

Short Contract

A contract between

UK Research and Innovation

and

TBC

for

CON19018 – Helium Storage 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	UK Research and Innovation
Address for communications	Rutherford Appleton Laboratory Harwell Campus, Chilton, Oxfordshire, OX14 1NG
Address for electronic communications	FMProcurement@uksbs.co.uk
The works are	CON19018 – Helium Storage Facility
The site is	Building R117 at the Rutherford Appleton Laboratory Harwell Campus, Chilton, Oxfordshire, OX14 1NG
The starting date is	Monday 17 th February 2020
The completion date is	Monday 27 th April 2020
The delay damages are	<input type="text"/> per day
The period for reply is	<input type="text" value="1"/> week
The defects date is	<input type="text" value="52"/> weeks after Completion
The defect correction period is	<input type="text" value="4"/> weeks
The assessment day is the	<input type="text" value="21<sup>st</sup>"/> of each month
The retention is	<input type="text" value="5"/> %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* is

Name	Royal Institution of Chartered Surveyors
Address for communications	12 Great George Street (Parliament Square), London, SW1P 3AD
Address for electronic communications	contactrics@rics.org

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

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

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 *Client* 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 *Client*.

In no event shall the *Contractor* or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the *Client*.

Contract Data

The *Client's* 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

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.

The *Client's* Contract Data

Clause 4

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* reserve 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.

The *Contractor* shall complete and return the report to the contact named in the Contract on the following date(s) from the Start Date of the Contract

Dates: TBC

The *Contractor* agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the *Contractor* cost to do so and will not be reimbursable.

Clause 5

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.

The *Client's* Contract Data

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 *Contractors* 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*.

The *Client's* Contract Data

Clause 6

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*.

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

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

Price List

The total of the Prices

The method and rules used to compile the Price List are

Scope

1 Description of the *works*

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

2 Drawings

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

3 Specifications

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

4 Constraints on how the Contractor Provides the Works

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

5 Requirements for the programme

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

6 Services and other things provided by the *Client*

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.

Site Information

Please refer to CON19018 Invitation to Quote tender documentation and all supporting Appendices for full details of this project.