

# Short Contract

**A contract between**

South Tees Site Company Ltd

**and**

TBC

**for**

FM20163 The Provision of Access / Scaffold Services

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

If the *Client* appoints a *Client's Agent*, the *Client's Agent* is

Name

Address for communications

Address for electronic communications

The authority of the *Client's Agent* is

The *service* is

The *starting date* is

The *service period* is

The *period for reply* is  weeks

The *assessment day* is the  of each month

Are the rates and Prices in the contract adjusted for inflation? **No**

If yes the *index* is  provided by

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply

# Contract Data

## The *Client's* Contract Data

The *Adjudicator* is

Name

RICS

Address for communications

RICS Contact Centre  
Survey Court  
Westwood Way  
Coventry  
CV4 8JE

Address for electronic  
communications

Contractrics@rics.org

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

For any one event, the liability of the  
*Contractor* to the *Client* for loss of or  
damage to the *Client's* property is  
limited to

£5,000,000

The *Client* provides this  
insurance

No insurance provided by the client

The minimum amount of cover for the  
second insurance stated in the  
Insurance Table is, for any one event

£5,000,000

The minimum amount of cover for the  
third insurance stated in the  
Insurance Table is, for any one event

£5,000,000

The *Adjudicator nominating body* is

Royal Institute of Chartered Surveyors

The *tribunal* is

Arbitration

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

RICS Procedure

# Contract Data

## The *Client's* Contract Data

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017 and the following additional conditions

### **Clause 1**

#### **Freedom of Information Act and the Environmental Information Regulations**

The Contractor shall provide all assistance to enable the Client 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 Client.

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

### **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 Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Contract and all the sourcing documents issued by the Client 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 Client, 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 as amended; or
- (iii) in the reasonable opinion of the Client 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 Client 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 Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### **Termination**

The Client 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(as amended) ("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;

# Contract Data

## The *Client's* Contract Data

- (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 Client seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Client 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 Client 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 the Client.

#### **Clause 4** **Payment to other parties**

The Contractor shall ensure, pursuant to obligations imposed on the Client under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), 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 4, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Client is making payments to the Contractor without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Contractor to its subcontractors or supply chain.

#### **Clause 5** **Sub-contractors**

The Client may (without cost to or liability of the Client) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractor.

# Contract Data

## The *Client's* Contract Data

### **Clause 6**

#### **Modern Slavery Act 2015**

The Contractor shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

The Contractor shall not require any Contractor or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice.

The Contractor warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

The Contractor warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

The Contractor shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

The Contractor shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

The Contractor shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract.

The Contractor shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.

The Contractor shall not use, or allow its Subcontractors to use, child or slave labour.

The Contractor shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Client without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

The Contractor agrees that during any term or extension it shall complete and return a slavery and trafficking report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor 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 organization

# Contract Data

## The *Client's* Contract Data

The Client reserve the right to audit any and all slavery and trafficking reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.

The Client requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act.

The Contractor shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the commencement of the Contract

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Contractors cost to do so and will not be reimbursable.

### **Clause 7**

#### **Staff and Transfer of Employment**

The Client will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, to the Client any increases in the Contractor 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 the Contractor records and always after a period of due diligence carried out by the Client, relevant and proportionate to the value concerned.

### **Clause 8**

#### **Taxation obligations of the Contractor**

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

As this is not an employment Contract, the Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Contractor in respect of consideration received under this Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Client may, at any time during the term, completion extension or post termination of this Contract, request the Contractor to provide information which demonstrates how the Contractor complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which the Contractor shall provide and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Client terminating the Contract.

# Contract Data

## The *Client's* Contract Data

Any obligation by the Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Contractor's obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

The Client may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If the Client has to pay any such obligations owed by the Contractor under Clauses (1) and (2) then the Contractor shall pay back to the Client in full, any money that the Client has to pay, and the Contractor shall also pay back the Client for any fine or compensate the Client for any other punishment imposed on the Client because the tax or national insurance due was not paid by the Contractor.

### **Clause 9**

#### **General Data Protection Regulations (GDPR)**

##### **1. Data Protection**

The only processing that the Contractor is authorised to do is listed in Annex 1 by the Client and may not be determined by the Contractor. The Contractor will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Contractor is authorised to do is listed in Annex 1 by the Client and may not be determined by the Contractor.

#### **Annex 1: Processing, Personal Data and Data Subjects**

(1) The contact details of the Client's Data Protection Officer are:

Client Data Protection Officer  
Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

(2) The contact details of the Contractor Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: **To be completed by the Contractor**

(3) The Contractor shall comply with any further written instructions with respect to processing by the Client.

(4) Any such further instructions shall be incorporated into this Annex 1.



# Contract Data

## The *Client's* Contract Data

Annex 1	
Description	Details
Subject matter of the processing	<p>Company name and address, employee names and works telephone numbers and email addresses.</p> <p>The processing of names and business contact details of staff of both Client and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Client and Contractor involved in managing the Contract.</p>
Duration of the processing	<p>Processing will take place from Wednesday 17<sup>th</sup> February 2021 for the Start Date of the Contract. The Contract will end on 16<sup>th</sup> February 2022 but may be extended until 16<sup>th</sup> February 2023.</p>
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>Processing takes place for the purposes of accounting for contractors on site.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Client and Contractor as necessary to delivery the services and to undertake the Contract and performance management. The Contractor itself will include the names and business contact details of staff of both the Client and Contractor involved in managing the Contractor.</p>
Type of Personal Data	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Client and the Contractor as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Client and the Contractor involved in managing the Contract.</p>
Categories of Data Subject	<p>Staff of the Client and the Contractor, including where those employees are named within the Contract itself or involved within the Contract management.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data.	<p>The Personal Data will be retained by the Contractor for a period of twenty-four months retention period, following which the Contract will certify to the Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract and the Contractor retention period. The Contractor will certify to the Client that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>

# Contract Data

## The *Client's* Contract Data

The nature of the service will require the Contractor to collect personal data directly from data subjects. The Contractor will use the agreed Client privacy notice as instructed by the Client.

### **GDPR Questionnaire**

The Contractor agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Client requires such interim assurances to ensure that the Contractor is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Contractor shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Contractor agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Contractor cost to do so and will not be reimbursable.



GDPR Assurance  
Questionnaire May1

### **Clause 9**

#### **Assignment and Subcontracting**

The Client or UK SBS acting as an agent on behalf of the Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client or UK SBS, acting as an agent on behalf of the Client.

The Client or UK SBS acting as an agent on behalf of the Client may (without cost to or liability of the Client or UK SBS) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client or UK SBS acting as an agent on behalf of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractor

# Contract Data

## The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is  %

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is  % (state plus or minus)

# The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices  
for part of the *service* in Part 1  
of the Price List is

TBC

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 *Client* accepts the *Contractor's* Offer to Provide the Service

Signed on behalf of the *Client*

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

The total of the Prices

TBC

## PART 2

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE

The total of the Prices

TBC

The method and rules used to compile the Price List are

# Scope

## 1 Description of the *service*

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

## 2 Specifications

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

## 3 Constraints on how the *Contractor* Provides the Service

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

## 4 Requirements for the plan

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

## 5 Services and other things provided by the *Client*

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.

## 6 Property affected by the service

Please refer to FM20163 Request for Proposal tender documentation and all supporting Appendices for full details of this project.