

# CONTRACT DATA

## Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### Statements given in all contracts

#### 1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W1 and secondary Options X2, X18, X19 of the NEC3 Term Service Contract April 2013.
- The *service* is  
Portside Collection and Disposal of Ship and Antarctic Waste
- The *Employer* is  
Name: Natural Environment Research Council  
Address: British Antarctic Survey, High Cross, Madingley Road, Cambridge, CB3 0ET
- The *Service Manager* is  
Name Clare Fothergill  
Address British Antarctic Survey, High Cross, Madingley Road, Cambridge, CB3 0ET
- The *Adjudicator* is  
Name: BIFA  
Address: Redfern House, Browells Lane, Feltham, Middlesex, TW13 7EP
- The *Affected Property* is  
Ports at Immingham, Grimsby, Portland, Ipswich, Southampton or Harwich
- The *Service Information* is in  
As in Tender FM16030

- The *language of this contract* is English
- The *law of the contract* is the law of English
- The *period for reply* is 2 weeks.
- The *Adjudicator nominating body* is BIFA
- The *tribunal* is Arbitration
- The following matters will be included in the Risk Register  
Changes to legal compliance  
Changes to the port location and arrival date of ship  
Amendments to the type or quantity of waste  
Hazards associated with operating in a port

#### 3 Time

- The *starting date* is To be advised
- The *service period* is 2 years + 1 year (extension)

#### 5 Payment

- The *assessment interval* is lump sum on each ship collection
- The *currency of this contract* is the Pound Sterling.
- The *interest rate* is 2% per annum (not less than 2) above the rate of the Bank of England.

#### 8 Risks and insurance

- The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is £5 Million

- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is £5Million

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is £10 Million

## Optional statements

### If the *tribunal* is arbitration

- The *arbitration procedure* is Tribunal  
The place where the arbitration is to be held is TBA .
- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the *arbitration procedure* does not state who selects an arbitrator is TBA

### If no plan is identified in part two of the Contract Data

- The *Contractor* submits a first plan for acceptance within 2 weeks of the Contract Date.

### If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is N/A

### If Y(NZ)1 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 28 days

### If there are additional *Employer's* risks

- These are additional *Employer's* risks
  1. N/A
  - 2.
  - 3.

### If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of N/A

### If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table
  1. Insurance against  
Cover/indemnity is N/A  
The deductibles are
  2. Insurance against  
Cover/indemnity is N/A  
The deductibles are
  3. Insurance against  
Cover/indemnity is N/A  
The deductibles are

### If additional insurances are to be provided

- The *Employer* provides these additional insurances

1. Insurance against

Cover/indemnity is N/A

The deductibles are

2. Insurance against

Cover/indemnity is N/A

The deductibles are

3. Insurance against

Cover/indemnity is N/A

The deductibles are

- The *Contractor* provides these additional insurances N/A

1. Insurance against

Cover/indemnity is N/A

The deductibles are

2. Insurance against

Cover/indemnity is N/A

The deductibles are

**If Option A is used**

- The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than 52 weeks.

**If Option C is used**

- The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>	<i>Contractor's share percentage</i>
less than N/A %	N/A %
from N/A % to N/A %	N/A %
from N/A % to N/A %	N/A %
greater than N/A %	N/A %.

- The *Contractor's share* is assessed on (dates)  
N/A

**If Option C or E is used N/A**

- The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than N/A weeks.
- The *exchange rates* are those published in N/A on N/A (date).

**If Option X1 is used N/A**

- The proportions used to calculate the Price Adjustment Factor are

0. . . . . linked to the index for	.....
0. . . . .	.....
0. . . . .	.....
0. . . . .	.....
0. . . . .	.....
0. . . . .	.....
0. . . . . non-adjustable	.....

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1.00

- The *base date* for indices is .....
- The indices are those prepared by .....

**If Option X3 is used N/A**

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
.....	.....	.....
.	.	.
.....	.....	.....
.	.	.
.....	.....	.....
.	.	.
.....	.....	.....
.	.	.

- The *exchange rates* are those published in ..... on ..... (date).

**If Option X12 is used**

- The *Client* is  
Name N/A  
Address N/A
- The *Client's* objective is  
N/A
- The Partnering Information is in  
N/A

**If Option X13 is used N/A**

- The amount of the performance bond is N/A

**If Option X17 is used N/A**

- The *service level table* is N/A

**If Option X18 is used**

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to £5million
- The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to N/A
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £5 million
- The *end of liability date* is one year after the end of the *service period*. **If Option X19 is used**
- The *Contractor* submits a Task Order programme to the *Service Manager* within seven days of receiving the Task Order.

**If Option X20 is used (but not if Option X12 is also used) N/A**

- The *incentive schedule* for Key Performance Indicators is in N/A
- A report of performance against each Key Performance Indicator is provided at intervals of . . . . . months. N/A

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank* N/A

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used N/A

- term person or organisation  
 .....  
 .....  
 .....  
 .....

If Options Y(UK)1 and Y(UK)3 are both used

- term person or organisation  
 The provisions of Option Y(UK)1 Named Suppliers

If Option Z is used

- The *additional conditions of contract* are .....  
 .....

**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).

### **Clause 6**

#### **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.

**Part two – Data provided by the *Contractor***

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**Statements given in all contracts**

- The *Contractor* is
  - Name .....
  - Address .....
- The *direct fee percentage* is ..... %.
- The *subcontracted fee percentage* is ..... %.
- The key people are
  - (1) Name .....
  - Job .....
  - Responsibilities .....
  - Qualifications .....
  - Experience .....
  - .....
  - (2) Name .....
  - Job .....
  - Responsibilities .....
  - Qualifications .....
  - Experience .....
  - .....
- The following matters will be included in the Risk Register
  - .....
  - .....
  - .....

**Optional statements**

- If the *Contractor* is to provide Service Information for his plan**
  - The Service Information for the *Contractor's* plan is in .....
- If a plan is identified in the Contract Data**
  - The plan identified in the Contract Data is .....
- If Option A, C or E is used**
  - The *price list* is .....
- If Option A or C is used**
  - The tendered total of the Prices is .....
- If Option Y(UK)1 is used**
  - The *project bank* is .....
  - *named suppliers* are .....