

# Contract Data

## PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

The Scope is in

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

• The *period for reply* for  is

• The *period for reply* for  is

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

## 2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates and conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="Completion of project"/>	<input type="text" value="23/11/2020"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

## 3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	RAL Campus, building R92	31/08/2020
(2)		
(3)		

The *Contractor* submits revised programmes at intervals no longer than

If the *Client* has decided  
The *completion date* for  
the whole of the *works*

The *completion date* for the whole of the *works* is

Taking over the *works*  
before the Completion  
Date

The *Client* **is not** willing to take over the *works* before  
the Completion Date

If no programme is  
identified in part two of the  
Contract Data

The period after the Contract Date within which the  
*Contractor* is to submit a first programme for acceptance is

#### 4 Quality management

The period after the Contract Date within which the  
*Contractor* is to submit a quality policy statement and  
quality plan is

Commented [LS(1): 2 weeks?

The period between Completion of the whole of the  
*works* and the *defects date* is

#### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

The *interest rate* is  % per annum (not less than 2) above the

rate of the  bank

If the period in which  
payments are made is not  
three weeks and Y(UK)2 is  
not used

The period within which payments are made is

6 Compensation events

The place where weather is to be recorded is

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at  hours GMT

and these measurements:

The *weather measurements* are supplied by

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

and which are available from

Where no recorded data  
are available

Assumed values for the ten-year weather return *weather data* for each *weather measurement* for each calendar month are

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is  %

If there are additional  
compensation events

These are additional compensation events

## 8 Liabilities and insurance

If there are additional  
*Client's* liabilities

These are additional *Client's* liabilities

- (2)
- (2)
- (3)

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

If the *Client* is to provide  
Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

If the *Client* is to provide  
any of the insurances  
stated in the Insurance  
Table

The *Client* provides these insurances from the Insurance Table

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are
- (3) Insurance against
- Minimum amount of cover is
- The deductibles are

If additional insurances are  
to be provided

The *Client* provides these additional insurances

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Contractor* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

## Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration | The *arbitration procedure* is

The place where arbitration is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (Delete as applicable)

The *Client's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than  months

The *Dispute Avoidance Board nominating body* is

#### X1: Price adjustment for inflation – Not used

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

#### X3: Multiple currencies – Not used.

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>


The *exchange rates* are those published in

on  (date)

#### X5: Sectional Completion – Not Used.

If Option X5 is used

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

#### X6: Bonus for early Completion – Not used

If Option X6 is used  
without Option X5

The bonus for the whole of the *works* is  per day

If Option X6 is used  
with Option X5

The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The bonus for the remainder of the *works* is

#### X7: Delay damages

If Option X7 is used without  
Option X5

Delay damages for Completion of the whole of the *works* are  £2,500 per week

If Option X7 is used with  
Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The delay damages for the remainder of the *works* are



**X8: Undertakings to the *Client* or Others – Not used**

If Option X8 is used

The *undertakings*  
to *Others* are  
provided to

The *Subcontractor undertaking to Others* are  
works

provided to

The *Subcontractor undertaking to the Client* are  
works

**X10: Information modelling – Not used**

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first  
Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the *Contractor* arising  
out of its failure to use the skill and care normally used by professionals providing

Information similar to the Project Information is, in respect  
of each claim

The period following Completion of the whole of the *works* or earlier termination for which  
the *Contractor* maintains insurance for claims made against it arising out of its failure to  
use the skill and care is

**X12: Multiparty collaboration - Not used**

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

--

The *Promoter's objective* is

--

The Partnering Information is in

--

#### X13: Performance bond – Not used

If Option X13 is used	The amount of the performance bond is	<table border="1"><tr><td></td></tr></table>	

#### X14: Advanced payment to the *Contractor* – *Not Used*

If Option X14 is used	The amount of the advanced payment is	<table border="1"><tr><td></td></tr></table>	

The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	<table border="1"><tr><td></td></tr></table>	

The instalments are (either an amount or a percentage of the payment otherwise due)	<table border="1"><tr><td></td></tr></table>	

Advanced payment bond	An advanced payment bond <b>is not</b> required
-----------------------	---

### X15: The *Contractor's* design

If Option X15 is used	The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	<input type="text" value="12 month"/>
	The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of each claim	<input type="text" value="£5m"/>
	The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	<input type="text" value="6 years"/>

### X16: Retention

If Option X16 is used	The <i>retention free</i> amount is	<input type="text" value="12 Months"/>
	The <i>retention percentage</i> is	<input type="text" value="5"/> %

Retention bond      The *Contractor* **may not** give the *Client* a retention bond

