

Short Contract

A contract between **The Natural Environment Research Council**
National Oceanography Centre, Southampton
and
.....
.....
for **NERC NOC Energy Centre Chiller Refurbishment Project**

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

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 Roof Chiller Refurbishment, as outlined in the tender documents for FM17178

The *site* is As listed above

The *starting date* is January 3rd 2018

The *completion date* is March 12th 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 (after 7 days beyond contractual completion date) Per day.

The *assessment day* is the First working day Of each month.

The *retention* is 5 %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? No

The *Adjudicator* is

Name CIBSE
Address 222 Balham High Road London SW12 9B
Telephone +44 (0)20 8675 5211
E-mail address TBC

Contract Data

The interest rate on late payment is 00.00% 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.

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 £5Million Professional Indemnity

The Adjudicator nominating body is CIBSE Dispute Resolution Service

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 employer 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 employer 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 Para 1

The employer 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 employer seeking a declaration that the contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the employer 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 employer 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 employer.

Termination Para 2

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 UK SBS may direct the contractor to perform all or any of the work under the contract. Where employer has invoked either of these rights, the employer 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

Payment to other parties

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

- (i) any payment due from the employer 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 employer 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 5

Sub-contractors

The employer may (without cost to or liability of the employer require the employer to replace any subcontractor where in the reasonable opinion of the employer 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

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

The employer 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 employer 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

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

Contract Terms and Conditions

Terms and conditions that bind and measure this as any obligation or target, would need to be added as additional terms dependent upon the model Terms and Conditions used again on a case by case basis building upon what criteria was used to select the successful Supplier

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 designated in the attached FM17178 AW5.2 Pricing schedule, submitted by On .../.../....

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 outlined in the Invitation To Quote FM17178

2 Drawings

List the drawings that apply to this contract.

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

Appendices attached to FM17178 Contracts Finder Notice and in the Final Contract Pack

6

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
-------	------------------	----------------------------

As listed in FM17178 Invitation to Quote and related Documents

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*.

7

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).

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
------	-----------------------------------

Basic utilities will be provided by the employer, all plant must be supplied by the contractor

8

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.