

# Short Contract

A contract between **South Tees Site Company Limited**  
and .....

for

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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 South Tees Site Company  
Address 1 Victoria Street, London, SW1H 0ET  
Telephone 01642 408077  
E-mail address

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

Name .....  
Address .....  
Telephone .....  
E-mail address .....

The authority of the *Employer's Agent* is

The *service* is As per ITQ FM17027

The *starting date* is June 1<sup>st</sup> 2017

The *service period* is 12 months.

The *period for reply* is 2 weeks.

The *assessment day* is the Last Working Day of each month.

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

# 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 (Ten Million) 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 first insurance stated in the Insurance Table is £10,000,000 (Ten Million)

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

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

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 (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).

In no event shall the (SUPPLIER) or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by 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 Para 1

The (UKSBS) 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 (UKSBS) seeking a declaration that the (CONTRACT) is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the (UKSBS) 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 (UKSBS) 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 (UKSBS).

### **Termination Para 2**

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 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;
- (i) ; 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.

#### **Clause 5**

##### Sub-contractors

The (UKSBS) may (without cost to or liability of the (UKSBS) require the (SUPPLIER) to replace any subcontractor where in the reasonable opinion of the (UKSBS) 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**

##### Timber Procurement Policy

UKSBS has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the UK SBS timber procurement policy. Do not insert the model clauses if they are not relevant.

#### **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 (SUPPLIES / SERVICES /WORKS) 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) shall be that of "independent contractor" which means that the (SUPPLIER) is not a (UKSBS) employee, worker, agent or partner, and the (SUPPLIER) shall not give the impression that they are.

As this is not an employment (CONTRACT) the (SUPPLIER) shall 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) shall pay back to (UKSBS) in full, any money that (UKSBS) has to pay, and they shall 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).

**Clause 10**

Cyber essentials questionnaire

The (SUPPLIER) agrees that during any term or extension at the sole discretion of (UKSBS) 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 (UKSBS). (UKSBS) 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 the (SUPPLIER) shall not be reimbursable.

PPN 14/15

All contracts that are for above £10M and exceeding 12 months shall have regard to Ministerial guidance covering Skills and Apprenticeships as part of the procurement exercise. Under no circumstances should this requirement be set as a mandatory Pass / Fail question in Emptoris.

PPN 14/15

The PPN does clearly state that any application must be consistent with the Governments priority to demonstrate value for money, so this would suggest that utilisation of any apprenticeship, sponsored student and or graduate should not have an associated financial burden as a result.

Any consideration of adoption of this guidance should pass a consideration of relevance to the procurement. If it is not relevant then a written record of the decision not to incorporate this shall be retained by UKSBS.

PPN 06/15

All major construction and infrastructure contracts that are above £50M shall have regard to Ministerial guidance covering Skills and Apprenticeships as part of the procurement exercise. Under no circumstances should this requirement be set as a mandatory Pass / Fail question.

PPN 09/14

All contracts which involve handling personal information and providing certain ICT products and services shall apply the requirements of Cyber essentials as a mandatory government requirement this came into force on the 1/10/14. Cyber essentials have two levels of certification Cyber Essentials and Cyber Essentials plus which is a more rigorous as it requires vulnerability tests to be performed as part of the certification.

Cyber Essentials is for all organisations, of all sizes, and in all sectors. This is not limited to companies in the private sector, but is also applicable to universities, charities, and public sector organisations. Further details are available at: <https://www.cyberstreetwise.com/cyberessentials/>

**Contract Terms and Conditions**

Terms and conditions that bind and measure this as any obligation or target, would need to be added as additional terms dependent upon the model Terms and Conditions used again on a case by case basis building upon what criteria was used to select the successful 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. £.....
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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 rates and Prices entered for each item includes for all work and other things necessary to complete the item.

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

AW5.2 Pricing Schedule, FM17027

The total of the Prices

£.....-.....

5

## 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.

### 2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
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As Listed in FM17027 Invitation To Quote Section 4 - Specification

## 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*.

### 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.

## 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
All Utilities will be provided by the employer.	The Contract Start Date (01/06/2017)

## 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.

# 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)