

Short Contract

A contract between **Natural Environment Research Council**

**BGS Edinburgh
The Lyell Centre
Heriot-Watt University
Research Avenue South
Riccarton
Edinburgh
EH14 4AP**

and

.....

.....

for **UK SBS FM150120 Security Receptionist**

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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 British Geological Survey
Address The Lyell Centre
Telephone Heriot-Watt University
Research Avenue South
Riccarton
Edinburgh
EH14 4AP

E-mail address

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

Address

Telephone

E-mail address

The authority of the *Employer's Agent* is

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

The *service* is Security and Reception Services

The *starting date* is 14 / 03 / 2016

The *service period* is 36 with the potential to extend for an additional +12 month + 12 months months.

The *period for reply* is 52 weeks.

The *assessment day* is the 1st of each month.

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

Contract Data

The *Adjudicator* is

Name British Security Industry Association

Address Kirkham House, John Comyn Drive, Worcester, WR3 7NS

Telephone

E-mail address

The interest rate on late payment is 0% per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of **£2Million** for any one event.

The *Employer* provides this insurance **No Insurance provided by employer**

The minimum amount of cover for the first insurance stated in the Insurance Table is £1Million

The minimum amount of cover for the third insurance stated in the Insurance Table is £1Million

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £1Million

The *Adjudicator nominating body* is British Security Industry Association

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is TBC

The *conditions of contract* are the NEC3 Term Service 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 (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

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 ("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).

Clause 4

Payment to other parties

The (SUPPLIER) shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, 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;
- ; 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 (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 apply to the subcontractor.

.....

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 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 Prices should be inserted into the AW5.2 Pricing Schedule.

The total of the Prices for Part 1

Service Information

1 Description of the *service*

.....
As Per details within FM150120 Invitation to Quote
.....
.....

2 Specifications

.....
As Per details within FM150120 Invitation to Quote
.....
.....

Service Information

3 Constraints on how the *Contractor* Provides the Service

.....
As Per details within FM150120 Invitation to Quote
.....
.....

4 Requirements for the plan

.....
As Per details within FM150120 Invitation to Quote
.....
.....

Service Information

5 Services and other things provided by the *Employer*

Item	Date by which it will be provided
..... As Per details within FM150120 Invitation to Quote	

8

Service Information

6 Property affected by the *service*

.....
As Per details within FM150120 Invitation to Quote
.....
.....

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 programmed 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)