

# CONTRACT DATA

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

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 Options **X1, X2, X4, X7, Y(UK)3 and Z** of the NEC3 Supply Contract April 2013.
- The *goods* are  
**Provision of British Antarctic Food**
- The *services* are  
**N/A**
- The *Purchaser* is  
Name **NERC Science of the Environment**  
Address **Polaris House, North Star Avenue, Swindon SN21EU**
- The *Supply Manager* is  
Name **To be provided to winning supplier**  
Address **British Antarctic Survey, High Cross, Madingley Road, Cambridge, CB3 0ET.**  
The *Adjudicator* is  
Name **Adjudicator to be appointed via mutual consent between the parties**  
Address .
- The Goods Information is in  
**Request For Proposal (RFP) issued via Emptoris on 13/05/16.**
- The Supply Requirements as part of the Goods Information is in  
**Request For Proposal (RFP) & Pricing Schedule issued via Emptoris on 13/05/16**
- The *language of this contract* is **English**
- The *law of the contract* is the law of **United Kingdom**
- The *period for reply* is **2 weeks**
- The *Adjudicator nominating body* is . **To be agreed by both parties.**
- The *tribunal* is **To be agreed by both parties**
- The following matters will be included in the Risk Register  
**Risk 1 – BAS expeditions cannot be undertaken without food and drink provisions hence on-time provision in time for scheduled ship departures is critical. Non supply or severe shortages could lead to operations being cancelled**  
**Risk 2 - Poor quality documentation for inventories and other associated shipping detail will present a risk to ship departures**  
**Risk 3 - Non-compliance with the provisions as specified might need to discontentment amongst consumers**

3 Time

- The *starting date* is **01/08/16.**  
The *Supplier* submits revised programmes at intervals no longer than 12 weeks.

4 Testing and Defects

- The *defects date* is **up to 52 weeks** after Delivery.
- The *defect correction period* is **the period of time between delivery of the goods to the delivery location and 1-day prior to the closure of the shipping inventory entry. (Approximately 2-weeks)** except that
  - The *defect correction period* for **BAS research stations** is **up to 52 weeks**
  - The *defect correction period* for . . . . . is . . . . . weeks.The *defect access period* is **N/A** . days except tha

5 Payment

- The *currency of this contract* is the **Pound Sterling**.
- The *assessment interval* is **2** weeks (not more than five).
- The *interest rate* is **2 %** per annum (not less than 2) above the base rate of the **Bank of England**.

8 Risks, liabilities, indemnities and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is **£5 million**.
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract for any one event is **£5 million**
- The *Supplier's* liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is limited to **£1 million**
- For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to **£1 million**
- The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to **N/A**  
The *Supplier's* total liability to the *Purchaser* 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 **six** years after Delivery of the whole of the *goods* and *services*.

Optional statements

**If the *tribunal* is arbitration**

- The *arbitration procedure* is **. To be agreed by both parties**
- The place where arbitration is to be held is **. To be agreed by both parties**
- 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  
The customer and supplier would both agree on a Arbitrator.

**If the *Purchaser* is to state the *delivery date* of the *goods* and *services***

- The *delivery date* of the *goods* and *services* is  

<i>goods</i> and <i>services</i>	<i>delivery date</i>
As per the Specification	To be advised post award.

**If no programme is identified in part two of the Contract Data**

- The *Supplier* is to submit a first programme for acceptance when the goods are **ready for shipment to BAS specified locations**

**If the *Supplier* is not to bring the *goods* to the Delivery Place more than one week before the Delivery Date**

- The *Supplier* does not bring the *goods* to the **Delivery Place prior to the mutually agreed delivery date.**

**If the period in which payments are made is not three weeks**

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

**If there are additional *Purchaser's* risks**

- These are additional *Purchaser's* risks
  - 1 ..Delivery prior to the require day will incur potential storage costs for BAS
  - 2 .Poor or incorrect labelling will lead to delays in handling and loading

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

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

**If additional insurances are to be provided**

- The *Purchaser* provides these additional insurances
  1. Insurance against **N/A**  
Cover/indemnity is **N/A**  
The deductibles are **N/A**
  2. Insurance against **N/A**  
Cover/indemnity is **N/A**  
The deductibles are **N/A**
- The *Supplier* provides these additional insurances
  1. Insurance against **N/A**  
Cover/indemnity is **N/A**  
The deductibles are **N/A**
  2. Insurance against **N/A**  
Cover/indemnity is **N/A**.  
The deductibles are **N/A**.

**If Option X1 is used**

- The proportions used to calculate the Price Adjustment Factor are  
proportion \_\_\_\_\_ prepared by \_\_\_\_\_

**Prices are fixed for the first 12-month period of the contract and thereafter are subject to annual adjustment via the UK Food Price Index**

\_\_\_\_\_

1.00

- The *base date* for indices is **4<sup>th</sup> August 2017**

**If Option X2 is used**

- A change in the law is a compensation event if it occurs after the Contract Date.

**If Option X3 is used**

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

items and activities	other currency	total maximum payment in the currency
<b>N/A</b>	<b>N/A.</b>	<b>N/A</b>

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

**If Option X7 is used**

- Delay damages for Delivery are  
Delivery of \_\_\_\_\_ amount per day



## **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 Para 1**

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).

#### **Termination Para 2**

The (UKSBS), shall at any time have the right for convenience to terminate the (CONTRACT) or reduce the quantity of Supplies or Services to be provided by the (SUPPLIER) in each case by giving to the (SUPPLIER) reasonable written notice. During the period of notice UK SBS may direct the (SUPPLIER) to perform all or any of the work under the (CONTRACT). Where (UKSBS) has invoked either of these rights, the (SUPPLIER) may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

#### **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.

#### **Clause 5**

##### **Sub-Contractors**

The (UK SBS) may (without cost to or liability of the (UK SBS)) require the (SUPPLIER) to replace any sub-contractor 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.

Signed Name in Capitals:-

For and on behalf of [the Contractor]:-

Date:-

## Part two – Data provided by the *Supplier*

### Statements given in all contracts

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

- The *Supplier* is  
Name .....  
Address .....
- The following matters will be included in the Risk Register  
.....  
.....  
.....
- The *percentage for overheads and profit* added to the Defined Cost is ..... %.
- The *price schedule* is in .....
- The tendered total of the Prices is ..... (in words)  
.....

### Optional statements

#### **If the *Supplier* is to provide Goods Information for his design**

- The Goods Information for the *Supplier's* design is in  
.....  
.....

#### **If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract**

- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are  
.....  
.....

#### **If a programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is .....

#### **If the *Supplier* is to state the *delivery date* of the *goods* and *services***

- The *delivery date* of the *goods* and *services* is  
*goods and services* ..... *delivery date* .....

#### **If Option Y(UK)1 is used**

- The *project bank* is .....
- *named suppliers* are .....