Contract Data

**PART ONE – DATA PROVIDED BY THE *CLIENT***

**The Data which will apply to all work under the Framework Contract is**

The *conditions of contract* are the clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*.

The *Client* is

|  |  |
| --- | --- |
| Name | Westcountry Rivers Trust |
|  |  |
| Address for communications | Rain-Charm House  Kyl Cober Parc  Stoke Climsland  Cornwall  PL17 8PH |

|  |  |
| --- | --- |
| Address for electronic communications | W4Gfishpassage@wrt.ort.uk |

The *Client’s Representative* is

|  |  |
| --- | --- |
| Name | David Chapman |
|  |  |
| Address for communications | As above |

|  |  |
| --- | --- |
| Address for electronic communications | As above |

|  |  |
| --- | --- |
| The Framework Information is in | Project Information document |

|  |  |
| --- | --- |
| The *framework scope* is in | Project Information document |

|  |  |
| --- | --- |
| The *selection procedure* is in | ITT 13 – Evaluation Criteria |

|  |  |
| --- | --- |
| The *quotation procedure* is in | Project Information document |

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| The *end date* is | 31 December 2019 |

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| --- | --- |
| The period for reply to a *Supplier’s* quotation is | 15 days |

|  |  |
| --- | --- |
| If *additional conditions of contract* are required | The *additional conditions of contract* are |
| Time Charge and Work Orders will be let using the NEC3 Professional Service Short Contract. |

**The Data which will apply to all Time Charge Orders is**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Logo22W | Professional Services | | | |
| **Short Contract** | | | |  |
|  | Contract No. | | |  |
| A contract between | Westcountry Rivers Trust | | |  |
| and | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | | |  |
| for |  | | |  |
|  | Contents | | | Page |
|  | Contract Form | | | 4 |
|  | Contract Data  The *Consultant*’s Offer  Price List  Scope  Conditions of Contract | | | 5-7  10 and 13  11 and 14  12 and 15  CC1 |
|  |  | | | |
|  |  | | | |
| Contract Data | | | | |
|  | |  |  | |
|  | | The *Client* is |  | |
| Name  Address  Telephone  E-mail address  The *services* are | | Westcountry Rivers Trust  Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Callington PL17 8PH  01579 372140  david@wrt.org.uk | | |
| The *starting date* is  The *completion date* is  The *delay damages* for late Completion are | | £100 | per day. | |
| The *law of the contract* is | | The law of England and Wales | | |
| The *period for reply* is  The *defects date* is  The *assessment day* is the | | One  Four  Last Thursday | week.  weeks after Completion.  of each month. | |
|  | |  | | |
| If the period for payment is not four weeks  The interest rate on late payment is | | Within 30 days  0.15 | % per complete week of delay. | |
|  | |  |  | |
|  | |  | | |
| Contract Data | | | | |
|  | |  |  | |
|  | | The *Consultant* provides the following insurance cover | | |
|  | | |  |  |  | | --- | --- | --- | | **Insurance against** | **Minimum amount of cover** | **Period following Completion or earlier termination** | | Failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | £2,000,000  in respect of each claim, without limit to the number of claims | 6 years | | Death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £5,000,000  in respect of each claim, without limit to the number of claims | 3 years | | Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | £5,000,000  in respect of each claim, without limit to the number of claims | 3 years | | | |
|  | |  | | |
|  | | The *Client* provides the following insurance cover  None. | | |
|  | | | | |
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| Contract Data | | | | |
|  | | |  |  |
| The *Consultant*’s total liability to the *Client* for matters for which insuranceis provided is limited to  The *Consultant*’s total liability to the *Client* for other matters is limited to  The *tribunal* is | | | £2,000,000  Five times the value of the contract awarded  Adjudication – Construction Industry Council (CIC) | |
| The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions. | | | | |
| **The Contracts (Rights of**  **Third Parties) Act 1999** | **Z1**  Z1.1 | For the purposes of the Contracts (Right of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract. | | |
| **Subcontracting** | **Z2**  Z2.1 | The *consultant* submits the name of each proposed Subcontractor to the *Client* for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the *Consultant* to provide the *services.* The *Consultant* does not appoint a proposed Subcontractor until the *Client* has accepted him. | | |
|  | | |  | |

**The Data which will apply to all Work Orders is**

Work Orders will be let using the NEC3 Professional Service Short Contract. Refer to details above.

