

# Short Contract

A contract between     Natural Environment Research Council;  
                                  National Oceanography Centre, Joseph Proudman Building, 6  
                                  Brownlow Street, Liverpool L3 5DA  
and     TBC

for   Windows Master Design & Build 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 Natural Environment Research Council

Address Polaris House, North Star Avenue, Swindon SN2 1FL

Telephone

E-mail address

The *works* are Windows Master Design & Build Project

The *site* is National Oceanography Centre, Liverpool

The *starting date* is 20<sup>th</sup> November 2017

The *completion date* is 23<sup>rd</sup> 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 for delays incurred after 7 working days beyond contractual completion date per day.

The *assessment day* is the 7<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

E-mail address

# Contract Data

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

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

N/A

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

Insurance Table is £10million Public Liability; £5million Professional Indemnity certification

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

Insurance Table is £10million Public Liability £5million 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 SUPPLIER shall provide all assistance to enable the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY.

In no event shall the SUPPLIER or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the CONTRACTING AUTHORITY.

## 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 CONTRACTING AUTHORITY which led to its creation will be published by the CONTRACTING AUTHORITY on a designated web site.

The entire CONTRACT and all the sourcing documents issued by the CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY, 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 CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### **Termination**

The CONTRACTING AUTHORITY, 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 SUPPLIER in each case by giving to the SUPPLIER reasonable written notice. During the period of notice the CONTRACTING AUTHORITY may direct the SUPPLIER to perform all or any of the work under the CONTRACT. Where the CONTRACTING AUTHORITY has invoked either of these rights, the SUPPLIER 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, CONTRACTING AUTHORITY is committed to ensuring that its supply chain complies with the above Act. The CONTRACTING AUTHORITY shall provide such assurances, on the anniversary of the commencement date or completion of the CONTRACT, if less than 12 months.

The SUPPLIER 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 SUPPLIER 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

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

### **Clause 8**

#### **Staff and Transfer of Employment**

CONTRACTING AUTHORITY will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, CONTRACTING AUTHORITY any increases in the Contractor's cost of providing the SERVICES 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 SUPPLIER records and always after a period of due diligence carried out by the CONTRACTING AUTHORITY, relevant and proportionate to the value concerned.

### **Clause 9**

#### **Taxation obligations of the SUPPLIER**

The relationship between the CONTRACTING AUTHORITY and the SUPPLIER shall be that of “independent contractor” which means that the SUPPLIER is not a CONTRACTING AUTHORITY employee,

worker, agent or partner, and the SUPPLIER shall not give the impression that they are.

As this is not an employment CONTRACT, the SUPPLIER shall be fully responsible for all their own tax including any National Insurance contributions arising from carrying out the SERVICES.

- (1.) The SUPPLIER, in respect of consideration 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 SUPPLIER 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 Considerations and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3.) The CONTRACTING AUTHORITY may, at any time during the term of this contract, request the SUPPLIER to provide information which demonstrates how the SUPPLIER 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 SUPPLIER 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 may result in the CONTRACTING AUTHORITY terminating the contract.

Any obligation by the SUPPLIER to comply with Clause (1) and (2) shall survive any extension, completion or termination and SUPPLIER obligations to indemnify the CONTRACTING AUTHORITY shall survive any termination until such time as any obligations are complied with.

The CONTRACTING AUTHORITY 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 CONTRACTING AUTHORITY has to pay any such obligations owed by the SUPPLIER under Clauses (1) and (2) then the SUPPLIER shall pay back to the CONTRACTING AUTHORITY in full, any money that the CONTRACTING AUTHORITY has to pay, and the SUPPLIER shall also pay back the CONTRACTING AUTHORITY for any fine or compensate the CONTRACTING AUTHORITY for any other punishment imposed on the CONTRACTING AUTHORITY because the tax or National Insurance due was not paid by the SUPPLIER.

#### **Clause 10**

##### **Cyber essentials questionnaire**

The SUPPLIER agrees that during any term or extension at the sole discretion of the CONTRACTING AUTHORITY to complete the attached questionnaire as many times as is required within 14 days from notice to do so and shall send this information as directed by the CONTRACTING AUTHORITY. The CONTRACTING AUTHORITY is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the SUPPLIER shall not be reimbursable.

# 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 |
|-------------|-------------|------|----------|------|-------|
|-------------|-------------|------|----------|------|-------|

As detailed within the FM17156 ITQ and AW5.2 Price Schedule

The total of the Prices

5

# 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 detailed within the FM17156 ITQ and AW5.2 Price Schedule

### 2 Drawings

List the drawings that apply to this contract.

| Drawing number | Revision | Title |
|----------------|----------|-------|
|----------------|----------|-------|

As detailed within the FM17156 ITQ and AW5.2 Price Schedule

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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 |
|-------|------------------|----------------------------|
|-------|------------------|----------------------------|

As detailed within the FM17156 ITQ and AW5.2 Price Schedule

### 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*.

As detailed within the FM17156 ITQ and AW5.2 Price Schedule

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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 detailed within the FM17156 ITQ and AW5.2 Price Schedule

### 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 |
|------|-----------------------------------|
|------|-----------------------------------|

As detailed within the FM17156 ITQ and AW5.2 Price Schedule



## 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 detailed within the FM17156 ITQ and AW5.2 Price Schedule