



Homes &
Communities
Agency

INVITATION TO TENDER

Telford: Park Road Japanese Knotweed Excavation Works 2015

Tender Ref: HCAP16007
Contract Number: NL436

Version 3.0, July 2015

Full name of the Supplier completing the Tender	
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Document Control

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Appendix 1: Contract Drawings

Invasive Species Telford Drawing Number: G3010.LM.TelUnsched.004a, Rev A,
09.02.2015, TEP Ltd

Appendix 2: Design Risk Assessment

Appendix 3: Japanese Knotweed Warning Signs – Example

Appendix 4: The Contract

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PART A - INFORMATION

- This section provides information on the required Works Contract.
- Suppliers are required to **READ THIS SECTION** carefully to understand the HCA's requirements.
- This Section **DOES NOT** need to be printed and returned with your completed Tender.

1 Introduction

This Tender document has been issued by the Authority in connection with a competitive procurement procedure. “Authority” means the Homes and Communities Agency (HCA), or anyone acting on behalf of the HCA that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/ “Your” or “Supplier” means the body completing this Tender **i.e. the legal entity seeking to provide the required Works and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

The Homes and Communities Agency

The Homes and Communities Agency (HCA) is the single, national housing and regeneration delivery body for England.

Our vision is to create opportunity for people to live in homes they can afford in places they want to live, by enabling local authorities and communities to deliver the ambition they have for their own areas.

We achieve this by:

- Understanding the needs and aspirations of people and communities through close working with local authorities on local investment planning;
- Enabling local delivery through the channelling of our expertise and investment; and
- Working effectively with the market, housebuilders, investors and other stakeholders.

For more information visit www.gov.uk/hca

In the achievement of this vision, the HCA ‘holds’ large expanses of land and built estate. The HCA is accountable to government for the effective management and disposal of the portfolio and will work with local partners to develop, invest in and dispose of the assets in pursuit of the economic development and regeneration objectives agreed by local partners and in support of local strategies.

Whilst these sites help facilitate the delivery of the vision for the organisation, they also bring duties of care, health and safety, trespass and other liabilities and responsibilities. As part of the solution to manage such liabilities the HCA procure the services of contractors to undertake routine and emergency activities on its estate. Therefore, the HCA’s procurement of works is led by their duty of care in relation to health & safety and building conservation as well as their responsibilities surrounding the economy, environment and society.

2 Procurement Process and Timetable

This Tender is provided on the same basis to all Suppliers.

This Tender takes the form of a Single Stage Tender. All interested candidates who responded to the Contract Notice are Invited to Tender.

No information contained in this Tender or in any communication made between the HCA and any Supplier in connection with this Tender exercise, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Tender. The HCA reserves the right to cancel the process at any time.

Under no circumstances shall the HCA incur any liability in respect of this Tender or any supporting documentation. The HCA will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their response to this Tender.

Direct or indirect canvassing of any Ministers, public sector employee or agent by any potential bidder concerning this requirement, or any attempt to procure information from any of the above concerning this Tender may result in disqualification of the Supplier from consideration for this requirement.

The Tenders are to be evaluated against the following pre-determined award criteria. A Suitability Assessment will be required to be completed and passed before Suppliers can proceed to further evaluation of Quality and Price.

Part A, [Section 12](#) 'Evaluation Criteria', sets out the evaluation criteria & scoring methodology on which this tender exercise will be evaluated. Suppliers should refer to this information throughout the completion of 'Part B: Documents to be Returned'. The Contract will be awarded on the basis of the most economically advantageous tender.

Evaluation Factor	Weighting
Price	80%
Quality	20%

Set out below is the proposed procurement timetable. This timetable is intended as a guide and, whilst the HCA does not intend to depart from the timetable, it reserves the right to do so at any time.

SUPPLIERS SHOULD NOTE THAT THE DEADLINE FOR TENDER SUBMISSION IS THE DEADLINE FOR SUBMISSION OF COMPLETED PRICED TENDER DOCUMENTATION.

Procurement Stage	Indicative Date [2015]
Contract Notice published	Wednesday 08 th July
Deadline for Tender Questions	Wednesday 29 th July at 17.00hrs
Deadline for Tender Submissions (at HCA Gateshead)	Monday 3rd August at 13.00hrs
Tender Analysis	Tuesday 4 th August to Friday 14 th August
Notification of intention to award contract	Monday 17 th August
Pre-Contract Meeting	Week commencing 17 th August
Contracts awarded and signed	Week commencing 17 th August
Commencement	Monday 24 th August

2.1 Procurement Queries

This procurement process is being managed by The Environment Partnership (TEP) Limited on behalf of the HCA. TEP's named point of contact for the procurement of this contract is Lindsey Cunliff. All requests for further information in respect of the contract should be sent using the contact details below. No approach of any kind should be made to any other person within, or associated with, the HCA.

