# Contract Data

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

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| --- | --- | --- |
|  |  | Completion of the data in full, according to the Options chosen, is essential to create a complete contract. |

|  |
| --- |
| **1 General** |

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

|  |  |
| --- | --- |
| Option for resolving and avoiding disputes | W2 |

|  |  |
| --- | --- |
| Secondary Options | X2, X7, X15, X16 Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996) |

|  |  |
| --- | --- |
| The *works* are | The Pirbright Institute Brooksby Building - SIL 1 HVAC Shutdown System from Overpressure and Underpressure Hazard Scenarios.  The designer will have good awareness of the above-mentioned functional safety standards, and to be able to carry out their activities in adherence to the functional safety lifecycle phases as per IEC 61511. A non-exhaustive list of typical deliverables for such a project is as follows:  • Data sheets for all sensing elements (e.g., level switch), logic solvers and all final elements (e.g., valves)  • Bill of Materials (BoM) for all materials and accessories to be purchased  • Quotations for all required materials  • Functional logic diagrams (if required)  • I/O lists  • Functional Design Specifications (FDS)  • Loop diagrams  • Instrument wiring diagrams  • Electrical wiring diagrams  • Control panel layout and drawings  • Safety Integrity Level (SIL) Verification report  • SIL certifications for all relevant hardware (if available)  • Factory Acceptance Test (FAT) procedures  • Site Acceptance Test (SAT) procedures  • Safety Instrumented System (SIS) installation and commissioning plan  • SIS validation plan  • Safety manuals  • Proof test procedure  • Spare parts list  • Assets' register ready for upload to Pirbright Computerised Maintenance Management System (CMMS). |

The *Client* is

|  |  |
| --- | --- |
| Name | The Pirbright Institute |

|  |  |
| --- | --- |
| Address for communications | Ash Road  Pirbright  Woking  Surrey  GU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | [andrian.harsono@pirbright.ac.uk](mailto:andrian.harsono@pirbright.ac.uk) |

The *Project Manager* is

|  |  |
| --- | --- |
| Name | Andrian Harsono |

|  |  |
| --- | --- |
| Address for communications | Ash Road  Pirbright  Woking  Surrey  GU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | [andrian.harsono@pirbright.ac.uk](mailto:andrian.harsono@pirbright.ac.uk) |

The *Supervisor* is

|  |  |
| --- | --- |
| Name | David Shadwell |

|  |  |
| --- | --- |
| Address for communications | Ash Road  Pirbright  Woking  Surrey  GU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | David.shadwell@pirbright.ac.uk |

|  |  |
| --- | --- |
| The Scope is in | ITT - Brooksby Building - SIL 1 HVAC Shutdown System from Overpressure and Underpressure Hazard Scenarios v2  Appendix E - Specification documentation, drawings (combined) |

|  |  |
| --- | --- |
| The Site Information is in | ITT - Brooksby Building - SIL 1 HVAC Shutdown System from Overpressure and Underpressure Hazard Scenarios v2 |

|  |  |
| --- | --- |
| The *boundaries of the site are* | The Brooksby Building within the confines of the Pirbright Institute. |

|  |  |
| --- | --- |
| The *language of the contract* is | English |

|  |  |
| --- | --- |
| The *law of the contract* is the law of | England & Wales |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | Two (2) weeks | except that |

|  |  |  |  |
| --- | --- | --- | --- |
| * The *period for reply* for |  | is |  |

|  |  |  |  |
| --- | --- | --- | --- |
| * The *period for reply* for |  | is |  |

The following matters will be included in the Early Warning Register

|  |
| --- |
| * Abnormally long lead times on items to be purchased due to global supply chain issues or other events outside of the control of *client* and *contractor*. * Delays to Brooksby building handover to the Pirbright Institute due to reasons outside the control of the *contractor* and the *project manager*. * Physical Events outside the control of *contractor* and *Project Manager* that would negatively affect the project (e.g., Damage to Brooksby building by unrelated construction work, terrorism, etc.). * Extreme weather conditions resulting in damage to new equipment or delays to construction work. * Business events (e.g., redundancy, bankruptcy, re-organisation, resignation, retirement etc.) experienced by either *client* or *contractor* that could negatively affect the project. |

