



**UK Research  
and Innovation**

## **Engineering & Construction Short Contract**

**for**

**LMB Tower Air Handling Unit Building Management  
System Controller Replacement Works**

**Contract Reference Number: UKRI-3412**

# Short Contract

**A contract between**

United Kingdom Research and Innovation, a statutory corporation  
whose registered office is at Polaris House, North Star Avenue,  
Swindon, England, SN2 1FL

**and**

System 5  
9 Fanton Hall  
Doublegate Lane  
Wickford  
Essex  
SS12 9JF

**for**

LMB Tower Air Handling Unit Building Management  
System Controller Replacement Works

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	UK Research and Innovation	
Address for communications	Polaris House North Star Avenue Swindon SN2 1FL	
Address for electronic communications	MRCprocurement@ukri.org	
The <i>works</i> are	To carry out replacement works for LMB Tower Air Handling Unit Building Management System	
The <i>site</i> is	MRC Laboratory of Molecular Biology, Cambridge	
The <i>starting date</i> is		
The <i>completion date</i> is	By 22 March 2024	
The <i>delay damages</i> are		per day
The <i>period for reply</i> is	2 weeks	weeks
The <i>defects date</i> is	26 weeks	weeks after Completion
The <i>defect correction period</i> is	2 weeks	weeks
The <i>assessment day</i> is the	Last working day of the month	of each month
The <i>retention</i> is	5	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** not apply)

The *Adjudicator* is

Name	Royal Institute of Chartered Surveyors	
Address for communications	12 Great George Street, London, SW10 3AD	
Address for electronic communications	Contractrics@rics.org	

# 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 (with amendments January 2023) and the following additional conditions

# Contract Data

## The *Client's* Contract Data

### Clause 1 - Additional defined terms

1 (1) Client Confidential Information is all Personal Data and any information; however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Client, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential

1 (2) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the Contractor by or on behalf of the Client,
- which the Contractor is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the Client is the Data Controller to the extent that such Personal Data is held or processed by the Contractor.

1 (3) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Contractor, the charges for the works, its IPR or its business or which the Contractor has indicated to the Client that, if disclosed by the Client, would cause the Contractor significant commercial disadvantage or material financial loss.

1 (4) Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.

1 (5) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.

1 (6) Contractor's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

1 (7) Crown Body is any department, office or agency of the Crown.

1 (8) Data Controller has the meaning given to it in the Data Protection Act 2018.

1 (9) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

1 (10) Environmental Information Regulations is the Environmental Information Regulations 2004 or, if applicable, the Environmental Information Regulations (Scotland)(2004) and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

1 (11) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

1 (12) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

# Contract Data

## The *Client's* Contract Data

1 (13) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

1 (14) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

1 (15) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 and Section 4 of the European Union (Withdrawal Act 2018), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply under the law of the contract.

1 (16) An Occasion of Tax Non-Compliance is

- where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime and

where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

1 (17) Personal Data has the meaning given to it in the Data Protection Act 2018.

1 (18) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the Client or other Contracting Body or any other public body a financial or other advantage to
- induce that person to perform improperly a relevant function or activity or
- reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
- under legislation or common law concerning fraudulent acts or
- defrauding, attempting to defraud or conspiring to defraud the Client or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

1 (19) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

1 (20) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

1 (21) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

1 (22) Security Policy means the Client's security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time

## Contract Data

### The *Client's* Contract Data

#### **Clause 2 - Admittance to site**

2.1 The Contractor submits to the Service Manager details of people who are to be employed by it and its Subcontractors in Providing the Services. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the Service Manager.

2.2 The Service Manager may instruct the Contractor to take measures to prevent unauthorized persons being admitted to the Affected Property.

2.3 Employees of the Contractor and its Subcontractors are to carry a Client's pass and comply with all conduct requirements from the Client whilst they are on the parts of the Affected Property identified in the Scope.

2.4 The Contractor submits to the Service Manager for acceptance a list of the names of the people for whom passes are required. On acceptance, the Service Manager issues the passes to the Contractor. Each pass is returned to the Service Manager when the person no longer requires access to that part of the Affected Property or after the Service Manager has given notice that the person is not to be admitted to the Affected Property.

2.5 The Contractor does not take photographs of the Affected Property or of work carried out in connection with the works unless it has obtained the acceptance of the Service Manager.

