

Short Contract

A contract between Medical Research Council
2nd Floor, David Phillips Building, Polaris House, North Star
Avenue, Swindon, SN2 1FL

and
.....
.....

for Provision of Electrical Infrastructure Upgrade Gambia

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	4
The <i>Employer's</i> Acceptance	4
Price List	5
Works Information	6
Site Information	9
Conditions of Contract	CC1

Contract Data

The *Employer* is
 Name Medical Research Council
 Address David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL
 Telephone 01793 416396 Fax
 E-mail address Susan.simon@headoffice.mrc.ac.uk

The *works* are Electrical Infrastructure Upgrade & Installation in Gambia
 The *site* is MRC Unit, The Gambia, Atlantic Boulevard, Fajara, The
 Gambia, West Africa
 The *starting date* is Planned for 05/05/2016
 The *completion date* is Completed post award

The *period for reply* is 2 weeks.
 The *defects date* is 52 weeks after
 Completion.
 The *defect correction period* is weeks.
 The *delay damages* are per day.
 The *assessment day* is the of each month.
 The *retention* is %.

Does the United Kingdom Housing Grants, Construction and
 Regeneration Act (1996) apply?

Yes / No (delete as
 appropriate)

The *Adjudicator* is

Name
 Address
 Telephone Fax
 E-mail address

Comment [A1]: Based on submitted
 project plan

Contract Data

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The Contractor is not liable to the Employer for loss of or damage to the Employer's

property in excess of £1,000,000 for any one event.

The Employer provides this insurance N/A

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5,000,000

The Adjudicator nominating body is Royal Institute for Chartered Surveyors (RICS)

The tribunal is RICS

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

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

- **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).

- **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.

- **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;
- (i) ; 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.

- **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) any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractor.

- **Timber Procurement Policy**

UK SBS has a standalone timber procurement policy that is held in the central Library and content and also appears in model clauses in Emptoris, to facilitate compliance with this statutory obligation.

If the timber procurement policy is relevant, you should insert the model clauses located in the UK SBS timber procurement policy. Do not insert the model clauses if they are not relevant.

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name

Address

.....

Telephone Fax

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 Works 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

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 Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data

Price List

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer.

If the *Contractor* 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; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work 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.

Item number	Description	Unit	Quantity	Rate	Price
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As per the pricing schedule detailed within [Appendix A.](#)

The total of the Prices

Comment [A2]: Completed post tender

5

Contract Data

Works Information

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

1 Description of the works

As per details contained within the Invitation to Quote and supporting documentation issued via the Emptoris system and identified under 2 Drawings

2 Drawings

Drawing number	Revision	Title
2312-AU-00-XX-SP-E-4000	C2	Specification Electrical Services Infrastructure
2312-AU-00-XX-DR-E-2000	D2 Rev. C2	Existing Electrical Services Site Plan
2312-AU-00-XX-DR-E-2001	D2 Rev C2	Existing Low Voltage Schematic and switch room layout

2312-AU-00-XX-DR-E-3000	D2 Rev C2	Proposed Electrical Services Site Plan
2312-AU-00-XX-DR-E-3001	Rev C3	Proposed Low Voltage Schematic
2312-AU-00-XX-DR-E-3002	D2 Rev. C2	Proposed Low Voltage Switch Room and Generator Compund Layout
2312-AU-00-XX-DR-E-3003	D2 Rev C2	Proposed Electrical Typical Details
2312-AU-00-XX-DR-E-3013	rev. C3	Proposed Low Voltage Phase 4 Schematic
2312-AU-00-XX-DR-E-3014	Rev C3	Proposed Low Voltage Phase 5 Schematic
2312-AU-00-XX-DR-E-3015	Rev C3	Proposed Low Voltage Phase 6 Schematic

6

Contract Data

Works Information

3 Specifications

Title	Date or revision	Tick if publicly available
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As per details contained within the Invitation to Quote and supporting documentation issued via the Emptoris system and detailed under 2 Drawings

4 Constraints on how the *Contractor* Provides the Works

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

As Per details Contained within the following documents issued via Emptoris as per detailed under 2 Drawings

RFP Request for purchase

7

Contract Data

Works Information

5 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.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

As Per details Contained within the following documents issued via Emptoris **xx**

Comment [A3]: Completed post tender

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
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As Per details Contained within the following documents issued via Emptoris **xx**

Comment [A4]: Completed post tender

8

Contract Data

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as limitations on access and the position of adjacent structures.

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9