

Short Contract

A contract between The National Environment Research Council (NERC) – National
Oceanography Centre Southampton (NOCs)
and
UK Shared Business Services (UK SBS) – Procurement Agent
and
.....
.....
for Security Guarding Services

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	4
The <i>Employer's</i> Acceptance	4
Price List	5
Service Information	6
Task Order	10
Conditions of Contract	CC1

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 National Environment Research Council (NERC) – National Oceanography Centre Southampton (NOCs)

Address National Oceanography Centre, European Way, Southampton SO14 3ZH

Telephone 02380 596398

E-mail address

If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is

Name Paul Dent

Address National Oceanography Centre, Waterfront Campus, European Way, Southampton SO14 3ZH

Telephone

E-mail address

The authority of the *Employer's Agent* is.

.....

The *service* is Manned Security Guarding

.....

The *starting date* is 01/05/17

The *service period* is 24 months.

The *period for reply* is 2 weeks.

The *assessment day* is the of each month.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes / No (delete as appropriate)

Contract Data

The *Adjudicator* is

Name Royal Institute of Chartered Surveyors

Address 12 Great George Street, London SW1P 3AD

Telephone

E-mail address

The interest rate on late payment is % 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 for any one event.

The *Employer* provides this
insurance No insurance is provided by the *Employer*

The minimum amount of cover for the first insurance stated in the
Insurance Table is £10,000,000 (loss or damage to property)

The minimum amount of cover for the third insurance stated in the
Insurance Table is £10,000,000 (liability for loss or damage to property except employees)

The minimum amount of cover for the fourth insurance stated in the
Insurance Table is £10,000,000 (Liability for death or bodily injury to contractors employees)

The *Adjudicator nominating*
body is Royal Institute of Chartered Surveyors

The *tribunal* is Arbitration

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

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

.....

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The supplier shall provide all assistance to enable the 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 the UK SBS.

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

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 UK SBS on a designated web site.

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

Clause 3

Termination Para 1

The UK SBS may terminate the contract by written notice to the supplier 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 supplier 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 supplier 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 supplier 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 the UK SBS 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 UK SBS shall not incur any liability to the supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the supplier. Termination under this clause shall be without prejudice to any other rights of the UK SBS.

Termination Para 2

The UK SBS, 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 UK SBS 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 4

Payment to other parties

The supplier shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015(as amended), that any subcontract awarded by the supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that

- (i) any payment due from the supplier 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 supplier 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;
- (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.

Clause 5

Sub-contractors

The UK SBS may (without cost to or liability of the UK SBS) require the supplier to replace any subcontractor where in the reasonable opinion of the UK SBS 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 (See Policy guidance on application)

Modern Slavery Act 2015

During the Term or any extension of this contract, UK SBS 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

UK SBS 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 UK SBS in doing so. Any financial burden incurred by the supplier in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

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

Clause 9

Taxation obligations of the supplier

The relationship between UK SBS and the supplier will be that of “independent contractor” which means that the supplier is not a UK SBS 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 UK SBS has to pay any such tax then the supplier will pay back to UK SBS in full, any money that UK SBS has to pay, and they will also pay back UK SBS for any fine or other punishment imposed on UK SBS because the tax or national insurance was not paid by the supplier.

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone

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 Service 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 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

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 Service

Signed on behalf of the Employer

Name

Position

Signature Date

Price List

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a Task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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, Expected 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 a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

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
-------------	-------------	------	----------	------	-------

All pricing information to be provided in AW5.2

The total of the Prices for Part 1

PART 2

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

All pricing information to be provided in AW5.2

The total of the Prices for Part 2

Service Information

The Service 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. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service 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 Service Information.

1 Description of the *service*

Give a detailed description of what the *Contractor* is required to do. This may include drawings.

As per details contained within FM16100 Request for Proposal and Supporting Documentation

2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
-------	------------------	----------------------------

As per details contained within FM16100 Request for Proposal and Supporting Documentation

6

Service Information

3 Constraints on how the *Contractor* Provides the Service

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 per details contained within FM16100 Request for Proposal and Supporting Documentation.

4 Requirements for the plan

State whether a plan 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 FM16100 Request for Proposal and Supporting Documentation.

7

Service Information

5 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
As per details contained within FM16100 Request for Proposal and Supporting Documentation.	

8

Service Information

6 Property affected by the *service*

Give information about any property affected by the *service* and any other information which is likely to affect the *Contractor's* work.

As per details contained within FM16100 Request for Proposal and Supporting Documentaion.

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No *service*
To
..... (Contractor)

I propose to instruct you to carry out the following task

Description
.....
.....
Starting date
Completion date
Delay damages per week
.....

Please submit your price and programme proposals below.

Signed Date
(for *Employer*)

Total of Prices for items of work on the
Price List (details attached)

Total of Prices for items of work not on the
Price List (details attached)

The programme for the Task is [ref] (attached)

Signed Date
(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed Date
(for *Employer*)