**PART TWO – DATA PROVIDED BY THE *SUPPLIER***

**The Data which will apply to all work under the Framework Contract is**

The *Supplier* is

|  |  |
| --- | --- |
| Name |  |
|  |  |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |
| --- | --- |
| The *quotation information* is in |  |

**The Data which will apply to all Time Charge Orders is**

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| --- | --- | --- | --- | --- | --- | --- |
| The *Consultant*’s Offer | | | | | | |
|  | | |  |  | | |
|  | | | The *Consultant* is |  | | |
| Name  Address  Telephone  E-mail address | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | | | |
| The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*. | | | | | | |
| The name, job, qualifications and experience of *Consultant*’s *key people are* in | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | | | |
| The *staff rates* are | | | |  |  |  | | --- | --- | --- | | **person or job** | **unit of measurement** | **rate** | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | | | |
| The offered total of the Prices is | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  *‘*Not Applicable*’* all work to be carried out on a time charge basis. | | | |
| Signed on behalf of the *Consultant*  Name  Position  Signature | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . . . . . . | | | |
|  | | | | | | |
|  | |  | | | | |
| Price List | | | | | | |
| For work paid on a time charge basis only expenses should be included. | | | | | | |
| **Item number Description Unit Expected Quantity Rate Price** | | | | | | |
| . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  **Expenses**  01 Travel Mileage pence per mile 1  02 Overnight Stay per night 1  03 Subsistence per person/day 1 | | | | | | |
|  | | **The total of the Prices (excl. VAT)** | | | |  |
|  | |  | | | |  |
|  | |  | | | | |

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| --- | --- |
| Scope | |
| Please refer to Project Information and ITT | |
|  |  |

**The Data which will apply to all Work Orders is**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| The *Consultant*’s Offer | | | | | | |
|  | | |  |  | | |
|  | | | The *Consultant* is |  | | |
| Name  Address  Telephone  E-mail address | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | | | |
| The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*. | | | | | | |
| The name, job, qualifications and experience of *Consultant*’s *key people are* in | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | | | |
| The *staff rates* are | | | |  |  |  | | --- | --- | --- | | **person or job** | **unit of measurement** | **rate** | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . | | | | |
| The offered total of the Prices is | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Enter the total of the Prices from the Price List. | | | |
| Signed on behalf of the *Consultant*  Name  Position  Signature | | | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . . . . . . | | | |
|  | | | | | | |
|  | |  | | | | |
| Price List | | | | | | |
| Entries in the first four columns are made either by the *Client* or the tenderer.  For each row:  ● If the *Consultant* 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. ● If the *Consultant* is to be paid an amount for the item of work and 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.   Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. | | | | | | |
| **Item number Description Unit Expected Quantity Rate Price** | | | | | | |
| 01 Topographic Survey per site 1  02 SNIFFER Assessment per site 1  03 Hydrological Model per site 1  04 Concept Design per site 1  05 Developed Design per site 1  06 Technical Designs per site 1  07 Meetings per meeting 1  **Expenses**  01 Travel Mileage pence per mile 1  02 Overnight Stay per night 1  03 Subsistence per person/day 1 | | | | | | |
|  | | **The total of the Prices (excl. VAT)** | | | |  |
|  | |  | | | |  |
|  | |  | | | | |
| Scope | | | | | | |
| Please refer to Project Information and ITT | | | | | | |
|  | |  | | | | |