Engineering and Construction

Short Subcontract

|  |  |
| --- | --- |
| **A contract between** |   |

|  |  |
| --- | --- |
| **and** |   |

|  |  |
| --- | --- |
| **for** |   |

Contract Forms

 Subcontract Data

 The *Subcontractor’s* Offer and the *Contractor’s* Acceptance

Price List

Scope

Site Information

|  |
| --- |
| **Notes about the subcontract are printed in boxes like this one. They are not part of the subcontract.** |

Subcontract Data

The *Contractor’s* Subcontract Data

The *Contractor* is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

The *Client* in the main contract is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

The *Project Manager* in the main contract is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |
| --- |
| **Leave blank if the main contract is under ECSC** |

The *Supervisor* in the main contract is

|  |  |
| --- | --- |
| Name |   |

|  |  |
| --- | --- |
| Address for communications |   |

 Subcontract Data

The *Contractor’s* Subcontract Data

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |
| --- |
| **Leave blank if the main contract is under ECSC** |

|  |  |
| --- | --- |
| The main contract works are |   |

|  |  |
| --- | --- |
| The *subcontract works* are |   |

**In this subcontract**

|  |  |
| --- | --- |
| The *site* is |   |

|  |  |
| --- | --- |
| The *starting date* is |   |

|  |  |
| --- | --- |
| The *completion date* is |   |

|  |  |  |
| --- | --- | --- |
| The *delay damages* are |   | per day |

**The *period for reply***

|  |  |  |
| --- | --- | --- |
| for a reply by the *Contractor* is |   | weeks more than the period for reply in the main contract |
|  |

|  |  |  |
| --- | --- | --- |
| for a reply by the *Subcontractor*is |   | weeks more than the period for reply in the main contract |

|  |  |  |
| --- | --- | --- |
| The *defects date* is |   | weeks after Completion |

|  |  |  |
| --- | --- | --- |
| The *defect correction period* is |   | weeks |

 Subcontract Data

The *Contractor’s* Subcontract Data

|  |  |  |
| --- | --- | --- |
| The *assessment day* is the |   | of each month |

|  |  |  |
| --- | --- | --- |
| The *retention* is |   | % |

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

(delete as applicable)

The *Adjudicator* is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

The main contract Adjudicator is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

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

|  |
| --- |
| **Insert a rate only if a rate less than 0.5% per week of delay has been agreed.** |

|  |  |
| --- | --- |
| The period within which the *Contractor* replies after the *Subcontractor’s* submission of a quotation is |   |

|  |
| --- |
| **Insert six weeks if the main contract is under the ECC or four weeks if the main contract is under the ECSC** |

Subcontract Data

The *Contractor’s* Subcontract Data

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

|  |  |
| --- | --- |
| The *Contractor* provides this insurance |   |

|  |
| --- |
| **Only enter details here if the *Contractor* is to provide 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 Subcontract June 2017 and the following additional conditions

|  |
| --- |
| **Only enter details here if additional conditions are required.** |

|  |
| --- |
|   |

 Subcontract Data

The *subcontractor’s* Subcontract Data

The *Subcontractor* is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is |   | % |

The *people rates* are

|  |  |  |
| --- | --- | --- |
| category of person | unit | rate |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |
| --- | --- |
| The *published list of Equipment* is |   |

|  |  |  |
| --- | --- | --- |
| The *percentage for adjustment for Equipment* is |  | % (state plus |
|  |   | or minus) |

The *Subcontractor’s* Offer and *Contractor’s* Acceptance

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

|  |  |
| --- | --- |
| The offered total of the Prices is |   |

|  |
| --- |
| **Enter the total of the Prices from the Price List.** |

Signed on behalf of the *Subcontractor*

|  |  |
| --- | --- |
| Name |   |

|  |  |
| --- | --- |
| Position |   |

|  |  |
| --- | --- |
| Signature |   |

|  |  |
| --- | --- |
| Date |   |

The *Contractor* accepts the *Subcontractor’s* Offer to Provide the Works

Signed on behalf of the *Contractor*

|  |  |
| --- | --- |
| Name |   |

|  |  |
| --- | --- |
| Position |   |

|  |  |
| --- | --- |
| Signature |   |

|  |  |
| --- | --- |
| Date |   |

Price List

|  |
| --- |
| **Entries in the first four columns in this Price List are made either by the *Contractor* or the tenderer.****If the *Subcontractor* 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 *Subcontractor* 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.** |

|  |
| --- |
| ITEM NUMBER DESCRIPTION UNIT QUANTITY RATE PRICE |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |

|  |  |
| --- | --- |
| **The total of the Prices** |   |

The method and rules used to compile the Price List are

|  |
| --- |
|   |

Scope

|  |
| --- |
| **The Scope should be a complete and precise statement of the *Contractor’s* requirements. If it is incomplete or imprecise there is a risk that the *Subcontractor* will interpret it differently from the *Contractor’s* intention.****Information provided by the *Subcontractor* should be listed in the Scope only if the *Contractor* is satisfied that it is required, is part of a complete statement of the *Contractor’s* requirements and is consistent with the other parts of the Scope.** |

|  |
| --- |
| **1 Description of the *works*** |

|  |
| --- |
| **Give a detailed description of what the *Subcontractor* is required to do and of any work the *Subcontractor* is to design.** |

|  |
| --- |
|   |

|  |
| --- |
| **2 Drawings** |

|  |
| --- |
| **List the drawings that apply to the subcontract.** |

|  |
| --- |
| DRAWING NUMBER REVISION TITLE |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

Scope

|  |
| --- |
| **3 Specifications** |

|  |
| --- |
| **List the specifications which apply to this subcontract.** |

|  |
| --- |
| TITLE DATE OR REVISION TICK IF PUBLICLY AVAILABLE |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

|  |
| --- |
| **4 Constraints on how the *Subcontractor* 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 *Contractor*.** |

|  |
| --- |
|   |

Scope

|  |
| --- |
| **5 Requirements for the programme** |

|  |
| --- |
| **State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.****State what the use of the *subcontract works* is intended to be at their Completion as defined in clause 11.2(1). For example, their use could be ‘‘final incorporation of the *subcontract works* in the main contract works without any notified Defects that would delay main contract completion’’.** |

|  |
| --- |
|   |

|  |
| --- |
| **6 Services and other things provided by the *Client*** |

|  |
| --- |
| **Describe what the *Contractor* will provide, such as services (including water and electricity) and****‘‘free issue’’ Plant and Materials and equipment.** |

|  |  |
| --- | --- |
| ITEM | DATE BY WHICH IT WILL BE PROVIDED |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |

Site Information

|  |
| --- |
| **Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Subcontractor’s* work such as the position of adjacent structures.** |

|  |
| --- |
|   |