

Short Contract

A contract between Natural Environment Research Council (NERC), National
Oceanography Centre (NOC), Joseph Proudman Building, 6
Brownlow Street, Liverpool L3 5DA

and
.....
.....

for **Motorised Window Enhancement**

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Notes about this contract are printed in boxes like this one or in
[parenthesis like this]. They are not part of the contract.

Contract Data

The *Employer* is

Name Natural Environment Research Council, National Oceanography Centre

Address Joseph Proudman Building, 6 Brownlow Street, Liverpool L3 5DA

Telephone

E-mail address

The *services* are Provision of Feasibility and Design for the Upgrade of the Window System at NOC Liverpool

The *starting date* is September 2017

The *completion date* is 23rd March 2018

The *delay damages* for late
Completion are 0.5% of project value for delays incurred after 7 working days beyond contractual completion date. per day.

The *law of the contract* is English

The *period for reply* is one week.

The *defects date* is 12 months after Completion.

The *assessment day* is the 7th of each month.

Retention 5%

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	<p>£5million in Professional Indemnity Certification in respect of one claim, Excess of £10,000 each and every claim</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims</p>	<p>For the duration of the project, including delays and damages</p> <p>.....</p>
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p>£10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification,</p> <p>in respect of each claim, without limit to the number of claims</p> <p>.....</p>	<p>For the duration of the project, including delays and damages</p> <p>.....</p>
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	<p>£10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims</p>	<p>For the duration of the project, including delays and damages</p> <p>.....</p>

THE EMPLOYER DOES NOT PROVIDE INSURANCE

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to **£10million Public Liability £5million Professional Indemnity.**

The *Consultant's* total liability to the *Client* for other matters is limited to **£10million Public Liability £5million Professional Indemnity.**

The *tribunal* is Arbitration

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

The place where the arbitration is to be held is TBC

The person who will choose the arbitrator if the Parties cannot agree is BOHS and/or CIBSE

Only include these statements if the *tribunal* is arbitration.

The *conditions of contract* are the NEC3 Professional Services 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 CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY.

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

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 CONTRACTING AUTHORITY which led to its creation will be published by the CONTRACTING AUTHORITY on a designated web site.

The entire CONTRACT and all the sourcing documents issued by the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY, 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 CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

The CONTRACTING AUTHORITY, 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 the CONTRACTING AUTHORITY may direct the SUPPLIER to perform all or any of the work under the CONTRACT. Where the CONTRACTING AUTHORITY 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 7

Modern Slavery Act 2015

During the Term or any extension of this CONTRACT, CONTRACTING AUTHORITY is committed to ensuring that its supply chain complies with the above Act. The CONTRACTING AUTHORITY 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

CONTRACTING AUTHORITY reserve the sole right to audit any and all reports submitted by the SUPPLIER to an extent as deemed necessary and the SUPPLIER shall unreservedly assist CONTRACTING AUTHORITY in doing so. Any financial burden incurred by the SUPPLIER in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

CONTRACTING AUTHORITY will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, CONTRACTING AUTHORITY 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 the CONTRACTING AUTHORITY, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the SUPPLIER

The relationship between the CONTRACTING AUTHORITY and the SUPPLIER shall be that of “independent contractor” which means that the SUPPLIER is not a CONTRACTING AUTHORITY 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.

- (1.) The SUPPLIER, in respect of consideration 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 SUPPLIER 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 Considerations and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3.) The CONTRACTING AUTHORITY may, at any time during the term of this contract, request the SUPPLIER to provide information which demonstrates how the SUPPLIER 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 SUPPLIER 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 may result in the CONTRACTING AUTHORITY terminating the contract.

Any obligation by the SUPPLIER to comply with Clause (1) and (2) shall survive any extension, completion or termination and SUPPLIER obligations to Indemnify the CONTRACTING AUTHORITY shall survive any termination until such time as any obligations are complied with.

The CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY has to pay any such obligations owed by the SUPPLIER under Clauses (1) and (2) then the SUPPLIER shall pay back to the CONTRACTING AUTHORITY in full, any money that the CONTRACTING AUTHORITY has to pay, and the SUPPLIER shall also pay back the CONTRACTING AUTHORITY for any fine or compensate the CONTRACTING AUTHORITY for any other punishment imposed on the CONTRACTING AUTHORITY because the tax or National Insurance due 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 the CONTRACTING AUTHORITY 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 the CONTRACTING AUTHORITY. The CONTRACTING AUTHORITY 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. Please see the document entitled Cyber Essentials for the full information regarding this.

Clause 11

Delay Damages

- 1) No Delay Damages or consequential losses in place for the Lead Consultant. The damages noted above will be transferred onto the Principal Contractor. As the lead consultant, you shall be responsible for managing any delayed completion as part of final project handover; with the principal contractor.
- 2) As part of LTM/Capital expenditure requirements from the client's side; the Client requires a minimum of 5% retention which shall be released after a period of 12 months from project completion date.

The Consultant's Offer

The *Consultant* is

Name

Address

.....

Telephone

E-mail address

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*.

The name, job, qualifications and experience of *Consultant's* key people are in

The *staff rates* are

person or job	unit of measurement	rate
.....
.....
.....
.....
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is

**Enter the total of the Prices from the Price List.
If all work is to be carried out on a time charge basis, enter 'Not Applicable'.**

Signed on behalf of the *Consultant*

Name

Position

Signature Date

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client* Natural Environment Research Council

Name

Position

Signature Date

Price List

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* 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.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Item number	Description	Unit	Expected quantity	Rate	Price
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As per the attachment to question AW5.2

The total of the Prices

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Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the *services*

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

2 Description of the *services*

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

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Scope

4 Specifications and standards

List the specifications and standards that apply to this contract.

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

5 Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

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Scope

6 Requirements for the programme

State whether a programme 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 detailed within the FM17113 Invitation to Quote and supporting documentation issued.

7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client*'s information technology systems.

Item

Date by which it
will be provided

As detailed within the FM17113 Invitation to Quote and supporting documentation issued.

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