

Short Contract

A contract between UK Research and Innovation (UKRI)

and TBC

for FM18198 UKRI High Cube Shipping Containers at British
Geological Survey (BGS) – Keyworth

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Contract Data

The *Purchaser* is
Name UK Research and Innovation (UKRI)
Address Polaris House, Swindon, SN2 1FF
Telephone TBC
E-mail address TBC

The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by
Batch Order Yes

The *goods* are FM18198 – Supply, Delivery & Installation of High Cube Shipping Containers
The *law of the contract* is English

The *period for reply* is 1 week.

The *starting date* is 04/01/2019

The *delivery date* is TBC

The *premises* are Environmental Science Centre, Nicker Hill, Keyworth, Nottingham, NG12 5GG

The period for the correction of
Defects after Delivery is 4 weeks.

The *defects date* is 52 weeks after Delivery.

The *delay damages* are 0 % per day.

The *assessment day* is the 1st of each month.

If the *goods* are instructed by
Batch Order

the *batch order interval* is TBC

the *end date* is 31st January 2019

the quantity range of *goods* in
a batch is from TBC

Contract Data

The *Adjudicator* is

Name Royal Institution of Chartered Surveyors (RICS)

Address 12 Great George Street, Parliament Square, London, SW1P 3AD

Telephone 02073343806

E-mail address TBC

The interest rate on late payment is 0 % per complete week of delay.

The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to N/A

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £1M for any one event.

The *Purchaser* provides this insurance No insurance provided by the Purchaser

The *Adjudicator nominating body* is Arbitration

The *tribunal* is TBC (Procedure linked)

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

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

Clause 1

The minimum amount of cover for Public Liability insurance is £10m

The minimum amount of cover for Employers Liability insurance is £10m

Clause 2

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 3

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.

Clause 4

Termination

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

Clause 5

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

- (iii) regard an invoice as valid and undisputed; and 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 5, subject to suitable amendment to reflect the identities of the relevant parties.

Clause 6

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 7

Modern Slavery Act 2015

The Contractor 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 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 the 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.

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

The Contractor shall complete and return the report to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Contractor 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 8

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 9

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 Supplier 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 apply to the subcontractor

The *Supplier's* Offer

The *Supplier* is
Name TBC
Address

Telephone
E-mail address

The percentage for overheads and profit added to Defined Cost is N/A %.

The *Supplier* offers to Provide the Goods 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 is |
Signed on behalf of the *Supplier*

Name
Position
Signature Date

The *Purchaser's* Acceptance

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

Signed on behalf of the *Purchaser*

Name
Position
Signature Date

4

Price Schedule

Item number	Description	Unit	Quantity	Rate	Price
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In accordance with the Specification detailed within FM18198 Invitation to Quote

The total of the Prices

TBC

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Goods Information

1 Description of the *goods*

As per details within FM18198 Invitation to Quote

2 Specifications

Title	Date or revision	Tick if publicly available
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As per details within FM18198 Invitation to Quote

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Goods Information

3 Constraints on how the *Supplier* Provides the Goods

As per details within FM18198 Invitation to Quote.

4 Requirements for the programme

As per details within FM18198 Invitation to Quote

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Goods Information

5 Services and other things provided by the *Purchaser*

Item	Date by which it will be provided
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As per details within FM18198 Invitation to Quote

6 Supply requirements

As per details within FM18198 Invitation to Quote