

16 MARCH 2017

NEC3 ENGINEERING AND CONSTRUCTION CONTRACT

(OPTION C)

for works comprising of

Engineering Management Services to Rehabilitate Freetown Water Supply, Sierra
Leone

OJEU Publication Reference
2016-OJS186-334673-en

between

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

and

IMC WORLDWIDE LIMITED

Employer Initial: _____

Contractor Initial _____

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Contractor's responsibilities	1
3.	Employer's responsibilities	1
4.	Contract Limit	1
6.	Bond & Guarantee	2

SECTIONS

ANNEX 1	COMPLETED CONTRACT DATA
SECTION A	CONTRACT DATA PART 1
SECTION B	CONTRACT DATA PART 2
ANNEX 2	X,Y and Z Clauses
.....	Appendix 1A
.....	Appendix 1B
.....	Appendix 1C
.....	Appendix 1D
.....	Appendix 1E
ANNEX 3	Works Information
Invitation to Tender - Terms of References and associated Annexes	
Appendix 1 - Booklet 1 - Stage 1 Works (Feasibility)	
Appendix 2 - Booklet 2 - Stage 2 Works (Front End Engineering and Design)	
Appendix 3 - Booklet 3 - Transition from Stage 2 to Stage 3	
Appendix 4 - Booklet 4 - Stage 3 Works (Detailed Design)	
Appendix 5 - Booklet 5 - Transition from Stage 3 to Stage 4	
Appendix 6 - Booklet 6 - Stage 4 Works (Engineering, Procurement and Construction)	
Appendix 7 - Booklet 7 - Transition from Stage 1 to Stage 2	
ANNEX 4	Clarification Questions
Section A	Clarification Response 1
Section B	Clarification Response 2
ANNEX 5	Contractor Proposal
ANNEX 6	NEC3 Engineering and Construction Contract Option C
ANNEX 7	CONTRACTOR BOND
ANNEX 8	PARENT COMPANY GUARANTEE
ANNEX 9	INCENTIVE SCHEDULE

Employer Initial: _____

Contractor Initial _____

THIS DEED (“the Agreement”) is dated ____ March 2017

PARTIES

- (1) **The Secretary of State for International Development** of the Government of the United Kingdom of England, Wales and Northern Ireland, having its primary place of business located at 22 Whitehall London SW1A 2EG (the “**Employer**” or “**DFID**”).
- (2) **IMC Worldwide Limited** incorporated and registered in England and Wales with company number 2651349 whose registered office is at 64-68 London Road Redhill, Surrey RH1 1LG, United Kingdom (the “**Contractor**”)

BACKGROUND

- (A) The *Employer* wishes to appoint the *Contractor* to Provide a system for the rehabilitation of the water supply in Freetown, Sierra Leone
- (B) The *Contractor* has agreed to Provide the Works in accordance with the *conditions of contract* specified in clause 4 of this Agreement.

AGREED TERMS

1. INTERPRETATION

Unless the context otherwise requires:

- (a) any term used with initial capital letters has the meaning given to it in the *conditions of contract*, and
- (b) any italicised term has the meaning given to it in the Contract Data.

2. CONTRACTOR'S RESPONSIBILITIES

The *Contractor* will Provide the Works in accordance with the *conditions of contract* specified in clause 4 below.

3. EMPLOYER'S RESPONSIBILITIES

The *Employer* will pay the *Contractor* for the *works* and carry out his other duties in relation to them in accordance with the *conditions of contract*.

4. INCORPORATED TERMS & PRIORITY

The Agreement for the *Works* comprises of the following documents:

- (a) this Agreement;
- (b) Annex 1 - The Completed Contract Data
- (c) Annex 2 – Special Terms X, Y, Z (including Appendixes 1A-1G)

- (d) Annex 6 – NEC3 Engineering and Construction Contract Option C, including;
- (e) Annex 4 - Clarification Questions
- (f) Annex 3 – Works Information
- (g) Annex 5 – The Contractor Proposal
- (h) Annex 8 – The Performance Guarantee
- (i) Annex 7 – The Contractor Bond
- (j) Annex 9 – Incentive Schedule
- (k) any other document forming part of the contract.

If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the above sequence.

5. CONTRACT LIMIT

Payment under this Contract shall in no event, exceed thirty four million seven hundred thousand pounds sterling (£34,700,000), inclusive of any applicable government tax, subject to any agreed amendments to this Agreement by way of deed. For the avoidance of doubt a Compensation Event shall not be capable of varying this financial limit.

6. BOND & GUARANTEE

Failure of the Contractor (where applicable) and the respective Guarantor parties to execute both the Contractor Bond (Annex 7) and Performance Guarantee (Annex 8) before 31 March 2017 shall constitute a fundamental breach of the Agreement and allow the Employer to terminate without cost

Executed and delivered as a deed
by Secretary of State for
International Development acting
by [Redacted], Senior Procurement
and Commercial Manager and
[Redacted], Procurement Manager

.....
[Redacted]
.....
[Redacted]

in the presence of a witness:

[Redacted].....(Name)
[Redacted](Occupation)
..... (Address)
.....

Executed and delivered as a deed
by IMC Worldwide acting by
[Redacted], and [Redacted]

.....
[Redacted]
Director

.....
[Redacted]
[Director **OR** Secretary]

in the presence of a witness:

[Redacted]..... (Name)
[Redacted](Occupation)
..... (Address)
.....

.....
[Redacted]
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

