

## **Section 3: Terms and Conditions of Engineering and Construction Short Contract**

### **Terms of this Agreement**

1. The Authority appoints the Contractor in accordance with the terms set out in the NEC3 Engineering and Construction Short Contract (April 2013) together with the Additions and Amendments to Conditions of this Agreement and the Additional Conditions of this Agreement – Option Z.

2. This Agreement comprises the following:

Section 3.2.1 Parties & Recitals

Section 3.2.2 Terms and Conditions of NEC3 Engineering and Construction Short Contract Agreement  
- Contract Data and the Contractors Offer

Section 3.2.3 Works Information & Site Information

Section 3.2.4 Additional Conditions

## Section 3.2.1: Parties & Recitals

 **Engineering and Construction**

# Short Contract

A contract between

**THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** of Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Department for Environment Food and Rural Affairs (DEFRA) and its executive agencies

and **T-SQUARED P1 LIMITED** of Optimus Building, 2 Robroyston Oval, Nova Technology Park, Glasgow, G33 1AP

for **32413 - B4 Disinfectant Lab**

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### Conditions of Contract

CC1

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

## Section 3.2.2: Terms and Conditions of NEC3 Engineering and Construction Short Contract Agreement - Contract Data and the Contractors Offer

### Contract Data

The Employer is

Name **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS**  
Address Nobel House, 17 Smith Square, London SW1P 3JR.  
Telephone 0208 225 8755.  
E-mail address [REDACTED]

The works are  
B4 Disinfectant Lab

The site is Animal and Plant Health Agency  
Woodham Lane, New Haw, Addlestone, Surrey  
KT15 3NB

The starting date is 04/03/2022

The completion date is 21/07/2022

The period for reply is Two (2) weeks.

The defects date is 52 weeks after Completion.

The defect correction period is Four weeks.

The delay damages are £600 per day

The assessment day is the 28th of each month.

The retention is Nil %.

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

Yes

The Adjudicator is nominated by:

Name The Royal Institution of Chartered Surveyors

Address 12 Great George Street, Parliament Square, London, SW1P 3AD.

Telephone 024 7686 8555 Fax 020 7334 3811

E-mail address

## Contract Data

The interest rate on late payment is 3 % 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's liability to the Employer for indirect or consequential loss is limited to

For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to £2 million

The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to £1 million

The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to £5m

The end of liability date is 6 years after the Completion of the whole of the work

The *Employer* provides this insurance Insurance against loss or damage to the Employer's property .....

The minimum amount of cover for the third insurance stated in the Insurance Table is £2m. ....

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

The *Adjudicator nominating* body is The Royal Institution of Chartered Surveyors. ....

The *tribunal* is The Courts of England and Wales. ....

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

See section 3.2.4 Additional Conditions

## Contract Data

### The Contractor's Offer

The Contractor is

Name T Squared P1 Limited  
Address Optimus Building, 2 Robroyston Oval, Nova Technology Park, Glasgow, G33 1AP

Telephone 0141 557 6800  
E-mail address [REDACTED]

The percentage for overheads and profit added to the Defined Cost for people is 15%.

The percentage for overheads and profit added to other Defined Cost is 15%.

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. £ 286,839.14**

Signed on behalf of the *Contractor*

Name ..... [REDACTED] .....  
Position ..... [REDACTED] .....  
Signature ..... Date ... [REDACTED] .....

## 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 .....

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 for an amount for an item which is included in the Supplier Price Workbook of the Framework Agreement, the tenderer enters this amount.

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 per the attached Activity Schedule contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021.

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

The total of the Prices

£ 286,839.14

### Section 3.2.3

## Works Information & Site Information

# 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.

The Contractor provides the Works in accordance with the General Works Information (Section 2.1 of the Framework Agreement), and the following Specific Works Information:

As contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

### 2 Drawings

| Drawing number  | Revision | Title |
|---|----------|-------|
| As contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021 |          |       |
| As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications      |          |       |



## Contract Data

### Works Information

#### 3 Specifications

List the specifications which apply to this contract.

As contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

Folder/File Name



1

1 SWI (156)

2

2 Arup Design Documentation (19)

3

3 PCI (11)

4

4 GWI (1)

Total 4

Title

Date or revision

Tick if publicly available

#### 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 contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

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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 contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

#### 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 contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

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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 contained within the attachment area of B4 Disinfectant Lab Invitation to Tender issued 12/11/2021

As per tender submission dated 17/12/2021 and the latest commercial and technical clarifications

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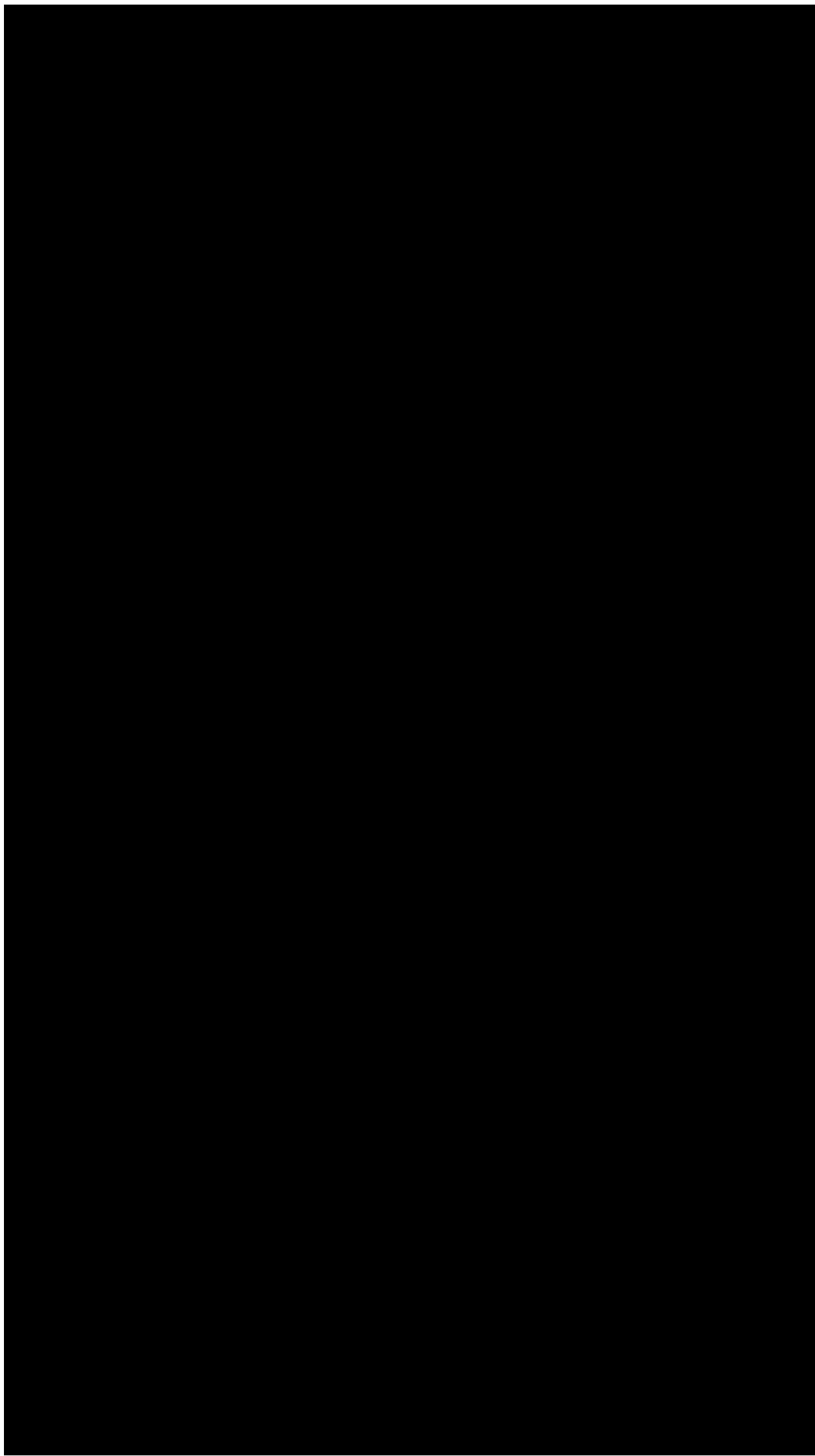
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