

CONTRACT DATA

Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2. and secondary Options Y(UK) 2, X7, X16, X18 and Z, including amendments made by the Employer of the NEC3 Engineering and Construction Contract April 2013.

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- The *works* are

Making safe, decommissioning, disconnection, strip out, removal of the existing generator set and associated works and supply and installation of a new generator set and associated works, at the International Maritime Organization (IMO), 4 Albert Embankment, London

- The *Employer* is

Name The Department for Transport

Address 2/29 Great Minster House, 33 Horseferry Road, London SW1P 4DP.

The *Project Manager* is

Name Faithful+Gould.

Address Euston Tower, 286 Euston Road, London NW1 3AT

- The *Supervisor* is

Name Troup Bywaters + Anders

Address .183 Eversholt Street, London NW1 1BU

- The *Adjudicator* is

Name To be nominated by the Royal Institution of Chartered Surveyors

Address 12 Great George Street, Parliament Square, London SW1P 3AD

- The Works Information is in Appendix A of these tender documents

- The Site Information is in Appendix B of these tender documents

- The *boundaries of the site* are as set out on the Drawings and in the Specification

- The *language of this contract* is English

- The *law of the contract* is the law of England and Wales

- The *period for reply* is two weeks.

- The *Adjudicator nominating body* is the Royal Institution of Chartered Surveyors

- The *tribunal* is Arbitration

- The following matters will be included in the Risk Register
Refer to the Pre-Construction Information included within Appendix G of the Tender Document

3 Time

- The *starting date* is 04 September 2017
- ~~The *access dates* are~~

Part of the Site _____ Date _____

1. _____
2. _____
3. _____

- The *Contractor* submits revised programmes at intervals no longer than two weeks.

4 Testing and Defects

- The *defects date* is 52 weeks after Completion of the whole of the *works*.
- The *defect correction period* is four weeks except that
 - ~~The *defect correction period* for _____ is _____ weeks~~
 - ~~The *defect correction period* for _____ is _____ weeks~~

5 Payment

- The *currency of this contract* is the Pound Sterling (£)
- The *assessment interval* is four weeks at dates to be agreed between the Contractor and the Project Manager starting four weeks from the start date (not more than five).
- The *interest rate* is 2% per annum (not less than 2) above the base rate of the Bank of England.

6 Compensation events

- ~~The place where weather is to be recorded is _____~~
- ~~The *weather measurements* to be recorded for each calendar month are~~
 - ~~the cumulative rainfall (mm)~~
 - ~~the number of days with rainfall more than 5 mm~~
 - ~~the number of days with minimum air temperature less than 0 degrees Celsius~~
 - ~~the number of days with snow lying at _____ hours GMT~~
 - ~~and these measurements: _____~~
- ~~The *weather measurements* are supplied by _____~~
- ~~The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at _____ and which are available from _____~~

Where no recorded data are available

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are _____

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is £5,000,000.00 for loss or damage to property; £unlimited for bodily injury to death or a person (not and employee of the Contractor)
- The minimum limit of indemnity for insurance in respect of 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 for any one event is £unlimited

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is The Chartered institute of Arbitrators, as required
- The place where arbitration is to be held is to be determined by The Chartered Institute of Arbitrators
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is The Chartered Institute of Arbitrators

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is 13 October 2017

~~If the *Employer* is not willing to take over the *works* before the Completion Date~~

- ~~• The *Employer* is not willing to take over the *works* before the Completion Date.~~

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance within four weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1. Completion of the works	13 October 2017. . . .
2.
3.

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is made is 30 days from receipt of invoice

• If there are additional Employer's risks

- These are additional Employer's risks

1.
2.
3.

If the Employer is to provide Plant and Materials

- The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of

If the Employer is to provide any of the insurances stated in the Insurance Table

- The Employer provides these insurances from the Insurance Table

1. Insurance against
Cover/indemnity is
The deductibles are
2. Insurance against
Cover/indemnity is
The deductibles are
3. Insurance against
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

- The Employer provides these additional insurances

1. Insurance against
Cover/indemnity is
The deductibles are
2. Insurance against
Cover/indemnity is
The deductibles are
3. Insurance against
Cover/indemnity is
The deductibles are

- The Contractor provides these additional insurances

1. Insurance against Liability for loss of or damage to property
Cover/indemnity is £5,000,000.00
2. Insurance against
Cover/indemnity is
3. Insurance against
Cover/indemnity is

If Option X1 is used

- The proportions used to calculate the Price Adjustment Factor are
 - 0..... linked to the index for
 - 0.....
 - 0.....
 - 0.....
 - 0.....
 - 0.....
 - 0..... non-adjustable

1.00

- The ~~base date~~ for indices is
- The indices are those prepared by

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
.....
.....
.....

- The ~~exchange rates~~ are those published in on (date).

If Option X5 is used

- The ~~completion date~~ for each section of the works is

section	description	completion date
1
2
3
4

If Options X5 and X6 are used together

- The bonus for each ~~section~~ of the works is

section	description	amount per day
1
2
3
4
Remainder of the works	

If Options X5 and X7 are used together

- Delay damages for each ~~section~~ of the works are

section	description	amount per day
1
2
3
Remainder of the works	

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the works is per day.

