

Engineering and Construction Short Contract

Contract Data Forms

Short Contract

A contract between

UK Research and Innovation

and

To Be Confirmed

for

Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units

Contract Forms

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *works* are

The *site* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *defect correction period* is weeks

The *assessment day* is the of each month

The *retention* is %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply.

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

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

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Contractor shall provide all assistance to enable the Client 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 Client.

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

Contract Data

The *Client's* Contract Data

Clause 2

Transparency

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

The entire Contract and all the sourcing documents issued by the Client 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 Client, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015 as amended; or
- (iii) in the reasonable opinion of the Client 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 Contractor consents to the Contract or sourcing documents being redacted by the Client 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 Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

The Client, 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 Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice Client may direct the Contractor to perform all or any of the work under the Contract. Where Client has invoked either of these rights, the Contractor 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 4

Payment to other parties

The Contractor shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Contractor to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i), (ii) and (iii) of this Clause 4, subject to suitable amendment to reflect the identities of the relevant parties.

Contract Data

The *Client's* Contract Data

Clause 5

Sub-contractors

The Client may (without cost to or liability of the Client) require the Contractor to replace any subcontractor where in the reasonable opinion of the Client any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the subcontractor.

Clause 6

Taxation obligations of the Contractor

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

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

(1) Contractor in respect of consideration received under this Contract, Contractor 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 Contractor 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) Client may, at any time during the term, completion extension or post termination of this Contract, request Contractor to provide information which demonstrates how Contractor 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 Contractor 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, during any term or extension, may result in Client terminating the Contract.

Any obligation by Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and Contractor obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

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

Contract Data

The *Client's* Contract Data

Clause 7

Assignment and Subcontracting

The Client may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client.

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic
communications

The fee percentage is %

The people rates are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus
or minus)

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Bidders are required to complete FM19120 Price Schedule and submit under AW5.2 in the Price Questionnaire which was issued via CCS eSourcing Portal on 19/08/2019.

The total of the Prices

The method and rules used to compile the Price List are

Scope

1 Description of the works

The Works shall comprise the following:

Removal of Photon PV Cells from Workshop, Stores and A10 Building
Removal of Solar Thermal Panel from Workshop roof, servicing & repair
Liquid applied roof coating, roof light coating & gutter lining to A10 Building
Removal of existing handrail and installation of reduced length of handrail to Workshops & Stores
Removal and reinstatement of antenna to Workshops & stores
Over roofing of Workshop & Stores
Liquid gutter lining to Workshop & Stores
Reinstallation of PV Cells to Workshop & Stores (new layout)
Reinstallation of PV Cells to A10 Building (existing layout)
Reinstallation of Solar Thermal Panel to Workshop roof
Rodding of down pipes & gutter clean / clearance to all buildings
Cute edge corrosion repair to buildings listed below
Liquid applied roof coating & gutter lining to buildings listed below
A1 Building – Lab & Cold Stores
A3 Building – Specimen Store
A4 Building – Lean to Storage
A5 Building – Chemical & Plant Store
A6 Building – Workshop
A9 Building – Electric & Gas Utility Services

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

2 Drawings

Please refer to Schedule of Works Appendix C – Kendall Kingscott Drawings. Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

3 Specifications

Please refer to Kendal Kingscott Limited Schedule of Works – V10.

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

Scope

4 Constraints on how the Contractor Provides the Works

The Contractor is to comply with NOCS Code of Conduct at all times whilst on site.
The Contractor and all operatives must sign in and out with NOCS Security on a daily basis.
Works are to be carried out during normal working hours between 8am – 6pm, Monday – Friday
Works can be carried out by exception outside of these hours, subject to the agreement of NOCS Estates.

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

5 Requirements for the programme

The Contractor shall provide a programme chart based on the Rekan Strategic Works Programme (see Appendix B of the Schedule of Works) detailing all the activities required to complete the works including mobilisation period, all construction activities, and testing/commissioning.

The programme must show the critical path and include a fully detailed resource and schedule and assessment dates.

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

6 Services and other things provided by the *Client*

Electricity – The Contractor may utilise existing electricity supplies from commencement.
Water – The contractor may utilise existing water supplies from commencement.

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.

Site Information

Please refer to the Site Information.

The works are taking place in an occupied site which forms part of the National Oceanography Centre, Southampton.

Research activities will continue in adjacent areas for the duration of the contract.
Parking and off-loading are limited.

The site is situated on an exposed coastal dockside location within the designated 'Dock Gate 4' area of Southampton adjacent to the ferry ports and was originally constructed in 1995. The property is currently occupied in a joint venture by the University of Southampton and UKRI NERC.

An asbestos register is available to be viewed at the NOCS Facilities Management Offices.

Full information can be found in Section 4 Specification and any additional appendices of FM19120 Tranche 01: Outbuilding and Workshop Roofing to Commercial Research Units which was issued via the CCS eSourcing Portal on 19/08/2019.