

Short Contract

A contract between

Natural Environment Research Council ,
National Oceanography Centre, Southampton

and
.....
.....

for Fume Cupboard Replacement (phase 4)

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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 National Oceanography Centre, Southampton
Address Waterfront Campus, European Way, Southampton, SO14 3Zh
Telephone Fax
E-mail address

The *works* are Fume Cupboard Replacement (phase 4)

The *site* is National Oceanography Centre, Southampton

The *starting date* is 15th December 2017

The *completion date* is 09th March 2018

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are £450.00 per day.

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

The *retention* is 5 %.

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

The *Adjudicator* is

Name CIBSE.

Address CIBSE 222 Balham High Road London SW12 9BS

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 0.5 % 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 No insurance provided by the employer

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

The *Adjudicator nominating body* is CIBSE

The *tribunal* is Arbitration

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

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

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The supplier shall provide all assistance to enable the contracting authority 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 contracting authority.

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

Clause 2

Transparency

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

The entire contract and all the sourcing documents issued by the contracting authority 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 contracting authority, at the time when it considers disclosure, reasonably

- considers to be confidential to the supplier;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
 - (iii) in the reasonable opinion of the contracting authority 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 supplier consents to the contract or sourcing documents being redacted by the contracting authority 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 contracting authority seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination Para 2

The contracting authority, 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 supplier in each case by giving to the supplier reasonable written notice. During the period of notice CONTRACTING AUTHORITY may direct the supplier to perform all or any of the work under the contract. Where contracting authority has invoked either of these rights, the supplier 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 6

Timber Procurement Policy

CONTRACTING AUTHORITY has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the CONTRACTING AUTHORITY timber procurement policy. Do not insert the model clauses if they are not relevant.

Clause 7 (See Policy guidance on application)

Modern Slavery Act 2015

During the Term or any extension of this contract, contracting authority is committed to ensuring that its supply chain complies with the above Act. The supplier shall provide such assurances, on the anniversary of the commencement date or completion of the contract, if less than 12 months. The supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the contract evidencing the actions taken, relevant to the supplier 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

Contracting authority reserve to sole right to audit any and all reports submitted by the supplier to an extent as deemed necessary and the supplier shall unreservedly assist contracting authority in doing so. Any financial burden incurred by the supplier in doing so shall not be reimbursable.

Clause 8

Staff and Transfer of Employment

contracting authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, contracting authority any increases in the Contractor's cost of providing the supplies and services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages. Subject and always to open book access to supplier records and always after a period of due diligence carried out by contracting authority, relevant and proportionate to the value concerned.

Clause 9

Taxation obligations of the Supplier

The relationship between contracting authority and Supplier shall be that of "independent contractor" which means that Supplier is not a contracting authority employee, worker, agent or partner, and Supplier shall not give the impression that they are.

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

(1.) Supplier in respect of consideration 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 supplier 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.) contracting authority may, at any time during the term of this contract, request (SUPPLIER) to provide information which demonstrates how Supplier 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 supplier 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 may result in contracting authority terminating the contract.

Any obligation by supplier to comply with Clause (1) and (2) shall survive any, extension, completion or termination and supplier obligations to Indemnify the contracting authority shall survive any termination until such time as any obligations are complied with.

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

Clause 10

Cyber essentials questionnaire

The supplier agrees that during any term or extension at the sole discretion of contracting authority to complete the attached questionnaire as many times as is required within (14 days) from notice to do so and shall send this information as directed by contracting authority. Contracting authority is required to provide such assurances to comply with government legislation. Any financial burden associated with the completion and submission of this questionnaire incurred by the supplier shall not be reimbursable.



Copy of Statement
of Assurance Questio

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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All Prices as per the FM17177 AW5.2 Pricing Schedule.

The total of the Prices

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Contract Data

Works Information

1 Description of the works

As Per details within FM17177 Request for Proposal and Supporting Documentation

Brief Description of the Project

This project involves the replacement of the existing fume cupboards in the following Laboratories at the National Oceanography Centre, Southampton (refer Project Schedule in appendix B5 for further details).

- 784/12
- 784/18
- 676/20

The existing services to the Fume Cupboards will be reconfigured to supply the new units.

The existing scrubbers will be replaced with new units and as a minimum shall match the efficiency performance of the existing type.

Supply air handling plant AHU 1/783, AHU 1/675, will be refurbished to improve system performance.

The ventilation to the laboratories will be rebalanced with the aim to maintain the correct pressure hierarchy.

Additionally the works require:

- the provision of protective screening to protect retained finishes / benches in the laboratories;
- stripping out worn / defective vinyl sheet flooring;
- preparing and decorating previously decorated wall surfaces;
- preparing the substrate and laying new vinyl sheet flooring;
- cleaning of flooring and other surfaces, and removal of protection.
- other associated builders works in connection

Scope of Works

The Scope of Works for this Project includes the following:

1. Decommission, decontamination and strip out of existing fume cupboards and associated systems. See the proposed project tender documentation for the brief and scope for fume cupboards that have been used with low level of radiation.
2. Replace existing fume cupboards with new units and reconfigure the existing services to suit.
3. Modify controls/BMS to suit the new installation of fume cupboards.
4. Refurbish AHU 1/783, AHU 1/675 including:
 - Remove the existing centrifugal fans and motors
 - Provide new IE4 motors & plug fans, filters, and valve assemblies.
 - Modify the power and BMS controls to suit the new IE4 motors & plug fans.
 - Reinstate internal lighting and differential pressure gauges
 - Replace lthw frost and reheat coils.
 - Re-lag damaged lthw pipework sections.
 - Clean internal sections of ahus
 - Replace filters with new high efficient unit
 - Rebalance lthw frost and reheat coil flowrates
 - Modify BMS to suit new control valves and setpoint conditions of ventilation plant
5. Rebalance the laboratory ventilation systems.
6. Commission the supply ventilation plant to suit the new fume cupboard unit installation

7. Commission the fume cupboard extract fan to suit the new fume cupboard unit installation
8. Replace fume extract fans, inverters and motors as described within this specification.
9. Clean supply ductwork in line TR/19.

For full details of this requirement please ensure that you have read all supporting documentation detailed in [Appendix B](#) and [C](#).

2 Drawings

Drawing number	Revision	Title
As Per details within FM17177 Request for Proposal and Supporting Documentation <i>Appendix C1</i>		<i>Project locations plans</i>

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Contract Data

Works Information

3 Specifications

Title	Date or revision	Tick if publicly available
As Per details within FM17177 Request for Proposal and Supporting Documentation.		
Appendix A	Glossary of Terms	
Appendix B	Specification & Technical Information	
<i>Appendix B1</i>	<i>Building services specification</i>	
<i>Appendix B2</i>	<i>CDM pre-construction information pack</i>	
<i>Appendix B3</i>	<i>Preliminary site logistics plan</i>	
<i>Appendix B4</i>	<i>Preliminary strategic programme</i>	
<i>Appendix B5</i>	<i>Project schedule</i>	
<i>Appendix B6</i>	<i>Preliminaries information</i>	

4 Constraints on how the *Contractor* Provides the Works

As Per details within FM17177 Request for Proposal and Supporting Documentation.

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Contract Data

Works Information

5 Requirements for the programme

As Per details within FM17177 Request for Proposal and Supporting Documentation.

6 Services and other things provided by the *Employer*

Item

Date by which it
will be provided

As Per details within FM17177 Request for Proposal and Supporting Documentation.

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Contract Data

Site Information

As Per details within FM17177 Request for Proposal and Supporting Documentation.

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