nec³ Engineering and Construction

Short Contract

A contract between	DEFRA Estates	
and	Interserve (Facilities Management) Itd	
for	B268 basement- Removal of redundant ETP plant	
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Notes about this contract are printed in boxes like this one. They are not part of the contract.

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Name	The <i>Employer</i> is THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD A	ND RURAL AFFAIRS.
Address The <i>work</i> s are	Noble House 17 Smith Square, Westminster, London , SW1P 3JR B268 basement- Removal of redundant ETP plant	
	Contact for all matters:	
The site is	Weybridge, KT15 3NB	
The starting date is	01 June 2020	
The completion date is	17 December 2020	
The period for reply is	ASAP up to 1 week and up to 2 weeks for re- submission of drawings.	
The defects date is	52 weeks	
The defect correction period is	1 week	weeks after Completion
The delay damages are	Tweek	weeks.
The assessment day is the	Nil	per day.
The retention is	21	of each month.
	0	%.
Does the United Kingdom Housi Regeneration Act (1996) apply?		Yes
	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 \pm 1,000,000

X18.4 The Contractor's {Subcontractors} total employer liability, other than excluded matters detailed in Schedule 16 - Insurance, is limited to \pm 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 <i>additional conditions of contract</i> 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 re-
	enactment 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 <i>Employer</i> 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 <i>Employer</i>.
	The <i>Contractor</i> keeps (and ensures that its employees and Subcontractors keep)
Option Z2.2	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 <i>Contractor</i> in the course of Providing the Works
	except that the <i>Contractor</i> may disclose information
	 to its legal or other professional advisers,
	 to its employees and Subcontractors as needed to enable the <i>Contractor</i> 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 72.2	
Option Z2.3	

	The Contractor does not (and ensures that its employees and Subsentractors do not)
	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 Z3	Option Z3: Security
	Without limiting this clasue Z3, the <i>Contractor</i> fully complies with all security
Option Z3.1	
	requirements stated in the Works Information.
	Site admittance
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
00101123.2	
	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.
	The Original for each write to the Distinct Mean mention eccenteries a list of the server of
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
00101120.0	
	taking, publishing or otherwise circulating such photographs.
Option 74	
Option Z4	Option Z4: Data Protection
Option 74.1	The Date Destantion Acts are the Date Destantian Act 2010, 2000
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.

Option Z4.2	 For the purposes of this contract and the Data Protection Acts the <i>Employer</i> is the Data Controller and the <i>Contractor</i> is the Data Processor.
Option Z4.4	The <i>Contractor</i> processes the Personal Data in accordance with (and so as not to put the <i>Employer</i> 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.
Option Z4.6	 The <i>Contractor</i> immediately notifies the <i>Project Manager</i> if it receives a request from any person whose Personal Data it holds to access his Personal Data or a complaint or request relating to the <i>Employer's</i> obligations under the Data Protection Acts.
Option Z4.7	 The <i>Contractor</i> assists and co-operates with the <i>Project Manager</i> in relation to any 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 <i>Project Manager</i> and promptly providing the <i>Project Manager</i> with any Personal Data and other information requested by him.
Option Z4.8	The <i>Contractor</i> allows the <i>Employer</i> to conduct periodic audits of the <i>Contractor's</i> compliance with the Data Protection Acts. The <i>Contractor</i> complies with the instructions of the <i>Project Manager</i> to enable such audits to be carried out.
Option Z4.9	
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	The <i>Contractor</i> complies with the requirements of the <i>Employer</i> in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.
Option Z4.10	The <i>Contractor</i> immediately notifies the <i>Project Manager</i> on becoming aware of any breach of this clause or of the Data Protection Acts by the <i>Contractor</i> or any Subcontractor.
Option Z4.11	The <i>Contractor</i> does not process the Personal Data outside the European Economic Area without the agreement of the <i>Project Manager</i> . Where the <i>Project Manager</i> agrees, the <i>Contractor</i> complies with the instructions of the <i>Project Manager</i> 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	Option Z5: Disclosure of Information
Option Z5.1	A Disclosure Request is a request for information relating to this contract received by the <i>Employer</i> pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
Option Z5.2	The <i>Contractor</i> acknowledges that the <i>Employer</i> may receive Disclosure Requests and that the <i>Employer</i> 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 <i>Employer</i> consults with the <i>Contractor</i> before doing so in accordance with the relevant Code of Practice. The <i>Contractor</i> uses its best endeavours to respond to any such consultation promptly and within any deadline set by the <i>Project Manager</i> and acknowledges that it is for the <i>Employer</i> to determine whether or not such information should be disclosed.
Option Z5.3	When requested to do so by the <i>Project Manager</i> , the <i>Contractor</i> promptly provides information in its possession relating to this contract and assists and co-operates with the <i>Project Manager</i> to enable the <i>Employer</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation.
Option Z5.4	The <i>Contractor</i> promptly passes any Disclosure Request which it receives to the <i>Project Manager</i> . The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed to do so by the <i>Project Manager</i> .

