

CONTRACT DATA

Part one – Data provided by the Employer

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **A**, dispute resolution Option **W1** and secondary Options **x1.1, x1.8** of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name **Medical Research Council**

Address **2nd Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL.**

- The *Adjudicator* is

Name **Royal Institute for Chartered Surveyors**

Address **12 Great George Street, London SW1P 3AD**

- The *services* are

Design of Molecular Biology Laboratory in Fajara

- The *Scope* is in

The tender documentation

- The *language of this contract* is **English**.
- The *law of the contract* is the law of **England**
- The *period for reply* is **2** weeks.
- The *period for retention* is 1 years following Completion or earlier termination.
- The *Adjudicator nominating body* is **Royal Institute for Chartered Surveyors**
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register

Ground condition risk

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
- | | |
|---|--------------------|
| access to | <i>access date</i> |
| existing design and surveys | upon appointment |
| local site for design and survey purposes | upon appointment |
| shared web portal (HUDDLE) | upon appointment |

3 Time

- The *starting date* **22.07.2016**

The *Consultant* submits revised programmes at intervals no longer than 6 weeks.

4 Quality

- The quality policy statement and quality plan are provided within **N/A** weeks of the Contract Date.

5 Payment

- The *defects date* is 52 weeks after Completion of the whole of the *services*.
- The *assessment interval* is **monthly**
- The currency of this contract is **Pound Sterling**
- The *interest rate* is **2 %** per annum (not less than 2) above the **base**

8 Indemnity, insurance and liability

rate of the **Bank of England**.

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the services 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>	£5,000,000 in respect of each claim, without limit to the number of claims	24 month
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	24 month
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	12 months

- The *Employer* provides the following insurances

Employer is self-insuring

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £5,000,000

Optional statements

If the *Employer* has decided the completion date for the whole of the services

- The *completion date* for the whole of the *services* is N/A

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

Task	beginning	complete
RIBA 0	22.07.2016	30.08.2016
Designers to visit site and progress RIBA 1&2	22.07.2016	30.08.2016
Completion RIBA 2 & sign off		30.09.2016
RIBA 3 & sign off	01.10.2016	30.11.2016
RIBA 4 & sign off	01.12.2016	15.02.2017
Construction	01.04.2017	31.03.2018

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is N/A

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is N/A

If the Employer states any expenses

- The expenses stated by the Employer are
- | item | amount |
|------|--------|
| N/A | N/A. |

If the tribunal is arbitration

- The arbitration procedure is

RICS procedures

- The place where arbitration is to be held is

London

- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator is

President of the RICS

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is **N/A**

If Option A is used

- The Consultant prepares forecasts of the total expenses at intervals no longer than **4** weeks.

If Option C, E or G is used

- The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than **4** weeks.
- The exchange rates are those published in **N/A** on **N/A** (date).

If Option C is used

- The Consultant's share percentages and the share ranges are

share range	Consultant's share percentage
less than N/A %	N/A %
from N/A % to N/A %	N/A %
from N/A % to N/A %	N/A %
greater than N/A %	N/A %

If Option X1 is used

- The index is **N/A**.

If Option X2 is used

- The law of the project is **N/A**

If Option X3 is used

- The Employer will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
N/A	N/A	N/A

- The exchange rates are those published in **N/A** on **N/A** (date).

If Option X5 is used

- The *completion date* for each *section* of the *services* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	N/A.	N/A
2	N/A.	N/A
3	N/A.	N/A
4	N/A.	N/A
5	N/A.	N/A

If Options X5 and X6 are used together

- The bonus for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	N/A.	N/A.
2	N/A.	N/A.
3	N/A.	N/A.
4	N/A.	N/A.
5	N/A.	N/A.

Remainder of the *services* N/A .

If Options X5 and X7 are used together

- Delay damages for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	N/A	N/A.
2	N/A.	N/A.
3	N/A.	N/A.
4	N/A	N/A
5	N/A	N/A.

Remainder of the *services* N/A

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *services* is N/A per day.

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Delay damages for Completion of the whole of the *services* are N/A per day.

