

# Short Contract

A contract between    **The Natural Environment Research Council (NERC)– National  
Oceanography Centre Southampton (NOC's) – The Employer**  
**and**  
                              **UK Shared Business Services (UK SBS) – Procurement Agent**  
**and** .....  
.....  
.....  
**for Fume Cupboard Replacement**  
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# Contract Data

The *Employer* is

Name National Oceanography Centre, Southampton

Address Waterfront Campus, European Way, Southampton, SO14 3ZH

Telephone ..... Fax .....

E-mail address .....

The *works* are Fume Cupboard Replacement

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The *site* is National Oceanography Centre, Southampton

The *starting date* is 28 / November / 2016

The *completion date* is 24 / March / 2017

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are £75.00 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 The Royal Institution of Chartered Surveyors (RICS)

Address .....

.....

Telephone ..... Fax .....

E-mail address .....

# Contract Data

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 £10 Million for any one event.

The *Employer* provides this insurance No Insurance provided by the employer

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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 The Royal Institution of Chartered Surveyors

The *tribunal* is TBC

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 UK SBS 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 UK SBS.

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

## **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 UK SBS which led to its creation will be published by UK SBS on a designated web site.

The entire Contract and all the sourcing documents issued by UK SBS 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 UK SBS, 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 UK SBS 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 (UK SBS) 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 UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### **Termination**

UK SBS or NERC may terminate the Contract by written notice to the Contractor in any of the following circumstances:

- (i) Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");
- (ii) Where it considers that the Contractor has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the (UK SBS) seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which UK SBS or NERC considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The UK SBS or NERC shall not incur any liability to the Contractor by reason of such termination and shall not be required to pay any costs, losses or damage to the Contractor. Termination under this clause shall be without prejudice to any other rights of UK SBS or NERC.

### **Clause 4**

#### **Payment to other parties**

The Contractor shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Contractor to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
  - (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
- ; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those

imposed in paragraphs (i), (ii) and (iii) of this Clause [insert clause number], subject to suitable amendment to reflect the identities of the relevant parties.

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# Contract Data

## The Contractor's Offer

The Contractor is

Name .....

Address .....

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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 .....

**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

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All Prices should be inserted into the AW5.2 Pricing Schedule.

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The total of the Prices

## Works Information

### 1 Description of the *works*

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As Per details within FM 16111 Request for Proposal and Supporting Documentation

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### 2 Drawings

Drawing number	Revision	Title
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As Per details within FM 16111 Request for Proposal and Supporting Documentation

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### 3 Specifications

Title	Date or revision	Tick if publicly available
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As Per details within FM 16111 Request for Proposal and Supporting Documentation

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### 4 Constraints on how the *Contractor* Provides the Works

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As Per details within FM 161111 Request for Proposal and Supporting Documentation

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### 5 Requirements for the programme

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As Per details within FM 161111 Request for Proposal and Supporting Documentation

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

Item

Date by which it  
will be provided

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As Per details within FM 161111 Request for Proposal and Supporting Documentation

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## Site Information

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As Per details within FM 161111 Request for Proposal and Supporting Documentation

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