# enec\*3 Engineering and Construction

# **Short Contract**

A contract between DEFRA Estates

and Mitie FM Ltd

for 30373 B8 Steam & Water

Contents	Page
Contract Forms	
Contract Data	2
The Contractor's Offer	4
The Employer's Acceptance	4
Price List	5
Works Information	6
Site Information	9
Conditions of Contract	CC1

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

The Employer is

Name THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS.

Address Noble House

17 Smith Square, Westminster, London, SW1P 3JR

The works are 30373 B8 Steam & Water

Contact for all matters: Jessica.selby@defra.gov.uk

The site is Weybridge, KT15 3NB

The starting date is 11 April 2022

The completion date is 30 July 2022

Dates to be reviewed following review and acceptance

of programme

The period for reply is

The defects date is ASAP up to 3 days.

SAP up to 3 days. weeks after Completion

The defect correction period is 52 weeks

weeks.

Yes

per day.

The delay damages are

The assessment day is the

1 week

of each month.

The retention is

%.

31 0

Nil

Does the United Kingdom Housing Grants, Construction and

Regeneration Act (1996) apply?

The Adjudicator is

Name The Royal Institution of Chartered Surveyors

The interest rate on late payment is 0.5% per complete week of delay.

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

#### Option X7: Delay damages

Delay damages for Completion of the whole of the works are Nil.

#### Option X15: Limitation of the Contractor's liability for his design to reasonable skill and care

**Applies** 

#### **Option X16: Retention**

The retention free amount is 0%. The retention percentage is 0%

#### **Option X18: Limitation of liability**

- X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to Nil
- X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property, loss of damage to the Works, Plan and Materials and Equipment or liability for bodily injury or death for a person (not an employee of the Contractor) is limited to £1,000,000
- X18.3 The Contractor's liability for Defects due to his/her design which are not listed on the Defects Certificate is limited to £1,000,000
- X18.4 The Contractor's {Subcontractors} total employer liability, other than excluded matters detailed in Schedule 16 Insurance, is limited to £10,000,000 in respect of each claim.
- X18.5 The end of liability date is 6 years after the Completion of the whole of the works.

#### Option Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 30 days from the date of valuation.

#### Option Z Option Z: Additional conditions of the Contract

The additional conditions of contract are described below. Each Option Z provision will apply as set out below.

#### Option Z1 Option Z1: Amending the Interpretation Provisions

#### Option Z1.1 Delete existing clause 12.1 and replace with:

"In this contract, except where the context shows otherwise

- words in the singular also mean in the plural and the other way round,
- words in the masculine also mean in the feminine and neuter and the other way round,

- references to a document include any revision made to it in accordance with this contract,
- references to a statute or statutory instrument include any amendment or reenactment of it from time to time and any subordinate legislation or code of practice made under it and
- references to a standard include any current relevant standard that replaces it."

#### Option Z2

#### **Option Z2: Confidentiality**

#### Option Z2.1

For the purpose of this contract, **Personal Data** is information collected by the Contractor on behalf of the *Employer* in relation to this contract, which relates to living individuals who can be identified:

- from that information
- from that information combined with other details in (or likely to come into) the possession of the *Employer*.

#### Option Z2.2

The *Contractor* keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person, including, without limitation, Others:

- the terms of this contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Works

except that the Contractor may disclose information

- · to its legal or other professional advisers,
- to its employees and Subcontractors as needed to enable the Contractor to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation
  or by order of any court or government agency, provided that (unless the
  Contractor is prohibited by law from doing so) prior to disclosure the
  Contractor consults the Project Manager and takes full account of the
  Employer's views about whether (and if so to what extent) the information
  should be disclosed.
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the Contractor or with the consent of the Project Manager.

