

Short Contract

A contract between UK Research and Innovation - The National Oceanography
Centre – University Of Southampton, Waterfront Campus,
European Way, Southampton

and
.....
.....

for NOC Southampton Seawater Pumps & Holding Tanks Principal
Contractor Works

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Contract Data

The *Employer* is

Name UK Research and Innovation - The National Oceanography Centre
Address University Of Southampton, Waterfront Campus, European Way, Southampton
Telephone 02380596472 Fax N/A
E-mail address prihar@noc.ac.uk

The *works* are Principal Contractor Mechanical & Electrical works associated with the Seawater Pumps, motors & tanks repairs.

The *site* is The National Oceanography Centre,
Southampton

The *starting date* is 17/09/2018

The *completion date* is 06/01/2019

The *period for reply* is 01 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are 0.5% of project value (after 7 working days per day.
beyond contractual completion date)

The *assessment day* is the 5th of each month.

The *retention* is 5 %.

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

The *Adjudicator* is

Name CIBSE
Address 222 Balham High Road, London, SW12 9BS

Telephone 020 8675 5211
E-mail address

Contract Data

The interest rate on late payment is N/A. % 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 £10,000,000.00 for any one event.

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000,000.00 Public Liability

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5,000,000.00 Professional Indemnity

The *Adjudicator nominating body* is CIBSE

The *tribunal* is Arbitration

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

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 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 Employer 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 Employer.

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

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

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

Clause 3

Termination

The Employer, 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 Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice the Employer may direct the Contractor to perform all or any of the work under the Contract. Where the Employer has invoked either of these rights, the Contractor 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 4

Modern Slavery Act 2015

The Contractor agrees that during any term or extension it shall complete and return a 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 organisation

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

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer 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 above Act.

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 5

Taxation obligations of the Contractor

The relationship between the Employer and the Contractor shall be that of “independent contractor” which means that Contractor is not the Employer’s 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 Employer 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 Employer terminating the Contract.

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

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

Clause 6

Assignment and Subcontracting

The Employer or UK SBS acting as an agent on behalf of the Employer 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 Employer or UK SBS, acting as an agent on behalf of the Employer.

Clause 7

Privacy Statement

The Contractor accepts that the Employer's site is monitored by CCTV cameras at all times and this recorded electronic data is retained by the Employer for a period of 30 days for the purpose of site surveillance, security and monitoring. For the duration of the Contract, the Contractor consents to onsite CCTV images being recorded and stored for 30 days before the data is deleted/overwritten. For the avoidance of doubt, the Contractor's employees' rights as Data Subjects under the General Data Protection Regulations (GDPR) are preserved.

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name

Address

.....

Telephone Fax

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 Works 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 is

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data

Price List

Item number	Description	Unit	Quantity	Rate	Price
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As per FM18139 Tender Documentation – 5.2 Pricing Schedule submitted via the Emptoris Portal

The total of the Prices

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Contract Data

Works Information

1 Description of the *works*

As per FM18139 Tender Documentation

2 Drawings

As per FM18139 Tender Documentation & Associated Appendices

Drawing number	Revision	Title
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As per FM18139 Tender Documentation

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Contract Data

Works Information

3 Specifications

As per FM18139 Tender Documentation

Title	Date or revision	Tick if publicly available
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As per FM18139 Tender Documentation

4 Constraints on how the *Contractor* Provides the Works

As per FM18139 Tender Documentation

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Contract Data

Works Information

5 Requirements for the programme

As per FM18139 Tender Documentation

6 Services and other things provided by the *Employer*

As per FM18139 Tender Documentation

Welfare Facilities including washrooms and canteen (0830-1630hrs) is located on site. Water & Electricity services are free issue for the duration of this project.

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Site Information

As per FM18139 Tender Documentation

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