

Short Contract

A contract between

and

UK Research and Innovation (UKRI)

for

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

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

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *works* are

The *site* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *defect correction period* is weeks

The *assessment day* is the of each month

The *retention* is %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** not apply?
(delete as applicable)

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

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

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 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 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 Client agrees that the Contract 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.

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 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.

Clause 5

Sub-contractors

The Client may (without cost to or liability of the Contractor) 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 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 Client 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 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 MSA.

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 above Act.

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 (SUPPLIERS) cost to do so and will not be reimbursable.

Clause 7

Assignment and Subcontracting

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

Contract Data

The *Contractor's* Contract Data

The *Contractor* is

Name

Address for communications

Address for electronic
communications

The *fee percentage* is %

The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *published list of Equipment* is

The *percentage for adjustment for Equipment* is

% (state plus
or minus)

The *Contractor's* Offer and *Client's* Acceptance

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

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE

The total of the Prices

The method and rules used to compile the Price List are

Scope

1 Description of the *works*

Please refer to FM19156 Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.

2 Drawings

DRAWING NUMBER	REVISION	TITLE

Scope

3 Specifications

Please refer to FM19156Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

4 Constraints on how the Contractor Provides the Works

Please refer to FM19156Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.

Scope

5 Requirements for the programme

Please refer to FM19156Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.

6 Services and other things provided by the *Client*

Please refer to FM19156Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.

ITEM	DATE BY WHICH IT WILL BE PROVIDED

Site Information

Please refer to FM19156 Mary Lyons (MLC) Rooflight Replacement Invitation to Quote tender documentation and all supporting Appendix for full details of this project.