

Short Contract

A contract between **Natural Environmental Research Council (NERC - NOC)**

and
.....
.....

for **FM17184 - Workshop LEV Principal Contractor Works**

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

Contract Data

The *Employer* is

Name National Oceanography Centre – Southampton
Address National Oceanography Centre – Southampton, European Way, Southampton
SO14 3ZH
Telephone TBC
E-mail address TBC

The *works* are Replacement of LEV Systems in Workshops W1/36 & W1/40

The *site* is National Oceanography Centre, Southampton

The *starting date* is 10th January 2018

The *completion date* is 19th February 2018

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 0.5% of project value (applicable after one week of scheduled completion date) per day.

The *assessment day* is the 20th of each month.

The *retention* is 5 %.

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

The *Adjudicator* is

Name TBC

Address TBC

Telephone TBC

E-mail address

Contract Data

The interest rate on late payment is 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 N/A

The minimum amount of cover for the third insurance stated in the Insurance Table is £10 Million Public Liability

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

The *Adjudicator nominating body* is CIBSE

The *tribunal* is Arbitration

If the *tribunal* is arbitration, Procedures in place as per the body instructed by CIBSE the arbitration procedure is

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 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; 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.

In this entire clause the expression “sourcing documents” means the advertisement issued by the EMPLOYER seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

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 the EMPLOYER may direct the CONTRACTOR to perform all or any of the work under the CONTRACT. Where the 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

During the Term or any extension of this CONTRACT, EMPLOYER is committed to ensuring that its supply chain complies with the above Act. The EMPLOYER shall provide such assurances, on the anniversary of the commencement date or completion of the CONTRACT, if less than 12 months.

The CONTRACTOR shall provide a report 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 sole 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. Any financial burden incurred by the CONTRACTOR in doing so shall 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's 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 the EMPLOYER, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the CONTRACTOR

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

As this is not an employment CONTRACT, the CONTRACTOR shall be fully responsible for all their own tax including any National Insurance contributions arising from carrying out the SERVICES.

- (1.) The CONTRACTOR, in respect of consideration 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 the 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.) The EMPLOYER may, at any time during the term of this contract, request the CONTRACTOR to provide information which demonstrates how the 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 the 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 may result in the EMPLOYER terminating the contract.

Any obligation by the CONTRACTOR to comply with Clause (1) and (2) shall survive any extension, completion or termination and CONTRACTOR obligations to Indemnify the EMPLOYER shall survive any termination until such time as any obligations are complied with.

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

Clause 10

Cyber essentials questionnaire

The CONTRACTOR agrees that during any term or extension at the sole discretion of the EMPLOYER to complete the attached questionnaire as many times as is required within 14 days from notice to do so and shall send this information as directed by the EMPLOYER. The EMPLOYER is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the CONTRACTOR shall not be reimbursable.

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
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As per AW5.2 on FM17184

The total of the Prices

Works Information

1 Description of the *works*

As per FM17184 ITQ document

2 Drawings

As per FM17184 ITQ document

3 Specifications

As per FM17184 ITQ document

4 Constraints on how the *Contractor* Provides the Works

As per FM17184 ITQ document

5 Requirements for the programme

As per FM17184 ITQ document

6 Services and other things provided by the *Employer*

As per FM17184 ITQ document

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.

This image shows a full page of white paper with horizontal dotted lines. The lines are evenly spaced and run across the width of the page, providing a guide for handwriting practice. There are no margins, text, or other markings on the page.