

Short Contract

A contract between **Science and Technology Facilities Council**
Rutherford Appleton Laboratory
Harwell, Oxford, Didcot, OX11 0QX
.....

and

for **Two rotating turntables to support containers of radioactive waste**

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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 **Science and Technology Facilities Council**
Address STFC Rutherford Appleton Laboratory, Harwell, Oxford, Didcot, OX11 0QX
Telephone 01235 44 5320
E-mail address jon.kent@stfc.ac.uk

The *works* are **Two rotating turntables to support containers of radioactive waste**
.....
.....

The *site* is Rutherford Appleton Laboratory

The *starting date* is . TBC

The *completion date* is .. 31st May 2016

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

per day.

The *assessment day* is the

of each month.

The *retention* is .. .5.

%.

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

Yes / No (delete as appropriate)

The *Adjudicator* is

Name To be nominated by the President or Vice President of the Royal Institute of
Chartered Surveyors (RICS)
Address RICS Contact Centre, Survey Court, Westwood Way, Coventry, CV4 8JE
Telephone +44 (0)870 333 1600. Fax +44 (0)207 334 3811.
E-mail address contactrics@rics.org

Contract Data

The interest rate on late payment is % 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 ... £5 Million for any one event. for any one event.
.....

The Employer provides this insurance

No Insurance provided by the employer.

.....
.....

The minimum amount of cover for the third insurance stated in the

Insurance Table is £10 Million.

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is £10 Million.

The Adjudicator nominating body is

..... RICS

The tribunal is

..... Arbitration

If the tribunal is arbitration, the arbitration procedure is

.....

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The (SUPPLIER) shall provide all assistance to enable the (UK SBS) 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 (UK SBS).

In no event shall the (SUPPLIER) or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the (UK SBS).

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the (SUPPLIER) agrees that the (CONTRACT) and the sourcing documents issued by the (UK SBS) which led to its creation will be published by the (UK SBS) on a designated web site.

The entire (CONTRACT) and all the sourcing documents issued by the (UK SBS) 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 (UK SBS), at the time when it considers disclosure, reasonably considers to be confidential to the (SUPPLIER);
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the (UK SBS) 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 (SUPPLIER) consents to the (CONTRACT) or sourcing documents being redacted by the (UK SBS) 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 (UK SBS) seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 4

Payment to other parties

The (SUPPLIER) shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the (SUPPLIER) contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the (SUPPLIER) 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 (SUPPLIER) 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;
- (i) ; 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 [insert clause number], subject to suitable amendment to reflect the identities of the relevant parties.

Clause 6

Timber Procurement Policy

UK SBS has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the UK SBS timber procurement policy. Do not insert the model clauses if they are not relevant.

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.

Item number	Description	Unit	Quantity	Rate	Price
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Pricing Schedule to be completed within AW5.2 Tender FM16009

The total of the Prices

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 Specified in tender FM16009 issued on

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
.....
.....

.....
.....
.....
.....
.....

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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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As Specified in tender FM16009 issued on

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

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

As Specified in tender FM16009 issued on

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
------	-----------------------------------

Electricity	
-------------	--

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Contract Data

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as limitations on access and the position of adjacent structures.

As Specified in tender FM16009 issued on