

Engineering and Construction Short Contract

Contract Data Forms

Short Contract

A contract between

UKRI, National Oceanography Centre, European Way,
Southampton SO14 3ZH

and

for

FM19180 Upgrades to lights and lighting controls level 9 and 10

Contract Forms

Contract Data

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

Price List

Scope

Site Information

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

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *works* are

The *site* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *defect correction period* is weeks

The *assessment day* is the of each month

The *retention* is %

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

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

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

Only enter details here if the *Client* is to provide insurance.

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

Public Liability

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

Professional Indemnity

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

Only enter details here if additional conditions are required.

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 as amended; 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.

Clause 3

Termination Para 2

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 Employer may direct the Contractor to perform all or any of the work under the Contract. Where 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 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

Employer 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 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 shall complete and return the report to the contact named in the Contract on the following date(s) from the Commencement of the Contract.

TBC on Contract award

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 8

Staff and Transfer of Employment

Employer will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, Employer any increases in the Contractor 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 Contractor records and always after a period of due diligence carried out by Employer, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the Contractor

The relationship between Employer and Contractor shall be that of "independent contractor" which means that Contractor is not a Employer 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) Employer 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 Employer 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 Employer shall survive without limitation until such time as any of these obligations are complied with.

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

Clause 12

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.

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

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

Enter the total of the Prices from the Price List.

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

Bidders are required to complete FM19180 Price Schedule and submit under AW5.2 in the Price Questionnaire which was issued via CCS eSourcing Portal

The method and rules used to compile the Price List are

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 *Contractor* will interpret it differently from the *Client's* intention.

Information provided by the *Contractor* 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 the other parts of the Scope.

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.

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal.

2 Drawings

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal

Scope

3 Specifications

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal

4 Constraints on how the Contractor Provides the Works

The Contractor is to comply with NOCS Code of Conduct at all times whilst on site.
The Contractor and all operatives must sign in and out with NOCS Security on a daily basis.
Works are to be carried out during normal working hours between 8am – 6pm, Monday – Friday
Works can be carried out by exception outside of these hours, subject to the agreement of NOCS Estates.

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal.

Scope

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).

6 Services and other things provided by the *Client*

Electricity – The Contractor may utilise existing electricity supplies from commencement.
Water – The contractor may utilise existing water supplies from commencement.

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal

Site Information

Please refer to the Site Information.

The works are taking place in an occupied site which forms part of the National Oceanography Centre, Southampton.

Research activities will continue in adjacent areas for the duration of the contract.
Parking and off-loading are limited.

The site is situated on an exposed coastal dockside location within the designated 'Dock Gate 4' area of Southampton adjacent to the ferry ports and was originally constructed in 1995. The property is currently occupied in a joint venture by the University of Southampton and UKRI NERC.

An asbestos register is available to be viewed at the NOCS Facilities Management Offices.

Full information can be found in Section 4 Specification and any additional appendices of FM19180 Upgrades to lights and lighting controls level 9 and 10 at the National Oceanography Centre Southampton which was issued via the CCS eSourcing Portal