

Engineering and Construction Short Contract

Contract Data Forms

Short Contract

A contract between

UKRI Natural Environment Research Council – British Antarctic Survey

and

[Empty box for second party name]

for

Polar Sediment Core Facility

Contract Forms

Contract Data

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

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

The *Client* is

Name UKRI Natural Environment Research Council – British Antarctic Survey

Address for communications Madingley Road, Cambridge, CB3 0ET

Address for electronic communications

The works are

The site is BAS Cambridge

The starting date is

The completion date is

The delay damages are £250 per day

The period for reply is 3 working days

The defects date is 52 weeks after Completion

The defect correction period for Defects notified following Completion which prevent and/or affect the intended operational use of any part of the works subsequently endangering temporary temperature controlled storage for the existing sediment core samples on the site 24 hours

For all other Defects the defect correction period is 1 week

The assessment day is the The first working day of each month

The retention is 5 percent %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) ~~does/does~~ not apply?

(delete as applicable)

The *Adjudicator* is

Name

Royal Institute of Chartered Surveyors
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Address for communications

55 Colmore Row, Birmingham, B3 2AA Telephone: 020733 43806

Address for electronic communications

drs@rics.org

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

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

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

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.

Contract Data

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 Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Contract and all the sourcing documents issued by the Client 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 Client, 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 Client 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 Client 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 Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 1

The Client may terminate the Contract by written notice to the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Client seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Client 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 Client shall not incur any liability to the Contractor by reason of such termination and shall not be required to pay any costs, losses or damage to the Contractor. Termination under this clause shall be without prejudice to any other rights of the Client.

Termination Para 2

The Client 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 Client may direct the Contractor to perform all or any of the work under the Contract. Where the Client 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 4

Payment to other parties

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

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

For the avoidance of doubt, in any situations that the Client is making payments to the Contractor without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Contractor to its subcontractors or supply chain.

Clause 5

Sub-contractors

The Client may (without cost to or liability of the Client) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client 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

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

The Client reserves the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Client in doing so.

Note: The Client 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 Client 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.

Clause 7

Taxation obligations of the Contractor

The relationship between Client and the Contractor shall be that of “independent contractor” which means that the Contractor is not a Client 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 received under this Contract, the 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 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 Client may, at any time during the term, completion extension or post termination 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, during any term or extension, may result in the Client terminating the Contract.

Any obligation by the Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Contractor's obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

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

Clause 8

Assignment and Subcontracting

The Client or UK SBS acting as an agent on behalf of the Client 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 Client or UK SBS, acting as an agent on behalf of the Client.

The Client or UK SBS acting as an agent on behalf of the Client may (without cost to or liability of the Client or UK SBS) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client or UK SBS acting as an agent on behalf of the Client 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 9

Privacy Statement

The Contractor accepts that the Employer's site is monitored by CCTV cameras at all times and this recorded electronic data is retained by the Employer for a period of 30 days for the purpose of site surveillance, security and monitoring. For the duration of the Contract, the Contractor consents to onsite CCTV images being recorded and stored for 30 days before the data is deleted/overwritten. For the avoidance of doubt, the Contractor's employees' rights as Data Subjects under the General Data Protection Regulations (GDPR) are preserved.

Clause 10

Additional Insurances

The Contractor provides these additional insurances

- 1) Insurance against faults in design (Professional Indemnity Insurance)

Cover/Indemnity is £5,000,000.00

- 2) Insurance against personal injury or damage to property caused by goods supplied by the Contractor (Product Liability Insurance)

Cover/Indemnity is £5,000,000.00

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
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Scope

1 Description of the works

Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility.

2 Drawings

DRAWING NUMBER	REVISION	TITLE
Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility.		

Scope

3 Specifications

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility.		

4 Constraints on how the Contractor Provides the Works

Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility for details of 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 *Client*

Scope

5 Requirements for the programme

Please refer to the PSCF RFPQ tender questionnaire as issued with CON19015 – Polar Sediment Core Facility.

6 Services and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility	

Site Information

Please refer to the PSCF Specification in Appendix 2 of the tender referred to as CON19015 – Polar Sediment Core Facility