

Short Contract

A contract between The Natural Environment Research Council

and

.....

for The Provision of Automatic Meter Reading Services

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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 The Natural Environment Research Council (NERC)
Address Polaris House, North Star Avenue, Swindon SN21EU
Telephone 01793 411500

The works are Provision of Automatic Meter Reading Services

The site is Various Sites, as seen on ITQ Attachments

The starting date is May 8th 2017

The completion date is April 30th 2020 – Extension Dependant

The period for reply is 1 weeks.

The defects date is N/A – No defect period weeks after Completion.

The defect correction period is N/A weeks.

The delay damages are N/A per day.

The assessment day is the N/A of each month.

The retention is 0 %.

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

The Adjudicator is

Name TBC.

Address

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 0.00% 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 £10,000,000.00 (Ten Million Pounds) for any one event.

The *Employer* provides this insurance

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

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000,000.00 (Ten Million Pounds)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10,000,000.00 (Ten Million Pounds)

The Adjudicator nominating body is TBC

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 SUPPLIER shall provide all assistance to enable the 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.

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 (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 SUPPLIER;
- (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 SUPPLIER 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

The UKSBS, 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 UK SBS may direct the SUPPLIER to perform all or any of the work under the CONTRACT. Where UKSBS 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 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 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

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

Clause 8

Staff and Transfer of Employment

UKSBS will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, UKSBS 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 SUPPLIER 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 SUPPLIER

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

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

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
As per the attachment to question AW5.2					
				The total of the Prices	<input type="text"/>

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*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

2 Drawings

List the drawings that apply to this contract.

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

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

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

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 within 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 within 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
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As detailed within the NERC Code of Practice which will be provided prior to the start of works.

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 within the Invitation to Quote and supporting documentation issued.