

**Design, Build and Equip of the Camogli Health Facility,
Tristan da Cunha, PO 6985**

OJEU Publication Reference Number: 2014/S 222-392516

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT (1)

and

GALLIFORD TRY INFRASTRUCTURE LIMITED (2)

FORM OF AGREEMENT

CONTRACT FOR : **Design Build and Equip of the Camogli Health Facility, Tristan da Cunha**

PURCHASE ORDER NUMBER : **PO 6985**

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA ("DFID");

("Employer" which term includes its legal successors and permitted assignees);

AND : Galliford Try Infrastructure Limited ("Supplier"), a company incorporated companies Acts (registration number SC055775) whose registered office is situated at PO Box 17452, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 1LB

("Contractor" which terms includes its legal successors and permitted signees).

(together "the Parties").

WHEREAS:

- A.** The *Employer* wishes to appoint the *Contractor* to provide the *works* to the Administration of Tristan Da Cunha (the "Recipient"); and
- B.** the *Contractor* has agreed to provide the *works* on the *conditions of contract* set out in the Contract Data.

IT IS HEREBY AGREED as follows:

1. The Contractor will provide the Works in accordance with the conditions of contract identified in the Contract Data.
2. The Employer will pay the Contractor the amount due and carry out his duties in accordance with the conditions of contract identified in the Contract Data.
3. The documents forming part of this agreement are:

NEC3 Engineering and Construction contract April 2013 Edition as defined in the Contract Data and additional Z clauses incorporated there in.

- The Contract Data Part One [Section A];
- The Contract Data Part Two [Section B];
- The Works Information [Section C]
- The Activity Schedule [Section D]
- Site Information [Section E]
- Galliford Try Letter ref DFID/jh 284.16.15 dated 11 September 2015
- Galliford Try BAFO offer as submitted 03 August 2015

4. Commencement and Duration of the Services

The Supplier shall start the Services on **11 December 2015** (the "Start Date") and shall complete them by **02 June 2017** (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

5. Financial Limit

Payments under this Contract shall not, exceed **£7,155,413.28** exclusive of any government tax, if applicable (the "Financial Limit") subject to any agreed amendments under this Contract.

6. An additional **£138,846.72** has been ring-fenced into a Contract for Services (PO 7340) dated **19 October 2015** in respect of the initial design phase works. This Contract (PO 6985) shall encompass the scope of the initial design phase works covered by PO 7340 save for the payment obligation on the Employer.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date: **14 December 2015**

Witness Name:

Position:

Signature:

Date:

For and on behalf of
Galliford Try Infrastructure Limited

Name:

Position:

Signature:

Date:

Witness Name:

Position:

Signature:

Date:

Contents

Contract Data Part One – Data provided by the Employer [Section A]

Contract Data Part Two – Data provided by the Contractor [Section B]

Annex A: Conditions of Contract Amendments (Z Clauses)

SECTION A

CONTRACT DATA

Part one – Data provided by the *Employer*

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

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X2 (Changes in the law), X15 (Design Liability), X16 (Retention), X18 (Limitation of Liability), Y (UK) 2 (HGCRA) (Act), Y (UK) 3 (Rights of Third Parties) of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are the design, build and equip of the Camogli Health Facility on Tristan da Cunha and associated ancillary works.
- The *Employer* is

Name	Department for International Development
Address	Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA
	T: +44 (0) 1355 84 Redacted
	M: +44 (0) Redacted
	E: Redacted
- The *Project Manager* is

Name	Redacted Programme Manager OTD
Address	Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA
	T: +44 (0) 1355 84 Redacted
	M: +44 (0) Redacted
	E: Redacted
- The *Supervisors* are

Name	Redacted , Infrastructure Adviser OTD
Address	Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA
	M: +44 (0) Redacted
	E: Redacted
Name	Redacted , Health Adviser OTD
Address	Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA
	M: +44 (0) Redacted
	E: Redacted
Name	Redacted , Clerk of Works, Tristan da Cunha
Address	Tristan da Cunha
	T: +44(0) Redacted

