1. - Draft contract including draft Order Form and Contract Conditions

**Short Contract**

A contract between: The Maritime & Coastguard Agency

And: TBC

For: Maintenance works on masts and towers

**Contract Data**

| Term | Definition |
| --- | --- |
| The Employer is: | |
| Name: | The Maritime and Coastguard Agency |
| Address: | Directorate of IT |
| Telephone: | +44 (0) 203 817 2102 |
| E-mail address: | thomas.ogg@mcga.gov.uk |
| The *works* are: | Maintenance works on masts and towers |
| The *sites are:* |  |
| The *starting date* is: | TBC |
| The *completion date* is: | 31 March 2024 |
| The *period for reply* is: | 15 Calendar Days |
| The *defects date* is: | Fifty-two weeks after completion |
| The *defects correction period* is: | Four weeks after Notification |
| The *delay damages* are: | £75.00 per day |
| The *assessment day* is the: | 25th of each month |
| The *retention* is: | 5.0% |
| Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? | Yes |
| The *Adjudicator* is: | None |
| The interest on late payment is: | 0.5% per complete week of delay |
| The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer’s* property in excess of: | £1 000 000.00 for any one event |
| The *Employer* provides this Insurance: | None |
| The minimum amount of cover for **PROFESSIONAL INDEMNITY** insurance is: | £5 000 000.00 for any one event |
| The minimum amount of cover for **THIRD PARTY PUBLIC AND PRODUCTS LIABILITY** insurance is: | £5 000 000.00 for any one event |
| The The minimum amount of cover for **EMPLOYERS LIABILITY** insurance is: | £5 000 000.00 for any one event |
| The *Adjudicator* nominating body: | The Institution of Civil Engineers Arbitration Procedure (1997) |
| The *tribunal* is: | Arbitration |
| If the *tribunal* is arbitration, the arbitration procedure is: | The Institution of Civil Engineers Arbitration Procedure (1997) |

**Draft Order Form -**

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| --- | --- |
| 1. **Contract Reference** | *TCA 3-7-1456* |
| 1. **Date** | TBC |
| 1. **Buyer** | Maritime & Coastguard Agency (on behalf of the Secretary of State for Transport)  Spring Place – 105 Commercial Road  Southampton  SO15 1EG |
| 1. **Supplier** | TBC |
| 1. **The Contract** | The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any annexes.  Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.  In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.  Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract. |
| 1. **Specification** | The specification of the Deliverables is as set out in Annex 2 and your tender dated TBC |
| 1. **Charges** | The Charges for the Deliverables shall be as set out in Annex 3 and your tender dated TBC |
| 1. **Payment** | Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the PO number on all invoices, and these must be submitted **electronically to our Shared Service Centre in Swansea:**  [**SSa.invoice@sharedservicesarvato.co.uk**](mailto:SSa.invoice@sharedservicesarvato.co.uk)    To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.  If you have a query regarding an outstanding payment, please contact our Accounts Payable section:  [**Acccounts.payable@mcga.gov.uk**](mailto:Acccounts.payable@mcga.gov.uk) |
| 1. **Address for notices** | |  |  | | --- | --- | | **Buyer:** | **Supplier:** | | Maritime & Coastguard Agency  Spring Place – 105 Commercial Road  Southampton  SO15 1EG  Attention: Kathy Monk  Email: [contracts@nmcga.gov.uk](mailto:contracts@nmcga.gov.uk) | TBC | |
| 1. **Key Personnel** | |  |  | | --- | --- | | **Buyer:** | **Supplier:** | | Royal Haskoning DHV74/2 Commercial Quay  Commercial Street,  Leith, EDINBURGH  EH6 6LX  Attention: Mr Chris Wright  Email: chris.wright@rhdhv.com | TBC | |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Supplier** | Signed for and on behalf of the **Buyer** *(on behalf of the Secretary of State for Transport)* |
| Name:  [**Insert** name]  [**Insert** job title] | Name:  [**Insert** name]  [**Insert** job title] |
| Date: | Date: |
| Signature: | Signature: |

**Annex 2 – Specification**

See all ITT documents

**Annex 3 – Charges**

**See Commercial Envelope on Jaggaer.**

**Contract Conditions**

The conditions of contract are the NEC 3 Engineering and Construction Short Contract (June 2005) (Note: Conditions of Contract not included) and the following additional conditions:

**NEC3 Engineering and Construction Contract Z Clauses Z1 – Z4**

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| NEC3 Engineering and Construction Contract Z Clauses | | | |
| Z1 | 1. Official Secrets and Confidentiality | Z1.1 | The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued. |
|  |  | Z1.2 | The Contractor notifies his employees and his Subcontractors of their duties under these Acts. |
|  |  | Z1.3 | The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract. |
| Z2 | 1. Security | 1. Z2.1 | Site Admittance  The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager. |
|  |  | 1. Z2.2 | The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information. |
|  |  | 1. Z2.3 | 1. Passes   Employees of the Contractor and his Subcontractors are to carry an Employer’s pass whilst they are on the parts of the Site stated in the Contract Data. |
|  |  | 1. Z2.5 | 1. Photographs   The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager. |
|  |  | 1. Z2.6 | The Contractor takes the measures needed to prevent his and his Subcontractors’ people taking, publishing or otherwise circulating such photographs. |
| Z3 | 1. Transparency | 1. Z3.1 | The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time-to-time agreed changes to the Agreement, to the general public. The Authority may consult with the Contractor to inform its decision regarding any redactions, but the Authority shall have the final decision in its absolute discretion. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract. |
| 1. Z4 | 1. Supplementary Conditions | 1. Z4.3 | 1. Tax and National Insurance Contributions (NICs)   Where the contract falls within the scope of the Construction Industry Scheme Regulations and the Contractor does not hold a valid Registration Card CIS4(P) or Temporary Registration Card CIS4(T), or a valid Tax Certificate (CIS5 or CIS6), invoices must separately identify materials costs, labour costs and travel and subsistence expenses. The Department will, where appropriate, deduct payment on account of Tax and NICs from the gross payment and issue the Contractor with the appropriate tax deduction statement |