If Option X8 is used

- The *collateral warranty agreements* are

<i>agreement reference</i>	<i>amount per day</i>
N/A	N/A

If Option X10 is used

- The *Employer's Agent* is

Name N/A

Address N/A

- The authority of the *Employer's Agent* is

N/A

If Option X12 is used

- The *Client* is

Name N/A

Address N/A.

- The *Client's* objective is

N/A

- The Partnering Information is in

N/A

If Option X13 is used

- The amount of the performance bond is N/A .

If Option X18 is used £5,000,000

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to £5,000,000
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to: £1,000,000
- The *end of liability date* is . 2. years after Completion of the whole of the *services*.

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in N/A
- A report of performance against each Key Performance Indicator is provided at intervals of N/A months.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used

- | | |
|--------|------------------------|
| • term | person or organisation |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A. |
| N/A | N/A. |

If Options Y(UK)1 and Y(UK)3 are both used

- | | | |
|---------------------------------|-----------------|------------------------|
| • | term | person or organisation |
| The provisions of Option Y(UK)1 | Named Suppliers | |

If Option Z is used: All documentation produced in the process of this work (surveys, design, etc.) will become property of the MRC.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The (SUPPLIER) shall provide all assistance to enable the (UK SBS) and/or its c with any request received under the Freedom of Information Act 2001. Environmental Information Regulations should either be applicable to the (UK S

In no event shall the (SUPPLIER) or its Subcontractors respond directly to Information unless expressly authorised to do so by the (UK SBS).

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of and contracts the (SUPPLIER) agrees that the (CONTRACT) and the sourcing doc by the (UK SBS) which led to its creation will be published by the (UK SBS) on web site.

The entire (CONTRACT) and all the sourcing documents issued by the (UK published on the designated web site save where to do so would disclose in disclosure of which would:

- (i) contravene a binding confidentiality undertaking that protect which the (UK SBS), at the time when it considers disclosur considers to be confidential to the (SUPPLIER);
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2
- (iii) in the reasonable opinion of the (UK SBS) be prevented by vir more of the exemptions in the FOIA or one or more of the exc Environmental Information Regulation (EIR).

If any of the situations in (i),(ii),(iii) apply the (SUPPLIER) consents to the ((sourcing documents being redacted by the (UK SBS) to the extent necessary obscure the relevant material and being published on the designated website su redactions.

In this entire clause the expression "sourcing documents" means the advertiser the (UK SBS) seeking expressions of interest, any pre-qualification questionnaire invitation to tender.

Clause 3

Termination Para 1

The (UK SBS) may terminate the (CONTRACT) by written notice to the (SUPPLIER) following circumstances:

- (i) Where it considers that the (CONTRACT) has been subject to modification which would have required a new procurement accordance with Regulation 72(9) of the Public Contracts Regi ("PCR 2015");
- (ii) Where it considers that the (SUPPLIER) has at the time of the (CONTRACT) been in one of the situations referred to in Regula the PCR 2015, including as a result of the application of regulati should therefore have been excluded from the procurement proce
- (iii) Where the (CONTRACT) should not have been awarded to the view of a serious infringement of the obligations under the EU Directive 2014/24/EU of the European Parliament and of the Co been declared by the Court of Justice of the European Union ir under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion Kingdom or brings the matter before the Court of Justice of the Et under Article 258 of the TFEU alleging that the (CONTRACT) sh been awarded to the (SUPPLIER) in view of a serious infring obligations under the Treaties and Directive 2014/24/EU of Parliament and of the Council; or

- (v) Where a third party starts court proceedings against the (UK SBS) declaration that the (CONTRACT) is ineffective or should be set aside under Regulations 98 to 101 of the PCR 2015, which the (UK SBS) has a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in notice. The (UK SBS) shall not incur any liability to the (SUPPLIER) by reason of termination and shall not be required to pay any costs, losses or damage to the (SUPPLIER). Termination under this clause shall be without prejudice to any other rights of the (SUPPLIER).

Termination Para 2

The (UK SBS), 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 (SUPPLIER) in each case by giving to the (SUPPLIER) reasonable written notice. During the period of notice UK SBS may direct the (SUPPLIER) to perform the work under the (CONTRACT). Where (UK SBS) has invoked either of the (SUPPLIER) may claim reasonable costs necessarily and properly incurred as a result of the termination or reduction, excluding loss of profit, provided that such claim shall not exceed the total cost of the Contract.

