

Short Contract

A contract between Natural Environment Research Council.
National Oceanography Centre, Southampton, University of
Southampton Waterfront Campus, European Way,
Southampton SO14 3ZH
and
.....
.....
for FM 17122 Fire Loop Alteration Project.

| Contents | Page |
|--------------------------------|------|
| Contract Forms | |
| Contract Data | 2 |
| The <i>Consultant's</i> Offer | 5 |
| The <i>Client's</i> Acceptance | 6 |
| Price List | 7 |
| Scope | 8 |
| Conditions of Contract | CC1 |

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

Contract Data

The *Client* is

Name **Natural Environment Research Council .**

Address **National Oceanography Centre,, University of Southampton, Waterfront Campus,
European Way, Southampton SO14 3ZH.**

Telephone Fax

E-mail address

The *services* are **Fire Loop Alteration Project.**

The *starting date* is **25/09/2017**

The *completion date* is **30/11/2017**

The *delay damages* for late
Completion are **0.5% of project value for delays incurred after** per day.
7 working days beyond contractual
completion date

The *law of the contract* is **English .**

The *period for reply* is **2** weeks.

The *defects date* is **52** weeks after Completion.

The *assessment day* is the **7th** of each month.

Work is to be carried out on a
time charge basis **N/A**

If the period for payment is not
four weeks

The period for payment is **N/A** weeks.

The interest rate
on late payment is **N/A** % per complete week of delay.

Contract Data

The *Consultant* provides the following insurance cover

| Insurance against | Minimum amount of cover | Period following Completion or earlier termination |
|--|---|--|
| Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> | <p>£5million in Professional Indemnity Certification in respect of one claim, Excess of £10,000 each and every claim</p> <p>in respect of each claim, without limit to the number of claims</p> | For the duration of the project, including delays and damages |
| Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | <p>£10 million Public Liability any one occurrence.</p> <p>£5million in Professional Indemnity Certification in respect of one claim, - defence costs in addition. Excess of £10,000 in respect of each claim, without limit to the number of claims</p> | For the duration of the project, including delays and damages |
| Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | <p>£10 million Employer's liability any one occurrence.</p> <p>£10 million Public Liability any one occurrence.</p> <p>£5million in Professional Indemnity Certification in respect of one claim, - defence costs in addition. Excess of £10,000. in respect of each claim, without limit to the number of claims</p> | For the duration of the project, including delays and damages. |

THE EMPLOYER DOES NOT PROVIDE INSURANCE

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to **£10million Public Liability £5million Professional Indemnity.**

The *Consultant's* total liability to the *Client* for other matters is limited to **£10million Public Liability £5million Professional Indemnity.**

The *tribunal* is **Arbitration**

If the *tribunal* is arbitration, the arbitration procedure is

The place where the arbitration is to be held is

The person who will choose the arbitrator if the Parties cannot agree is **CIBSE, BAFE and LPCB.**

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The (SUPPLIER) shall provide all assistance to enable the (CONTRACTING AUTHORITY) 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 (CONTRACTING AUTHORITY).

In no event shall the (SUPPLIER) or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the (CONTRACTING AUTHORITY).

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the (SUPPLIER) agrees that the (CONTRACT) and the sourcing documents issued by the (CONTRACTING AUTHORITY) which led to its creation will be published by the (CONTRACTING AUTHORITY) on a designated web site.

The entire (CONTRACT) and all the sourcing documents issued by the (CONTRACTING AUTHORITY) 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 (CONTRACTING AUTHORITY), at the time when it considers disclosure, reasonably considers to be confidential to the (SUPPLIER);

- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the (CONTRACTING AUTHORITY) 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 (SUPPLIER) consents to the (CONTRACT) or sourcing documents being redacted by the (CONTRACTING AUTHORITY) 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 (CONTRACTING AUTHORITY) seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 1

The (CONTRACTING AUTHORITY) may terminate the (CONTRACT) by written notice to the (SUPPLIER) 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(as amended) ("PCR 2015");
- (ii) Where it considers that the (SUPPLIER) 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 (SUPPLIER) 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 (SUPPLIER) 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 (CONTRACTING AUTHORITY) seeking a declaration that the (CONTRACT) is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the (CONTRACTING AUTHORITY) 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 (CONTRACTING AUTHORITY) shall not incur any liability to the (SUPPLIER) by reason of such termination and shall not be required to pay any costs, losses or damage to the (SUPPLIER). Termination under this clause shall be without prejudice to any other rights of the (CONTRACTING AUTHORITY).

Termination Para 2

The (CONTRACTING AUTHORITY), 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 (SUPPLIER) in each case by giving to the (SUPPLIER) reasonable written notice. During the period of notice CONTRACTING AUTHORITY may direct the (SUPPLIER) to perform all or any of the work under the (CONTRACT). Where (CONTRACTING AUTHORITY) has invoked either of these rights, the (SUPPLIER) 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 4

Payment to other parties

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

- (i) any payment due from the (SUPPLIER) 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 (SUPPLIER) 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;
- (i) ; 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.

Clause 5

Sub-contractors

The (CONTRACTING AUTHORITY) may (without cost to or liability of the (CONTRACTING AUTHORITY) require the (SUPPLIER) to replace any subcontractor where in the reasonable opinion of the (CONTRACTING AUTHORITY) any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015(as amended) apply to the subcontractor.

Clause 6

Retention

A 5% retention will be retained by the client, for a period of 12 months after the project completion date.

The Consultant's Offer

The *Consultant* is

Name

Address

.....

Telephone

E-mail address

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*.

The name, job, qualifications and experience of *Consultant's* key people are in

The *staff rates* are

| person or job | unit of measurement | rate |
|---|---------------------|-------|
| | | |
| | | |
| | | |
| | | |
| People not stated here are at open market or competitively tendered rates | | |

The offered total of the Prices is As detailed in the ITQ (AW5.2)

**Enter the total of the Prices from the Price List.
If all work is to be carried out on a time charge basis, enter 'Not Applicable'.**

Signed on behalf of the *Consultant*

Name

Position

Signature Date

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client* Natural Environment Research Council

Name

Position

Signature

..... Date

Price List

| Item number | Description | Unit | Expected quantity | Rate | Price |
|-------------|-------------|------|-------------------|------|-------|
|-------------|-------------|------|-------------------|------|-------|

As submitted by the supplier via the tender Emptoris portal xx/xx/2017

Expenses

As submitted by the supplier via the tender Emptoris portal xx/xx/2017

The total of the Prices

7

Scope

1 Purpose of the services

As issued per the tender documentation issued via Emptoris on 28/07/2017

2 Description of the services

As issued per the tender documentation issued via Emptoris on 28/07/2017

3 Existing information

As issued per the tender documentation issued via Emptoris on 28/07/2017

8

Scope

4 Specifications and standards

As issued per the tender documentation issued via Emptoris on 28/07/2017

5 Constraints on how the *Consultant* is to Provide the Services

As issued per the tender documentation issued via Emptoris on 28/07/2017

9

Scope

6 Requirements for the programme

As issued per the tender documentation issued via Emptoris on 28/07/2017

7 Information and other things provided by the *Client*

Item

Date by which it
will be provided

As issued per the tender documentation issued via Emptoris on 28/07/2017

10