Any questions in respect of this Tender **should be submitted in writing:**

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By e-mail to: HCATenders@tep.uk.com

By post to: The Environment Partnership (TEP) Limited
Genesis Centre
Birchwood Science Park
Birchwood
Warrington
WA3 7BH

Please refer to [Section 2](#) 'Procurement Process and Timetable' for **Deadline for Tender Questions**.

Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and the HCA. The HCA will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and the HCA considers any clarification question to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded.

All responses received and any communication from Suppliers will be treated in confidence but will be subject to the above.

So as to receive notifications of clarification questions asked by Suppliers and the Agency's response, **Suppliers must click the 'Watch this Notice'** button on the notice within Contracts Finder to receive email notification when changes/updates are made to the notice. Please note in order to use this feature Suppliers must be registered with Contracts Finder. It is the Suppliers responsibility to check Contracts Finder for any updates to the procurement process throughout the tender process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.

2.2 Submission of Tender

Please refer to [Section 2](#) 'Procurement Process and Timetable' for **Deadline for Tender Submission**.

Suppliers must submit their Tender by:

- Paper submission (one hard copy), please do not bind or submit in ring binders; and
- Full supporting digital copy (including all supporting material) on a suitable storage device (CD/Memory Stick).

The completed Tender **MUST** be returned **using the digital tender label provided** by post. Suppliers should ensure that suitable provision is made to ensure that the document is received by the deadline.

Completed Tender documents may be submitted at any time before the closing date. Please note that completed Tenders received after the closing date may be rejected.

Tenders submitted bearing any marks identifying the Supplier will not be opened. Particular care should be taken that the Suppliers identity is not apparent from any image or resulting from a postal franking device, appearing on the envelope or package.

3 Instructions and Information

3.1 General Information

Suppliers are invited to complete all parts of the enclosed Part B: Documents to be Returned and submit, together with any requested supporting information, by the due date for return.

Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender documents issued (or subsequently amended by the

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HCA) will be accepted for consideration. The HCA's decision on whether or not a Tender is acceptable will be final.

The Supplier should check the tender documentation for obvious errors and missing information. Should any such errors or omissions be discovered he must inform the named point of contact for the tender as noted in [Section 2.1](#) 'Procurement Queries' at once in writing. No alteration may be made to any of the documents attached thereto without the written authorisation of the HCA. If any alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

Suppliers have been asked to include a single point of contact in their organisation for their response to the Tender Document (As detailed in Section 1.3 of Form B2 Suitability Assessment). The HCA shall not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must therefore undertake to notify any changes relating to the contact promptly or they will be unable to receive communications from the HCA.

Suppliers should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Suppliers organisation, this should be indicated with an explanation.

Questions should be answered in English.

Suppliers should ensure all requested information is provided in accordance with the Tender Checklist provided within 'Form B8 Tender Return Checklist'. Information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, make a satisfactory response to the question, or supply documentation referred to in responses, within the specified timescales, may mean that the Tender is not further evaluated.

Suppliers must be explicit and comprehensive in their response to this Tender as this will be the single source of information on which responses will be evaluated.

The HCA expressly reserves the right to require Suppliers to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender.

3.2 Suitability Assessment

The Suitability Assessment has been designed to assess the suitability of a Supplier to deliver the Authority's contract requirement(s).

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.

Where requirements as specified within the Suitability Assessment ([Form B2](#)) are not currently held, Suppliers are required to identify how they intend to deliver the Works on award i.e. securing the qualifications on award and prior to the start of the contract, or sub-contracting to a suitably qualified third party.

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of the Suitability Assessment document.

3.2.1 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in Section 5 of the Suitability Assessment relating to Technical

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and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the Preferred Supplier only.

This information will normally be required to be provided within 7 days of informing the Preferred Supplier(s) and in any case prior to undertaking of Pre-Contract Meeting.

3.2.2 Sub-contracting arrangements

Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the sub-contracting arrangements template provided at the end of the Suitability Assessment should be completed to provide details of the proposed bidding model, that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should, therefore, notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.2.3 Consortia arrangements

If the Supplier completing the Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided;

- Names of all consortium members;
- The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

All members of the consortium will be required to provide the information required in **all** sections of the Suitability Assessment as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.2.4 Confidentiality

When providing details of contracts in answering Section 5 of the Suitability Assessment (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contact in Section 5 regarding the contracts included. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

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The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

3.2.5 Grounds for Mandatory Exclusion

The following guidance relates to the Suitability Assessment [Section 2 - Grounds for mandatory exclusion](#).

You may be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice.

