

# Short Contract

A contract between **The Natural Environment Research Council (NERC)**  
**National Oceanography Centre, Southampton (NOC)**

and .....

.....

.....

for **FM18021 NOC Library Lights Refurbishment Project**

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

# Contract Data

The *Employer* is

Name NERC, National Oceanography Centre  
Address European Way, Southampton S014 3ZH  
Telephone 01793 867005  
E-mail address FMProcurement@uksbs.co.uk

The *works* are Design & Build Principal Contractor Works associated with the Library Lights Refurbishment as outlined in the tender documents for FM18021

The *site* is As listed above

The *starting date* is

The *completion date* is 13<sup>th</sup> April 2018

The *period for reply* is Two weeks.

The *defects date* is Fifty Two weeks after Completion.

The *defect correction period* is Four weeks.

The *delay damages* are 0.5% of project value per day.  
(after a period of 7 working days beyond  
Scheduled project completion date)

The *assessment day* is the 20<sup>th</sup> of each month.

The *retention* is 5 %.

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

The *Adjudicator* is

Name CIBSE  
Address 222 Balham High Road, London, SW12 9BS  
  
Telephone 020 8675 5211  
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 (Ten Million Pounds) for any one event.

The Employer provides this insurance

Only enter details here if the Employer is to provide insurance.

No Employer insurance provided

The minimum amount of cover for the third insurance stated in the Insurance Table is £10million Public Liability

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10Million 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.

### **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 the 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**

During the Term or any extension of this contract, the 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

The 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 5**

#### **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 the Employer’s 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 Works.

- (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.

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 6**

### **Transfer to UKRI, Assignment and Subcontracting**

The parties acknowledge and agree that on and with effect from the date on which the UKRI Property Transfer Scheme becomes effective in accordance with its terms (the Scheme Effective Date):

- a. All rights and benefits of the Employer arising out of or in connection with this agreement; and
- b. All obligations and liabilities of the Contracting Authority arising out of or in connection with this agreement,
- c. Shall (in each case) be transferred to United Kingdom Research and Innovation in accordance with the provisions of that transfer scheme and otherwise on the basis set out in Schedule 10 to the Higher Education and Research Act 2017.

The parties agree that on and with effect from the Scheme Effective Date:

Where there is a reference to the Contracting Authority in this agreement, it shall be construed as a reference to UKRI; and

The Supplier shall provide such assistance as the Contracting Authority, UK SBS acting as an agent on behalf of the Contracting Authority or UKRI may reasonably require for the purpose of giving to UKRI the full benefit of this agreement.

In this clause UKRI Property Transfer Scheme means a property transfer scheme made by the Secretary of State in accordance with the provisions of Schedule 10 to the Higher Education and Research Act 2017."

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 Supplier 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.

# 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 .....

**Enter the total of the Prices from the Price List.**

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

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.

As designated in the attached FM18021 AW5.2 Pricing schedule, submitted by ..... on .../.../....

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 outlined in the Invitation to Quote FM18021

### 2 Drawings

List the drawings that apply to this contract.

As outlined in the Invitation to Quote FM18021

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# Contract Data

## Works Information

### 3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
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.....	.....	.....
.....	.....	.....
.....	.....	.....
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### 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.

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# Contract Data

## Works Information



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