

# Short Contract

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

and ..... (The Supplier)

.....  
.....  
.....  
.....

for The Supply of Optic Fibre Cabling.

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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 Nicker Hill, Keyworth, NG12 5GG  
Telephone 01793 867005  
E-mail address FMProcurement@uksbs.co.uk

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

The *goods* are As per Section 4: Specification in FM16157  
The *law of the contract* is UK  
The *period for reply* is 52 weeks.  
The *starting date* is Monday September 26<sup>th</sup> 2016  
The *delivery date* is Monday October 24<sup>th</sup> 2016

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

The *premises* are  
The period for the correction of  
Defects after Delivery is 104 weeks.  
The *defects date* is 52 weeks after Delivery.  
The *delay damages* are £6,000.00 per day.

Inability to deliver the goods on, or before the requested delivery dates will result in the wells requiring to be re-drilled at a cost of £120,000, 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 The First working day of each month.

# Contract Data

The *Adjudicator* is  
Name The Chartered Institute of Purchase and Supply.  
Address .....  
Telephone .....  
E-mail address .....

The interest rate on late payment is 0.5% 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 £2Million (Two Million Pounds)

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £2Million (Two Million Pounds) 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

The Chartered Institute of Purchasing and Supply

The *tribunal* is Arbitration

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**

Freedom of Information Act and the Environmental Information Regulations

The Contractor shall provide all assistance to enable UK SBS 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 UK SBS.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by UK SBS.

## **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 UK SBS which led to its creation will be published by UK SBS on a designated web site.

The entire Contract and all the sourcing documents issued by UK SBS 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 UK SBS, 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 UK SBS 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 (UK SBS) 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 UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### Termination

UK SBS or NERC 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 ("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 (UK SBS) seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which UK SBS or NERC considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. UK SBS or NERC 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 UK SBS or NERC.

### **Clause 4**

#### Payment to other parties

The Contractor shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, 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 [insert clause number], subject to suitable amendment to reflect the identities of the relevant parties..

# 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 .....

# Price Schedule

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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As set out in AW5.2 Pricing Schedule, Tender FM16157

The total of the Prices

# 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.

As described in Section 4: Specification, Tender FM16157

## 2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
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NEC3 Supply Short Contract

# 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.

Goods to be supplied on, or before Monday October 24<sup>th</sup> 2016

## 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.

No programme required.

# 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

Not Applicable

## 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.

Not Applicable.