Any Supplier that answers ‘Yes’ to questions 2.1 Grounds for Mandatory Exclusion and 2.2 Non Payment of taxes must refer to [Section 3.2.7 Self-Cleaning](#).

3.2.6 Grounds for Discretionary Exclusion – Part 1

The following guidance relates to the Suitability Assessment [Section 3 - Grounds for discretionary exclusion – Part 1](#).

Conflicts of interest

In accordance with Question 3.1(e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Suppliers’ Past Performance

In accordance with question (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the Suitability Assessment. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Any Supplier that answers ‘Yes’ to questions 2.2 Grounds for Discretionary Exclusion must refer to [Section 3.2.7 Self-Cleaning](#).

3.2.7 Self-cleaning

Any Supplier that answers ‘Yes’ to questions 2.1 Grounds for Mandatory Exclusion, 2.2 Non-payment of taxes and 3.1 Grounds for discretionary exclusion should provide sufficient evidence, in a separate

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Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

- Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

3.2.8 Technical and Professional Ability

The following guidance relates to the Suitability Assessment [Section 5 - Technical and Professional Ability](#).

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.

The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

4 Scope of Works

The HCA is seeking to appoint a competent Supplier for the provision of Japanese Knotweed Removal Works for land at Park Road, Telford. The site is an undulating plot of land due to be developed for housing in Autumn 2015.

Suppliers should be members of the Property Care Association (PCA) and/or Invasive Non-Native Specialists Association you will be required to provide evidence of this should you be the preferred Supplier (please refer to Form B2 Suitability Assessment, Section 1.4 Licensing & Registration). Where a Supplier is not a member of the above trade organizations you must provide evidence of accreditation to a commensurate scheme or evidence of a proven track record of experience in Japanese Knotweed Removal Works using a separate Appendix (using the ‘Template for Appendices’).

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Pre-commencement of Site Works

Before the commencement of any earth or spraying works, the Supplier's site Foreman shall inspect the site with the Contract Administrator, to locate any existing Japanese Knotweed. Particular attention shall be paid to site boundaries and adjoining land. All occurrences of Japanese Knotweed are to be recorded on plans retained by Supplier for reference.

Once the extent of Japanese Knotweed has been confirmed (following completion of the initial site visit identified above) the Supplier should produce a Japanese Knotweed Management Plan prior to commencement of the Works. The content of the Japanese Knotweed Management Plan should be agreed with the Contract Administrator and will be subject to approval by the Contract Administrator. The Supplier should refer to Environment Agency guidelines in determining the content of the Plan. This Management Plan shall detail and serve as record of the treatment of the site and any ongoing treatment, monitoring and management of Knotweed for future owners/users.

Access

Access is to be gained via the defined route off Park Road indicated in Drawing No. G3010.LM.TelUnsched.004a (included within Appendix 1) through the existing metal field gate. Any variation from this route is to be agreed with the Contract Administrator.

Access to the Site is through padlocked gates. The Supplier will be given a key as appropriate. The Supplier shall be required to sign for that key which shall be available for audit and is returnable to the HCA upon demand. Should the Supplier be unable to return the key the HCA shall levy a charge of £50.00 plus VAT to cover the cost of a replacement key. The Supplier is responsible for the security of the site. Should any unauthorised incursions occur (including that associated with Travellers) during the course of the Works, the Supplier shall be liable for any costs incurred in the removal, reinstatement of the ground where necessary and in cleansing the Site. Any such costs shall be payable by the Supplier as a debt due to the HCA.

There are no Tree Preservation Orders (TPO's) on site. However, care should be taken to ensure that no trees are to be impacted upon during any operations such as plant movement through Root Protection Areas (RPA). If pruning is required to enable access, the Contract Administrator shall be notified at the earliest opportunity.

A temporary track surface is to be installed to access low-lying areas of the site which have a tendency to become saturated following rainfall. Specification if varied from K Trakpanel supplied by Eve Trakway (Tel: 08700 767676, Email: mail@evetrakway.co.uk) requires notification and approval from the Contract Administrator.

If damage or significant rutting occurs outside the area of operation, this is to be made good at the Suppliers own expense.

Stats

The Supplier should take all necessary precautions in completing the Works to identify the location of services in accordance with HSG47. Any unknown risks should be reflected in any risk assessments and method statements required to complete the Works. It is ultimately the responsibility of the Supplier to establish the location of any Services. The Supplier will be responsible for the costs associated with any reinstatement/repair works required to rectify damage to any utilities on site and any associated costs arising as a result of loss of services.

