

Standard Goods Contract

Contract Preliminaries

Version: 1

Date Issue: July 2018

Reference: Standard Goods Contract – Contract Preliminaries

Team: Warwickshire Legal Services

Protective Marking: Public

CONTRACT FOR STANDARD GOODS

Between

WARWICKSHIRE COUNTY COUNCIL

And

[Insert Suppliers Name]

For the purchase of the following Goods:

[Description of Goods]

For information only:

Start Date of Contract:	[XX/XX/XXXX]	End Date of Contract:	[XX/XX/XXXX]
Contract Number:	[cms ref]	Initial Term (Years/Months):	X years
Period of contract extension (if any): X years		Contract value: [xxxx]	
Delivery Date (if different from Contract Start Date): [XX/XX/XXXX]		Cost Centre Manager/Budget Holder: [xxxxx]	

This Contract is made on
between:

1. **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall, Warwick, CV34 4RL (“the Council”); and
2. [REDACTED] (Company Number: [REDACTED]) whose registered office is at [REDACTED] (“the Supplier”)

BACKGROUND

- A. The Council sought proposals for the provision of the Goods by means of a public tender exercise. [The Council placed a contract notice [REFERENCE] on [DATE] in the Official Journal of the European Union seeking expressions of interest from potential providers for the provision of the Goods].
- B. The Council has, through a competitive process, selected the Supplier to provide the Goods and the Supplier is willing and able to provide the Goods in accordance with the terms and conditions of this Contract.

The Parties have agreed as follows:

Basis of Contract

1.1. This Contract comprises of the following documents:

- a) These Contract Preliminaries (including appendices)
- b) Schedule 1 – Definitions and Interpretation
- c) Schedule 2 – Special Terms and Conditions (including any appendices);
- d) Schedule 3 – General Terms and Conditions (including any appendices);
- e) Schedule 4 – Clarifications (if applicable);
- f) Schedule 5 – The Specification; and
- g) Schedule 6 – Invitation to Tender and Supplier’s Tender (if applicable).

and in the event of any conflict between these documents they shall prevail in the order in which they are listed in this clause.

1.2. The Supplier shall supply, and where relevant, install the Goods in accordance with the provisions of this Contract.

1.3. In the event that the Supplier does not comply with the provisions of clause 1.2 of these Contract Preliminaries in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a “Default Notice”).

- 1.4. Where expressly stated, time shall be of the essence in the performance of the Supplier's obligations under this Contract.
- 1.5. The Supplier shall satisfy any conditions precedent as may be required in the Specification.

2. Term

- 2.1. The Contract shall start on the Start Date and continue for the Term.

3. Extending the Term

- 3.1. The Council may extend this Contract beyond the Initial Term by a further period or periods up to the total Extension Period. If the Council wishes to extend this Contract, it shall give the Supplier at least 3 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2. If the Council gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3. If the Council does not wish to extend this Contract beyond the Initial Term it shall expire on the expiry of the Initial Term.

4. Due diligence and Supplier's warranty

- 4.1. The Supplier acknowledges and confirms that:

- a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Goods and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to supply the Goods in accordance with the terms of this Contract;
- b) it has received all information requested by it from the Council pursuant to clause 4.1(a) of these Contract Preliminaries to enable it to determine whether it is able to supply the Goods in accordance with the terms of this Contract;
- c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to clause 4.1(b) of these Contract Preliminaries;
- d) it has raised all relevant due diligence questions with the Council before the Start Date; and
- e) it has entered into this Contract in reliance on its own due diligence.

- 4.2. Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

- 4.3. The Supplier:

- a) as at the Start Date, warrants and represents that all information contained in the Supplier's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to the execution of this Contract; and
- b) shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to

it by the Council during such due diligence which materially and adversely affects its ability to supply the Goods.

4.4. The Supplier shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Supplier in accordance with clause 4.3(b) of these Contract Preliminaries save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Council and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined in accordance with clause 25 of the General Terms and Conditions.

4.5. Nothing in this clause 4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

OPTION 1 –

IN WITNESS WHEREOF this Contract has been duly executed by the Council and the Provider the day and year first before written.

THE COMMON SEAL OF)
WARWICKSHIRE COUNTY)
COUNCIL was hereunto)
Affixed in the presence of)

..... Designated Officer

[SUPPLIER'S NAME])
)

.....Authorised Signatory

OPTION 2 –

IN WITNESS WHEREOF the Council and the Supplier have executed this Contract by hand the day and year first before written.

WARWICKSHIRE COUNTY)
COUNCIL)

.....Designated Officer

[SUPPLIER'S NAME])
)

.....Authorised Signatory

Appendix
Contract Particulars

Start Date: [XX/XX/XXXX]

End Date: [XX/XX/XXXX]/[N/A]

Delivery Date: [by]/[on] [XX/XX/XXXX]

Delivery Location: [XX/XX/XXXX]

Initial Term: [X] years

Extension Period: [[X] optional periods of up to [X] years exercisable at the discretion of the Council][N/A]

Charges: [As set out in the Supplier's Tender at X]

OR

[£[X] [in total/per annum/per month]]

OR

[As set out in the Special Terms and Conditions at X]

Early Payment Terms: [The Supplier agrees to enter into or has already entered into a Supplier Participation Agreement in respect of Early Payment Terms][N/A]

Guarantee Period: [12 months]

Authorised Representative for the Council: [XXXXXX]

Authorised Representative for the Supplier: [XXXXXX]

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