

# Short Contract

**A contract between** Science and Technology Facilities Council, Polaris House,  
North Star Avenue, Swindon, SN2 1SZ  
**and** Public Health England, Chilton, Didcot OX11 0RQ  
**for** Calibration Service for the Ionisation Radiation Portable  
Instruments

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## Contract Data

*The Employer is*

Name Science and Technology Facilities Council,  
Address Polaris House, North Star Avenue, Swindon, SN2 1SZ  
Telephone REDACTED  
E-mail address REDACTED

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

Name N/A  
Address N/A  
Telephone N/A  
E-mail address N/A

*The authority of the Employer's Agent is*

N/A

*The service is* Calibration service for the ionisation radiation portable instruments

*The starting date is* 15/02/2017

*The service period is* 36 +12 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 To Be Confirmed by both parties  
Address To Be Confirmed by both parties  
Telephone To Be Confirmed by both parties  
E-mail address To Be Confirmed by both parties

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 the replacement cost of the unit.

The *Employer* provides this insurance N/A

The minimum amount of cover for the first insurance stated in the Insurance Table is (loss or damage to property) - Should a need ever arise for PHE to meet a significant financial liability this need would be backed by the Department of Health initially and then by HM Treasury if necessary. As per Appendix B.

The minimum amount of cover for the third insurance stated in the Insurance Table is (liability for loss or damage to property except employers) - Should a need ever arise for PHE to meet a significant financial liability this need would be backed by the Department of Health initially and then by HM Treasury if necessary. As per Appendix B.

The minimum amount of cover for the fourth insurance stated in the Insurance Table is (liability for death or bodily injury to contractors employees) - Should a need ever arise for PHE to meet a significant financial liability this need would be backed by the Department of Health initially and then by HM Treasury if necessary. As per Appendix B.

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 9

##### Taxation obligations of the (SUPPLIER)

The relationship between (UKSBS) and the (SUPPLIER) will be that of "independent contractor" which means that the (SUPPLIER) is not a (UKSBS) employee, worker, agent or partner, and the (SUPPLIER) will not give the impression that they are.

*As this is not an employment (CONTRACT) the (SUPPLIER) will 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) will pay back to (UKSBS) in full, any money that (UKSBS) has to pay, and they will 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).*

# The Contractor's Offer

The Contractor is  
Name Public Health England  
Address Chilton, Didcot OX11 0RQ

Telephone REDACTED.....  
E-mail address REDACTED.....

The percentage for overheads and profit added to the Defined Cost for people is N/A %.

The percentage for overheads and profit added to other Defined Cost is N/A %.

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 requirement has neem built up on a Call Off basis, therefore the exact contract value is unknown.

The offered total of the Prices for part of the service in Part 2 of the Price List is N/A

Signed on behalf of the Contractor

Name REDACTED.....  
Position Head, Dosimetry Services Department.....  
Signature [Redacted] REDACTED... Date 13/2/17.....

# The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Employer

Name REDACTED.....  
Position Category Manager.....  
Signature REDACTED..... Date 17/2/17.....



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
-------------	-------------	------	----------	------	-------

See REDACTED which was received as part of the suppliers bid submission issued via Emptoris on 17 /11/16

The total of the Prices for Part 1

The requirement has been built up on a Call Off basis, therefore the exact contract value is unknown.

**PART 2**

Item number	Description	Unit	Quantity	Rate	Price
-------------	-------------	------	----------	------	-------

N/A

The total of the Prices for Part 2

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## Service Information

**1 Description of the service**

As issued per the tender documentation issued via Emptoris on 14/11/16

**2 Specifications**

Title	Date or revision	Tick if publicly available
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As issued per the tender documentation issued via Emptoris on 14/11/16

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## Service Information

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

As issued per the tender documentation issued via Emptoris on 14/11/16

**4 Requirements for the plan**

As issued per the tender documentation issued via Emptoris on 14/11/16

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## Service Information

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

Item

Date by which it  
will be provided

As issued per the tender documentation issued via Emptoris on 14/11/16

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## Service Information

### 6 Property affected by the *service*

As issued per the tender documentation issued via Emptoris on 14/11/16

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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)

