

Short Contract

A contract between **The Natural Environment Research Council, National Oceanography Centre, Southampton**

and

for **FM17148 - The Provision of Annual Pressure System Examinations NOC Southampton 2017 - 2020**

| 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 |
| Conditions of Contract | CC1 |

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

Contract Data

The *Employer* is

Name The National Oceanography Centre, Southampton
Address European Way, Southampton, S014 3ZH
Telephone 01793 867005
E-mail address FMProcurement@uksbs.co.uk

The *works* are Annual Pressure System examinations as Specified in Section 4 Specification FM17148. .

The *site* is NOC Southampton

The *starting date* is November 10th 2017

The *completion date* is November 13th 2020

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 £0.00 per day.

The *assessment day* is the 1st Working of each month.

The *retention* is 2.5 %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? No

The *Adjudicator* is

Name Royal Institute of Chartered Surveyors
Address RICS Contact Centre, Survey Court, Westwood Way, Coventry, CV4 8JE
Telephone 0870 333 1600
E-mail address ContactRICS@RICS.org

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.

The Contractor is not liable to the Employer for loss of or damage to the Employer's

property in excess of £10,000,000.00 GBP (Ten Million Pounds) for any one event.

The Employer provides this insurance

Only enter details here if the Employer is to provide insurance.

Nil

The minimum amount of cover for the third insurance stated in the

Insurance Table is £5,000,000.00 GBP (Five Million Pounds)

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is £5,000,000.00 GBP (Five Million Pounds)

The Adjudicator nominating body is

RICS Dispute Resolution Service

The tribunal is Arbitration.

If the tribunal is arbitration, the arbitration procedure is

The RICS Dispute Resolution Service (DRS) procedure in force when the arbitrator is appointed.

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

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 %.

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

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 |
|-------------|-------------|------|----------|------|-------|
|-------------|-------------|------|----------|------|-------|

As outlined in the attached FM17148 AW5.2 Pricing Schedule, as submitted by on/...../.....

The total of the Prices

5

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.

This information can be found in Section 4 - Specification of FM17148

2 Drawings

List the drawings that apply to this contract.

| Drawing number | Revision | Title |
|----------------|----------|-------|
|----------------|----------|-------|

There are no Drawings relevant to this contract.

6

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

This information can be found in Section 4 Specification of FM17148

| Title | Date or revision | Tick if publicly available |
|-------|------------------|----------------------------|
|-------|------------------|----------------------------|

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*.

This information can be found in Section 4 Specification of FM17148

7

Contract Data

Works Information

5 Requirements for the program

State whether a program 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).

A Method Statement has been requested this should be Attached to Question PROJ1.1 within the eSourcing platform of which the bid was submitted This information can be found in Section 4 Specification of FM17148

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 |
|--|-----------------------------------|
| All utilities will be provided on site. Any plant and Materials will need to be provided by the contractor | November 10 th 2017 |

8

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.

As provided during Site Induction.