

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

The Data which will apply to all work under the Framework Contract is

The *conditions of contract* are the clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*.

The *Client* is

Name

Westcountry Rivers Trust

Address for communications

Rain-Charm House
Kyl Cober Parc
Stoke Climsland
Cornwall
PL17 8PH

Address for electronic communications

W4Gfishpassage@wrt.ort.uk

The *Client's Representative* is

Name

David Chapman

Address for communications

As above

Address for electronic communications

As above

The Framework Information is in

Project Information document

The *framework scope* is in

Project Information document

The *selection procedure* is in

ITT 13 – Evaluation Criteria

The *quotation procedure* is in

Project Information document

The *end date* is

31 December 2019

The period for reply to a *Supplier's* quotation is

15 days

If *additional conditions of contract* are required

The *additional conditions of contract* are

Time Charge and Work Orders will be let using the NEC3 Professional Service Short Contract.

Short Contract

Contract No.

A contract between Westcountry Rivers Trust

and

for

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Contract Data

The *Client* is

Name Westcountry Rivers Trust

Address Rain-Charms House, Kyl Cober Parc, Stoke Climsland, Callington PL17 8PH

Telephone 01579 372140

E-mail address david@wrt.org.uk

The *services* are

The *starting date* is

The *completion date* is

The *delay damages* for late Completion are £100 per day.

The *law of the contract* is The law of England and Wales

The *period for reply* is One week.

The *defects date* is Four weeks after Completion.

The *assessment day* is the Last Thursday of each month.

If the period for payment is not four weeks Within 30 days

The interest rate on late payment is 0.15 % per complete week of delay.

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£2,000,000 in respect of each claim, without limit to the number of claims	6 years
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5,000,000 in respect of each claim, without limit to the number of claims	3 years
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£5,000,000 in respect of each claim, without limit to the number of claims	3 years

The *Client* provides the following insurance cover

None.

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £2,000,000

The *Consultant's* total liability to the *Client* for other matters is limited to Five times the value of the contract awarded

The *tribunal* is Adjudication – Construction Industry Council (CIC)

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

The Contracts (Rights of Third Parties) Act 1999 **Z1**
Z1.1 For the purposes of the Contracts (Right of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.

Subcontracting **Z2**
Z2.1 The *consultant* submits the name of each proposed Subcontractor to the *Client* for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the *Consultant* to provide the *services*. The *Consultant* does not appoint a proposed Subcontractor until the *Client* has accepted him.

The Data which will apply to all Work Orders is

Work Orders will be let using the NEC3 Professional Service Short Contract. Refer to details above.

PART TWO – DATA PROVIDED BY THE SUPPLIER

The Data which will apply to all work under the Framework Contract is

The *Supplier* is

Name

Address for communications

Address for electronic communications

The *quotation information* is in

The Consultant's Offer

The Consultant is

Name

Address

.....

Telephone

E-mail address

The Consultant offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*.

The name, job, qualifications and experience of Consultant's key people are in

The staff rates are

person or job	unit of measurement	rate
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The offered total of the Prices is

'Not Applicable' all work to be carried out on a time charge basis.

Signed on behalf of the Consultant

Name

Position

Signature Date

Price List

For work paid on a time charge basis only expenses should be included.

Item number	Description	Unit	Expected Quantity	Rate	Price
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Expenses					
01	Travel Mileage	pence per mile	1		
02	Overnight Stay	per night	1		
03	Subsistence	per person/day	1		
The total of the Prices (excl. VAT)					

Scope

Please refer to Project Information and ITT

The Consultant's Offer

The Consultant is

Name

Address

.....

Telephone

E-mail address

The Consultant offers to Provide the Services in accordance with the conditions of contract for an amount to be determined in accordance with the conditions of conditions.

The name, job, qualifications and experience of Consultant's key people are in

The staff rates are

person or job	unit of measurement	rate
.....
.....
.....
.....
.....

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the Consultant

Name

Position

Signature Date

Price List

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* 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.
- If the *Consultant* is to be paid an amount for the item of work and 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.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the staff rates.

Item number	Description	Unit	Expected Quantity	Rate	Price
01	Topographic Survey	per site	1		
02	SNIFFER Assessment	per site	1		
03	Hydrological Model	per site	1		
04	Concept Design	per site	1		
05	Developed Design	per site	1		
06	Technical Designs	per site	1		
07	Meetings	per meeting	1		
Expenses					
01	Travel Mileage	pence per mile	1		
02	Overnight Stay	per night	1		
03	Subsistence	per person/day	1		
The total of the Prices (excl. VAT)					<input style="width: 150px; height: 20px;" type="text"/>

Scope

Please refer to Project Information and ITT