

Short Contract

A contract between South Tees Site Company Ltd, Teeside Management Offices,
Redcar,
Cleveland, TS10 5QW

and TBC

for FM17138 The provision of Wireless motion Cameras – Lot 2

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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 South Tees Site Company Ltd
Address Teeside Management Offices, Redcar, TS10 5WQ
Telephone 01642 408077
E-mail address TBC

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

The *goods* are Wireless motion Cameras
The *law of the contract* is English
The *period for reply* is 2 weeks.
The *starting date* is 09/07/2018
The *delivery date* is TBC

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

The *premises* are South Tees Site Company Ltd, Redcar, TS10 5QW
The period for the correction of Defects after Delivery is 2 weeks.
The *defects date* is .2 weeks after Delivery.
The *delay damages* are N/A per day.

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 1st day of each month.

Contract Data

The *Adjudicator* is

Name TBC dependent on breach

Address

Telephone

E-mail address

The interest rate on late payment is N/A 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 £2 Million

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £2 Million for any one event.

The *Purchaser* provides this insurance N/A

The *Adjudicator nominating body* is TBC dependent on breach

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is TBC dependent on breach

The *conditions of contract* are the NEC3 Supply 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 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; 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.

In this entire clause the expression “sourcing documents” means the advertisement issued by the Employer seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 1

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 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
- (iii) 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, 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 7

Modern Slavery Act 2015

During the Term or any extension of this Contract, Employer 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

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

Clause 8

Staff and Transfer of Employment

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

Clause 9

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 an 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 10

Cyber Essentials Questionnaire

Contractor agrees that during any term or extension at the sole discretion of Employer 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 Employer. Employer 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 Contractor shall not be reimbursable.



Copy of Statement
of Assurance Questio

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.

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
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Goods Information

1 Description of the *goods*

As per the specification and supporting documentation supplied as part of this tender FM17138

2 Specifications

As per the specification and supporting documentation supplied as part of this tender FM17138

Goods Information

3 Constraints on how the *Supplier* Provides the Goods

TBC

4 Requirements for the programme

TBC

Goods Information

5 Services and other things provided by the *Purchaser*

TBC

6 Supply requirements

TBC