

Short Contract

A contract between Natural Environment Research Council Centre for Ecology and Hydrology (CEH)

and

.....

.....

for FM17080 External Plantroom Replacement Boiler Plant

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Contract Data

The *Employer* is

Name Centre for Ecology & Hydrology
Address Maclean Building, Benson Lane, Crowmarsh Gifford, Wallingford, OXON, OX10 8BB
Telephone Fax
E-mail address

The *works* are As defined in the description, drawings and specifications –FM17080

The *site* is Centre for Ecology & Hydrology

The *starting date* is 07/07/2017

The *completion date* is 09/09/2017

The *period for reply* is 4 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are £160.00 per day.

The *assessment day* is the 03rd of each month.

The *retention* is 5% with 2.5% released on practical completion. %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes / No (delete as appropriate)

The *Adjudicator* is

Name President of RICS

Address Surveyor Court, Westwood Way, Coventry, CV4 8JE

Telephone 08703331600

E-mail address contactrics@rics.org.

Contract Data

The interest rate on late payment is 0 % 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 for any one event.

The *Employer* provides this insurance No insurance is provided by the employer

The minimum amount of cover for the third insurance stated in the
Insurance Table is £5,000,000.00

The minimum amount of cover for the fourth insurance stated in the
Insurance Table is £10,000,000.00

The *Adjudicator nominating*
body is RICS.

The *tribunal* is Arbitration

If the *tribunal* is arbitration,
the arbitration procedure is Construction Industry Model Arbitration Rules (CIMAR).

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

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The supplier shall provide all assistance to enable the UKSBS 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 UKSBS.

In no event shall the supplier or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the UKSBS.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the supplier agrees that the contract and the sourcing documents issued by the (UK SBS) which led to its creation will be published by the UKSBS on a designated web site.

The entire contract and all the sourcing documents issued by the UKSBS 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 UKSBS, at the time when it considers disclosure, reasonably considers to be confidential to the supplier;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the UKSBS 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 supplier consents to the contract or sourcing documents being redacted by the UKSBS 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 UKSBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 2

The UKSBS, shall at any time have the right for convenience to terminate the contract or reduce the quantity of Supplies or Services to be provided by the supplier in each case by giving to the supplier reasonable written notice. During the period of notice UK SBS may direct the supplier to perform all or any of the work under the contract. Where UKSBS has invoked either of these rights, the supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

Clause 6

Timber Procurement Policy

UKSBS has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the UK SBS timber procurement policy. Do not insert the model clauses if they are not relevant.

Clause 7

Modern Slavery Act 2015

During the Term or any extension of this contract , UKSBS is committed to ensuring that its supply chain complies with the above Act. The supplier shall provide such assurances, on the anniversary of the commencement date or completion of the contract , if less than 12 months.

The supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the contract evidencing the actions taken, relevant to the supplier 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

UKSBS reserve to sole right to audit any and all reports submitted by the (SUPPLIER) to an extent as deemed necessary and the supplier shall unreservedly assist UKSBS in doing so. Any financial burden incurred by the supplier in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

UKSBS will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, UKSBS any increases in the Contractor's cost of providing the SUPPLIES / SERVICES /WORKS by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to supplier records and always after a period of due diligence carried out by UKSBS, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the supplier

The relationship between UKSBS *and* the supplier shall be that of “independent contractor” which means that *the* supplier *is not* a UKSBS *employee*, worker, agent or partner, and the supplier shall not give the impression that they are.

As this is not an employment contract the supplier shall be fully responsible for all their own tax including any national insurance contributions arising from carrying out the services. If UKSBS has to pay any such tax then the supplier shall pay back to UKSBS in full, any money that UKSBS has to pay, and they shall also pay back UKSBS for any fine or other punishment imposed on UKSBS because the tax or national insurance was not paid by the supplier.

Clause 10

Cyber essentials questionnaire

The supplier agrees that during any term or extension at the sole discretion of UKSBS to complete the attached questionnaire as many times as is required within 14 days from notice to do so and shall send this information as directed by UKSBS. UKSBS is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the supplier shall not be reimbursable.



Copy of Statement
of Assurance Questio

Contract Data

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone Fax

E-mail 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

Enter the total of the Prices from the Price List.

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

Contract Data

Price List

Item number	Description	Unit	Quantity	Rate	Price
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All Pricing information to be provided in AW5.2 FM17080

The total of the Prices

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Contract Data

Works Information

1 Description of the works

As per details contained within FM17080 Request for Proposal and Supporting Documentation

Final design proposal to be confirmed by the Contractor and assembled on site following confirmation of onsite measurements and in accordance with manufacturer's and consulting engineer's recommendations.

2 Drawings

Drawing number	Revision	Title
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As per details contained within FM17080 Request for Proposal and Supporting Documentation

Drawings applicable to this contract:
Proposed Heating and Gas Layout (Dwg No: 56-601 T1)

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Contract Data

Works Information

3 Specifications

Title	Date or revision	Tick if publicly available
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As per details contained within FM17080 Request for Proposal and Supporting Documentation

Specification including Preliminaries
Preconstruction H&S information

4 Constraints on how the *Contractor* Provides the Works

As per details contained within FM17080 Request for Proposal and Supporting Documentation

Construction hazards: None

Material hazard: None

Choice of subcontractor for specific categories of work: None

Occupier's rules and regulations

Other constraints: Site will be in operation during works, therefore works must be completed with minimal disturbance to occupants.

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Contract Data

Works Information

5 Requirements for the programme

Programme Submission & Updating as per specification FM17080

6 Services and other things provided by the *Employer*

Item	Date by which it will be provided
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Employer to provide:
Services Incl water, electricity for the works
Welfare Facilities

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Contract Data

Site Information

Works environment Information: Listed in Preliminaries

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