Welfare & Compound

The Supplier shall be responsible for the provision of all welfare facilities required for the duration of the Works. Should the Supplier require to establish a compound on site, the exact location for this will be agreed with the Contract Administrator prior to commencement of the Works. Suppliers must take a photographic log of the compound area prior to, and on completion of the Works. The Supplier will be required to reinstate any area used as site storage/compound at his own expense.

Operations

Nine stands of Japanese Knotweed are recorded on site indicated in Drawing No. G3010.LM.TelUnsched.004a (included within Appendix 1).

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Excavation

Works are required to excavate all stands of Japanese Knotweed within the Development Boundary (as identified in Drawing No. G3010.LM.TelUnsched.004a (included within Appendix 1) and remove off-site as Controlled Waste to an authorised landfill. Excavations are to continue to 5m beyond the development boundary. Suppliers shall provide costed options to backfill excavation pits with clean fill subsoil/topsoil from surrounding areas within the development boundary. Any voids greater than 5 cubic metres and/or 1.5m deep should be infilled with imported, clean/uncontaminated stone suitable for vibro-compaction ground improvement with no deleterious material, Type 6F2 specification to ensure no steep drops remain.

Exclusion zone fencing will be erected around all the current stands of Japanese Knotweed at no less than 7m laterally from each stand. The areas should be clearly demarcated.

Removal of a stand of Japanese Knotweed may require that soil be removed to a distance of up to 7m from the outermost stems and to a maximum depth of 3m below the soil surface in accordance with Environment Agency guidance. Supervision of excavation is to be undertaken by a suitably experienced operative to chase rhizomes and minimise the extent of excavations and subsequent disposal to landfill, yet ensuring that all rhizome material is removed. All the staff working on the site should be able to identify the Japanese knotweed rhizome helping to reduce waste costs and improve how Japanese knotweed is managed on the site.

Excavation is to be undertaken with a wheeled excavator in order to reduce the risk of spreading fragments of rhizomes across the sites in the treads. Soil resulting from the excavation work shall be loaded into tippers which are filled to a minimum of 200mm from the top and covered to prevent spillage on route.

Loading must occur over polythene sheeting to enable any spillages to be cleared. Any soil excavated in this way is considered contaminated. Any waste taken off site must be taken by a licensed waste carrier as per Section 33 (1a) and (1b) of the Environmental Protection Act 1990 and go to a landfill suitably authorised to receive it. The Supplier shall have all responsibility for liaising with the authorised landfill to ensure that there is suitable area for disposal and that any necessary preparations can be made. It is advised that this liaison is undertaken prior to commencement of the Works. The Supplier will be responsible for ensuring any necessary soil analysis is undertaken to confirm presence/absence of contamination within site soils to the satisfaction of the suitably authorised landfill.

Waste must be handled responsibly and in accordance with the law at all stages between its production and final recovery or disposal. Waste transfer notes must be completed and signed by the Supplier giving a written description of the waste, which is sufficient to enable the receiver of the waste to handle it in accordance with their own duty of care. A copy of these waste transfer notes signed by both the Supplier and the receiver of the waste shall be passed to the Contract Administrator with any invoice for payment. Invoices **will not be paid** until Waste transfer notices have been received.

Vehicles used to excavate the contaminated material will need to undergo biosecurity measures in order to prevent spread. Vehicles working within clearance areas or handling material stored within any stockpile areas will be subject to biosecurity measures within these areas before being used in other parts of the site.

Any vehicles or machinery used in this process must be thoroughly cleaned to remove contaminated soil, seeds and rhizome material, prior to leaving the exclusion zone. These measures will consist of brushing down all parts of the vehicle and spraying with Glyphosate to decontaminate. This is to prevent contaminating other parts of the site or off-site areas. Material left after the vehicles have been cleaned must be contained, collected and disposed of along with the other Japanese knotweed material. Area's where vehicles are cleaned should be regularly checked for regrowth and treated appropriately.

As an additional precaution, it is recommended that all vehicle/machinery used during the Works are kept within the exclusion zones until all Works are complete to further reduce the risk of transporting contaminated material elsewhere around the site.

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On completion of the Works an excavation report should be provided to the Contract Administrator. This excavation report shall include all waste transfer notices associated with the delivery of the Works. The final format of the excavation report shall be subject to approval of the Contract Administrator.

Chemical Treatment (Spraying)

Chemical Treatment (Spraying) is to be undertaken using Glyphosate to areas as identified in drawing G3010.LM.TelUnsched.004a (included within Appendix 1) 'Knotweed Chemical Treatment' within areas owned by Telford and Wrekin Council, as highlighted in Blue.

It is essential that a competent and qualified person carries out the herbicide treatment. Herbicides shall only be handled and applied by persons holding a valid Certificate of Competence issued under the Control of Pesticides Regulations 1986. The Supplier shall provide the Contract Administrator with copies of the Certificates for each relevant person undertaking spraying activities. Where necessary, the Supplier shall engage a specialist subcontractor to comply with this requirement.