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are £1538.00 per day.

If Option X12 is used

- The *Client* is

Name

- The *Client's* objective is

.....
.....
.....
.....
.....

- The Partnering Information is in

.....
.....
.....
.....

If Option X13 is used

- The amount of the performance bond is

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract Date.
- The instalments are

(either an amount or a percentage of the payment otherwise due)

- An advanced payment bond is/is not required.

If Option X16 is used

- The *retention free amount* is Nil
- The *retention percentage* is 5%

If Option X17 is used

- The amounts for low performance damages are
amount performance level
..... for
..... for
..... for
..... for

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to £5,000,000.00
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to £5,000,000.00
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to £5,000,000.00
- The *end of liability date* is 6 years after the Completion of the whole of the works.

If Option X20 is used (but not if Option X12 is also used)

- The ~~incentive schedule~~ for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the project bank

- The *Employer* is to pay any charges made and is paid any interest paid by the project bank.

If Option Y(UK)3 is used

- term person or organisation
.....
.....
.....
.....

If Options Y(UK)1 and Y(UK)3 are both used

- term person or organisation
The provisions of Option Y(UK)1 Named Suppliers

If Option Z is used

- The *additional conditions of contract* are

NEC3 Engineering and Construction Contract Z Clauses

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 unauthorised 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

Z3.1 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
Supplementary Conditions

Z4.1 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

All reference to 'CDM Regulations 2007' within the contract will be replaced with 'CDM Regulations 2015'.

The term 'Planning Supervisor' referenced in the contract will be replaced with the 'CDM Coordinator'

Z4.2 Timber and Wood Products

Please note that terms in square brackets will need to be defined according to the relevant contract in which the model contract condition is used.

Z4.2.1 Requirements for Timber

1. All Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by subcontractors) shall comply with [the Contract Specification].
2. In addition to the requirements of clause 1.1 above, all Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by subcontractors) shall originate from a forest source where management of the forest has full regard for:

Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

Safeguarding the basic labour rights and health and safety of forest workers.

Z4.2.2 Requirements for Proof of Timber Origin

1. If requested by [the Contracting Authority], and not already provided at the tender evaluation stage, [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of [the Contract Specification]. If requested by [the Contracting Authority] [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of the social criteria defined in section 1.2 above.

2. [The Contracting Authority] reserves the right at any time during the execution of [the Contract] and for a period of 6 years from final delivery under [the Contract] to require [the Contractor] to produce the evidence required for [the Contracting Authority's] inspection within 14 days of [the Contracting Authority's] written request.

3. [The Contractor] shall maintain records of all Timber and wood derived products delivered to and accepted by [the Contracting Authority]. Such information shall be made available to [the Contracting Authority] if requested, for a period of 6 years from final delivery under [the Contract].

Z.2.3 Independent Verification

[The Contracting Authority] reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-license or equivalent, and is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived product complies with [the Contract Specification]. [The Contracting Authority] reserves the right to decide whether the evidence submitted to it is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived products complies with the requirements of the social criteria defined in section

2.1.

In the event that [the Contracting Authority] is not satisfied, [the Contractor] shall commission and meet the costs of an "independent verification" and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria. 3.2 In [this Contract], "Independent Verification" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

Z4.2.4 [Contracting Authority's] Right to Reject Timber

[The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with [the Contract Specification]. [The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with the requirements of the social criteria defined in section 1.2 above. Where the [Contracting Authority] exercises its right to reject any Timber and wood-derived products, [the Contractor] shall supply alternative Timber and wood-derived products, which do so comply, at no additional cost to [the Contracting Authority] and without causing delay to [the Contract] completion period.

Z4.3 Tax and National Insurance Contributions (NICs)

Where the contract falls within the scope of the Construction Industry Scheme Regulations and the Contractor does not hold a valid Registration Card CIS4(P) or Temporary Registration Card CIS4(T), or a valid Tax Certificate (CIS5 or CIS6), invoices must separately identify materials costs, labour costs and travel and subsistence expenses. The Department will, where appropriate, deduct payment on account of Tax and NICs from the gross payment and issue the Contractor with the appropriate tax deduction statement.

Part two – Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
Name
Address
.....
- The direct fee percentage is %.
- The subcontracted fee percentage is %.
- The working areas are the Site and
- The key people are
(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
- The following matters will be included in the Risk Register
.....
.....
.....
.....

Optional statements

If the Contractor is to provide Works Information for his design

- The Works Information for the Contractor's design is in
.....
.....
.....
.....
.....
.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is.

If the *Contractor* is to decide the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is.

If ~~Option Y(UK)1~~ is used

- The ~~project bank~~ is
- ~~named suppliers~~ are

**Data for the Shorter
Schedule of Cost
Components**

-
- The *activity schedule* is
 - The tendered total of the Prices is.
 - The percentage for people overheads is %.
 - The published list of Equipment is the last edition of the list published by
 - The percentage for adjustment for Equipment in the published list is % (state plus or minus).
 - The rates for other Equipment are
Equipment size or capacity rate
.....
.....
.....
.....
 - The hourly rates for Defined Cost of design outside the Working Areas are
category of employee hourly rate
.....
.....
.....
.....
 - The percentage for design overheads is %.
 - The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are
.....
.....
.....
.....