

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 X18 of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are
The Design and Construction of a Data Centre
- The *Employer* is
Name : MRC The Gambia
Address: Atlantic Boulevard, Serrekunda, The Gambia

The *Project Manager* is
Name: Mr. Badou Gaye
Address : MRC The Gambia, Atlantic Boulevard, Serrekunda, The Gambia
- The *Supervisor* is
Name
Address
.....
- The *Adjudicator* is
Name
Address
.....
- The Works Information is in
The Tender Documentation
- The Site Information is in
The Tender Documentation
- The *boundaries of the site* are (TBC)
- The *language of this contract* is English
- The *law of the contract* is the law of England
- The *period for reply* is 2 weeks.
- The *Adjudicator nominating body* is RICS
- The *tribunal* is Arbitration
- The following matters will be included in the Risk Register
 - Political environment deteriorate, resulting in the contractor rejecting to travel to the site
- The *starting date* is 18th November 2016
- The *access dates* are
Full Site access at start of contract

3 Time

	• The <i>Contractor</i> submits revised programmes at intervals no longer than 4 weeks.
4 Testing and Defects	• The <i>defects date</i> is 52 weeks after Completion of the whole of the works. • The <i>defect correction period</i> is 5 weeks except that • The <i>defect correction period</i> for is weeks • The <i>defect correction period</i> for is weeks.
5 Payment	• The <i>currency of this contract</i> is the Pound Sterling • The <i>assessment interval</i> is 4 weeks (not more than five). • The <i>interest rate</i> is 2 % per annum (not less than 2) above the rate of the Bank of England.
6 Compensation events	• The place where weather is to be recorded is Fajara, The Gambia • The <i>weather measurements</i> to be recorded for each calendar month are • the cumulative rainfall (mm) • the number of days with rainfall more than 5 mm • the number of days with minimum air temperature less than 0 degrees Celsius • the number of days with snow lying at hours GMT • and these measurements: • The <i>weather measurements</i> are supplied by The Contractor (site diary) With exceptional weather conditions to be acknowledged by client by signature. • The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at and which are available from Where no recorded data are available • Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are
8 Risks and insurance	• The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is £5,000,000 • The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is £1,000,000
Optional statements	If the <i>tribunal</i> is arbitration • The <i>arbitration procedure</i> is RICS • The place where arbitration is to be held is London • 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 President of the RICS

If the *Employer* has decided the *completion date* for the whole of the works

- The *completion date* for the whole of the works is

If the *Employer* is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the works before the Completion Date.

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

- The *Contractor* is to submit a first programme for acceptance within. weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1.....	
2.....	
3.....	

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

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If there are additional *Employer's* risks

- These are additional *Employer's* risks

- 1.....
- 2.....
- 3.....

If the *Employer* is to provide Plant and Materials

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

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
The deductibles are
 2. Insurance against
Cover/indemnity is
The deductibles are
 3. Insurance against
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

- The *Employer* provides these additional insurances
 1. Insurance against
Cover/indemnity is
The deductibles are
 2. Insurance against

Cover/indemnity is
The deductibles are
3. Insurance against
Cover/indemnity is
The deductibles are

• The *Contractor* provides these additional insurances

1. Insurance against
Cover/indemnity is
2. Insurance against
Cover/indemnity is
3. Insurance against
Cover/indemnity is

If Option X1 is used

• The proportions used to calculate the Price Adjustment Factor are

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

1.00

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

If Option X3 is used

• 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 X5 is used

• The *completion date* for each section of the works is

section	description	completion date
1		
2		
3		
4		

If Options X5 and X6 are used together

• The bonus for each *section* of the works is

section	description	amount per day
1		

2		
3		
4		
Remainder of the <i>works</i>		

If Options X5 and X7 are used together

- Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1		
2		
3		
4		
Remainder of the <i>works</i>		

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *works* is per day.

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are per day.

If Option X12 is used

- The *Client* is

Name

Address

.....

- The *Client's* objective is

.....

.....

.....

.....

.....

- The Partnering Information is in

.....

.....

.....

.....

If Option X13 is used

- The amount of the performance bond is

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract Date.
- The instalments are
(either an amount or a percentage of the payment otherwise due)
- An advanced payment bond is/is not required.

If Option X16 is used

- The *retention free amount* is
- The *retention percentage* is %.

If Option X17 is used

- The amounts for low performance damages are
amount performance level
..... for
..... for
..... for
..... for

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to £10,000,000
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to £10,000,000
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to unlimited.
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to
- The *end of liability date* is 6 years after the Completion of the whole of the works.

If Option X20 is used (but not if Option X12 is also used)

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

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*

- 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

- 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 Termination of the Contract: The Employer is entitled to choose not to continue the contract with the Contractor after completion of the design phase. This will not make the Employer liable to any loss of profit or costs incurred by the Contractor in relation to the contract arising from activities other than specified for the Design phase.

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 working areas are the Site and
- 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 Works Information for his design
- The Works Information for the Contractor's design is in
.....
.....
.....
.....
.....
- If a programme is to be identified in the Contract Data
- The programme identified in the Contract Data is.
- If the Contractor is to decide the completion date for the whole of the works
- The completion date for the whole of the works is.
- If Option Y(UK)1 is used
- The project bank is
 - named suppliers are
-

Data for the Shorter
Schedule of Cost
Components

-
- The *activity schedule* is
 - The tendered total of the Prices is.
 - The percentage for people overheads is %.
 - The published list of Equipment is the last edition of the list published by
.....
 - The percentage for adjustment for Equipment in the published list is
..... % (state plus or minus).
 - The rates for other Equipment are

Equipment	size or capacity	rate
.....		
.....		
.....		
.....		
 - The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....	
.....	
.....	
.....	
 - The percentage for design overheads is %.
 - The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are
.....
.....
.....
.....