All storage and application of herbicides shall be carried out in accordance with the Control of Pesticides Regulations 1986 (or later amendments if issued). The approved product label is the principal source of reference for each product. A copy of the product label shall be supplied to the Contract Administrator at least 24 hours before any application together with a method statement and risk assessment. The Supplier shall be responsible for notifying the Environment Agency where necessary.

The most effective time to apply glyphosate is from May to September (or before cold weather causes leaves to discolour and fall). The majority of herbicides are not effective during the winter dormant stage because they require living foliage to take up the active ingredient. Disrupting the rhizome by disturbing the soil is likely to result in substantial regrowth. This should be avoided at all costs.

Application is to be undertaken as a foliar spray when shoots have fully open leaves and are in active growth. The Supplier shall use specialised application methods such as telescopic lances and ULV equipment where necessary to achieve good spray coverage. The spray must not be permitted to contact desirable plants. Where Japanese knotweed is within vegetation to be retained or where small amounts of re-growth are present, spot application of glyphosate using a suitable method is to be substituted. Where spraying of flowering Japanese knotweed is required spraying should be undertaken in late evening.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The Glyphosate is then to be applied after regrowth of shoots has established fully open leaves.

Once vegetation has died back fully, and no later than the first emergence of new shoots, standing vegetation is to be cut and retained in situ, to be treated again by subsequent herbicide application.

Table 1 below outlines the implementation schedule for the Works.

Table 1: Recommended Treatment Plan

Year	Action	Action by	Date
2015	Install chespale fencing (or similar) to prevent access to the infestation. Erect Japanese knotweed warning signs (see Appendix 3 for example)	Supplier (with on-site advice from Contract Administrator)	May
	Apply glyphosate	Supplier	May
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment

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	Apply glyphosate	Supplier	July
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
	Apply glyphosate	Supplier	September
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
2016	Apply glyphosate	Supplier	May
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
	Apply glyphosate	Supplier	July
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
	Apply glyphosate	Supplier	September
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
2017	Apply glyphosate	Supplier	May
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
	Apply glyphosate	Supplier	July
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment
	Apply glyphosate	Supplier	September
	Inspect & monitor	Contract Administrator / Suitably qualified person	2 weeks after treatment

Root Barrier

A root barrier is to be installed in the location as identified in drawing G3010.LM.TelUnsched.004a (included within Appendix 1). Prior to installation the alignment of the barrier will be pegged out by the Supplier and is subject to approval of the Contract Administrator prior to installation.

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The root barrier is to be triple coated, twin reinforced, impermeable polyethylene barrier membrane, buried to 3m to prevent the possibility of Japanese Knotweed entering the site via Rhizome growth in the future. The barrier shall be reinforced by a plywood frame.

It is essential that the integrity of the root barrier membrane is maintained, and there is a minimum number of seams. Ideally, root barrier membrane material should consist of a single sheet.

Given that Japanese knotweed rhizome may remain dormant for at least 20 years, it is important that a root barrier membrane carries a guarantee well beyond that time. We require a manufacturer's guarantee of at least 50 years.

The location of the barrier membrane is to be recorded by the Contractor details of which are to be provided to the Contract Administrator to ensure the barrier is not disrupted by any future developments and landscaping.

Monitoring

Throughout the duration of the Works, the Site should be regularly monitored by a suitably qualified person to identify any new shoots and, if necessary, the Supplier may be requested to amend the treatment plan as outlined within the Japanese Knotweed Management Plan at project outset. The monitoring should extend to the entire site boundary.

Following the issue of Practical Completion, the entire site shall be subject to inspection every 6 months for a period of two full growing seasons. A report shall be submitted within 14 days of each inspection to the Contract Administrator. If regrowth is found over this period, following works to correct defects, the entire area must be subject to inspection for a further two growing seasons following last detection of growth. Where development has commenced before completion of the monitoring period a further 2 years of attendance and inspection must take place and there must be no evidence of further regrowth. Suppliers are required to provide an annual cost for inspection and reporting. Requirements for ongoing monitoring will be agreed with the Contract Administrator prior to each growing season.

Warranty & Reporting

Suppliers are required to provide a 10 year Company Backed Warranty to the HCA and Telford & Wrekin Council as joint owners of the property for the excavation Works element only, to cover the entire defined site. This cover shall include encroachment from adjoining property. The Company backed Warranty shall be transferable for a modest fee.

