

Short Contract

A CONTRACT BETWEEN SOUTH TEES SITE COMPANY LTD (STSC)

AND

FOR FM18157 SUCTION SERVICES

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Notes about this contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Employer* is

Name South Tees Site Company Ltd (STSC)
Address Teesside Management Offices, Redcar, Cleveland TS10 5QW
Telephone
E-mail address

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

Name
Address
Telephone
E-mail address

The authority of the *Employer's Agent* is

.....

Provision of Suction Services

The *service* is

The *starting date* is Monday 18th March 2018

The *service period* is 24, plus additional 12 optional months.

The *period for reply* is 2 weeks.

The *assessment day* is the Last working day of each month.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? Yes

Contract Data

The *Adjudicator* is

Name RICS

Address RICS Contact Centre, Survey Court, Westwood Way, Coventry, CV4 8JE

Telephone +44 (0)870 333 1600

E-mail address contactrics@rics.org

The interest rate on late payment is 0% 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 £1,000,000 for any one event.

The *Employer* provides this
insurance No insurance is provided by the *Employer*

The minimum amount of cover for the first insurance stated in the RFPQ

Insurance Table is £10,000,000 (Employers (Compulsory) Liability Insurance)

The minimum amount of cover for the second insurance stated in the RFPQ

Insurance Table is £10,000,000 (Public Liability Insurance)

The minimum amount of cover for the third insurance stated in the RFPQ

Insurance Table is £10,000,000 (Professional Indemnity Insurance)

The minimum amount of cover for the fourth insurance stated in the RFPQ

Insurance Table is £2,000,000 (Public Liability Insurance)

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

The *tribunal* is Arbitration

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

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 *Contractor* shall provide all assistance to enable the *Employer* 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 *Employer*.

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

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Contract and the sourcing documents issued by the Employer which led to its creation will be published by the Employer on a designated web site.

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

Clause 3

Termination

The Employer, 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 Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice Employer may direct the Contractor to perform all or any of the work under the Contract. Where Employer has invoked either of these rights, the Contractor 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 Employer, 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 Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice the Employer may direct the Contractor to perform all or any of the work under the Contractor. Where the Employer has invoked either of these rights, the Contractor 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 Contractor shall ensure, pursuant to 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.

Clause 5

Sub-contractors

The Employer may (without cost to or liability of the Employer) require the Contractor to replace any subcontractor where in the reasonable opinion of the Employer 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

During the Term or any extension of this Contract, Employer is committed to ensuring that its supply chain complies with the above Act. The Contractor shall provide such assurances, on the anniversary of the commencement date or completion of the Contract, if less than 12 months.

The Contractor shall provide a report 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.

- 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

Employer reserve to sole right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so. Any financial burden incurred by the Contractor in doing so shall not be reimbursable.

Clause 7

Staff and Transfer of Employment

Employer will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, Employer any increases in the Contractor cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to Contractor records and always after a period of due diligence carried out by Employer, relevant and proportionate to the value concerned.

Clause 8

Staff and Transfer of Employment

The Employer will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, to the Employer any increases in the Contractors cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to Contractor records and always after a period of due diligence carried out by the Employer, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the Contractor

The relationship between Employer and Contractor shall be that of “independent contractor” which means that Contractor is not a Employer employee, worker, agent or partner, and Contractor shall not give the impression that they are.

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

- (1) Contractor in respect of consideration received under this Contract, 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 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) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how 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 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 Employer terminating the Contract.

Any obligation by Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and Contractor obligations to Indemnify the Employer shall survive without limitation until such time as any of these obligations are complied with.

Employer 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 Employer has to pay any such obligations owed by Contractor under Clauses (1) and (2) then Contractor shall pay back to Employer in full, any money that Employer has to pay, and Contractor shall also pay back Employer for any fine or compensate Employer for any other punishment imposed on Employer because the tax or national insurance due was not paid by the Contractor.

Clause 10

Assignment and Subcontracting

The Employer or UK SBS acting as an agent on behalf of the Employer 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 (SUPPLIER) 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 Employer or UK SBS, acting as an agent on behalf of the Employer.

The Employer or UK SBS acting as an agent on behalf of the Employer may (without cost to or liability of the Employer or UK SBS) require the Contractor to replace any subcontractor where in the reasonable opinion of the Employer or UK SBS acting as an agent on behalf of the Employer 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 11

General Data Protection Regulations (GDPR)

As part of this Contract the Employer reserves the right to retain the following information:

Description	Details
Subject matter of the processing	Company name and address, employee names and works telephone numbers and email addresses.
Duration of the processing	Processing will take place from the Commencement of the Contract until the 18 st March 2021 but may be extended until 18 st March 2022
Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data Processing takes place for the purposes of accounting for contractors on site.
Type of Personal Data	Company name and address, employee's name's and works telephone numbers and email addresses
Categories of Data Subject	Contractors and sub-contractors
Plan for return and destruction of the data once the processing is complete.	The Personal Data will be retained by the Employer for a period of twenty-four months, following which the Employer will certify to the Contractor that it has deleted.

Clause 12

Key Performance Indicator

Detailed below are the KPI's that this contract will be measured against.

As a mandatory element for this requirement, bidders will be required to confirm that they will agree to carry out the services in alignment with the KPI's below.

Bidders are able to provide details of any additional KPI's that, if successful, they would like to discuss as an addition to the below.

KPI's

ID	KPI Description	Weighting	Score
A	Contractor will ensure that all employees are familiar with, risk assessments. STSC will check contractors working on site during monthly audits, that they have and understand the paperwork.	35	
B	Contractor will ensure that all working parties have a copy of the risk assessment during the task, (STSC Ltd will carry out monthly audits for which 100% compliance is expected).	25	
C	Contractor will ensure that required labour and equipment is available at all times and will make best endeavours to backfill due to absenteeism or equipment failure within 4 hours.	25	
D	All contractors will badge for presence each day upon arrival and at the end of each shift, STSC will run weekly reports in order to check for compliance.	15	
	Total	100	

KPI's will be scored using the following methodology:

10	Fully compliant with excellent service and workmanship, providing added value by applying proactive approach.
7	Compliant.
5	Minor infringements on delivery of the requirements (for example delay in submitting reports) not affecting the outcome of the service.
2	Service provision with major flaws in the delivery, causing operational problems and/or requiring a repeat visit to rectify.

The KPIs will be reviewed monthly for the first 3 months of this contract and then quarterly, unless service failures are noted. In the event of service failure, KPI meetings will return to monthly until performance improves. Providers, whose total score of the relevant period falls below 70% of the achievable total sum will be requested to provide an improvement plan to ensure service levels are restored.

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 Price for the Service in AW5.2 Price Schedule

As per AW5.2 Pricing Schedule Response

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 Schedule

The total of the Prices for AW5.2 Pricing Schedule

1 DESCRIPTION OF THE SERVICE

Give a detailed description of what the *Contractor* is required to do. This may include drawings.

AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION

.....
.....

2 SPECIFICATIONS

Title	Date or revision	Tick if publicly available
AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION		
.....
.....

Service Information

3 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICE

AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION

.....
.....

4 REQUIREMENTS FOR THE PLAN

AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION

.....
.....

5 SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

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Item

Date by which it
will be provided

AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION

.....
.....

6 PROPERTY AFFECTED BY THE SERVICE

AS PER DETAILS CONTAINED WITHIN FM18157 REQUEST FOR PROPOSAL AND SUPPORTING DOCUMENTATION

.....

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 Noservice

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)