|  |  |
| --- | --- |
| Early warning meetings are to be held at intervals no longer than | 2 weeks |

|  |
| --- |
| **2 The *Contractor’s* main responsibilities** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| If the *Client* has identified work which is set to meet a stated *condition* by a *key date* |  | The *key dates* and *conditions* to be met are | | | |
|  | | | |
| *condition* to be met | | | *key date* |
| (1) | All deliverables stated in Section 1. |  | 31st August 2024. |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) | Purchase Order raised for all required materials. |  | 31st January 2024 |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |
| --- |
| **3 Time** |

|  |  |  |
| --- | --- | --- |
| The *starting date* is |  | 1st September 2023 |

The *access dates* are

part of the Site date

|  |  |  |  |
| --- | --- | --- | --- |
| (1) | Brooksby building |  | (As and when required. Arrange with Pirbright Project Manager) |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |  |
| --- | --- |
| The *Contractor* submits revised programmes at intervals no longer than |  |
| a month |

|  |  |  |  |
| --- | --- | --- | --- |
| If the *Client* has decided the *completion date* for the whole of the *works* |  | The *completion date* for the whole of the *works* is | 31/08/2024 |
|  |  |

|  |  |  |
| --- | --- | --- |
| Taking over the *works* before the Completion Date |  | The *Client* **is not** willing to take over the *works* before the Completion Date (Delete as applicable) |

|  |  |  |  |
| --- | --- | --- | --- |
| If no programme is identified in part two of the Contract Data |  | The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is |  |
| 3 weeks |

|  |
| --- |
| **4 Quality management** |

|  |  |  |
| --- | --- | --- |
| The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is |  |  |
|  |
| 3 weeks |

|  |  |  |
| --- | --- | --- |
| The period between Completion of the whole of the *works* and the *defects date* is |  |  |
| 26 weeks |

|  |  |  |
| --- | --- | --- |
| The *defect correction period* is | 3 weeks | except that |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *defect correction period* for |  | is |  |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *defect correction period* for |  | is |  |

|  |
| --- |
| **5 Payment** |

|  |  |  |
| --- | --- | --- |
| The *currency of the contract* is the |  | Pounds sterling (£) |

|  |  |  |
| --- | --- | --- |
| The *assessment interval* is |  | a calendar month |

|  |  |  |
| --- | --- | --- |
| The *interest rate* is | 2 | % per annum (not less than 2) above the |

|  |  |  |  |
| --- | --- | --- | --- |
| base lending | rate of the | Lloyds Bank Plc | bank |

|  |  |  |  |
| --- | --- | --- | --- |
| If the period in which payments are made is not three weeks and Y(UK)2 is not used |  | The period within which payments are made is | 30 days |
|  |  |

|  |
| --- |
| **6 Compensation events** |

|  |  |  |
| --- | --- | --- |
| The place where weather is to be recorded is |  | Met Office weather station at South Farnborough |

The *weather measurements* to be recorded for each calendar month are

• the cumulative rainfall (mm)

• the number of days with rainfall more than 5 mm

• the number of days with minimum air temperature less than 0 degrees Celsius

|  |  |  |
| --- | --- | --- |
| • the number of days with snow lying at | 11 | hours GMT |

and these measurements:

|  |
| --- |
| This is a design and installation |

|  |  |  |
| --- | --- | --- |
| The *weather measurements* are supplied by |  | Met Office |

The *weather data* are the records of past *weather measurements* for each calendar month

|  |  |  |
| --- | --- | --- |
| which were recorded at |  |  |

|  |  |  |
| --- | --- | --- |
| and which are available from |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Where no recorded data are available |  | Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are | |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | The *value engineering percentage* is 50%, unless another percentage is stated here, | | |
| in which case it is |  | % |

|  |  |  |
| --- | --- | --- |
| If there are additional compensation events |  | These are additional compensation events |

**8 Liabilities and insurance**

If there are additional *Client’s* liabilitiesThese are additional *Client’s* liabilities

|  |  |
| --- | --- |
| (1) | Delays in Brooksby building handover to the Pirbright Institute |
|  |  |
| (2) | Change of scope at the *Client’s* request or due to events outside of the control of the *contractor*. |
|  |  |
| (3) | Delays in delivery of materials due to events outside of the control of *client* and *contractor* (e.g., global supply chain issues, pandemic, war) |