### X17: Low performance damages

If Option X17 is used	The amounts for low performance damages are															
	<table><tr><th>amount</th><th></th><th>performance level</th></tr><tr><td><input type="text" value="£2500 per week"/></td><td>for</td><td><input type="text" value="Not meeting the ventilation design requirements set out within the specification"/></td></tr><tr><td><input type="text"/></td><td>for</td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td>for</td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td>for</td><td><input type="text"/></td></tr></table>	amount		performance level	<input type="text" value="£2500 per week"/>	for	<input type="text" value="Not meeting the ventilation design requirements set out within the specification"/>	<input type="text"/>	for	<input type="text"/>	<input type="text"/>	for	<input type="text"/>	<input type="text"/>	for	<input type="text"/>
amount		performance level														
<input type="text" value="£2500 per week"/>	for	<input type="text" value="Not meeting the ventilation design requirements set out within the specification"/>														
<input type="text"/>	for	<input type="text"/>														
<input type="text"/>	for	<input type="text"/>														
<input type="text"/>	for	<input type="text"/>														

### X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	<input type="text" value="£10m"/>
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	<input type="text" value="£10m"/>
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	<input type="text" value="£5m"/>
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	<input type="text" value="£10m"/>
	The <i>end of liability date</i> is	<input type="text" value="6"/> years after the Completion of the whole of the <i>works</i>

#### X20: Key Performance Indicators - Not used

If Option X20 is used      The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of  months

#### Y(UK)1: Project Bank Account – Not Used

Charges made and interest paid by the *project bank*      The *Contractor is not* to pay any charges made and to be paid any interest paid by the *project bank*

#### Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due      The period for payment is  days after the date on which payment becomes due

#### Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 – Not Used

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

#### Z: Additional conditions of contract

If Option Z is used      The *additional conditions of contract* are

##### 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.

##### 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 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.

### **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 4, 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 shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice;

warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

shall not use, or allow its Subcontractors to use, child or slave labour;

shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Client without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that is suitably discharges its statutory obligations. The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

The Contractor agrees that during any term or extension it shall complete and return a slavery and trafficking 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 organization

The Client reserves the right to audit any and all slavery and trafficking 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 Modern Slavery Act. 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 Modern Slavery Act.

The Contractor shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the commencement of the Contract.

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 Contractors cost to do so and will not be reimbursable.

## **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 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.

## **Clause 8**

### **Assignment and Subcontracting**

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**

### **Security Classification**

The security classification for this project is UK Official-Sensitive. The Contractor shall comply with the latest version of HM Government document Government Security Classifications.

## **Clause 11**

### **Admittance to Site**

- (1) The Contractor submits to the Project Manager details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the Project Manager.
- (2) The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted to the Site.
- (3) Employees of the Contractor and its Subcontractors are to carry a Client's pass and comply with all conduct requirements from the Client whilst they are on the parts of the Site identified in the Scope.

The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. On acceptance, the Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the person no longer requires access to that part of the Site or after the Project Manager has given notice that the person is not to be admitted to the Site.

- The Contractor does not take photographs of the Site or of work carried out in connection with the works unless it has obtained the acceptance of the Project Manager.
- The Contractor takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

#### **Clause 11**

##### **Pretention of fraud and bribery**

- (1) The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date:
  - committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
  - been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- (2) During the carrying out of the works the Contractor does not:
  - commit a Prohibited Act and
  - do or suffer anything to be done which would cause the Client or any of the Client's
  - employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (3) In Providing the Works the Contractor:
  - establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
  - keeps appropriate records of its compliance with this contract and make such records available to the Client on request and
  - provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Contractor's people or any person acting on the Contractor's behalf from committing a Prohibited Act.
- (4) The Contractor immediately notifies the Client in writing if it becomes aware of any breach of clause 1, or has reason to believe that it has or any of its people or Subcontractors have:
  - been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
  - been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
  - received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.
- (5) If the Contractor makes a notification to the Client pursuant to clause 4, the Contractor responds promptly to the Client's enquiries, co-operates with any investigation, and allows the Client to audit any books, records and/or any other relevant documentation in accordance with this contract.
- (6) If the Contractor breaches Clause 3, the Client may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor's breach.



## PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

 %

The *working areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

## 2 The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design      The Scope provided by the *Contractor* for its design is in

## 3 Time

If a programme is to be identified in the Contract Data      The programme identified in the Contract Data is

If the *Contractor* is to decide the *completion date* for the whole of the works      The *completion date* for the whole of the works

## 5 Payment

The *activity schedule* is

The tendered total of the Prices is

## Resolving and avoiding disputes

If Option W1 or W2 is used      The *Senior Representatives* of the *Contractor* are

Name(1)

Address for communications

Address for electronic communications

Name(2)

Address for communications

Address for electronic communications

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The *Contractor's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

*named suppliers* are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person	unit	rate

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

category of person	rate

The rates for Defined Cost of design outside the Working Areas are

category of person	rate

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are