

Short Contract

A contract between

Department for Transport

and

Planet Fire & Security Limited

for

IMO - PA/VA System Upgrade and Replacement Works

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

**Notes about the contract are printed in boxes like this one.
They are not part of the contract.**

The *Client's* Contract Data

Name [REDACTED] (Department for Transport)

Department for Transport c/o Maritime & Coastguard Agency
Spring Place, Bay 2/29, 105 Commercial Road, Southampton, SO15
1EG

Email address —

IMO – PA/VA System Upgrade and Replacement Works

1

26th of August 2024

9th of September 2024

£250

£250

2

2

52

52

Two

Two

First day

First day

5

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does not apply

Name	The Royal Institution of Chartered Surveyors
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12 Great George Street, Parliament Square, London, SW1P 3AD

contacts@rics.org

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

N/A

Only enter details here if the *Client* is to provide insurance.

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

N/A

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

N/A

Is the *Contractor's* obligation for design to use the skill and care normally used by professionals designing works similar to the *works*? Yes (delete as applicable)

The *Contractor* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Contractor</i> for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i>	£1,000,000 (one million pounds)	12 Years
	in respect of each claim, without limit to the number of claims	

Only enter details here if design is to be prepared by the *Contractor* using the skill and care normally used by professionals providing designs.

Contract Data

The *Client's* Contract Data

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

£5,000,000 (five million pounds)

The Contractor's total liability to the Client which arises under or in connection with the contract is limited to

£10,000,000 (ten million pounds)

The *Adjudicator nominating body* is

The Royal Institute of Chartered Surveyors

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The Chartered Institute of Arbitrators

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Only enter details here if additional conditions are required.

Z1 Official Secrets and Confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.

Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.

Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

Z2 Security

Site Admittance

Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.

Z2.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorized persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Passes

Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.

Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.

Photographs

Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager.

Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs

Z3 Transparency

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

Z4 Limitation of Liability

The Contractor's total liability to the Client for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £250,000 (two hundred and fifty thousand) in the aggregate and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for

- Liability for 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.

Contract Data

The Contractor's Contract Data

The Contractor is

Name Planet Fire & Security

Address for communications

4 Canberra House, Corby Gate Business Park, Corby, Northants, NN17 5GA

Address for electronic communications

The fee percentage is

100 %

The people rates are

category of person	unit	rate

The published list of Equipment is

0

The percentage for adjustment for Equipment is

0

% (state plus

0

or minus)

The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£46,357.22 (Forty-six thousand, three hundred and fifty-seven pounds and twenty-two pence)

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

Commercial Relationship Manager

Signature

Please refer to DocuSign details

Date

Please refer to DocuSign details

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

[REDACTED]

Position

Managing Director

Signature

Please refer to DocuSign details

Date

Please refer to DocuSign details

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* 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; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work 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.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█
██████	██████████	█	█	█	█

The total of the Prices

46,357.22 + VAT

The method and rules used to compile the Price List are

Scope

The **Scope** should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

Information provided by the *Contractor* should be listed in the **Scope** only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the **Scope**.

1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Upgrade and replacement of the existing PA/VA system and associated details

2 Drawings

List the drawings that apply to the contract.

DRAWING NUMBER	REVISION	TITLE
N/A	N/A	N/A

Scope

3 Specifications

List the specifications which apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
[REDACTED]	19 th April 2024	Yes

4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

All work to be conducted in accordance with the agreed-upon timings set by [REDACTED]. It is imperative that the execution of work does not impede or interfere with any scheduled meetings or events. While it is not anticipated that the nature of the works will cause disruption, the Contractor shall ensure minimal disturbance to ongoing operations.

All timings related to the execution of work must be approved by both the Project Manager and the Client. Any deviation from agreed-upon schedules must be promptly communicated and mutually agreed upon by all parties involved

Scope

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

The contractor is to produce a Contract Programme reflecting the specified works for agreement, prior to commencement on site.

The Main Contractor is to make allowances for lead-in times required by specialist sub-contractors/suppliers, details of which are to be clearly highlighted through a critical path on the Contract Programme.

6 Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.

Not applicable.



Contents

Fire & Security Engineering Services

Quote :
Reference :

**PAVA Rack
Upgrade**

19th April 2024

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]