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

|  |
| --- |
| £5 million |

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

|  |
| --- |
| £10 million |

If the *Client* is to provide Plant and MaterialsThe insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

|  |
| --- |
| £25,000 |

|  |  |  |  |
| --- | --- | --- | --- |
| If the *Client* is to provide any of the insurances stated in the Insurance Table |  | The *Client* provides these insurances from the Insurance Table | |
| (1) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |  |  |
| --- | --- | --- | --- |
| If additional insurances are to be provided |  | The *Client* provides these additional insurances | |
| (1) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

The *Contractor* provides these additional insurances

|  |  |
| --- | --- |
| (1) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

**Resolving and avoiding disputes**

|  |  |
| --- | --- |
| The *tribunal* is | Arbitration |

|  |  |  |
| --- | --- | --- |
| If the *tribunal* is arbitration | The *arbitration procedure* is | Latest version of the Institution of Civil Engineers Arbitration Procedure |

|  |  |
| --- | --- |
| The place where arbitration is to be held is |  |
| London |

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

|  |
| --- |
| The Institution of Civil Engineers |

If Option W1 or W2 is used The *Senior Representatives* of the *Client* are

|  |  |
| --- | --- |
| Name (1) | Andrian Harsono |

|  |  |
| --- | --- |
| Address for communications | Ash Road  Pirbright  Woking  Surrey  GU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | [andrian.harsono@pirbright.ac.uk](mailto:andrian.harsono@pirbright.ac.uk) |

|  |  |
| --- | --- |
| Name (2) | John Nixon |

|  |  |
| --- | --- |
| Address for communications | Ash Road  Pirbright  Woking  Surrey  GU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | [John.Nixon@pirbright.ac.uk](mailto:John.Nixon@pirbright.ac.uk) |

The *Adjudicator* is

|  |  |
| --- | --- |
| Name | TBC |

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

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

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is | the Institution of Civil Engineers |

If Option W3 is used The number of members of the Dispute Avoidance Board is **one/three** (Delete as applicable)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | The *Client’s* nomination for the Dispute Avoidance Board is | |
| Name |  |

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

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

|  |  |  |
| --- | --- | --- |
| The Dispute Avoidance Board visit the Site at intervals no longer than |  | months |

|  |  |
| --- | --- |
| The *Dispute Avoidance Board nominating body is* |  |
|  |

**X1: Price adjustment for inflation**

If Option X1 is used The proportions used to calculate the Price Adjustment Factor are

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  | linked to the index for |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  | non-adjustable |  |

|  |  |
| --- | --- |
| 1.00 |  |

|  |  |
| --- | --- |
| The *base date* for indices is |  |

|  |  |
| --- | --- |
| These indices are |  |

**X3: Multiple currencies**

If Option X3 is used The *Client* will pay for the items or activities listed below in the currencies stated

|  |  |  |
| --- | --- | --- |
| items and activities | other currency | total maximum payment in the currency |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |
| --- | --- |
| The *exchange rates* are those published in |  |

|  |  |  |
| --- | --- | --- |
| on |  | (date) |

**X5: Sectional Completion**

If Option X5 is used The *completion date* for each *section* of the *works* is

|  |  |  |
| --- | --- | --- |
| *section* | description | *completion date* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (1) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (2) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (3) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (4) |  |  |  |  |

**X6: Bonus for early Completion**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| If Option X6 is used without Option X5 |  | The bonus for the whole of the *works* is |  | per day |
|  |

|  |  |  |
| --- | --- | --- |
| If Option X6 is used with Option X5 |  | The bonus for each *section* of the *works* is |

|  |  |  |
| --- | --- | --- |
| *section* | description | amount per day |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (1) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (2) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (3) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (4) |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| The bonus for the remainder of the *works* is |  |  |

**X7: Delay damages**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| If Option X7 is used without Option X5 |  | Delay damages for Completion of the whole of the *works* are | £150 | per day |
|  |

|  |  |  |
| --- | --- | --- |
| If Option X7 is used with Option X5 |  | Delay damages for each *section* of the *works* are |

|  |  |  |
| --- | --- | --- |
| *section* | description | amount per day |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (1) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (2) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (3) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (4) |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| The delay damages for the remainder of the *works* are |  |  |

