-nec4 Engineering and Construction

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

	The Client is	
Name	(Department for Transport)	
Address for communications	Department for Transport c/o Maritime & Co Spring Place, Bay 2/29, 105 Commercial Ro 1EG	
Address for electronic communications	Email address –	
The works are	IMO – PA/VA System Upgrade and Replace	ment Works
The site is		
The starting date is	26 th of August 2024	
The completion date is	9 th of September 2024	
The delay damages are	£250	per day
The period for reply is	2	weeks
The defects date is	52	weeks after Completion
The defect correction period is	Two	weeks
The assessment day is the	First day	of each month
The retention is	5	%
The United Kingdom Housing Gra	ants, Construction and Regeneration Act (1996) <u>c</u>	does not apply
7	Γhe <i>Adjudicator</i> is	
Name	The Royal Institution of Chartered Surveyors	S
Address for communications	12 Great George Street, Parliament Square,	London, SW1P 3AD
Address for electronic communications	contacts@rics.org	

The Client's Contract Data

normally used by professionals providing designs.

he interest rate on late paymer	nt is 0.0 % per o	complete week of delay.
Insert a rate only if a rate les	s than 0.5% per week of de	lay has been agreed.
The <i>Client</i> provides this insurance		
Only enter details here if the	Client is to provide insurar	nce.
The minimum amount o cover for the third insurance stated in the Insurance Table is	9	
for any one even	t N/A	
The minimum amount of cover for the fourth insurance stated in the Insurance Table	9	
is, for any one even	t N/A	
Is the Contractor's obligation for normally used by professionals The Contractor provides the fol	designing works similar to the	care le works? Yes (delete as applicable)
INSURANCE AGAINST	MINIMUM AMOUNT OF COVE	ER PERIOD FOLLOWING COMPLETION O
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	£1,000,000 (one million pound	s) 12 Years
similar to the works	in respect of each claim, without to the number of claims	ut limit

arbitration procedure is

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 £10,000,000 (ten million pounds) the contract is limited to The Adjudicator nominating body is The Royal Institute of Chartered Surveyors The tribunal is Arbitration If the tribunal is arbitration, the

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 1946apply 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 theAuthority 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.

The Contractor's Contract Data

Name	Planet Fire & Secu	ırity	
Address for communications	4 Canberra House 5GA	, Corby Gate Business P	ark, Corby, Northants, NN
Address for electronic communications			
The fee percentage is	100 %		
Γhe <i>people rates</i> are			
category of person un	iit	rate	
category or person			
	•		
The published list of Equipment			
	is	0	% (state plus
The published list of Equipment	is		% (state plus or minus)
The published list of Equipment	is	0	
The published list of Equipment	is	0	
The published list of Equipment	is	0	

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

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



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
		ı	ı		
			•		
			•		
		I	I		
		•	I		

The total of the Prices

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The method and rules used to compile the Price List are

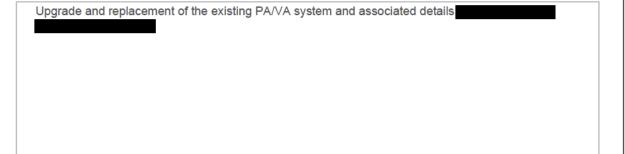
Scope

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.



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
	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

. 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.

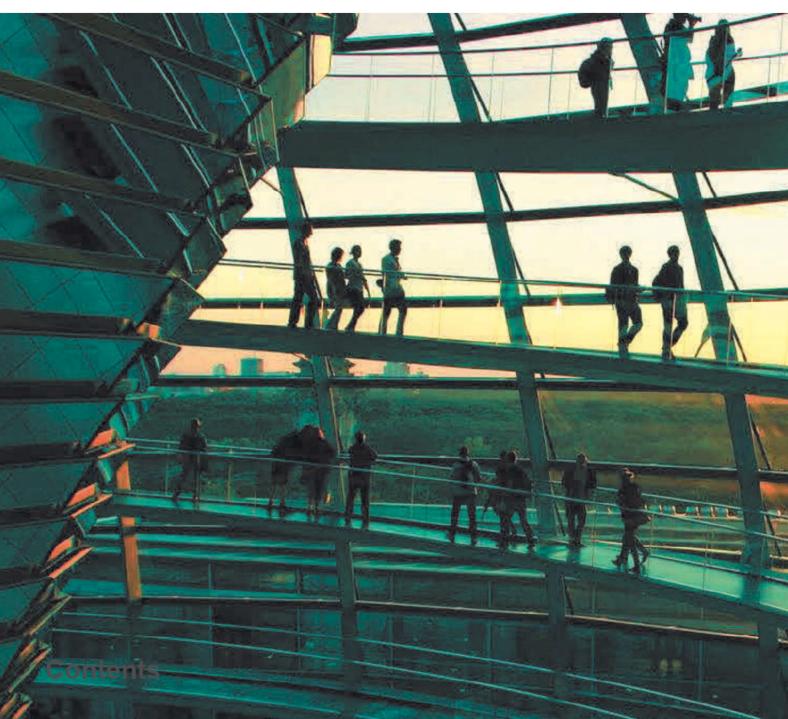
ITEM	DATE BY WHICH IT WILL BE PROVIDED

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.			





Fire & Security
Engineering
Services





19th April 2024





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