#### Option Z2.3

use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.  Option Z3: Security  Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.  Site admittance  Option Z3.1  Option Z3.1  Option Z3.2  The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.		The Contractor does not (and ensures that its employees and Subcontractors do not)
Option Z3: Security Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.  Site admittance The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.		
Option Z3: Security  Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.  Site admittance  Option Z3.1  Option Z3.1  The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.		
Option Z3.1  Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.  Site admittance  The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.		
requirements stated in the Works Information.  Site admittance  The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.	Option Z3	Option Z3: Security
Passes Option Z3.1 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 Option Z3.2 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 Option Z3.3 Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs Option Z3.5 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection	0 // 70 /	Without limiting this clause Z3, the Contractor fully complies with all security
Site admittance The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection	Option 23.1	requirements stated in the Works Information.
The Contractor submits to the Project Manager details of people who are to be employed by it and its 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.  Option Z3.2  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  Option Z3.3  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4: Data Protection		
employed by it and its 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 <i>Project Manager</i> .  Option Z3.2  The <i>Project Manager</i> may instruct the <i>Contractor</i> 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  Option Z3.3  Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.  Photographs  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		Site admittance
a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Project Manager</i> .  The <i>Project Manager</i> may instruct the <i>Contractor</i> 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  Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.	Option Z3.1	The Contractor submits to the Project Manager details of people who are to be
information required by the <i>Project Manager</i> .  The <i>Project Manager</i> may instruct the <i>Contractor</i> 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  Option Z3.3 Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4 The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5 The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6 The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4: Data Protection		employed by it and its Subcontractors in connection with the works. The details include
Option Z3.2  The <i>Project Manager</i> may instruct the <i>Contractor</i> 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  Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		a list of names and addresses, the capacities in which they are employed, and other
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  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		information required by the Project Manager.
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  Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		
event if the measures are additional to those required by the Works Information.  Passes  Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.	Option Z3.2	The Project Manager may instruct the Contractor to take measures to prevent
Passes Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs  Option Z3.5  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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		unauthorised persons being admitted on to the Site. The instruction is a compensation
Option Z3.3 Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection		event if the measures are additional to those required by the Works Information.
Option Z3.3 Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection		
whilst they are on the parts of the Site stated in the Contract Data.  Option Z3.4  The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs 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.  Option Z3.6  The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		Passes
Option Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.  Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection	Option Z3.3	Employees of the Contractor and its Subcontractors are to carry an Employer's pass
the people for whom passes are required.  Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection		whilst they are on the parts of the Site stated in the Contract Data.
the people for whom passes are required.  Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4 Option Z4: Data Protection		
Photographs 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.  Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4: Data Protection	Option Z3.4	The Contractor submits to the Project Manager for acceptance a list of the names of
Option Z3.5  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		the people for whom passes are required.
Option Z3.5  The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i> .  Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		
Unless he has obtained the acceptance of the <i>Project Manager</i> .  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection		
Option Z3.6  The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.  Option Z4  Option Z4: Data Protection	Option Z3.5	
taking, publishing or otherwise circulating such photographs.  Option Z4: Data Protection		unless he has obtained the acceptance of the <i>Project Manager</i> .
taking, publishing or otherwise circulating such photographs.  Option Z4: Data Protection	Ontion 72 6	The Contractor takes the measures needed to prevent its Subcentractors' poorlo
Option Z4 Option Z4: Data Protection	Οριίοπ 23.6	·
		taking, pablishing of otherwise dirediating such photographs.
	Option Z4	Option Z4: Data Protection
Ontion 7/11 The Data Protection Acts are the Data Protection Act 2019, CDPR and any other		
The Data Protection Acts are the Data Protection Act 2016- GDFK and any other	Option Z4.1	The Data Protection Acts are the Data Protection Act 2018- GDPR and any other
laws or regulations relating to privacy or personal data.		laws or regulations relating to privacy or personal data.

### Option Z4.2 For the purposes of this contract and the Data Protection Acts the Employer is the Data Controller and the Contractor is the Data Processor. Option Z4.4 The Contractor processes the Personal Data in accordance with (and so as not to put the Employer in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract. Option Z4.5 The Contractor has in place and maintains until the defects date appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process Personal Data. The Contractor immediately notifies the Project Manager if it receives Option Z4.6 a request from any person whose Personal Data it holds to access his Personal Data or a complaint or request relating to the *Employer's* obligations under the Data Protection Acts. The Contractor assists and co-operates with the Project Manager in relation to any Option Z4.7 complaint or request received, including providing full details of the complaint or request, complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the Project Manager and promptly providing the Project Manager with any Personal Data and other information requested by him. The Contractor allows the Employer to conduct periodic audits of the Contractor's Option Z4.8 compliance with the Data Protection Acts. The Contractor complies with the instructions of the Project Manager to enable such audits to be carried out. Option Z4.9

