

# Short Contract

A contract between **FM17102 The Medical Research Council – The Gambia**

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and

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for **FM17102 Symmetra Range**

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**Notes about this contract are printed in boxes like this one. They are not part of the contract. Further guidance is provided in the NEC3 Supply Short Contract Guidance Notes.**

# Contract Data

The *Purchaser* is

Name The Medical Research Council  
Address MRC Unit, The Gambia, 78 Atlantic Boulevard, Fajara, PO Box 273, Banjul, Gambia.  
Telephone +220 4495442/6. ....  
E-mail address ygibba@mrc.gm .....

The *Purchaser* requires the *Supplier* to Provide the Goods when instructed by  
Batch Order ~~Yes~~/ No (delete as appropriate)

The *goods* are As detailed within the Invitation to Quote

The *law of the contract* is English .....

The *period for reply* is 1 week.

The *starting date* is 24/08/2017

The *delivery date* is 24/08/2017

The *premises* are MRC, Atlantic Blvd, Serrekunda, Gambia .....

The period for the correction of  
Defects after Delivery is 1. .... weeks.

The *defects date* is On date of delivery. .... weeks after Delivery.

The *delay damages* are £0.00 ..... per day.

The *assessment day* is the TBC of each month.

If the *goods* are instructed by  
Batch Order

the *batch order interval* is N/A. ....

the *end date* is N/A. ....

the quantity range of *goods* in  
a batch is from ..... to .....

# Contract Data

The *Adjudicator* is  
Name TBC.....  
Address .....  
Telephone .....  
E-mail address .....

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

The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to £5 Million

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £5 Million for any one event.

The *Purchaser* provides this insurance The *Purchaser* provides no insurance  
.....

The *Adjudicator nominating body* is TBC  
The *tribunal* is TBC.....

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

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

## 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 authorized 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 (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 (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;
- (iii) Where the (CONTRACT) should not have been awarded to the (SUPPLIER) 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 (SUPPLIER) 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 the (UK SBS) 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) 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).

### **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 undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the (SUPPLIER) 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.

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# The *Supplier's* Offer

The *Supplier* is

Name .....

Address .....

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Telephone .....

E-mail address .....

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

The *Supplier* offers to Provide the Goods 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 is .....

Signed on behalf of the *Supplier*

Name .....

Position .....

Signature ..... Date .....

# The *Purchaser's* Acceptance

The *Purchaser* accepts the *Supplier's* Offer to Provide the Goods

Signed on behalf of the *Purchaser*

Name .....

Position .....

Signature ..... Date .....

# Price Schedule



# Goods Information

The Goods Information should be a complete and precise statement of the *Purchaser's* requirements. If it is incomplete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Purchaser's* intention. Information describing the *Purchaser's* requirements for the supply of the *goods*, including the information to be provided by the *Supplier* in connection with the supply of the *goods*, should be stated in the section headed Supply requirements.

## 1 Description of the *goods*

Give a detailed description of what *goods* the *Supplier* is required to supply. This may include drawings. Give the information of the required quality standards, the tests and inspections required and any health and safety requirements.

As detailed in FM17102 AW5.2 Pricing Schedule. ....  
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## 2 Specifications

List the specifications that apply to this contract.

Title	Date or revision	Tick if publicly available
As detailed in FM17102 AW5.2 Pricing Schedule.	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
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### 3 Constraints on how the *Supplier* Provides the Goods

State any constraints on how the *Supplier* is to provide the *goods* such as, any limits on subcontracting.

As detailed in FM17102 AW5.2 Pricing Schedule. ....  
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### 4 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.

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# Goods Information

### 5 Services and other things provided by the *Purchaser*

Describe what the *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*.

Item	Date by which it will be provided
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As detailed in FM17102 AW5.2 Pricing Schedule

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**6 Supply requirements**

State the information which describes the *Purchaser's* requirements (other than services he is to provide) in connection with the supply of the *goods* including the requirements for transport, the mode of transport and the loading and unloading of the *goods*.

State the delivery place, the hours of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as the delivery note, which notifies the actual delivery date. The information necessary for a purchase that involves international, cross border transactions should be stated here, such as export and import requirements of the Customs authorities.

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