

Short Contract

A contract between **Medical Research Council, The Gambia**

and
.....
.....

for **Design services for Keneba Accommodation (The Gambia)**

Contents	Page
Contract Forms	
Contract Data	2
The <i>Consultant's</i> Offer	5
The <i>Client's</i> Acceptance	6
Price List	7
Scope	8
Conditions of Contract	CC1

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

Contract Data

The *Client* is
Name Medical Research Council
Address David Phillips Building, Polaris House, North Star House, Swindon, SN2 1FL
Telephone 01793 416396
E-mail address Susan.simon@headoffice.mrc.ac.uk
The *services* are **Design services for Keneba Accommodation (The Gambia)**
The *starting date* is TBA
The *completion date* is 31.03.2018
The *delay damages* for late
Completion are N/A per day.
The *law of the contract* is United Kingdom
The *period for reply* is 2 weeks.
The *defects date* is 52 weeks after Completion.
The *assessment day* is the Last working day of each month.
Work is to be carried out on a
time charge basis N/A

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>	£1,000,000 in respect of each claim, without limit to the number of claims	24 months
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>	in respect of each claim, without limit to the number of claims £3,000,000	24 months
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	£1,000,000. in respect of each claim, without limit to the number of claims	12 months

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide insurance.

N/A

Contract Data

The *Consultant's* total liability
to the *Client* for matters for
which insurance is provided is
limited to N/A

The *Consultant's* total liability
to the *Client* for other matters
is limited to N/A

The *tribunal* is Arbitration

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

The place where the
arbitration is to be held is TBA

The person who will choose the
arbitrator if the Parties cannot
agree is President of RICS

Only include these statements if the *tribunal* is arbitration.

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

Only enter details here if additional conditions are required.

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 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 the (UK SBS).

In no event shall the (SUPPLIER) or its Subcontractors respond directly to a Request for 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 procurement and contracts the (SUPPLIER) agrees that the (CONTRACT) and the sourcing documents issued by the (UK SBS) which led to its creation will be published by the (UK SBS) on a designated web site.

The entire (CONTRACT) and all the sourcing documents issued by the (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 the (UK SBS), at the time when it considers disclosure, reasonably considers to be confidential to the (SUPPLIER);
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the (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 (SUPPLIER) 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 the (UK SBS) seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

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

- (i) Where it considers that the (SUPPLIER) 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;

Such termination shall be effective immediately or at such later date as is specified in the notice. The (UK SBS) shall not incur any liability to the (SUPPLIER) by reason of such 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 (UK SBS).

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
.....
.....
.....
.....
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is

**Enter the total of the Prices from the Price List.
If all work is to be carried out on a time charge basis, enter 'Not Applicable'.**

Signed on behalf of the *Consultant*

Name

Position

Signature Date

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client*
Name
Position
Signature Date

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.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Item number	Description	Unit	Expected quantity	Rate	Price
As per details within FM 16037 Invitation to Quote and Supporting Documentation					
Pricing Schedule to be completed within AW5.2 Pricing Schedule					
Expenses					
As per details within FM 16037 Invitation to Quote and Supporting Documentation					
Pricing Schedule to be completed within AW5.2 Pricing Schedule					
The total of the Prices					

7

Scope

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

1 Purpose of the *services*

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

2 Description of the *services*

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

8

Scope

4 Specifications and standards

List the specifications and standards that apply to this contract.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

5 Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

9

Scope

6 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.

As per details within FM 16037 Invitation to Quote and Supporting Documentation

7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client*'s information technology systems.

Item	Date by which it will be provided
------	-----------------------------------

As per details within FM 16037 Invitation to Quote and Supporting Documentation

