

Short Contract

A contract between **The Medical Research Council - Research Complex at Harwell (RCaH)**

and **TBC**

for **Disposal of Clinical, Hazardous and Radioactive Waste**

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's Offer</i>	4
The <i>Employer's Acceptance</i>	4
Price List	5
Service Information	6
Task Order	10
Conditions of Contract	CC1

Contract Data

The *Employer* is

Name Research Complex at Harwel (RCaH)
Address Rutherford Appleton Laboratory , Harwell Oxford, Didcot, Oxfordshire, OX11 0FA
Telephone
E-mail address

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

Name Sadie Primmer
Address Rutherford Appleton Laboratory, Harwell Oxford, Didcot, Oxfordshire, OX11 0FA
Telephone
E-mail address

The authority of the *Employer's Agent* is

Business Support Manager

The *service* is Disposal of Clinical, Hazardous and Radioactive Waste

The *starting date* is April 1st 2017

The *service period* is 36 + 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? No

Contract Data

The *Adjudicator* is

Name TBC by both parties

Address TBC by both parties

Telephone TBC by both parties

E-mail address TBC by both parties

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 provided by the *Employer*

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 TBC by both parties

The *tribunal* is TBC by both parties

If the *tribunal* is arbitration, the arbitration procedure is TBC by both parties

The *conditions of contract* are the NEC3 Term Service 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 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 the Client 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 the Client 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 the Client 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 the Client.

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
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This information can be found in Section 4 Specification of FM17019 Disposal of Clinical, Harzadous and Radioactive Waste. Under AW5.2 in the Price Questionnaire which was issued via the CCS Emptoris tool on 22/02/2017.

The total of the Prices for Part 1

PART 2

Item number	Description	Unit	Quantity	Rate	Price
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This information can be found in Section 4 Specification of FM17019 Disposal of Clinical, Harzadous and Radioactive Waste. Under AW5.2 in the Price Questionnaire which was issued via the CCS Emptoris tool on 22/02/2017.

The total of the Prices for Part 2

Service Information

1 Description of the *service*

This information can be found in Section 4 Speicfication of FM17019: Disposal of Clinical, Harzardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

2 Specifications

This information can be found in Section 4 Speicfication of FM17019: Disposal of Clinical, Harzardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

3 Constraints on how the *Contractor* Provides the Service

This information can be found in Section 4 Speicfication of FM17019: Disposal of Clinical, Harzardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

4 Requirements for the plan

This information can be found in Section 4 Speicfication of FM17019: Disposal of Clinical, Harzardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

Service Information

5 Services and other things provided by the *Employer*

This information can be found in Section 4 Specification of FM17019: Disposal of Clinical, Hazardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

6 Property affected by the *service*

This information can be found in Section 4 Specification of FM17019: Disposal of Clinical, Hazardous and Radioactive Waste which was issued via the CCS Emptoris Tool on 22/02/2017.

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)