

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 (Option A), dispute resolution Option (W1) and secondary Options (X1, X2, X4, X7, Y(UK)3 and Z of the NEC3 Term Service Contract April 2013.
- The service is
 - ISIS Specialist Electrical Work
 - Lot 1 – Electrician Supervisor, Electrician and Improver and Apprentices, Approved Jointer and Cable Installation, Control Panel Builder, cabling installer and General Worker
 - Lot 2 – Consultant Engineer
- The Employer is
 - Name : Science & Technology Facilities Council .
 - Address : Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, OX11 0QX.
- The Service Manager is
 - Name : (Will be released to the successful supplier)
 - Address . (Will be released to the successful supplier)
- The Adjudicator is
 - Name : TBC.
 - Address : TBC.
- The Affected Property is within :
 - Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, OX11 0QX.
- The Service Information is detailed within the Request for proposal
- The language of this contract is English Law.
- The law of the contract is the law of United Kingdom
- The period for reply is 2 weeks
- The Adjudicator nominating body is TBC.
- The tribunal is TBC.
- The following matters will be included in the Risk Register
 -TBC.....
 -
 -

3 Time

- The starting date is following the award of the contract and TBC
- The service period is estimated to be 36 Months with options to extend on a one year plus one year basis

5 Payment

- The assessment interval is 4 weeks (not more than five).
- The currency of this contract is the GBP
- The interest rate is 2% per annum (not less than 2) above the base rate of the Bank of England base rate.

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 £10 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 £10 Million

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 Construction Industry Model Arbitration Rules Current at the date of arbitration referral

The place where the arbitration is to be held is London, England.

- 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 chartered institute of Arbitrators

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 4 Weeks.

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 N/A .

If there are additional *Employer's* risks

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

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 . . .None

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 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
 3. Insurance against N/A
Cover/indemnity is N/A

The deductibles are N/A

If additional insurances are to be provided

- The *Employer* provides these additional insurances
 1. Insurance against
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 .

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

• The *Contractor* 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 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 8 weeks.

If Option X1 is used

• The proportions used to calculate the Price Adjustment Factor : **Prices are fixed for the term of the contract although standard inflation rates will be applicable.**

If Option X2 is used

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

If Option Y(UK)3 is used

• term person or organisation
x13 & x17 . any subcontractors to the main contract.

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

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 STFC which led to its creation will be published by the STFC on a designated web site.

The entire (CONTRACT) and all the sourcing documents issued by the STFC 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 STFC, 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 **STFC** 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 **STFC** 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 **STFC** seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 2

Termination Para 1

The **STFC** 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 **STFC** seeking a declaration that the **(CONTRACT)** is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the **STFC** 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 **STFC** 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 **STFC**.

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 3

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 4

Sub-Contractors

The STFC may (without cost to or liability of the STFC) require the (SUPPLIER) to replace any sub-contractor where in the reasonable opinion of the STFC 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 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