS on a designated web site.

The entire CONTRACT and all the sourcing documents issued by the UKSBS 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 UKSBS, at the time when it considers disclosure, reasonably considers to be confidential to the SUPPLIER;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the UKSBS 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 SUPPLIER consents to the CONTRACT or sourcing documents being redacted by the UKSBS 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 UKSBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 1

The UKSBS may terminate the CONTRACT by written notice to the SUPPLIER 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 SUPPLIER 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 (ONTRACT should not have been awarded to the SUPPLIER 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 SUPPLIER 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 UKSBS seeking a declaration that the CONTRACT is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the UKSBS 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 UKSBS shall not incur any liability to the SUPPLIER by reason of such termination and shall not be required to pay any costs, losses or damage to the SUPPLIER. Termination under this clause shall be without prejudice to any other rights of the UKSBS.

Termination Para 2

The UKSBS, 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 SUPPLIER in each case by giving to the SUPPLIER reasonable written notice. During the period of notice UK SBS may direct the SUPPLIER to perform all or any of the work under the CONTRACT. Where UKSBS has invoked either of these rights, the SUPPLIER 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.

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The Contractor offers to Provide the Service in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for
part of the service in Part 1 of the
Price List is

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

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Employer

Name

Position

Signature Date

Price List

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a Task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* 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, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

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 for Part 1					<input type="text"/>

PART 2

Item number	Description	Unit	Quantity	Rate	Price
.....
.....
.....
The total of the Prices for Part 2					<input type="text"/>

Service Information

Title	Date or revision	Tick if publicly available
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As per the tender documentation issued under FM18010

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Service Information

3 Constraints on how the *Contractor* Provides the Service

As per the tender documentation issued under FM18010

4 Requirements for the plan

As per the tender documentation issued under FM18010

Service Information

5 Services and other things provided by the *Employer*

Item

Date by which it
will be provided

As per the tender documentation issued under FM18010

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Service Information

6 Property affected by the *service*

As per the tender documentation issued under FM18010

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No *service*
To
..... (Contractor)

I propose to instruct you to carry out the following task

Description
.....
.....
Starting date
Completion date
Delay damages per week
.....

Please submit your price and programme proposals below.

Signed Date
(for Employer)

Total of Prices for items of work on the
Price List (details attached)

Total of Prices for items of work not on the
Price List (details attached) _____

The programme for the Task is [ref] (attached)

Signed Date
(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed Date
(for Employer)