

Short Contract

A contract between

UK Research and Innovation (UKRI) – Natural Environment
Research Council (NERC)

and

TBC

for

CON19007 – Sample Storage Facility

Contract Forms

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

The *Client* is

Name UK Research and Innovation (UKRI)

Address for communications
Polaris House,
North Star Avenue,
Swindon
SN2 1FL

Address for electronic
communications FMPurchase@uksbs.co.uk

The *works* are CON19007 – Sample Storage Facility

The *site* is
Centre for Ecology and Hydrology,
Benson Lane,
Crowmarsh Gifford,
Wallingford,
OX10 8BB

The *starting date* is 16/09/2019

The *completion date* is 31/01/2020

The *delay damages* are £150 per day

The *period for reply* is 4 weeks

The *defects date* is 52 weeks after Completion

The *defect correction period* is 52 weeks

The *assessment day* is the 28th of each month

The *retention* is 5% with 2.5% released on completion %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** not apply?

The *Adjudicator* is

Name RICS: Royal Institution of Chartered Surveyors

Address for communications
12 Great George Street (Parliament Square),
London,
SW1P 3AD

Address for electronic
communications Contractrics@rics.org

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

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

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 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 Client 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 Client.

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

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

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

Clause 3

Termination

The Client, 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 Client may direct the Contractor to perform all or any of the work under the Contract. Where Client 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 7

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

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

Note: the Client 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 Client 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 Suppliers cost to do so and will not be reimbursable.

Clause 9

Taxation obligations of the Contractor

The relationship between Client and Contractor shall be that of “independent contractor” which means that Contractor is not an Client employee, worker, agent or partner, and Contractor shall not give the impression that they are.

As this is not an employment Contract, Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) Contractor in respect of consideration received under this Contract, 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 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) Client may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how 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 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 Client terminating the Contract.

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

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

Clause 12

Assignment and Subcontracting

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

Contract Data

The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic
communications

The *fee percentage* is %

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is

% (state plus
or minus)

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

As per CON19007 Tender Documentation and Supporting Appendices

The total of the Prices

Scope

1 Description of the *works*

As per CON19007 Tender Documentation and Supporting Appendices

2 Drawings

As per CON19007 Tender Documentation and Supporting Appendices

3 Specifications

As per CON19007 Tender Documentation and Supporting Appendices

4 Constraints on how the Contractor Provides the Works

As per CON19007 Tender Documentation and Supporting Appendices

5 Requirements for the programme

As per CON19007 Tender Documentation and Supporting Appendices

6 Services and other things provided by the *Client*

As per CON19007 Tender Documentation and Supporting Appendices