Furthermore, the Supplier will be required to provide a 10 year Insurance Backed Guarantee to both the HCA and Telford & Wrekin Council, whereby in the unlikely event that the Supplier is unable to honor obligations of its Company Warranty, the Insurance Backed Guarantee is present to meet these obligations. The Company Backed Warranty will be subject to review and approval of the HCA and Telford & Wrekin Council – a copy of this warranty shall be provided as part of your tender return. The wording of the Insurance Backed Guarantee shall reflect the wording agreed between the Supplier and the HCA/Telford & Wrekin Council within the Company Warranty. When considering the appropriateness of Insurance Backed Guarantees the financial security of the Insurer will be considered and therefore the likelihood of an Insurer to meet its obligations, Suppliers shall confirm the underwriter of the Insurance Backed Guarantee as part of this Tender return. The Insurance Backed Guarantee shall be transferable to third parties e.g. developer, new owners of the land for a modest fee.

Site Visit

Suppliers are required to visit the site prior to Pricing for the Works and will be required to confirm this in writing within their tender return. No claims will be allowed after submission of the tender for lack of, information or other reasons which could have been resolved by such a visit to site. Details of access arrangements are provided within [Form B7](#) Access Arrangements and Site Visit Confirmation included within Part B Documents to be Returned.

Road Sweeping

The Supplier shall include a cost of daily sweeping of the road adjacent to the site at the end of each working day in order to prevent mud sticking to the carriageway surface and becoming a potential hazard to moving vehicles.

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Traffic Management

The Supplier shall include a cost for traffic management if large vehicles are due to block Park Road for any period of time during the operations.

Communication

The Supplier must communicate its approach to general management including that of traffic and the like to adjacent properties prior to commencement of the Works.

Quantities

Suppliers shall review all quantities included within the Form B4 Works Schedules which are provided for guidance purposes only. Suppliers shall make their own assessment of the actual quantities required by visiting the site prior to submitting a tender. The Specification describes the requirements, but all the Works implied thereby or necessary for the full and proper completion of the Contract is to be performed by the Supplier in the best and most suitable manner.

The Supplier should note that all items of Work have been described in reasonable detail, but the Supplier shall consider them in conjunction with the actual work on site and shall include in his price for everything necessary to allow him to carry out the Works in the best manner, whether specifically mentioned or not.

The Supplier is required to supplement the information contained in the Contract Drawing G3010.LM.TelUnsched.004a (Appendix 1) in such a manner as he shall consider appropriate and as normal custom and practice in order that the quantified Schedule of Works forming the basis of his tender shall form an accurate and comprehensive representation of the various items which together form the Works. No claim for additional monies, or for extension of time, will be allowed due to any failure on the part of the Supplier to recognise the diagrammatic and preliminary nature of the drawings and make due allowance in this tender accordingly.

Insurance

Suppliers should note requirements for the following level of insurances which apply to the Works:

- £10 Million Employers Liability;
- £10 Million Professional Indemnity Insurance; and
- £5 Million Public Liability.

Health and Safety

It is acknowledged that the Works are subject to the Construction Design and Management Regulations 2015, but due to duration are deemed to be non-notifiable. A Designers Risk Assessment has been completed for the Works and is included within Appendix 2. Suppliers should ensure that they have reviewed and are familiar with the content of this document prior to pricing the Works. Suppliers should refer to the Designers Risk Assessment in the production of method statements and risk assessments for the Works.

The successful Supplier should fully consider risks associated with working on a development site and shall take all necessary precautions in planning and undertaking the Works to consider this. Any unknown risks should be reflected in any risk assessments and method statements for the Works. Should the Supplier encounter any item or feature that is unexpected then they shall cease works immediately and contact the Contract Administrator.

General Matters

The anticipated commencement date for the Works is Monday 27th July 2015. Suppliers should ensure that they have the availability and capacity to commence and deliver the Works within the required timescales.

The winning Supplier will be expected to develop a good working relationship with the HCA and/or their appointed agent(s) to ensure delivery of high quality Works. Where appropriate the Supplier may be required to co-operate and work with other Contractors appointed by the HCA or Third Parties on the Park Road, Telford Site.

5 The Contract & Administration

A digital copy of the contract has been provided with this document. The Contract Terms & Conditions shall be those of the JCT Minor Works Building Contract 2011 (MW 2011) subject to the enclosed Schedule of Amendments, a copy of which is provided within Appendix 4 for information purposes.

The submission of a Tender will denote the Suppliers acceptance of an undertaking to comply with the clauses contained in the Tender.

The Contract is envisaged to be for a period of 2 weeks.

Administration

The HCA is the Client for the Service and will be responsible for all remuneration to the Supplier.

The NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015 Contract will be managed by The Environment Partnership (TEP) Limited, or any other person as the Employer may nominate from time to time.

