

Short Contract

A contract between **Biotechnology and Biological Sciences Research Council
(BBSRC)**

and

.....

.....

for **Building Surveyor 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 **Biotechnology and Biological Sciences Research Council (BBSRC)**
Address c/o Institute of Food Research
Norwich Research Park
Norwich NR4 7UA

Telephone

E-mail address

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

Name Dr Nick Goodwin
Address As above
Telephone As above
E-mail address The authority of the *Employer's Agent* is

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

The *service* is **Building Surveyor Services**

The *starting date* is 22nd May 2017 weeks.

The *service period* is 8 (eight) weeks.

The *period for reply* is 3 weeks.

The *assessment day* is the On Completion of each month.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? Yes

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 0.5 % 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 £500,000 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 £500,000

The minimum amount of cover for the third insurance stated in the Insurance Table is £500,000

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £500,000

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

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 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 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 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 (See Policy guidance on application)

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 UKS 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.



Copy of Statement
of Assurance Questio

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 FM17058					
The total of the Prices for Part 1					

PART 2

Item number	Description	Unit	Quantity	Rate	Price
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

As per details contained within FM17058 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 FM17058 Request for Proposal and Supporting Documentation

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Service Information

3 Constraints on how the *Contractor* Provides the Service

As per details contained within FM17058 Request for Proposal and Supporting Documentation

4 Requirements for the plan

As per details contained within FM17058 Request for Proposal and Supporting Documentation

7

Service Information

5 Services and other things provided by the *Employer*

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Item

Date by which it
will be provided

As per details contained within FM17058 Request for Proposal and Supporting Documentation

8

Service Information

6 Property affected by the service

As per details contained within FM17058 Request for Proposal and Supporting Documentation

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)