

Short Contract

A contract between **The Medical Research Council – Laboratory of Molecular Biology**

and

UK Shared Business Services (UK SBS) – Procurement Agent

and

.....
.....
.....

for **Hard Services**

.....
.....

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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 MRC Laboratory of Molecular Biology (LMB)
Address Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0QH
Telephone
E-mail address

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

Name Terry Ling
Address MRC LMB, Estates and Facilities Department
Telephone
E-mail address

The authority of the *Employer's Agent* is

.....
.....

The *service* is Hard Services
.....

The *starting date* is 1st January 2017

The *service period* is 24 + 12 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? Yes / ~~No~~ (delete as appropriate)

Contract Data

The *Adjudicator* is

Name Royal Institute of Chartered Surveyors

Address 12 Great George Street, London SW1P 3AD

Telephone

E-mail address

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 No insurance is provided by the employer

.....

The minimum amount of cover for the first insurance stated in the Insurance Table is £5,000,000 (loss or damage to 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 Royal Institute of Chartered Surveyors

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is RICS Procedure

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

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Contractor shall provide all assistance to enable UK SBS and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to UK SBS.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by UK SBS.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.

The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- i) contravene a binding confidentiality undertaking that protects information which UK SBS, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- iii) in the reasonable opinion of UK SBS be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

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

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

UK SBS or MRC may terminate the Contract by written notice to the Contractor in any of the following circumstances:

- (i) Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");
- (ii) Where it considers that the Contractor has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the (UK SBS) seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which UK SBS or MRC considers have a reasonable prospect of success.

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

Clause 4

Payment to other parties

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

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

Clause 5

KPI's

The following KPI's will be attributed to these services

ID	KPI Description	Weighting	Score
A	Service visits conducted will match the frequency specified as detailed in 4 above	10	
B	Forward programme of attendance and maintenance activities to be undertaken for agreement in advance of first site visit.	5	
C	Comprehensive Service visit reports including location information, serial & model numbers etc to be sent in PDF format to MRC within 2 workings days of site visit	4	
D	Service visits to be confirmed with MRC 7 days in advance before engineers attend	5	
E	RAM's to be sent 24 hours before site visit (unless previously supplied RAM's are applicable)	4	
F	It is the service contractors responsibility to ensure that engineers that are sent to the MRC sites (after the initial site familiarisation has been undertaken) are familiar with the sites, so there needs to be a handover if staff are leaving etc	30	
G	SLA response times as stated in 5 above	6	
H	The site (area where has been undertaken) to be left clean and tidy	20	
I	Emergency attendance to be discussed if necessary. Timescales (4 hours, 24 hours) also response time to rectifying problems not solved or that quickly reoccur.	10	
J	Engineer to report to Estates & Facilities Services Coordinator (for LMB) before starting and leaving site. Working hours 08.00 to 16.00	Pass / fail	

K	12 month warranty/guarantee of work carried out and parts	Pass / fail	
L	Transparent quote for remedial / reactive works in relation to any identified faults /failures to be provided within 5 working days.	Pass / fail	

KPI's will be scored using the following methodology:

10	fully compliant with excellent service and workmanship, providing added value by applying proactive approach.
7	compliant.
5	minor infringements on delivery of the requirements (for example delay in submitting reports or submitting a quote) not affecting the outcome of the service.
2	service provision with major flaws in the delivery, causing operational problems and/or requiring a repeat visit to rectify.

The KPI will be reviewed after the first 6 months of the contract and following that annually. Providers, who's total score of the relevant period falls below 70% of the achievable total sum will not be considered for an extension of the contract for a further year.

Any total score falling below 50% is considered to be non-compliant and will trigger the requirement for the provider to submit a plan of how this issue will be resolved. If this is not provided or satisfactory resolved, clauses 4 (Testing and Defects) and 5 (Payment) of the Conditions of the Contract will be applied.

Clause 6

Suppliers are to invoice for services on a quarterly basis, January, April, July and October.

.....

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

Enter the total of the Prices from the Price List.

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 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
.....
All Pricing information to be provided in AW5.2					
.....
The total of the Prices for Part 1					

PART 2

Item number	Description	Unit	Quantity	Rate	Price
.....
All Pricing information to be provided in AW5.2					
.....
The total of the Prices for Part 2					

Service Information

1 Description of the *service*

.....
 As per details contained within FM16103 Request for Proposal and Supporting Documentation

2 Specifications

Title	Date or revision	Tick if publicly available
.....
As per details contained within FM16103 Request for Proposal and Supporting Documentation		
.....
.....

.....
.....

3 Constraints on how the *Contractor* Provides the Service

.....
As per details contained within FM16103 Request for Proposal and Supporting Documentation
.....
.....
.....

4 Requirements for the plan

.....
As per details contained within FM16103 Request for Proposal and Supporting Documentation
.....
.....
.....

5 Services and other things provided by the *Employer*

Item	Date by which it will be provided
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..... As per details contained within FM16103 Request for Proposal and Supporting Documentation
.....
.....

6 Property affected by the *service*

.....
As per details contained within FM16103 Request for Proposal and Supporting Documentation
.....
.....
.....

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)