

Short Contract

A contract between

and

South Tees Site Company

for

Excavation and Associated Services

Contract Forms

Contract Data

The *Contractor's Offer and Client's Acceptance*

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

If the *Client* appoints a *Client's Agent*, the *Client's Agent* is

Name

Address for communications

Address for electronic communications

The authority of the *Client's Agent* is

The *service* is

The *starting date* is

The *service period* is months

The *period for reply* is weeks

The *assessment day* is the of each month

Are the rates and Prices in the contract adjusted for inflation? **Yes / No** (delete as applicable)

If yes the *index* is provided by

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does/does not** apply?
(delete as applicable)

Contract Data

The *Client's* Contract Data

The *Adjudicator* is

Name

RICS

Address for communications

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

Address for electronic communications

contactrics@rics.org

The interest rate on late payment is

0

% per complete week of delay.

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

1,000,000

The *Client* provides this insurance

No insurance provided by the employer

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

5,000,000

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

10,000,000

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

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017 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 as amended; 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 3

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.

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 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

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

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

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

Clause 7

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, 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 the Contractors records and always after a period of due diligence carried out by the Employer, relevant and proportionate to the value concerned.

Clause 8

Taxation obligations of the Contractor

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

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

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

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

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

Clause 9**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 01/09/2021 but may be extended until 01/09/2022 |
| Nature and purposes of the processing | <p>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</p> <p>Processing takes place for the purposes of accounting for contractors on site.</p> |
| 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 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 Contractor 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

Contract Data

The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

 %

The *people rates* are

category of person

unit

rate

| 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"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is

% (state plus or minus)

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Service 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
for part of the *service* in Part 1
of the Price List is

The offered total of the Prices
for part of the *service* in Part 2
of the Price List is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Service

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | PRICE |
|-------------|-------------|------|----------|------|-------|
| | | | | | |
| | | | | | |

The total of the Prices

PART 2

| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | PRICE |
|-------------|-------------|------|----------|------|-------|
| | | | | | |
| | | | | | |

The total of the Prices

The method and rules used to compile the Price List are

Scope

1 Description of the service

As per details contained within FM19147 Request for Proposal and all supporting documentation

2 Specifications

| ITEM | DATE OR REVISION | TICK IF PUBLICLY AVAILABLE |
|------|------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Scope

3 Constraints on how the Contractor Provides the Service

As per details contained within FM19147 Request for Proposal and all supporting documentation

4 Requirements for the plan

As per details contained within FM19147 Request for Proposal and all supporting documentation

Scope

6 Property affected by the service

As per details contained within FM19147 Request for Proposal and all supporting documentation