2.6 The Contractor takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

#### **Clause 3 - Prevention of fraud and bribery**

3.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

# Contract Data

## The *Client's* Contract Data

3.2 During the carrying out of the works the Contractor does not

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the Client or any of the Client's

employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

3.3 In Providing the Services the Contractor

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the Client on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Contractor's people or any person acting on the Contractor's behalf from committing a Prohibited Act.

3.4 The Contractor immediately notifies the Client in writing if it becomes aware of any breach of clause 3.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

3.5 If the Contractor makes a notification to the Client pursuant to clause 3.4, the Contractor responds promptly to the Client's enquiries, co-operates with any investigation, and allows the Client to audit any books, records and/or any other relevant documentation in accordance with this contract.

3.6 If the Contractor breaches Clause 3.3, the Client may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor's breach.

### **Clause 4 - Freedom of information**

4.1 The Contractor acknowledges that unless the Service Manager has notified the Contractor that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The Contractor cooperates with and assists the Client so as to enable the Client to comply with its information disclosure obligations.



# Contract Data

## The *Client's* Contract Data

### 4.2 The Contractor

- transfers to the Service Manager all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the Service Manager with a copy of all information in its possession, or power in the form that the Service Manager requires within five working days (or such other period as the Service Manager may specify) of the Service Manager's request,
- provides all necessary assistance as reasonably requested by the Service Manager to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

4.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

4.4 The Contractor does not respond directly to a Request for Information unless authorised to do so by the Service Manager.

4.5 The Contractor acknowledges that the Client may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.

4.6 The Contractor ensures that all information is retained for disclosure throughout the period for retention and permits the Service Manager to inspect such records as and when reasonably requested from time to time.

### **Clause 5 - Confidentiality and Information Sharing**

5.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

5.2 The clause above shall not apply to the extent that

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

# Contract Data

## The *Client's* Contract Data

5.3 The Contractor may only disclose the Client's Confidential Information to the people who are directly involved in Providing the Services and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.

The Contractor shall not, and shall procure that the Contractor's people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

5.4 The Contractor may only disclose the Client Confidential Information to Contractor's people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor's people causes or contributes (or could cause or contribute) to the Contractor breaching its obligations as to confidentiality under or in connection with this contract, the Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Contractor's people, the Contractor shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Contractor's people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor's people in connection with obligations as to confidentiality.

5.5 At the written request of the Client, the Contractor shall procure that those members of the Contractor's people identified in the Client's request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

5.6 Nothing in this contract shall prevent the Client from disclosing the Contractor's Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the Client's accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this clause 5.6

5.7 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the Client's obligations of confidentiality.

5.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

# Contract Data

## The *Client's* Contract Data

5.9 The Client may disclose the Confidential Information of the Contractor

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions,

### **Clause 6 - Tax Compliance**

6.1 The Contractor represents and warrants that at the Contract Date, it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

6.2 If, at any point prior to the defects date, an Occasion of Tax Non-Compliance occurs, the Contractor shall

- notify the Client in writing of such fact within 5 days of its occurrence and
- promptly provide to the Client
- details of the steps which the Contractor is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
- such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require.

### **Clause 7 - Fair payment**

7.1 The Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Service Manager.

7.2 The Contractor includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment 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 (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment 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 Contractor.

# Contract Data

## The *Client's* Contract Data

### **Clause 8 - Intellectual Property Rights**

In this clause 8 only:

"Document" means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the Contractor in relation to this contract.

8.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the Contractor in relation to this contract and the work executed from them remains the property of the Contractor. The Contractor hereby grants to the Client an irrevocable, royalty free, non-exclusive license to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the works. Such license entitles the Client to grant sub-licenses to third parties in the same terms as this license provided always that the Contractor shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the Contractor.

8.2 The Client may assign novate or otherwise transfer its rights and obligations under the license granted pursuant to 8.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Client.

8.3 In the event that the Contractor does not own the copyright, or any Intellectual Property Rights in any Document the Contractor uses all reasonable endeavors to procure the right to grant such rights to the Client to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Contractor is unable to procure the right to grant to the Client in accordance with the foregoing the Contractor procures that the third party grants a direct license to the Client on industry acceptable terms.

8.4 The Contractor waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the Client or any licensee or assignee of the Client.

8.5 In the event that any act unauthorised by the Client infringes a moral right of the Contractor in relation to the Documents the Contractor undertakes, if the Client so requests and at the Client's expense, to institute proceedings for infringement of the moral rights.