E: cowtristan@tdc-gov.com

- The *Adjudicator* is to be appointed pursuant to clause Z9.
 - The Employers Works Information is in Section C of the Contract.
 - The Site Information is in Section E of the Contract.
 - The *boundaries of the site* are to be determined in an area to the north of the existing hospital
 - The *language of this contract* is English.
 - The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales.
 - The *period for reply* is 2 weeks.
 - The *Adjudicator nominating body* is the Technology and Constructions Solicitors Association.
 - The *tribunal* is litigation.
 - The following matters will be included in the Risk Register. A risk register is contained in Section C of the contract and Tender documents.
 - The *starting date* is 11 December 2015.
 - The *access dates* are 03 November 2016.
 - The *Contractor* submits revised programmes at intervals no longer than 4 weeks and the *Contractor shall submit the first programme for acceptance by the Employer and Project Manager 2 weeks before starting on site.*
 - The *defects date* is 52 weeks after Completion of the whole of the works.
 - The *defect correction period* is 52 weeks.
 - The *currency of this contract* is the pound sterling (£).
 - The *assessment interval* is 4 weeks.
 - The *interest rate* is **Redacted**.
 - The place where weather is to be recorded is Tristan da Cunha (TdC). There is no met station on TdC. Basic wind measurements are taken by the Public Works Department (PWD).
 - The *weather measurements* are supplied by the Public Works Department on Tristan da Cunha and the Met Office.
- Where no recorded data are available**
- If it is unsafe to offload the cargo or continue construction activities due to adverse weather or sea state the decision will be based on whether it is safe to continue working. Any decision to stop work will be proposed by the Contractor and verified by the Clerk of Works, both parties acting reasonably.
- The minimum limit of indemnity for insurance in respect of 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*) caused by activity in connection with this contract for any one event is £7, 294,260 without limit to the number of claims.
 - The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is £7,294,260 without limit to the number of claims.
 - The *completion date* for the whole of the works is 02 June 2017.

3 Time

4 Testing and Defects

5 Payment

6 Compensation events

8 Risks and insurance

9 Completion Date

10 Key Dates

- The *key dates and conditions* to be met are

condition to be met

key date

1) Design substantially completed to RIBA Stage 2 and re-costing provided by the *Contractor* upon which the *Employer* shall have up to a maximum of 14 days in which to issue its decision to the *Contractor* confirming whether the *Employer* is content to proceed with the works.

22nd January 2016

2) RIBA Stage 3 Complete

30th March 2016

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period within which payments are made is 30 days.
- The *Contractor* provides these additional insurances
Redacted

If Option X16 is used

- The *retention free amount* is **Redacted**.
- The *retention percentage* is **Redacted**.

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to **Redacted**.
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **Redacted**.
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to is **Redacted**.
- 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 100% of the amount stated in the Contract Data.
- The *end of liability date* is 6 years after the Completion of the whole of the works.

If Option Y(UK)3 is used

- | | |
|----------------|--------------------------------|
| • term | person or organisation |
| Sub-contractor | Hugh Broughton Associates |
| Sub-contractor | Top Housing |
| Sub-contractor | Technical procurement Services |

If Option Z is used

- The *additional conditions of contract* are the amendments to the Conditions of Contract (Z clauses) contained within Annex A of the Contract Data Part One

SECTION B

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.

Statements given in all contracts

- The Contractor is
Name Galliford Try Infrastructure Limited
Address PO Box 17452, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 1LB
- The *direct fee percentage* is **Redacted**.
- The *subcontracted fee percentage* is **Redacted**.
- The *working areas* are the Site and the Galliford Try office in the UK, Top Housing office and factories in Sweden, Technical Procurement Services offices and consolidation area in South Africa, docks for cargo consolidation in Europe and the Discharge area on, Tristan da Cunha
- The key people are as detailed within the BAFO offer of 3 August 2015 including
 - (1) Name **Redacted**
Job - Project Director
Responsibilities
.....
Qualifications
Experience
.....
 - (2) Name **Redacted**
Job – Project Manager
Responsibilities
.....
Qualifications
Experience
.....
- The following matters will be included in the Risk Register as detailed within the BAFO offer 3 August 2015 Section C.

Optional statements

If the Contractor is to provide Works Information for his design

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is the BAFO Programme.

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 2 June 2017.

Data for the Shorter Schedule of Cost Components

-
- The *activity schedule* is the BAFO offer 03 August 2015 Volume 4 Proformas.
 - The *tendered total of the Prices* is £7,294,260.
(£7,155,413.24 is allocated to this Contract PO 6985 £138,846.76 is allocated to the initial design phase PO 7340 which is to be paid by the Employer in accordance with the payment obligations)
 - The *percentage for people overheads* is **Redacted**.
 - The *published list of Equipment* is the last edition of the list published by CECA Schedule for Day Works. Subject to availability in the Working Area

- The percentage for adjustment for Equipment in the published list is plus Redacted (state plus or minus).
- The hourly rates for Defined Cost of design outside the Working Areas are category of employee hourly rate
See daily rates on the BAFO Offer 3 August 2015.
- The percentage for design overheads is Redacted.
- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are as listed in the BAFO offer dated 3 August 2015.