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Option Z6	Option Z6: Copyright
Option Z6.1	Material 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	Permitted Uses 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 " Discrimination Acts ").
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 <i>Employer's</i> employment policies and codes of practice relating to discrimination and equal opportunities.
Option Z7.4	The <i>Contractor</i> notifies the <i>Project Manager</i> in writing as soon as he becomes aware of any investigation or proceedings brought against the <i>Contractor</i> 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 <i>Employer</i> 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 <i>Contractor</i> indemnifies the <i>Employer</i> against all costs, charges, expenses (including legal and administrative expenses) and payments made by the <i>Employer</i> arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the <i>Contractor</i> .
Option Z7.6	The <i>Contractor</i> 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 <i>Contractor</i> 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

	• otherwise fully complies, and is consistent with the requirements set out in the Works Information.
Option Z8.2	The <i>Contractor</i> provides to the <i>Project Manager</i> , 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 <i>Contractor</i> will Provide the Works in accordance with this contract.
Option Z8.3	The <i>Contractor</i> keeps a controlled copy of the quality plan available for inspection by the <i>Project Manager</i> at all times.
Option Z8.4	 The <i>Contractor</i> complies with an instruction from the <i>Project Manager</i> to change the quality plan so that it complies with the requirements of this contract or correct a failure of the <i>Contractor</i> to comply with the quality plan.
Option Z8.5	The <i>Project Manager</i> and other persons authorised by him may carry out periodic audits of the <i>Contractor's</i> 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
	 all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the <i>works</i> or performance of any obligations under this contract, and
	 any regulation, bye-law, permission or approval of any local 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 Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Project Manager.
Option Z10.2	 The Contractor includes in the contract with each Subcontractor 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, 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 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>.
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 subsubcontract.
Option Z11	Option Z11: Assignment

Option Z11.1	The <i>Contractor</i> does not assign its interest in or any rights arising under this contract without the consent of the <i>Employer</i> .
Option Z11.2	The <i>Employer</i> may assign, charge or transfer its interest in this contract or any rights arising under it at any time without the consent of the <i>Contractor</i> . The <i>Employer</i> notifies the <i>Contractor</i> of any such assignment, charge or transfer.
Option Z11.3	The <i>Contractor</i> 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: " <i>Contractor's</i> Design Documents are drawings, design details and specifications of work, Plant and Materials prepared by the <i>Contractor</i> for the <i>works</i> ".
Option Z12.2	Delete clauses 21.2 and 21.3 and replace with the following: "21.2 The <i>Contractor</i> submits the <i>Contractor's</i> Documents to the <i>Supervisor</i> 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'.

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	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 <i>Contractor's</i> Document to incorporate the <i>Supervisor's</i>					
	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 <i>Contractor</i> disagrees with the comment of the <i>Supervisor</i> on a <i>Contractor's</i> Document marked 'B' or 'C', he notifies the <i>Supervisor</i> 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 referered to in the Activity Schedule will be dealt with as					
	a Compensation Event.					

The Contractor's Offer							
Name	The Contractor is Interserve (Facilit	ies Management)	ltd				
Address	Capital Tower, W	ital Tower, Waterloo Road, London					
The percentage for overheads and profit added to the Defined Cost for people is 8.70% (as per the ECC fees referenced in Schedule 31B of the Defra/Interserve Contract).							
The percentage for overheads and pro	ofit added to other	Defined Cost is 9.	53%				
The Contractor offers to Provide the V determined in accordance with the co	nditions of contra		ons of contra	act for an amour	nt to be		
Major Project Works	,	Cost	Margin	Professional Fees	Total Price		
Running Total		£163,351.60	£15,565.82	£18,212.11	£197,129.53		
Purchase Order Value This sheet sets out the value of the Purchase Or be in accordance with the NEC3 Applicable Term Total Cost (excluding Professional Fees) Gross Margin (%)			CP.	f163,352 9.53% Mark-			
Gross Margin (£)				£15,566			
Professional Service Fees (including applicable ma	rgin)			£18,212			
Grand Total (Excluding VAT)				£197,130			
Grand Total (including VAT)				£236,555			
Execution of this Contract is c 99/93(Communication Framew Communications Act 2000. T and the Contractor have con system ('Bravo').	work for Electro his Contract is	nic Signatures) a formed on the	and the UH date on w	K Electronic hich both the	•		

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.

Contractors Cost plan as per Priced Activity Schedule BCP B846328 **ITEM**

COST

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.

- 1. Removal and disposal of redundant ETP plant from B268 basement.
- 2. Design, manufacture and installation, testing and commissioning of new electrical control panel (MCC)
- 3. Provision of new small power and lighting

Scope of works is based on findings detailed in survey report titled 'B268 Basement ETP Survey Report', dated 12/12/19 and associated drawings and is detailed in the contractors quotation document 'B268 Basement- Removal of redundant equipment and new control panel rev.1' dated 11/02/20

2 Drawings

List the drawings that apply to this contract.

Drawing number

Revision

Title

All drawings as per information contained within

- 051-M-500-LAY-001- Rev. P1- Low Level Services Scope of Strip out and Modifications
- 051-M-500-LAY-002- Rev. P1- Mid level Services Scope of Strip out and Modifications
- 051-M-500-LAY-003- Rev. P1- High level Services Scope of Strip out and Modifications

3 Specifications

List the specifications which apply to this contract.

All works as per information contained within BCP B846328

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*.

As per IFM / Defra Framework agreement site rules.



Works Information

5 Requirements for the programme

To be agreed between both parties at contract award

6 Services and other things provided by the *Employer*

As per IFM site arrangements with DEFRA

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 IFM site arrangements with DEFRA