

Short Contract

A contract between

UK Research and Innovation

and

TBC

for

Supply of Generators and Associated UPS's

Contract Forms

Contract Data

The *Supplier's Offer* and the *Purchaser's Acceptance*

Price List

Scope

Contract Data

The *Purchaser's* Contract Data

The *Purchaser* is

Name

Address for communications

Address for electronic communications

The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order **Yes/No**
(Delete as applicable)

The *goods* are

The *law of the contract* is

The *period for reply* is

The *starting date* is

The *delivery date* is

The *delay damages* are per day

The *premises* are

The period for correction of Defects after Delivery is week(s)

The *defects date* is weeks after Delivery

The *assessment day* is the o

Contract Data

The *Purchaser's* Contract Data

If the *goods* are instructed by Batch Order

the *batch order interval* is

the *end date* is

the quantity range of *goods* in the Batch Order is from to

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

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

The *Supplier's* liability to the *Purchaser* for the *Purchaser's* indirect or consequential loss is limited to

For any one event, the liability of the *Supplier* to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to

The *Purchaser* provides this insurance

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

Contract Data

The *Purchaser's* Contract Data

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

£1,000,000.00

The *Adjudicator nominating body* is

RICS: Royal Institute of Chartered Surveyors

The *tribunal* is

Arbitration

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

TBC in the event of Arbitration being required

The *conditions of contract* are the NEC4 Supply Short Contract June 2017 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 Purchaser 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 Purchaser.

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

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 Purchaser which led to its creation will be published by the Purchaser on a designated web site.

The entire Contract and all the sourcing documents issued by the Purchaser 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 Purchaser, 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 as amended; or
- (iii) in the reasonable opinion of the Purchaser 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 Purchaser 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 Purchaser seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

The Purchaser, 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 Purchaser may direct the Supplier to perform all or any of the work under the Contract. Where Purchaser 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.

Clause 7

Modern Slavery Act 2015

The Supplier 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 Supplier 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

Purchaser reserve the right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist Purchaser in doing so.

Note: the Purchaser 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 Purchaser requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

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

Clause 9

Taxation obligations of the Supplier

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

As this is not an employment Contract, Supplier shall be fully responsible for all their own tax,

including any national insurance contributions arising from carrying out the Services.

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

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

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

Clause 12

Assignment and Subcontracting

The Purchaser or UK SBS acting as an agent on behalf of the Purchaser 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 Purchaser or UK SBS, acting as an agent on behalf of the Purchaser.

Contract Data

The *Supplier's* Contract Data

The *Supplier* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *manufacture and fabrication overhead percentage* is %

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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The *Supplier's* Offer and *Purchaser's* Acceptance

The *Supplier* offers to Provide the Goods 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

Signed on behalf of the *Supplier*

Name

Position

Signature

Date

The *Purchaser* accepts the *Supplier's* Offer to Provide the Goods

Signed on behalf of the *Purchaser*

Name

Position

Signature

Date

Price List

The total of the Prices

The method and rules used to compile the Price List are

As per FM19070 Tender documentation

Scope

1 Description of the *goods*

As per FM19070 Tender documentation

2 Specifications

As per FM19070 Tender documentation

3 Constraints on how the *Supplier Provides the Goods*

As per FM19070 Tender documentation

4 Requirements for the programme

As per FM19070 Tender documentation

5 Services and other things provided by the *Purchaser*

As per FM19070 Tender documentation

6 Supply requirements

As per FM19070 Tender documentation