

Short Contract

A contract between The Natural Environment Research Council
British Geological Survey
Environmental Science Centre
Nicker Hill
Keyworth
Nottingham
NG12 5GG

and
.....
.....

for FM17117 DTS and DAS interrogator boxes

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Notes about this contract are printed in boxes like this one. They are not part of the contract. Further guidance is provided in the NEC3 Supply Short Contract Guidance Notes.

Contract Data

The *Purchaser* is

Name The Natural Environment Research Council, British Geological Survey

Address Environmental Science Centre, Keyworth, NG12 5GG

Telephone

E-mail address

The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by Batch Order **No**

The *goods* are As per Section 4: Specification in FM17117

The *law of the contract* is UK

The *period for reply* is 4 weeks.

The *starting date* is 28/02/2018.....

The *delivery date* is 28/02/2018.....

If the *goods* are instructed by Batch Order enter here 'The *delivery date* is identified in the Batch Order'.

The *premises* are The Natural Environment Research Council, Britis

The period for the correction of Defects after Delivery is .104 weeks.

The *defects date* is 52 weeks after Delivery.

The *delay damages* are £5000 per day.

Inability to deliver the goods on, or before the requested delivery dates will result loss of the grant for the client and under those circumstances, the required equipment could not be purchased. It is imperative the delivery date is met.

If the *goods* are instructed by Batch Order enter a *delay damages* amount appropriate to the quantity or use of the goods in the Batch.

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

If the *goods* are instructed by Batch Order

the *batch order interval* is .N/A

the *end date* is

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

Contract Data

The *Adjudicator* is
Name President of RICS
Address Surveyor Court, Westwood Way, Coventry, CV4 8JE
Telephone 08703331600
E-mail address contactrics@rics.org.

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

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

The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to £10,000,000

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £10,000,000. for any one event.

The *Purchaser* provides this insurance

Only enter details here if the *Purchaser* is to provide insurance.

The *Adjudicator* nominating
body is RICS.

The *tribunal* is Arbitration

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

The *conditions of contract* are the NEC3 Supply Short Contract April 2016 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 contracting authority 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 contracting authority.

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

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

The entire contract and all the sourcing documents issued by the contracting authority 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 contracting authority, 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 contracting authority 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 contracting authority 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 contracting authority seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 2

The contracting authority, 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 contracting authority may direct the supplier to perform all or any of the work under the contract. Where contracting authority 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 6

Timber Procurement Policy

contracting authority has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the contracting authority timber procurement policy. Do not insert the model clauses if they are not relevant.

Clause 7 (See Policy guidance on application)

Modern Slavery Act 2015

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

The supplier 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 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

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

Clause 8

Staff and Transfer of Employment

contracting authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, contracting authority any increases in the Contractor's cost of providing the supplies 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 supplier records and always after a period of due diligence carried out by contracting authority, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the supplier

The relationship between contracting authority and supplier shall be that of "independent contractor" which means that supplier is not a contracting authority 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 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.) contracting authority may, at any time during the term of this contract, request supplier to provide information which demonstrates how it 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 may result in contracting authority terminating the contract.

Any obligation by supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and supplier's obligations to indemnify the contracting authority shall survive any termination until such time as any obligations are complied with.

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

Clause 10

Cyber essentials questionnaire

The supplier agrees that during any term or extension at the sole discretion of contracting authority to complete the attached questionnaire as many times as is required within 14 days from notice to do so and shall send this information as directed by contracting authority. contracting authority is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the supplier shall not be reimbursable.



Copy of Statement
of Assurance Questionnaire

The *Supplier's* Offer

The *Supplier* is

Name

Address

.....

Telephone

E-mail address

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

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

Enter the total of the Prices from the Price Schedule.
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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

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods 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 *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

As set out in AW5.2 Pricing Schedule, Tender FM17117

The total of the Prices

5

Goods Information

The Goods Information should be a complete and precise statement of the *Purchaser's* requirements. If it is incomplete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Purchaser's* intention. Information describing the *Purchaser's* requirements for the supply of the *goods*, including the information to be provided by the *Supplier* in connection with the supply of the *goods*, should be stated in the section headed Supply requirements.

1 Description of the *goods*

Give a detailed description of what *goods* the *Supplier* is required to supply. This may include drawings. Give the information of the required quality standards, the tests and inspections required and any health and safety requirements.

FM17117 DTS and DAS interrogator boxes

As per details contained within FM17117 Request for Proposal and Supporting Documentation

2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
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As described in Section 4: Specification, Tender FM17117

As per details contained within FM17117 Request for Proposal and Supporting Documentation

Goods Information

3 Constraints on how the *Supplier* Provides the Goods

State any constraints on how the *Supplier* is to provide the *goods* such as, any limits on subcontracting.

As per details contained within FM17117 Request for Proposal and Supporting Documentation

4 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.

As per details contained within FM17117 Request for Proposal and Supporting Documentation

Goods Information

5 Services and other things provided by the *Purchaser*

Describe what the *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*.

Item

Date by which it
will be provided

As per details contained within FM17117 Request for Proposal and Supporting Documentation

6 Supply requirements

State the information which describes the *Purchaser's* requirements (other than services he is to provide) in connection with the supply of the *goods* including the requirements for transport, the mode of transport and the loading and unloading of the *goods*.

State the delivery place, the hours of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as the delivery note, which notifies the actual delivery date. The information necessary for a purchase that involves international, cross border transactions should be stated here, such as export and import requirements of the Customs authorities.

As per details contained within FM17117 Request for Proposal and Supporting Documentation

