

Short Contract

A contract between **Natural Environment Research Council (NERC)**
British Antarctic Survey
High Cross
Madingley Road
Cambridge
CB3 0ET and UK Shared Business Services (UK SBS) –
Procurement Agent

and
.....
.....

for **Fire Alarm Upgrade at British Antarctic Survey (BAS),**
Cambridge

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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 Natural Environment Research Council
Address British Antarctic Survey, High Cross, Madingley Road, Cambridge CB3 0ET
Telephone 01223 221 465
E-mail address joddle@bas.ac.uk

The *works* are The replacement of the current site fire alarm system.

The *site* is British Antarctic Survey, Cambridge

The *starting date* is TBC

The *completion date* is 31st march 2017 or sooner

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are £250.00 per day.

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

The *retention* is 5.00 %

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

The *Adjudicator* is

Name RICS

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

Telephone 0870 333 1600

E-mail address contactrics@rics.org

Contract Data

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

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

property in excess of £5,000,000 for any one event.

The Employer provides this insurance

Only enter details here if the Employer is to provide insurance.

Nil

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

Insurance Table is £5,000,000

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

Insurance Table is £5,000,000

The Adjudicator nominating body is

RICS

The tribunal is Arbitration

If the tribunal is arbitration, the arbitration procedure is

TBC

The conditions of contract are the NEC3 Engineering and Construction 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 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 Contractor 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 Contractor 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 Contractor;

- (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 Contractor 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

UKSBS and/or NERC, shall at any time have the right for convenience to terminate the CONTRACT or reduce the quantity of Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice UK SBSand/or NERC may direct the Contractor to perform all or any of the work under the CONTRACT . Where UKSBS/and or NERC 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 7

Modern Slavery Act 2015

During the Term or any extension of this CONTRACT, UKSBS 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

UKSBS 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 UKSBS in doing so. Any financial burden incurred by the Contractor in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

UKSBS and/or NERC will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, UKSBS and/or NERC any increases in the Contractor's 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 UKSBS, relevant and proportionate to the value concerned.

Clause 9**Taxation obligations of the Contractor**

The relationship between UKSBS and/or NERC and the Contractor will be that of "independent contractor" which means that the Contractor is not a UKSBS employee, worker, agent or partner, and the Contractor will not give the impression that they are.

As this is not an employment CONTRACT the Contractor will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the SERVICES. If UKSBS and/or NERC has to pay any such tax then the Contractor will pay back to NERC in full, any money that UKSBS and/or NERC has to pay, and they will also pay back UKSBS and/or NERC for any fine or other punishment imposed on UKSBS because the tax or national insurance was not paid by the Contractor.

Contract Data

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone Fax

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 Works 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

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 Works

Signed on behalf of the Employer

Name

Position

Signature Date

Contract Data

Price List

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer.

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, 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 the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item number	Description	Unit	Quantity	Rate	Price
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As per attachment to question AW5.2

The total of the Prices

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Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

1 Description of the *works*

As detailed with the Invitation to Quote and supporting documentation issued.

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
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As detailed with the Invitation to Quote and supporting documentation issued.

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
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As detailed with the Invitation to Quote and supporting documentation issued.

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4 Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.

As detailed with the Invitation to Quote and supporting documentation issued.

Contract Data

Works Information

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

As detailed with the Invitation to Quote and supporting documentation issued.

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item

Date by which it
will be provided

As detailed with the Invitation to Quote and supporting documentation issued.

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Contract Data

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as limitations on access and the position of adjacent structures.

As detailed with the Invitation to Quote and supporting documentation issued.

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