The Contractor complies with the requirements of the Employer in relation to the storage, dispatch and disposal of the Personal Data in any form or medium. The Contractor immediately notifies the Project Manager on becoming aware of any Option Z4.10 breach of this clause or of the Data Protection Acts by the Contractor or any Subcontractor. The Contractor does not process the Personal Data outside the European Economic Option Z4.11 Area without the agreement of the Project Manager. Where the Project Manager agrees, the Contractor complies with the instructions of the Project Manager and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998. **Option Z5: Disclosure of Information** Option Z5 A Disclosure Request is a request for information relating to this contract received Option Z5.1 by the Employer pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise. The Contractor acknowledges that the Employer may receive Disclosure Requests Option Z5.2 and that the Employer may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses its best endeavours to respond to any such consultation promptly and within any deadline set by the Project Manager and acknowledges that it is for the Employer to determine whether or not such information should be disclosed. When requested to do so by the Project Manager, the Contractor promptly provides Option Z5.3 information in its possession relating to this contract and assists and co-operates with the Project Manager to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation. The Contractor promptly passes any Disclosure Request which it receives to the Option Z5.4 Project Manager. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Project Manager.

Option Z6	Option Z6: Copyright
Option Z6.1	<b>Material</b> means all materials prepared by or on behalf of the <i>Contractor</i> for the <i>works</i> and all updates, additions and revisions to them and any designs or inventions incorporated in them.
Option Z6.2	<b>Permitted Uses</b> means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information, modelling and repair of the <i>works</i> .
Option Z6.3	The <i>Contractor</i> grants to the <i>Employer</i> , with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of the Material for any purpose, including without limitation any of the Permitted Uses.
Option Z6.4	The <i>Employer's</i> licence carries the right to grant sub-licences and is transferable to third parties without the consent of the <i>Contractor</i> and survives termination (for any reason) of the <i>Contractor's</i> employment under this contract.
Option Z6.5	The <i>Contractor</i> is not liable for use of the Material for any purpose other than that for which it was prepared or provided.
Option Z7	Option Z7: Discrimination
Option Z7.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the " <b>Discrimination Acts</b> ").
Option Z7.2	Where possible in Providing the Works, the <i>Contractor</i> co-operates with and assists the <i>Employer</i> to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
Option Z7.3	Where an employee or Subcontractor employed by the <i>Contractor</i> is required to carry out any activity alongside the <i>Employer's</i> employees in any premises, the <i>Contractor</i>

ensures that each such employee or Subcontractor complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities.

#### Option Z7.4

The *Contractor* notifies the *Project Manager* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted.
- attends (and permits a representative from the Employer to attend) any associated meetings,
- · promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

#### Option Z7.5

The *Contractor* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor*.

#### Option Z7.6

The *Contractor* includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

#### Option Z8

#### **Option Z8: Quality Management and Audit**

#### Option Z8.1

The Contractor operates a quality management system for Providing the Works which

- complies with the relevant parts of ISO 9001:2008 and ISO 9001:2008/Cor 1:2009,
- incorporates an environmental management system consistent with ISO 14001:2004.
- includes processes for delivering continual improvement following the guidance in ISO 9004:2009,
- has third party certification from a UKAS approved accreditation body (or its equivalent) or is operating in preparation for accreditation within 12 months of the Contract Date
- · complies with good industry practice and