8.6 The Contractor warrants to the Client that it has not granted and shall not (unless authorized by the Client) grant any rights to any third party to use or otherwise exploit the Documents.

8.7 The Contractor supplies copies of the Documents to the Service Manager and to the Client's other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.

8.8 After the termination or conclusion of the Contractor's employment hereunder, the Contractor supplies the Service Manager with copies and/or computer discs of such of the Documents as the Service Manager may from time to time request and the Client pays the Contractor's reasonable costs for producing such copies or discs.

# Contract Data

## The *Client's* Contract Data

8.9 In carrying out the works the Contractor does not infringe any Intellectual Property Rights of any third party. The Contractor indemnifies the Client against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

# 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

£90,448.08 excluding VAT

Signed on behalf of the *Contractor*

Name **FOIA Section 40 Personal Information**  
Position  
Signature  
Date

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

Signed on behalf of the *Client*

Name **FOIA Section 40 Personal Information**  
Position  
Signature  
Date

# Price List

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
<b>LABOUR COSTS</b>					
1	Installation of Controller (Per Point)	FOIA Section 43 Commercial			
2	Update of Drawings	FOIA Section 43 Commercial			
3	Software	FOIA Section 43 Commercial			
4	Graphics	FOIA Section 43 Commercial			
5	Commissioning	FOIA Section 43 Commercial			
<b>MATERIAL COSTS</b>					
1	PSU	FOIA Section 43 Commercial			
2	Controller	FOIA Section 43 Commercial			
3	8 DO Module	FOIA Section 43 Commercial			
4	8UI 6UO Module	FOIA Section 43 Commercial			
5	8UI Module	FOIA Section 43 Commercial			
6	16DI Module	FOIA Section 43 Commercial			

The total of the Prices

£90,448.08 excluding VAT

The method and rules used to compile the Price List are

- Prices as per quotation reference **FOIA Section 43 Commercial**.
- Access equipment is to be provided by others and shall be safe and suitable for the purpose intended. The positioning, erection and dismantling of all access equipment shall be the responsibility of others.
- Our works will be undertaken during System Five's normal daily working hours (Monday-Friday excluding Bank holidays). Out-of-hours working will be subject to System Five's prevailing rates at the time of quotation.
- Mechanical works, controls and power wiring and control panel modifications are excluded unless specifically detailed in this quotation.
- The total Contract Price shall not exceed **£90,448.08** excluding VAT



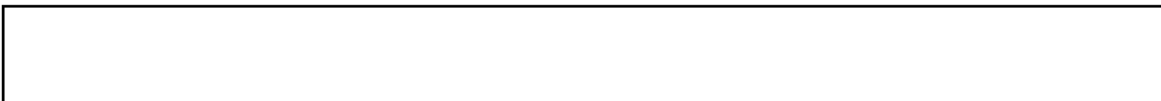

# Scope

## 1 Description of the works

FOIA Section 43 Commercial



## 2 Drawings



## 3 Specifications

ITEM DESCRIPTION:	QUANTITY:
Installation of Controller (Per Point)	FOIA Section 43 Commercial
Update of Drawings Software	
Software	
Graphics	
Commissioning	
PSU	
Controller	
8 DO Module	
8UI 6UO Module	
8UII Module	
16DI Module	

#### 4 Constraints on how the Contractor Provides the Works

- Time is of the essence in delivery of this Contract.
- All work must be completed by 22 March 2024.
- The Contractor must produce a full Method Statement and Programme of Works by no later than **1<sup>st</sup> November 2023** for approval by the Client.
- The method statement and programme must set out how disruption to the operation of the LMB will be minimized through the approach including through maintaining alarm functionality and control of key plant and systems
- Any deviation from the agreed Programme must be agreed in writing by the Client a week in advance of commencement of the works.
- The Client reserves the right to terminate the contract, or any part thereof, if the agreed Programme cannot be met.
- All works are subject to inspection and acceptance by the Client.

# Scope

## 5 Requirements for the programme

Supplier must produce a Programme of works by no later than 1<sup>st</sup> November 2023 for approval by the Client. The Programme must include all key tasks and dates for completion.

Any deviation from the agreed Programme must be agreed in writing by the Client a week in advance of commencement of the works.

## 6 Services and other things provided by the *Client*

None

6 Services and other things provided by the <i>Client</i>	

# Site Information

Any works must be undertaken in such a way as to minimize the impact on research and science activities. Access to the site will be 8am-4pm Monday to Friday. Work outside these hours will need to be approved by the Client in advance.