The tendering Supplier should appoint a Contract Manager to oversee the management of the Works and staff, the Contract Manager should have the appropriate seniority and skills to facilitate the effective delivery of the Contract. In the event of absences or annual leave the Supplier should nominate a suitable alternative contact for the Contract.

The Tenderer will be required to attend a Pre-Contract Meeting with HCA or its appointed Contract Administrator.

The Supplier will be required to attend site meetings with HCA or its appointed Contract Administrator. It is envisaged that these meetings will be on commencement and completion of the Works however, HCA reserve the right to change the frequency of the meetings dependent on Suppliers performance and other issues arising.

6 Quality

A Quality Submission schedule has been provided with this Tender ([Form B3](#)), which must be **completed and returned** as part of the tender response.

7 Pricing

A Works Schedule has been provided with this Tender ([Form B4](#)) which must be completed and returned as part of the tender response.

Suppliers are required to bring forward the total Fixed Price to the Form of Tender contained within [Form B5](#). No alteration may be made to the Works Schedule provided.

Please ensure Form B5 is at the front of your response.

Price will account for 80% of the overall score and is to be evaluated as outlined below

Price Evaluation

Marks available for Pricing will be given on the basis of variance from 'Best Price'.

Whereby;

Supplier 1 bid the lowest total rates and is awarded 100% of the marks available for this section which is 80 marks.

Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 72.73 marks

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Note: the example figures below are purely illustrative to demonstrate scoring

	Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score
Supplier 1	£50,000	£50,000	100%	80.00
Supplier 2	£51,000	£50,000	102%	78.43
Supplier 3	£53,000	£50,000	106%	75.47
Supplier 4	£55,000	£50,000	110%	72.73
Supplier 5	£60,000	£50,000	120%	66.67

The Supplier shall bear all costs associated with the preparation and submission of the Tender. The Supplier shall satisfy himself before submitting his Tender that he has adequate labour to provide the Service and that he is able to obtain all supplies and equipment required in connection with the Service. The Supplier is to formulate its Price taking into account (but not exclusively limited to) the following factors:

The Supplier is to formulate its Price taking into account (but not exclusively limited to) the following factors:

- The Supplier **must visit** and inspect the site and satisfy himself of the full requirements of the Contract, prior to submission of his Tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the extent, character and accessibility of the site and all other conditions affecting the Works. Please note Suppliers are to provide written confirmation of undertaking site visits;
- No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained;
- The Supplier shall liaise with the statutory service providers as necessary for the location of services which may require to be verified and isolated/disconnected for the safe execution of the Works. The Supplier will be responsible for the disconnection of any statutory services deemed necessary for the safe execution of the Works;
- The accuracy and dimensions scaled from the drawings is not guaranteed;
- Suppliers must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. Quantities required for tendering will be the responsibility of the Supplier;
- All necessary equipment, administration, management overheads, profit and the like; and
- **The Person submitting this Tender must have the necessary authority to enter into Contractual Arrangements on behalf of the organisation and certify that they are able to undertake the Works at the Tendered price. This includes any authority from Parent Companies.**

Where the rates stated do not appear to be reasonable, the HCA may initially seek clarification from the Supplier. If after clarification has been sought and the HCA still considers rates provided to be either excessively high or divisively low and unjustified in relation to the services, the HCA may reject the Tender.

The HCA may also reject a Tender where the evidence supplied does not satisfactorily account for the abnormally low rates, with specific reference to the economics of the services provided; exceptionally favourable conditions for the supply of services; obligations to subcontractors; applicable environmental, social and labour law; and the risk of State aid.

8 Transparency

This procurement and award of this Contract is subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of Tender documentation issued by the HCA and the Contract between the HCA and Supplier. Suppliers should highlight any areas they consider commercially sensitive in order for the HCA to be able to honour our transparency obligations without undermining the Suppliers commercial interests.

The contract value associated with the successful Tender and the name of the Supplier may be published. As part of the Governments Transparency Agenda, the HCA regularly makes available details of expenditure in excess of £500.00 by Supplier.

9 Freedom of Information

Suppliers are advised that the HCA is subject to the Freedom of Information Act 2000 ("The Act"). If a Supplier considers that any of the information provided as part of this procurement procedure should not be disclosed because of its commercial sensitivity, confidential or otherwise, they must, when providing this information, clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity. The HCA shall take such statements into consideration in the event that it receives a request pursuant to the Act which relates to the information provided by the interested party. Please note, it is insufficient to include a statement of confidentiality encompassing all the information provided in the response.

10 Bribery and Corruption

The HCA takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with the HCA. Please refer to our [Anti-bribery and Corruption Policy](#) for further information.