### Page 9

	otherwise fully complies, and is consistent with the requirements set out in the Works Information.
Option Z8.2	The Contractor provides to the Project Manager, within one week of the Contract Date, a quality policy statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Works Information and are sufficiently detailed to demonstrate how the Contractor will Provide the Works in accordance with this contract.
Option Z8.3	The Contractor keeps a controlled copy of the quality plan available for inspection by the Project Manager at all times.
Option Z8.4	The Contractor complies with an instruction from the Project Manager to  change the quality plan so that it complies with the requirements of this contract or
	<ul> <li>correct a failure of the Contractor to comply with the quality plan.</li> </ul>
Option Z8.5	The <i>Project Manager</i> and other persons authorised by him may carry out periodic audits of the <i>Contractor</i> 's quality management system as specified in the Works Information. The <i>Contractor</i> allows access to the Working Areas and other premises used by the <i>Contractor</i> to Provide the Works and provides all facilities and assistance necessary to enable such audits to be carried out.
Option Z9	Option Z9: Compliance with Legislation
Option Z9.1	The Contractor Provides the works:  • in a proper and workmanlike manner, and
	in compliance with
	<ul> <li>all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the works or performance of any obligations under this contract, and</li> </ul>
	<ul> <li>any regulation, bye-law, permission or approval of any local</li> </ul>

authority or statutory undertaker having jurisdiction in relation to

	the <i>works</i> or with whose systems the <i>works</i> are, or are to be, connected.
Option Z9.2	The project that comprises or includes the <i>works</i> is not notifiable for the purposes of the Construction (Design and Management) Regulations 2015 (the "CDM Regulations"). The <i>Contractor</i> is the principal contractor under the CDM Regulations in respect of the <i>works</i> and performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.
Option Z10	Option Z10: Fair Payment
Option Z10.1	The <i>Contractor</i> assesses the amount due to a Subcontractor without taking into account the amount certified by the <i>Project Manager</i> .
Option Z10.2	<ul> <li>a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,</li> <li>a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract and</li> <li>a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i>.</li> </ul>
Option Z10.3	The due date in this contract is the date on which the <i>Project Manager</i> certifies payment.
Option Z10.4	The <i>Contractor</i> notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The <i>Contractor</i> includes this provision in each subcontract, and requires Subcontractors to include the same provision in each subcontract.
Option Z11	Option Z11: Assignment

Option Z11.1	The Contractor does not assign its interest in or any rights arising under this contract
	without the consent of the Employer.
Option Z11.2	The Employer may assign, charge or transfer its interest in this contract or any rights
	arising under it at any time without the consent of the Contractor. The Employer
	notifies the Contractor of any such assignment, charge or transfer.
Option Z11.3	The Contractor does not (and ensures that its employees and Subcontractors do not)
	use any confidential or proprietary information provided to or acquired by it for any
	purpose other than to Provide the Works.
Option Z12	Option Z12: Contractor's Design Submission Procedure
Option Z12.1	Insert a new definition in clause 11.2:
	"Contractor's Design Documents are drawings, design details and specifications of
	work, Plant and Materials prepared by the Contractor for the works".
Option Z12.2	Delete clauses 21.2 and 21.3 and replace with the following:
	"21.2 The Contractor submits the Contractor's Documents to the Supervisor for
	acceptance at the times and in the manner and format stated in the Works Information.
	21.3 The Supervisor returns each Contractor's Document to the Contractor marked
	either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the Supervisor
	marks a Contractor's Document 'B' or 'C', he will state his reasons. A reason for not
	accepting a Contractor's Document is that it does not comply with:
	the Works Information,
	any previous Contractor's Document which:
	- the Supervisor has returned marked 'A', or
	- the Supervisor has returned marked 'B' and the Contractor has
	amended to incorporate the Supervisor's comments,
	the applicable law or
	any other provision of this contract.

21.4 If the Supervisor does not return a Contractor's Document within the period for

reply, it is treated as having been returned marked 'A'.

