

R92 Laboratory Extension
at
Rutherford Appleton Laboratory
For
UK Research and Innovation -
Science and Technology Facilities Council
Contract Data

CONTRACT DATA

The Employer is:

UK Research and Innovation - Science and Technology Facilities Council
Polaris House, North Star Avenue, Swindon, SN2 1FL

The works are:

Construction of 2 storey extension to existing building R92

The site is:

Building R92 at the Rutherford Appleton Laboratory, Harwell Campus, Chilton, Oxfordshire, OX14 1NG

Starting date: 17th December 2018

Completion date: 24th May 2019

The period for reply is 1 week

The defects period is 52 weeks after completion.

The defect correction period is 4 weeks.

The delay damages are £400.00 (Four Hundred Pounds) per calendar day

The assessment day is the 19th day of each month

The retention is 5%

The United Kingdom Housing Grants, Construction and regeneration Act (1996) applies

The Adjudicator is

Name: To be nominated by the President or Vice President of the Royal Institution of Chartered Surveyors (RICS)

Address: RICS Headquarters, 12 Great George Street (Parliament Square), London, SW1P 3AD

Telephone: +44 (0)24 7686 8555

Fax: +44 (0)20 7 334 3811

E-mail address: contactrics@rics.org

The interest rate 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 £5,000,000 for any one event.

No Insurance is provided by the Employer

The minimum amount of cover to the third insurance stated in the insurance table is £10,000,000

The minimum amount of cover for the fourth insurance stated in the insurance table is £10,000,000

The Adjudicator nominating body is: Royal Institution of Chartered Surveyors

The tribunal is: Arbitration

If the Tribunal is arbitration, the arbitration procedure is: Royal Institution of Chartered Surveyors, Surveyors acting as arbitrators in construction disputes - RICS guidance note, England, Wales and Northern Ireland, 2nd edition, April 2017

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional Clauses

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Contractor 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 Contractor 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 as amended; 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

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.

Clause 7

Modern Slavery Act 2015

The Contractor agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor 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

Employer reserve the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the (SUPPLIERS) cost to do so and will not be reimbursable.

Clause 9

Taxation obligations of the Contractor

The relationship between Employer and Contractor shall be that of "independent contractor" which means that Contractor is not an Employer employee, worker, agent or partner, and Contractor shall not give the impression that they are.

As this is not an employment Contract, Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) Contractor in respect of consideration received under this Contract, Contractor 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 Contractor 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 Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how Contractor 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 Contractor 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, during any term or extension, may result in Employer terminating the Contract.

Any obligation by Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and Contractor obligations to Indemnify the Employer shall survive without limitation until such time as any of these obligations are complied with.

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

Clause 10

Privacy Statement

The Contractor accepts that the Employer's site is monitored by CCTV cameras at all times and this recorded electronic data is retained by the Employer for a period of 30 days for the purpose of site surveillance, security and monitoring. For the duration of the Contract, the Contractor consents to onsite CCTV images being recorded and stored for 30 days before the data is deleted/overwritten. For the avoidance of doubt, the Contractor's employees' rights as Data Subjects under the General Data Protection Regulations (GDPR) are preserved.

Clause 12

Assignment and Subcontracting

The Employer or UK SBS acting as an agent on behalf of the Employer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Employer or UK SBS, acting as an agent on behalf of the Employer.

X4.1 A parent company guarantee is required by the Employer, this should be provided by the Contract Date. If that is not achieved, a four week limit is provided as a fall-back. Failure to provide the guarantee within this period entitles the Project Manager to notify the default under clause 91.2. If the Contractor does not provide the guarantee within a further four weeks, the Employer is entitled to terminate.

The following additional conditions should be followed as detailed within the tender package, those documents include:

Appendix A - Supplementary Conditions 1-16

Appendix B - Precautions against Fire

Appendix C - Architectural and Building Drawings

Appendix D - Electrical Drawings and Documents including BMS

Appendix E - Structural Drawings

Appendix F - Mechanical Drawings and Documents

Appendix G - 18014 NBS H92 Alucobond 02 Tray Panel System

Appendix H - Kalzip NBS Format (H31) Outline Specification

Appendix I - Q3918 RAL 2000mm wide fume cupboard

Appendix J - Health & Safety

Appendix K - Building Control

Appendix L - Planning

Appendix M - Design Guide for Mechanical, Electrical and Public Health Services

THE CONTRACTOR'S OFFER

The Contractor is

Name

Address

.....

Telephone Fax

Email 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 £.....

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

Price List

| Item Number | Description | Unit | Quantity | Rate | Price |
|-------------|-------------|------|----------|------|-------|
|-------------|-------------|------|----------|------|-------|

As Activity Schedule provided as FM18195 Tender Documentation to give Total of Prices to be completed on award to the successful supplier

WORKS INFORMATION

1. 2 storey extension to existing building R92 to include for structure, finishes, all services and external works and alterations to existing Stair 4, Room P5 (G-75) and OPPF Lab (1-52). The Works include the following Contractor Design Portions:

- a) Roof
- b) Rainwater Goods
- c) Façade and Brise-Soleil, including Metsec railing system
- d) External Doors and Windows
- e) External Works
- f) Mechanical and Electrical Services Installations with connecting into existing including BMS upgrade
- g) Steel Structure and SFS (Metsec) Frame
- h) Drainage

2. Drawings.

Architectural - As per Appendix C of Tender Issue Package Documentation

Structural – As per Appendix E of Tender Issue Package Documentation

Mechanical and Electrical – As per Appendix D and F of Tender Issue Package Documentation

3. Specification

Architectural - As per Appendix C of Tender Issue Package Documentation

Structural – As per Appendix E of Tender Issue Package Documentation

Mechanical and Electrical – As per Appendix D and F of Tender Issue Package Documentation

4. Constraints on how the Contractor Provides the Works

The contractor will be required to execute the works in such a way as to cause minimum disruption to the existing building users.

The works to the existing staircase must be completed as quickly as possible so that the means of escape can be reinstated as early as possible and before completion of all works.

The works affecting the existing Laboratories must be completed as quickly as possible so that the Laboratories can be returned to use as early as possible and before completion of all works.

5. Requirements for the Programme

The contractor will be required to submit a preliminary programme with the tender submission.

A full programme will be required before work commences on site and must be revised and issued when any programme dates for works changes.

6. Services and other things provided by the Employer

As per Tender Issue Package Documentation

7. A parent company guarantee shall be provided in accordance with the dates provided under X4.1 of the additional clause above.

8. The employer requires the successful contractor to provide a contractor only warranty under this contract. There will be no requirement for Collateral Warranties.

SITE INFORMATION

1. No site investigation report has been prepared.
A copy of the existing sub-site survey drawing 43018/12 is attached.