

Short Contract

A contract between **Natural Environment Research Council (NERC): National Oceanography Centre (NOC)**

and
.....
.....

for **FM17187 Laboratory 454 Culture Facility Improvements**

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	4
The <i>Employer's</i> Acceptance	4
Price List	5
Works Information	6
Site Information	9
Conditions of Contract	CC1

Contract Data

The *Employer* is
Name Natural Environment Research Council (NERC) -
National Oceanography Centre – Southampton
Address European Way, Southampton, SO14 3ZH
Telephone TBC
E-mail address TBC

The *works* are Laboratory 454 Culture Facility Improvements

The *site* is National Oceanography Centre, Southampton

The *starting date* is 29th Jan 2018

The *completion date* is 12th March 2018

The *period for reply* is 1 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
Regeneration Act (1996) apply? Yes/No

The *Adjudicator* is

Name CIBSE

Address

Telephone

E-mail address

Contract Data

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 Employer for loss of or damage to the Employer's

property in excess of £ 10,000,000.00 for any one event.

The Employer provides this insurance No insurance is provided by the employer

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000,000.00 (Public Liability)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5,000,000.00 (Professional Indemnity)

The Adjudicator nominating body is CIBSE

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 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; 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.

In this entire clause the expression "sourcing documents" means the advertisement issued by the **EMPLOYER** seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

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 7

Modern Slavery Act 2015

During the Term or any extension of this CONTRACT, **EMPLOYER** is committed to ensuring that its supply chain complies with the above Act. The **CONTRACTOR** shall provide such assurances, on the anniversary of the commencement date or completion of the CONTRACT, if less than 12 months.

The **CONTRACTOR** shall provide a report 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

EMPLOYER reserve to sole right to audit any and all reports submitted by the **CONTRACTOR** to an extent as deemed necessary and the **CONTRACTOR** shall unreservedly assist **EMPLOYER** in doing so. Any financial burden incurred by the **CONTRACTOR** in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

EMPLOYER will reimburse during any term or extension (or, where such costs, awards or damages arise following

termination/expiry) of this Agreement, **EMPLOYER** any increases in the **CONTRACTOR** cost of providing the (SUPPLIES / SERVICES /WORKS) 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 **CONTRACTOR** records and always after a period of due diligence carried out by **EMPLOYER**, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the CONTRACTOR

The relationship between **EMPLOYER** and **CONTRACTOR** shall be that of “independent contractor” which means that **CONTRACTOR** is not an **EMPLOYER** employee, worker, agent or partner, and **CONTRACTOR** shall not give the impression that they are.

As this is not an employment CONTRACT, **CONTRACTOR** shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the SERVICES.

- (1) **CONTRACTOR** in respect of consideration received under this CONTRACT, **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 **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) **EMPLOYER** may, at any time during the term, completion extension or post termination of this CONTRACT, request **CONTRACTOR** to provide information which demonstrates how **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 **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 **EMPLOYER** terminating the CONTRACT.

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

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

Contract Data

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

Price List

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvement. Under AW5.2 in the Price Questionnaire which was issued via CCS e-Sourcing Portal on 19/12/2017.

The total of the Prices

Works Information

1 Description of the *works*

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

2 Drawings

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

3 Specifications

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

Works Information

3 Specifications

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

4 Constraints on how the *Contractor* Provides the Works

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

5

Contract Data

Works Information

5 Requirements for the programme

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

6 Services and other things provided by the *Employer*

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.

Site Information

This information can be found in Section 4 Specification and any additional appendices of FM17187 Laboratory 454 Culture Facility Improvements which was issued via the CCS e-Sourcing Portal on 19/12/2017.