- 21.5 Where a *Contractor's* Document is returned marked 'A', the *Contractor* proceeds with the relevant work in accordance with the *Contractor's* Design Document.
- 21.6 Where a Contractor's Document is returned marked 'B', the Contractor
  - amends the Contractor's Document to incorporate the Supervisor's comments,
  - submits the Contractor's Document as so amended to the Supervisor and
  - proceeds with the relevant work in accordance the Contractor's Document as so amended.
- 21.7 Where a Contractor's Design Document is returned marked 'C', the Contractor
  - amends the Contractor's Document to incorporate the Supervisor's comments,
  - re-submits it to the Supervisor for acceptance and
  - does not proceed with the relevant work until the Supervisor has returned it marked 'A' or 'B' and, where it is marked 'B', it has complied with clause 21.6
- 21.8 If the *Contractor* disagrees with the comment of the *Supervisor* on a *Contractor's* Document marked 'B' or 'C', he notifies the *Supervisor* within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the Works Information. The *Supervisor* replies within one week of receipt of the *Contractor's* notice either confirming or withdrawing his comment. A confirmation or withdrawal by the *Supervisor* is not an acceptance of the *Contractor's* opinion.
- 21.9 If the *Contractor* does not notify the *Supervisor* within one week that he disagrees with a comment of the *Supervisor*, compliance with the comment does not give rise to a change in the Works Information."

Option Z14

**Option Z14: New Clause 60.1 (20)** 

60.1 (20) Provisional Sums referred to in the Activity Schedule will be dealt with as a Compensation Event.

# The Contractor's Offer

The Contractor is

Name Mitie (Facilities Management) Itd

Address The Shard, Level 12

32 London Bridge Street

Southwark London

SE19SG

The percentage for overheads and profit added to the Defined Cost for people will be as per pre-agreed framework rates (as per the ECC fees referenced in Schedule 31B of the Defra/Mitie Contract).

The percentage for overheads and profit added to other Defined Cost will be as per pre-agreed framework rates.

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:

Total Cost Excl. professional fees	£1,113,357.00
Gross Margin (%) 6% Margin	6.38% Mark up
Gross Margin (£)	£71,065.00
Professional Service Fees (incl applicable margins)	£92,965.00
Grand total Ext Vat	£1,277,388
Grand total incl Vat	£1,532,865

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').

# The Employer's Acceptance

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').

# **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.

All pricing as per submitted BCP B988376 via Bravo on 21/01/22

All pricing subject to 210942 Contractor enquiries 7 - 09.03.22

Updated Activity Schedule reflecting hotwell exclusion 210942 MJL SW Activity Schedule Nr 3

Total Cost Excl. professional fees	£1,113,357.00
Gross Margin (%) 6% Margin	6.38% Mark up
Gross Margin (£)	£71,065.00
Professional Service Fees (incl applicable margins)	£92,965.00
Grand total Ext Vat	£1,277,388
Grand total incl Vat	£1,532,865

# **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.

#### 2 Drawings

List the drawings that apply to this contract.

Item	Reference	Document Reference	Issue
5.1	Treated Make-up Water schematic Energy Centre B8	APHA-ARP-008-XX- WTR-SC-001	C1
5.2	Steam System P&ID As-built Discrepancies Energy Centre Building 8	APHA-ARP-008-XX- STM-SC-001	C1
5.3	Steam System P&ID Proposed Strip-out Energy Centre B8	APHA-ARP-008-XX- STM-SC-002	C1
5.4	Steam System P&ID Proposed Alterations Energy Centre B8	APHA-ARP-008-XX- STM-SC-003	C1
5.5	Existing Systems and Pipework Plan Ground floor Building B8	APHA-ARP-008-XX- WTR-GA-001	C1
5.6	Existing Systems and Pipework Plan First floor and Roof Gantry Building B8	APHA-ARP-008-XX- WTR-GA-002	C1
5.7	Proposed Systems and Pipework Plan Ground floor Building B8	APHA-ARP-008-XX- WTR-GA-003	C1
5.8	Proposed Systems and Pipework Plan First floor and Roof Gantry Building B8	APHA-ARP-008-XX- WTR-GA-004	C1

Drawing number	Revision	Title

#### 3 Specifications

As per information contained within invitation to tender <code>itt\_9225</code> - 30373 - B8 Steam & Water Upgrade Issued 16/09/2021

As per information contained within Tender\_Addenda\_01 and Tender Addenda\_02

The above documents have been superceded by the Contract Issued documentation attached:

