

Short Contract

A contract between **UK Research and Innovation (UKRI)**

and

for **FM18213 Supply and Installation of Security Gates at NOC**

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Contract Data

The *Employer* is

Name UKRI, National Oceanography Centre

Address European Way, Southampton SO14 3ZH

Telephone

E-mail address

The *works* are Design & Build Principal Contractor Works associated with the supply and installation of Security Gates as outlined in the tender documents for FM18213.

The *site* is As listed above

The *starting date* is Tuesday 19th February 2019

The *completion date* is Friday 29th March 2019

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are 0.2% per day.

The *assessment day* is the 1st of each month.

The *retention* is 5% %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

No

The *Adjudicator* is

Name TBC

Address

.....

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 0 % per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of 10 Million for any one event.

The *Employer* provides this insurance No insurance to be provided by the *Employer*

The minimum amount of cover for the third insurance stated in the Insurance Table is £5 Million

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5 Million

The *Adjudicator nominating body* is TBC

The *tribunal* is Arbitration

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

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 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.

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

The entire contract and all the sourcing documents issued by the Employer 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 Employer, at the

- (ii) 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 Employer 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 Employer to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

Clause 3

Termination

The Employer, 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 Employer may direct the Contractor to perform all or any of the work under the contract. Where Employer 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

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 Employer 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 the Employer in doing so.

Note: the Employer 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 Employer 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 commencement of the contract:

- as and when requested but no more than once during the contract period

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's cost to do so and will not be reimbursable.

Contract Data

Clause 5

Staff and Transfer of Employment

The Employer will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Contractor's cost of providing the services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to the Contractor's records and always after a period of due diligence carried out by the Employer, relevant and proportionate to the value concerned.

Clause 6

Taxation obligations of the Contractor

The relationship between the Employer and the Contractor shall be that of "independent contractor" which means that the Contractor is not an Employer 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 Employer 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 Employer 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 obligations to Indemnify the Employer shall survive without limitation until such time as any of these obligations are complied with.

Contract Data

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

Clause 7

Assignment and Subcontracting

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

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 percentage for overheads and profit added to other Defined Cost is %.

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

The offered total of the Prices is |

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data

Price List

| Item number | Description | Unit | Quantity | Rate | Price |
|-------------|-------------|-------|----------|-------|-------|
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The total of the Prices

Contract Data

Works Information

1 Description of the *works*

As outlined in the FM18213 Invitation to Quote

2 Drawings

As outlined in the FM18213 Invitation to Quote

3 Specifications

As per Section 4 Specification of FM18213 Invitation to Quote

4 Constraints on how the *Contractor* Provides the Works

As outlined in the FM18213 Invitation to Quote

5 Requirements for the programme

As outlined in the FM18213 Invitation to Quote

6 Services and other things provided by the *Employer*

Utilities to be provided as required

Contract Data

Site Information

All information will be given before the works start on Tuesday 19th February 2019