

# Short Contract

A contract between UK Research and Innovation (UKRI), Natural Environment  
Research Council (NERC

and TBC

for FM18233 – Laboratory Cold Water and Raw Water Automatic  
Flushing System at National Oceanography Centre

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# Contract Data

The *Employer* is

Name UK Research and Innovation (UKRI), Natural Environment Research Council  
Address Polaris House, North Star Avenue, Swindon, SN2 1FL.  
Telephone 01793 867000  
E-mail address FMProcurement@uksbs.co.uk

The *works* are FM18233 - Laboratory Cold Water and Raw Water Automatic Flushing System at National Oceanography Centre

The *site* is National Oceanography Centre,  
European Way,  
Southampton,  
SO14 3ZH,

The *starting date* is 25/02/2019

The *completion date* is 29/03/2019

The *period for reply* is 1 week.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 1 week.

The *delay damages* are N/A

The *assessment day* is the 15/03/2018

The *retention* is N/A

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? No

The *Adjudicator* is

Name RICS: Royal Institution of Chartered Surveyors  
Address 12 Great George Street (Parliament Square)  
London, SW1P 3AD  
Telephone 020 8675 5211  
E-mail address Contractrics@rics.org

# Contract Data

The interest rate on late payment is N/A 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 £10,000,000 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 £10,000,000.00 Public Liability

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

The *Adjudicator nominating body* is RICS: Royal Institution of Chartered Surveyors

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is TBC In the event of Arbitration being required.

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

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## Clause 1

### **Freedom of Information Act and the Environmental Information Regulations**

The Contractor shall provide all assistance to enable the Employer 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 Employer.

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

## Clause 2

### **Transparency**

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Contract and the sourcing documents issued by the Employer which led to its creation will be published by the Employer on a designated web site.

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

### **Clause 3**

#### **Termination Para 2**

The Employer, 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 Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice Employer may direct the Contractor to perform all or any of the work under the Contract. Where Employer has invoked either of these rights, the Contractor 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 7**

#### **Modern Slavery Act 2015**

The Contractor agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor 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

Employer reserve the right to audit any and all reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Employer in doing so.

Note: the Employer also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Employer requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

## **Clause 9**

### **Taxation obligations of the Contractor**

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

As this is not an employment Contract, Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) Contractor in respect of consideration received under this Contract, Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) Employer may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how Contractor complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which Contractor shall provide and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in Employer terminating the Contract.

Any obligation by Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and Contractor obligations to Indemnify the Employer shall survive without limitation until such time as any of these obligations are complied with.

Employer may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If Employer has to pay any such obligations owed by Contractor under Clauses (1) and (2) then Contractor shall pay back to Employer in full, any money that Employer has to pay, and Contractor shall also pay back Employer for any fine or compensate Employer for any other punishment imposed on Employer because the tax or national insurance due was not paid by the Contractor.

## **Clause 12**

### **Assignment and Subcontracting**

The Employer or UK SBS acting as an agent on behalf of the Employer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Employer or UK SBS, acting as an agent on behalf of the Employer.

# Contract Data

## The Contractor's Offer

The Contractor is  
Name TBC  
Address  
  
Telephone  
E-mail address

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 TBC

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
	As per FM18233 Tender Documentation and Supporting Appendices				
The total of the Prices					<input type="text"/>

# Contract Data

## Works Information

### 1 Description of the *works*

As per FM18233 Tender Documentation and Supporting Appendices

### 2 Drawings

Drawing number	Revision	Title
As per FM18233 Tender Documentation and Supporting Appendices		

# Contract Data

## Works Information

### 3 Specifications

Title	Date or revision	Tick if publicly available
As per FM18233 Tender Documentation and Supporting Appendices		

### 4 Constraints on how the *Contractor Provides the Works*

As per FM18233 Tender Documentation and Supporting Appendices

# Contract Data

# Works Information

## 5 Requirements for the programme

As per FM18233 Tender Documentation and Supporting Appendices

## 6 Services and other things provided by the *Employer*

Item	Date by which it will be provided
As per FM18233 Tender Documentation and Supporting Appendices	

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# Contract Data

# Site Information

As per FM18233 Tender Documentation and Supporting Appendices