Clause 4

Payment to other parties

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

- (i) any payment due from the (SUPPLIER) 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 correct;
- (ii) any invoices for payment submitted by the subcontractor are consistently and promptly verified by the (SUPPLIER) in a timely fashion and that undue delay in payment is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
- (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) and (ii) of this Clause [insert clause number], subject to suitable amendments to reflect the identities of the relevant parties.

Clause 5

Sub-contractors

The (UK SBS) may (without cost to or liability of the (UK SBS)) require the (SUPPLIER) to replace any subcontractor where in the reasonable opinion of the (UK SBS) there are any discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractor.

Clause 6

Timber Procurement Policy

1. Requirements for Timber

1.1 All Timber and wood-derived products supplied or used by [the Contractor] in of [the Contract] (including all Timber and wood-derived products supplied or used by sub-contractors) shall comply with [the Contract Specification].

1.2 In addition to the requirements of clause 1.1 above, all Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all wood-derived products supplied or used by sub-contractors) shall originate from a source where management of the forest has full regard for:

- Identification, documentation and respect of legal, customary and traditional and use rights related to the forest;
- Mechanisms for resolving grievances and disputes including those relating to and use rights, to forest management practices and to work conditions; and
- Safeguarding the basic labour rights and health and safety of forest workers

2. Requirements for Proof of Timber Origin

2.1 If requested by [the Contracting Authority], and not already provided at the tender evaluation stage, [the Contractor] shall provide to [the Contracting Authority] a form that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of [the Contract Specification]. If requested by [the Contracting Authority] [the Contractor] shall provide to [the Contracting Authority] a form that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of the social criteria defined in section 1.2 above.

2.2 [The Contracting Authority] reserves the right at any time during the execution of [the Contract] and for a period of 6 years from final delivery under [the Contract] to request [the Contractor] to produce the evidence required for [the Contracting Authority's] inspection within 14 days of [the Contracting Authority's] written request.

2.3 [The Contractor] shall maintain records of all Timber and wood-derived products supplied and accepted by [the Contracting Authority]. Such information shall be made available to [the Contracting Authority] if requested, for a period of 6 years from final delivery under [the Contract].

3. Independent Verification

3.1 [The Contracting Authority] reserves the right to decide whether the evidence submitted demonstrates that the Timber and wood-derived products comply with [the Contract Specification]. [The Contracting Authority] reserves the right to decide whether the evidence submitted to it is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived products comply with the requirements of the social criteria defined in section 1.2 above.

In the event that [the Contracting Authority] is not completely satisfied, [the Contracting Authority] shall commission and meet and absorb all associated costs of an 'independent verification' resulting report that will (a) verify the forest source of the Timber and wood-derived products and (b) assess whether the source meets the relevant criteria.

3.2 In [this Contract], 'Independent Verification' means that an evaluation is undertaken by an individual or body whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to ISO 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

4. *[Contracting Authority's] Right to Reject Timber*

4.1 [The Contracting Authority] reserves the right to reject any Timber and wood-d products that do not comply with [the Contract Specification]. [The Contracting Au reserves the right to reject any Timber and wood-derived products that do not cor requirements of the social criteria defined in section 1.2 above.

Where the [Contracting Authority] exercises its right to reject any Timber and woo products, [the Contractor] shall supply alternative Timber and wood-derived prod so comply, at no additional cost to [the Contracting Authority] and without causing Contract] completion period.

Signed Name in Capitals:-

For and on behalf of [the Contractor]:-

Date:-

Part two – Data provided by the Consultant

Comment [HPU1]: Completed by supplier post tender

Statements given in all contracts

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *Consultant* is

Name

Address

.....

- The *key people* are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

- The *staff rates* are

name/designation	rate
.....
.....

- The following matters will be included in the Risk Register

.....

.....

.....

.....

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the services

- The *completion date* for the whole of the services is

.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

.....

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item	amount
.....
.....

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things

access to	access date
.....
.....

If Option A or C is used

- The *activity schedule* is

- The tendered total of the Prices is

If Option G is used

- The *task schedule* is

If Option Y(UK)1 is used

- The *project bank* is
- *named suppliers* are