01. S0008749C\_Document Transmittal\_Contract

Item	Reference	Document Reference	Issue
1.0	General and Specific Works Information	24132	C1
1.1	General Works Information - Design Manager's Notes	PRJ-2203-S0008749C_B8 Steam & Water Treatment upgrade_GWI_DM notes_v01	C1
2.0	Specific Works Information	PRJ-2109-S0008749C_B8 Steam & Water Treatment upgrade Final_1.0	C1
3.0	Pre-Construction Information & Risk Register		
3.1	Pre-Construction Information	C01 _ 24th February 2022	C1
3.2	CDM Risk Register	B8 Steam Upgrade (New Water Treatment Plant)	C1
4.0	Specifications		
4.1	B8 Steam & Water Treatment Project - Technical Introduction	APHA-ARP-XX-XX-MEP-001 C01 - 4 March 2022	C1
4.2	B8 Steam & Water Treatment Infrastructure Upgrade - Particular Specification	APHA-ARP-008-XX-STM- 902 C01 - 4 March 2022	C1
4.3	Defra APHA_Mechanical & Public Health Services Materials & Workmanship Clauses	APHA-ARP-XX-XX-MEP-003 C01 - 18 March 2022	C1
4.4	Defra APHA_Electrical Services Materials & Workmanship Clauses	APHA-ARP-XX-XX-MEP-004 C01 - 18 March 2022	C1
4.5	B8 Steam & Water Treatment Controls Specification	SPEC_BMS_127_Bdg 8 Steam & Water Treatment Control Spec C01 - 4 March 2022	C1
4.6	Not used		
4.7	Not used		
4.8	Defra APHA_BMS Materials & Workmanship Specification	BMS_SPEC_26 Issue 9 C01 - 18 March 2022	C1
4.9	Defra APHA_Building Services Pipework Specification	APHA-ARP-008-XX-XX-MEP- 002 C01 - 4 March 2022	C1

6.0	Appendices (from Arup)		
6.1	Appendix A_Safety, Health & Wellbeing Code of Practice	Defra SHEW_Version 2 - 25/06/2020	C1
6.2	Appendix E_Sample_Health & Safety File	B953 Water Storage Health & Safety File Draft 1 30th July 2020	C1
6.3	Appendix F - Residual Risk Register Guide	No reference	C1
6.4	Appendix G - Poster Reporting incidents	No reference	C1
6.5	Appendix H - Weybridge Site Health Safety & Welbeing Policy	SHW-P-001(a) (v3.0) May 2021	C1
7.0	Appendices (from Design Manager)		
7.1	BSRIA BG/6 2018 Design Responsibilities - marked-up	BSRIA BG/6 2018 Appendix A (part) - marked- up	C1
7.2	B8 Overview_2021_08_03_as presented	B8 Overview_2021_08_03_as presented	C1
7.3	B8_Temporary boiler provision_2021_09_06	B8 Temporary boiler proposal	C1
7.4	Weekly Report (Word template)	No reference	C1
7.5	Site Procedures (presentation by Andy Ricketts - H&S Advisor	No reference	C1
7.6	B8_Fire Plan	Unnumbered 'Risk Monitor; drawing - revision 05 'audit no. 104743'.	C1
7.7	B8_Electrical Load Monitoring	B8_Electrical Load Monitoring _ Fluke Energy 03/09/2020	C1
7.8	LV Schematic - Bacteriology	LV Schematic - Bacteriology SES drawing 4660 E 5102 May 2005	C1

# **Works Information**

Title Date or revision Tick if publicly available

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*.

Contract Data	
As per Mitie site rules	
	_

Works Information		
5 Requirements for the programme		
To be agreed between Defra and Mitie project manager.		
Start and end date schedule that plans accordingly.		
DEFRA can assist with this at weekly meetings		
Project Programme to be submitted in a suitable raw format. Not pdf.		
6 Services and other things provided by the <i>Employer</i>		
As per Mitie site arrangements with DEFRA		
ltom Dat	o by which it	
Item Dat will	e by which it be provided	

# Site Information

Give information about the <i>site</i> such as the ground conditions and any other information which is likely to affect the <i>Contractor</i> 's work such as limitations on access and the position of adjacent structures.		
As per Mitie site arrangements with DEFRA		