



## **CONTRACT FOR THE PROVISION OF OPCW INSPECTIONS TRAVEL & ACCOMMODATION TO THE DEPARTMENT OF BUSINESS, ENERGY AND INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)**

This Contract is dated 29<sup>th</sup> March 2023 and is made between:-

1. **The Secretary of State for Business, Energy & Industrial Strategy** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and

2. **Selwyns Travel Ltd** (the “Contractor”) whose registered office is at Cavendish Farm Road, Weston, Runcorn, Cheshire, WA7 4LT

### **INTRODUCTION**

- (A) On 3 February the Authority issued a request for proposal for the provision of OPCW inspections’ travel and accommodation, including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 16 February 2023 and entitled ‘OPCW Inspections BEIS Coach Services & Accommodation Proposal’ explaining how it would provide the Services a copy of which is set out in Schedule 2 (the “Proposal”).

The parties agree as follows:-

### **1. SUPPLY OF SERVICES AND PRICE**

In consideration of payment by the Authority, the Contractor will receive a maximum of £76,000 exclusive of VAT (the “Contract Price”) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal to the Authority.

### **2. COMMENCEMENT AND CONTINUATION**

This Contract shall commence on **1 April 2023** and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 3 years with an optional 1-year extension option *or* end on **31 March 2026**.

### **3. TERMS AND CONDITIONS**



3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows: -

### **Calculation of the Contract Price**

- The Contract Price shall be calculated on the basis of the rates and prices set out in Schedule 2 and Schedule 4. The Contract Price shall represent the sole remuneration due to the Contractor under this Contract.
- Transport and driver costs will be charged as per the Pricing Schedule but total charges, for any one coach and driver including mileage, will be capped at [REDACTED] per day.
- Any review in mileage charges which will significantly increase charges (5%+) will be notified to the National Authority (NA) in advance.
- The modified 16-seater coach will be used for routine inspections unless the Authority request otherwise.
- The [REDACTED] charge on accommodation costs will not be increased during the course of the contract.
- Transport and driver charges will be invoiced separately to accommodation and be exclusive of Value Added Tax.
- Where significantly more cost effective to the NA, the Contractor may hire-in other companies transport and drivers but the BEIS Standard Terms and Conditions of Contract for Services, and the Authority's requirements, will still apply. The Contractor should still provide the service if cost savings are marginal (<5%).
- If accommodation meeting the minimum standards set out in the Specification are unavailable more expensive accommodation will be arranged. The best rates available will be sought through either group or government rates. The Contractor will contact the Authority prior to any expenditure being committed.
- The Contractor, including its drivers, is bound by the Official Secrets Act 1989 (c.6).

### **When the supplier can ask to change the Charges**

- The Charges will be fixed for the first year following the Start Date (the date of expiry of such period is a "Review Date"). After this Charges can only be adjusted using the SPPI index related to 'Other Passenger Land Transport Services N.E.C' and the relevant percentage change for a given year will apply.
- The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- Any notice requesting an increase shall include:
  - 1) a list of the Charges to be reviewed;



- 2) for each of the Charges under review, written evidence of the justification for the requested increase including:
  - a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
  - b) details of the movement in the different identified cost components of the relevant Charge;
  - c) reasons for the movement in the different identified cost components of the relevant Charge;
  - d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
  - e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Start Date.
- The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.
- Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

**These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.**

- 3.3 The Contractor's terms and conditions of business shall not apply to this Contract.
- 3.4 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:
  - a) these clauses;
  - b) the Standard Terms (as set out in Schedule 3);
  - c) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
  - d) finally, the Contractor's Proposal (as set out in Schedule 2)

#### **4. CONTRACTOR'S OBLIGATIONS**

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in



accordance with the Specification and exercise reasonable skill and care.

## **5. MANAGEMENT AND COMMUNICATIONS**

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by [REDACTED] (the "Contract Manager") who is an officer in the Authority's Nuclear Directorate, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager.
- 5.3 The Contractor appoints [REDACTED], Sales Manager, Selwyns Travel Ltd., The Old Hall, Cavendish Farm Road, Runcorn WA7 4LT. Email: [REDACTED]. Mob: [REDACTED] to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

## **6. INVOICES AND PAYMENT**

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms.

## **7. TRANSPARENCY**

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the



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government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

**Signed by the parties' duly authorised representatives:-**

For the Secretary of State for Business, Energy & Industrial Strategy

Signature: [REDACTED]

Print Name: ..... [REDACTED] ...

Job Title: [REDACTED]

Date: [REDACTED]

For the Contractor

Signature: [REDACTED]

Print Name: [REDACTED]

Job Title: [REDACTED]

Date: [REDACTED]

**The following Schedules and Annexes form part of this Contract:**

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Standard Terms & Conditions of Contract for Supplies/Services
Schedule 4	Coach and Driver Contract Price/Rate Card
Annex 1	Services Producer Price Index (SPPI)