engineering and Construction

Short Contract

A contract between The National Oceanography Centre at The Natural Environment Research Council – University Of Southampton, Waterfront Campus, European Way, Southampton

for FM 18051 MARSIC Synthetic Environment Project

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

The Employer is

Name The National Oceanography Centre at The Natural Environment Research Council

Address University Of Southampton, Waterfront Campus, European Way, Southampton

Telephone 02380596472..... Fax..... Fax....

E-mail address prihar@noc.ac.uk

The works are Principal Contractor Mechanical & Electrical works associated with the MARSIC SE

project.

The site is The National Oceanography Centre,

Southampton

The starting date is 09/07/2018

The completion date is 24/09/2018

The period for reply is 01 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 per day.

The assessment day is the 5th of each month.

The retention is 5 %.

Does the United Kingdom Housing Grants, Construction and Yes

Regeneration Act (1996) apply?

The Adjudicator is

Name CIBSE

Address 222 Balham High Road, London, SW12 9BS

Telephone 020 8675 5211

E-mail address

| The interest rate on late payment is N/A % per complete week of delay. | | | | | | | |
|--|---|--|--|--|--|--|--|
| Insert a rate only if a rate less than 0.5% per week of delay has been agreed. | | | | | | | |
| The Contractor is not liable to the | e Employer for loss of or damage to the Employer's | | | | | | |
| property in excess of | £10,000,000.00 for any one event. | | | | | | |
| The <i>Employer</i> provides this insurance | Only enter details here if the <i>Employer</i> is to provide insurance. | | | | | | |
| | | | | | | | |
| | for the third insurance stated in the £10,000,000.00 Public Liability | | | | | | |
| | for the fourth insurance stated in the £5,000,000.00 Professional Indemnity | | | | | | |
| The Adjudicator nominating body is | CIBSE | | | | | | |
| The tribunal is | Arbitration | | | | | | |
| If the <i>tribunal</i> is arbitration, the arbitration procedure is | TBC | | | | | | |
| The conditions of contract are additional conditions | the NEC3 Engineering and Construction Short Contract April 2013 and the following | | | | | | |
| | | | | | | | |

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 per | centage for overheads and profit added to other Defined Cost is %. | | | | | | |
| determined in accordance with the co | Norks in accordance with the conditions of contract for an amount to be onditions of contract. | | | | | | |
| The offered total of the Prices is | | | | | | | |
| | Enter the total of the Prices from the Price List. | | | | | | |
| Signed on behalf of the <i>Contractor</i> Name Position Signature | Date | | | | | | |
| The Employer's | s Acceptance | | | | | | |
| The Employer accepts the Contractor | | | | | | | |
| The Employer accepts the Contractor | 's Offer to Provide the Works | | | | | | |
| Signed on behalf of the Employer | 's Offer to Provide the Works | | | | | | |
| | 's Offer to Provide the Works | | | | | | |
| Signed on behalf of the Employer | 's Offer to Provide the Works | | | | | | |
| Signed on behalf of the <i>Employer</i> Name | 's Offer to Provide the Works Date | | | | | | |

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 | |
|--|-------------|------|----------|------|-------|--|
| As per FM18051 Tender Documentation The total of the Prices | | | | | | |

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Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer*'s requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer*'s intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer*'s requirements and is consistent with the other parts of the Works Information.

1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

As per FM18051 Tender Documentation

2 Drawings

List the drawings that apply to this contract.

Drawing number Revision Title

As per FM18051 Tender Documentation

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Works Information

3 Specifications

List the specifications which apply to this contract.

Title Date or revision Tick if publicly available

As per FM18051 Tender Documentation

4 Constraints on how the Contractor Provides the Works

State 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 *Employer*.

As per FM18051 Tender Documentation

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Contract Data

Works Information

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

Programme is to highlight a Work Breakdown Structure of – Preliminaries, Goods Delivery Schedules, Site mobilization, Mechanical Works, Electrical Works, System Shutdown & Isolations, In & Out-of Hours Works, System Commissioning, Snagging, Project Handover, O&M information Handover – on or before 19th June 2018

This is a basic programme that will be required to be submitted with the tender documentation. The programme shall be finalised with the client at contract pre-commencement meeting.

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item Date by which it will be provided

As per FM18051 Tender Documentation

Welfare Facilities including washrooms and canteen (0830-1630hrs) shall be provided by the client.

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Contract Data

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.

As per FM18051 Tender Documentation

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