

Short Contract

A contract between **Medical Research Council (MRC)**

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and

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for **Waste Management**

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Notes about this contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Employer* is

Name Medical Research Council
Address Harwell, Oxfordshire, OX11 0RD
Telephone
E-mail address

If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is

Name N/A
Address
Telephone
E-mail address

The authority of the *Employer's Agent* is

.....
.....

The *service* is Waste Management.
.....

The *starting date* is 1st April 2017

The *service period* is 24 months.

The *period for reply* is 2 weeks.

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

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? No

Contract Data

The *Adjudicator* is

Name RICS Contact Centre.
Address Survey Court, Westwood Way, Coventry, CV4 8JE
Telephone 0870 333 1600.
E-mail address contactrics@rics.org

The interest rate on late payment is 0.5. % per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £5,000,000 for any one event.

The *Employer* provides this insurance THE EMPLOYER DOES NOT PROVIDE INSURANCE.
.....
.....

The minimum amount of cover for the first insurance stated in the
Insurance Table is £5,000,000 (Loss of or damage to the property)

The minimum amount of cover for the third insurance stated in the
Insurance Table is £5,000,000 (Liability for loss or damage to property except employers)

The minimum amount of cover for the fourth insurance stated in the
Insurance Table is £1,000,000 (Liability for death or bodily injury to Contractors employees)

The *Adjudicator nominating body* is RICS Contact Centre.

The *tribunal* is Arbitration.

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

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions

.....

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

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

The offered total of the Prices for
part of the service in Part 1 of the
Price List is

The offered total of the Prices for
part of the service in Part 2 of the
Price List is

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Service

Signed on behalf of the Employer

Name

Position

Signature Date

Price List

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a Task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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, Expected 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 a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

Item number	Description	Unit	Quantity	Rate	Price
.....
.....
.....
The total of the Prices for Part 1					<input type="text"/>

PART 2

Item number	Description	Unit	Quantity	Rate	Price
.....
.....
.....
.....
The total of the Prices for Part 2					<input type="text"/>

Service Information

The Service 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. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service 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 Service Information.

1 Description of the *service*

As per specification FM17052

2 Specifications

As per specification FM17052

Title	Date or revision	Tick if publicly available
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3 Constraints on how the *Contractor* Provides the Service

As per specification FM17052

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4 Requirements for the plan

As per specification FM17052

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Service Information

5 Services and other things provided by the *Employer*

As per specification FM17052

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No *service*
To
..... (Contractor)

I propose to instruct you to carry out the following task

Description
.....
.....
Starting date
Completion date
Delay damages per week
.....

Please submit your price and programme proposals below.

Signed Date
(for Employer)

Total of Prices for items of work on the
Price List (details attached)

Total of Prices for items of work not on the
Price List (details attached) _____

The programme for the Task is [ref] (attached)

Signed Date
(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed Date
(for Employer)