

# Short Contract

A contract between **The Science and Technology Facilities Council**

and .....

.....

for **Supply of Water and Waste Water Services and all Associated 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 The Science and Technology Facilities Council

Address UK Astronomy Technology Centre, Blackford Hill, Edinburgh, EH9 3HJ .

Telephone 0131 668 8100

E-mail address .....

The *service* is Supply of Water and Waste Water Services and all Associated Services

The *starting date* is To be Advised

The *service period* is 24 months.

The *period for reply* is 2 weeks.

The *assessment day* is the Last working day of each calendar month of each month.

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

# Contract Data

The *Adjudicator* is

Name To be advised

Address

Telephone

E-mail address

The interest rate on late payment is ..... % 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 £10 Million for any one event.

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

The minimum amount of cover for the first insurance stated in the Insurance Table is £10,000.000.00

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000.000.00

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10,000.000.00

The *Adjudicator nominating body* is To be Advised

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is Construction Industry model arbitration rules current at the date of arbitration referral

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

Z1 - The Contractor shall provide all assistance to enable 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 UK SBS.

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

(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 subject to suitable amendment to reflect the identities of the relevant parties.

# 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
-------------	-------------	------	----------	------	-------

As Per details within FM16026 Invitation to Quote and Supporting Documentation Pricing Schedule to be completed within AW5.2 Pricing Schedule

The total of the Prices for Part 1

## PART 2

Item number	Description	Unit	Quantity	Rate	Price
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As Per details within FM16026 Invitation to Quote and Supporting Documentation Pricing Schedule to be completed within AW5.2 Pricing Schedule

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 within FM16026 Invitation to Quote and Supporting Documentation.

### 2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
As Per details within FM16026 Invitation to Quote and Supporting Documentation.		

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## 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 within FM16026 Invitation to Quote 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 within FM16026 Invitation to Quote and Supporting Documentation.

# 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 within FM16026 Invitation to Quote and Supporting Documentation	

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# 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 within FM16026 Invitation to Quote and Supporting Documentation

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# 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)