

Short Contract

A contract between

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and Science and Technology Facilities Council,
Daresbury Laboratory, Sci-Tech Daresbury, Keckwick Lane,
Daresbury, Warrington, Cheshire WA4 4AD
for Clean Room for the Particle Test Facility of the European
Spallation Source in Lund, Sweden

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	4
The <i>Employer's</i> Acceptance	4
Price List	5
Works Information	6
Site Information	9

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

Contract Data

The *Employer* is

Name Science & Technology Facilities Council

Address Daresbury Laboratory, Sci-Tech Daresbury, Keckwick Lane, Daresbury, Warrington,
Cheshire WA4 4AD

Telephone 01925 603699

Fax

E-mail address mark.pendleton@stfc.ac.uk

The *works* are Fabrication, assembly and installation of clean room to particle test facility
of the European Spallation Source in Lund, Sweden

The *site* is ESS, Lund, Sweden

The *starting date* is

The *completion date* is

The *period for reply* is 4 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 15 weeks.

The *delay damages* are £250 per day.

The *assessment day* is the First of each month.

The *retention* is 5 %.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply?

Yes / ~~No~~ (delete as appropriate)

The *Adjudicator* is

Name To be advised.

Address

.....

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 0.5% 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 £10 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 third insurance stated in the Insurance Table is £5 million

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5 million

The *Adjudicator nominating body* is To be advised

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is To be advised

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

The Research Councils are Public Authorities within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

Consequently, even if a confidentiality agreement has been agreed, information in relation to this order / tender / contract and all correspondence received may be made available on demand in accordance with the Freedom of Information Act 2000 and /or the Environment Information Regulations 2004.

Suppliers / contractors should state if any of the information supplied by them is confidential of commercially sensitive or should not be disclosed in response to a request for information under the aforementioned Act / Regulations. Suppliers / contractors should state why they consider the information to be confidential of commercially sensitive.

This will not guarantee that the information will not be disclosed in response to requests for information but will be examined in the light of the exemptions provided in the Freedom of Information Act 2000 and / or the Environmental Information Regulations 2004 before a decision to disclose or not is made.

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 130%.

The percentage for overheads and profit added to other Defined Cost is 130%.

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

Enter the total of the Prices from the Price List.

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

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer.

If the *Contractor* 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; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work 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.

Item number	Description	Unit	Quantity	Rate	Price
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The total of the Prices

Contract Data

Works Information

The Works 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. Information provided by the *Contractor* should be listed in the Works 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 Works Information.

1 Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

The fabrication, assembly and installation of a clean room for the particle test facility of the European Spallation Source as detailed in the technical specification document enclosed with the tender documents

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
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Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
As per tender documents
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4 Constraints on how the *Contractor* Provides the Works

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*.

Risk assessments and method statements must be provided and signed off by the client before initiation of works.

Welfare to be provided by client is set out in the STFC Code of Practice.

All PPE to supplied by the contractor and must be used at all times during the contract. Special consideration should be given to the proximity of the work area to internal site roads and the need to maintain a functioning reception service during these works.

Contractors are required to hold valid public liability insurance for a minimum value of £10 million – this is a precondition for all consultants/contractors undertaking works at STFC. Before working onsite contractors must have been inducted and received a copy of the STFC Code of Practice. This will be provided to the contractor prior to the start of works.

Contract Data

Works Information

5 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.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The Contractor is to provide a programme chart detailing all the activities required to complete the works including mobilization period, all construction activities, and testing/commissioning.

The programme must show the critical path and include a fully detailed resource schedule and assessment dates.

The programme must show the cost of each element and the totals are to equal the tendered cost. There are to be no preliminary costs shown.

6 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
Electricity	From commencement
Water	From commencement
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Contract Data

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as limitations on access and the position of adjacent structures.

To be advised