

Short Contract

A contract between **The Natural Environment Research Council**

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 The Natural Environment Research Council
Address Keyworth, Nottingham, NG12 5GG
Telephone 01793 867005
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 FM17073

The *starting date* is June 5th 2017

The *service period* is 36 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 £5,000,000 (Five 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 £5,000,000 (Five Million)

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000 (Five Million)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5,000,000 (Five 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 Procedure

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 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) respond directly to a Request for Information

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

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 4

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.

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, FM17073

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 FM17073 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 (05/06/2017)

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)