**X8: Undertakings to the *Client* or Others**

If Option X8 is used The *undertakings to Others* are provided to

|  |
| --- |
|  |

|  |
| --- |
|  |

The *Subcontractor undertaking to Others* are

works provided to

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

The *Subcontractor undertaking to the Client* are

works

|  |
| --- |
|  |

|  |
| --- |
|  |

**X10: Information modelling**

If Option X10 is used

|  |  |  |
| --- | --- | --- |
| If no *information execution plan* is identified in part two of the Contract Data | The period after the Contract Date within which the *Contractor* is to submit a first | |
| Information Execution Plan for acceptance is |  |
|  |
| The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim | |
|  |  |

|  |  |
| --- | --- |
| The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is | |
|  |  |

**X12: Multiparty collaboration (not used with Option X20)**

If Option X12 is used The *Promoter is*

|  |
| --- |
|  |

The Schedule of Partners is in

|  |
| --- |
|  |

The *Promoter’s objective* is

|  |
| --- |
|  |

The Partnering Information is in

|  |
| --- |
|  |

**X13: Performance bond**

|  |  |  |
| --- | --- | --- |
| If Option X13 is used | The amount of the performance bond is |  |

**X14: Advanced payment to the *Contractor***

|  |  |  |
| --- | --- | --- |
| If Option X14 is used | The amount of the advanced payment is |  |

|  |  |  |
| --- | --- | --- |
|  | The period after the Contract Date from which the *Contractor* repays the instalments in assessments is |  |
|  |

|  |  |  |
| --- | --- | --- |
|  | The instalments are |  |
| (either an amount or a percentage of the payment otherwise due) | |

|  |  |
| --- | --- |
| Advanced payment bond | An advanced payment bond **is/is not** required (Delete as applicable) |

**X15: The *Contractor’s* design**

|  |  |  |
| --- | --- | --- |
| If Option X15 is used | The *period for retention* following Completion of the whole of the *works* or earlier | |
| termination is | 6 years |

|  |  |
| --- | --- |
| The minimum amount of insurance cover for claims made against the *Contractor* arising | |
| out of its failure to use the skill and care normally used by professionals designing | |
| works similar to the *works* is, in respect of each claim | £2,000,000 |

|  |  |
| --- | --- |
| The period following Completion of the whole of the *works* or earlier termination for | |
| which the *Contractor* maintains insurance for claims made against it arising out of its | |
| failure to use the skill and care is | 6 years |

**X16: Retention**

|  |  |  |
| --- | --- | --- |
| If Option X16 is used | The *retention free* amount is | £2,500 |

|  |  |  |
| --- | --- | --- |
| The *retention percentage* is | 3 | % |

Retention bond The *Contractor* **may** give the *Client* a retention bond (Delete as applicable)

**X17: Low performance damages**

If Option X17 is used The amounts for low performance damages are

amount performance level

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

**X18: Limitation of liability**

|  |  |  |
| --- | --- | --- |
| If Option X18 is used | The *Contractor’s* liability to the *Client* for indirect or | |
| consequential loss is limited to |  |

|  |  |
| --- | --- |
| For any one event, the *Contractor’s* liability to the *Client* for | |
| loss of or damage to the *Client’s* property is limited to |  |

|  |  |
| --- | --- |
| The *Contractor’s* liability for Defects due to its design which | |
| are not listed on the Defects Certificate is limited to |  |

|  |  |
| --- | --- |
| The *Contractor’s* total liability to the *Client* for all matters | |
| arising under or in connection with the contract, other than |  |
| excluded matters, is limited to |  |

|  |  |  |
| --- | --- | --- |
| The *end of liability date* is |  | years after the Completion of the whole of the *works* |

**X20: Key Performance Indicators (not used with Option X12)**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option X20 is used | The *incentive schedule* for Key Performance Indicators is in |  | |
|  | |
|  | A report of performance against each Key Performance Indicator is provided at intervals of |  | |
|  | months |

