

Short Contract

A contract between National Oceanography Centre, Southampton
University of Southampton Waterfront Campus,
European Way,
Southampton
SO14 3ZH

and

.....

.....

for The Provision of Coffee Bar Refurbishment

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

Contract Data

The *Employer* is

Name Natural Environment Research Council

Address Polaris House, North Star Avenue, Swindon, SN2 1UH

Telephone

E-mail address Fax

The *works* are The Provision of Coffee Bar Refurbishment

The *site* is The National Oceanography Centre, Southampton

The *starting date* is 25/02/16

The *completion date* is On completion

The *period for reply* is 1 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 4 weeks.

The *delay damages* are £100 per day.

The *assessment day* is the Last day of each month.

The *retention* is 5 %.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? Yes

The *Adjudicator* is

Name RICS (Royal Institution of Chartered Surveyors)

Address

..... Fax

Telephone

E-mail address

The interest rate on late payment is 2 % 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 Million for any one event.

The *Employer* provides this insurance N/A

The minimum amount of cover for the third insurance stated in the Insurance Table is £10 Million

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

The *Adjudicator nominating body* is CIBSE

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is To be confirmed

Comment [A1]: Completed post tender

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

MB01 – Payment clause reads that payments are to be staged, in arrears, monthly (or less frequently by agreement).

MB02 – The contractor must proceed regularly and diligently throughout the project

MB03 – All materials supplied and workmanship should be fit for purpose

The Research Councils are Public Authorities within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

Consequently, even if a confidentiality agreement has been agreed, information in relation to this order / tender / contract and all correspondence received may be made available on demand in accordance with the Freedom of Information Act 2000 and /or the Environment Information Regulations 2004.

Suppliers / contractors should state if any of the information supplied by them is confidential of commercially sensitive or should not be disclosed in response to a request for information under the aforementioned Act / Regulations. Suppliers / contractors should state why they consider the information to be confidential of commercially sensitive.

This will not guarantee that the information will not be disclosed in response to requests for information but will be examined in the light of the exemptions provided in the Freedom of Information Act 2000 and / or the Environmental Information Regulations 2004 before a decision to disclose or not is made.

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

Entries in the first four columns in this Price List are made either by the *Employer* 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
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As per the pricing schedule detailed within [Appendix A.](#)

The total of the Prices

Comment [A2]: Completed post tender

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Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

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.

As per details contained within the Invitation to Quote and supporting documentation issued via the Emptoris system [xxx](#)

2 Drawings

List the drawings that apply to this contract.

Comment [A3]: Completed post tender

Drawing number	Revision	Title
N/A.		

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Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
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As per details contained within the Invitation to Quote and supporting documentation issued via the Emptoris system xxx

Comment [A4]: Completed post tender

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 Employer.

Comment [A5]: Completed post tender

As Per details Contained within the following documents issued via Emptoris xx

Appendix B - NOCS-COC-001_Code_of_safe_practice_for_Estates_Contractors_Southampton_V10_261015

ITQ Invitation to Quote

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Contract Data

Works Information

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).

Comment [A6]: Completed post tender

As Per details Contained within the following documents issued via Emptoris xx

Appendix B - NOCS-COC-001_Code_of_safe_practice_for_Estates_Contractors_Southampton_V10_261015

6 Services and other things provided by the Employer

Describe what the *Employer* 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
As Per details Contained within the following documents issued via Emptoris xx Appendix B - NOCS-COC-001_Code_of_safe_practice_for_Estates_Contractors_Southampton_V10_261015	

Comment [A7]: Completed post tender

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Contract Data

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 limitations on access and the position of adjacent structures.

As Per details Contained within the following documents issued via Emptoris [xx](#)
Appendix B - NOCS-COC-001_Code_of_safe_practice_for_Estates_Contractors_Southampton_V10_261015
ITQ Invitation to Quote

Comment [A8]: Completed post tender

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