**X29: Climate change**

|  |  |  |
| --- | --- | --- |
| If Option X29 is used | The *performance table* is in |  |
|  |
| If no *climate change plan* is identified in part two of the Contract Data | The period after the Contract Date within which the *Contractor* is to submit a first climate change plan for acceptance is |  |
|  |

**Y(UK)1: Project Bank Account**

|  |  |
| --- | --- |
| If Option Y(UK)1 us used | The *Contractor* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable) |
|  | The *account holder* is the ***Contractor*/the Parties** (Delete as applicable) |

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due | The period for payment is |  | days after the date on which payment becomes due |
|  | |  |

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

If Option Y(UK)3 is used term *beneficiary*

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
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| --- | --- | --- |
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| --- | --- | --- |
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| --- | --- | --- | --- | --- |
| If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3 |  | term |  | *beneficiary* |
| The provisions of Options Y(UK)1 | Named Suppliers |

**Z: *Additional conditions of contract***

If Option Z is used The *additional conditions of contract* are

|  |
| --- |
|  |

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

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**1 General**

The *Contractor* is

|  |  |
| --- | --- |
| Name |  |

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

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

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is |  | % |

|  |  |
| --- | --- |
| The *working areas* are |  |

The *key persons* are

|  |  |
| --- | --- |
| Name (1) |  |

|  |  |
| --- | --- |
| Job |  |

|  |  |
| --- | --- |
| Responsibilities |  |

|  |  |
| --- | --- |
| Qualifications |  |

|  |  |
| --- | --- |
| Experience |  |

|  |  |
| --- | --- |
| Name (2) |  |

|  |  |
| --- | --- |
| Job |  |

|  |  |
| --- | --- |
| Responsibilities |  |

|  |  |
| --- | --- |
| Qualifications |  |

|  |  |
| --- | --- |
| Experience |  |

The following matters will be included in the Early Warning Register

|  |
| --- |
|  |

**2 The *Contractor’s* main responsibilities**

|  |  |  |
| --- | --- | --- |
| If the *Contractor* is to provide Scope for its design | The Scope provided by the *Contractor* for its design is in |  |
|  |  |

**3 Time**

|  |  |  |
| --- | --- | --- |
| If a programme is to be identified in the Contract Data | The programme identified in the Contract Data is |  |
|  |

|  |  |  |
| --- | --- | --- |
| If the *Contractor* is to decide the *completion date* for the whole of the *works* | The *completion date* for the whole of the *works* is |  |
|  |

**5 Payment**

|  |  |
| --- | --- |
| The *activity schedule* is |  |

|  |  |
| --- | --- |
| The tendered total of the Prices is |  |

**Resolving and avoiding disputes**

If Option W1 or W2 is used The *Senior Representatives* of the *Contractor* are

|  |  |
| --- | --- |
| Name (1) |  |

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

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

|  |  |
| --- | --- |
| Name (2) |  |

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

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

If Option W3 is used and The *Contractor’s* nomination for the Dispute Avoidance Board is

the number of members

of the Dispute Avoidance

Board is three

|  |  |
| --- | --- |
| Name |  |

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

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

**X10: Information modelling**

If Option X10 is used

|  |  |  |
| --- | --- | --- |
| If an *information execution plan* is to be identified in the Contract Data | The *information execution plan* identified in the Contract Data is |  |
|  |

**X29: Climate change**

If Option X29 is used

|  |  |  |
| --- | --- | --- |
| If a *climate change plan* is to be identified in the Contract Data | The *climate change plan* identified in the Contract Data is |  |
|  |

**Y(UK)1: Project Bank Account**

|  |  |  |
| --- | --- | --- |
| If Option Y(UK)1 is used | The *project bank* is |  |
|  |
|  | *named suppliers* are |  |
|  |

**Data for the Short Schedule of Cost Components**

The *people rates* are

category of person unit rate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

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| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |
| --- | --- |
| The published list of Equipment is the edition current at the Contract Date of the list published by |  |
|  |

|  |  |  |
| --- | --- | --- |
| The percentage for adjustment for Equipment in the published list is |  | |
|  | % (state plus or minus) |

The rates for other Equipment are

Equipment rate

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person rate

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

The rates for Defined Cost of design outside the Working Areas are

category of person rate

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

|  |
| --- |
|  |