11 Health and Safety

Suppliers wishing to tender for HCA contracts which involve physical Works or Services such as construction, demolition or building maintenance, must either be registered and assessed by a prequalification assessment scheme which is a member of SSIP (Safety Schemes in Procurement), be able to demonstrate membership of an equivalent scheme or complete a Health and Safety Questionnaire.

SSIP membership must either already be in place, or be likely to be in place when Tenders are to be returned to the HCA. Therefore, it is recommended that applications should already be submitted when Suppliers submit their Suitability Assessment. Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>.

If a Supplier is already registered and compliant with a SSIP approved scheme, then the requirements for your Suitability Assessment response will be reduced. The validity of SSIP membership will be checked and verified.

If your organisation is a designer (construction related) or providing Principal Designer Services (as defined in Construction (Design and Management) Regulations 2015 (CDM 2015)), you will need to be registered and assessed as a Designer or Principal Designer. Details of SSIP schemes which undertake such assessments can be found at <http://www.ssip.org.uk/>.

Although the HCA recognises any SSIP approved scheme, its preferred prequalification scheme is CHAS (Contractor Health and Safety Assessment Scheme). In order to register with CHAS and

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undergo an assessment you will need to visit the CHAS website <http://www.chas.gov.uk/downloadq.asp> and download the relevant application forms.

There is one form for employers with 5 employees or over (Appendix 2) and one for employers with less than 5 employees and sole traders (Appendix 2a).

Please follow the online instructions and guidance for completing your application form and arranging for your application to be assessed. Please note that CHAS will charge a small fee to cover the cost of your assessment. Details of fees can be obtained from the web site.

Your application should normally be assessed within 10 to 15 working days of CHAS receiving your completed questionnaire; however, it is recommended that you apply as soon as possible to ensure that your registration is in place and satisfactory prior to submitting your Suitability Assessment.

Suppliers who are not a SSIP member and do not plan to be by the time tender returns are due can either submit details of equivalent membership or complete the Health and Safety Questionnaire. Details of equivalent membership schemes will be investigated and the HCA reserves the right to contact Suppliers to investigate this further in order to assess these fairly. For the avoidance of doubt details of equivalent membership schemes will need to be provided in English.

12 Evaluation Criteria

RELATING TO PART B, FORM B2 – SUITABILITY ASSESSMENT			
<ul style="list-style-type: none"> All Suppliers are required to complete the Suitability Assessment. Criteria for Evaluation are Pass or Fail. The Suitability Assessment will be evaluated first. If a Supplier 'fails' any element of the Suitability Assessment, then further Quality and Price submissions will not be evaluated. Scoring from the Suitability Assessment will not be taken forward to the 'Overall Score', this will be based on 'Quality and Price'. 		Scoring methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Evaluation Guidance
1	Supplier Information		
1.1	Supplier Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
1.2	Bidding Model	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If the Supplier completing this Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided; <ul style="list-style-type: none"> names of all consortium members; the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix. <p>All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment i.e. each member of the consortium is required to complete the form.</p> <p>Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.</p> <p>If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.</p>

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1.3	Contact Details	Pass/Fail	<p>Pass – all information/documentation provided Fail – major information requirements missing</p> <p>Suppliers have been asked to include a single point of contact in their organisation for their response to Section 1.3 of the Suitability Assessment. The HCA shall not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must therefore undertake to notify any changes relating to the contact promptly or they will be unable to receive communications from the HCA.</p> <p>If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.</p>
1.4	Licensing and Registration	Pass/Fail	<p>Pass – all information/documentation provided Fail – major information requirements missing</p> <p>If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.</p>
2	Grounds for Mandatory Exclusion	Pass/Fail	<p>The HCA may treat as ineligible and may not select an economic operator in accordance with the Regulations, if the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the defined offences.</p> <p>Pass – all questions answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA.</p> <p>Fail – failure to answer any questions or any question answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.</p>
3	Grounds for discretionary exclusion – Part 1	Pass/Fail	<p>The HCA may treat as ineligible and may not select an economic operator in accordance with the Regulations, if the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the defined offences.</p> <p>Pass – all questions answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA.</p> <p>Fail – failure to answer any questions or any question answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.</p>

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4 Economic and Financial Standing			
Please note: Information relating to Economic and Financial Standing will only be evaluated for the Preferred Supplier(s) following evaluation of Quality and Price.			
4.1/4.2	Demonstration of Economic and Financial Standing	Pass/Fail	<p>Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.</p> <p>In reaching our conclusion on an Suppliers economic financial standing (pass or fail), the financial information presented will be assessed by the HCA’s in-house, professionally qualified financial due diligence team. Consideration of the financial information provided will include the following:</p> <ul style="list-style-type: none"> • Completeness of financial information provided – failure to provide one of the five permitted form of financial information and associated explanation considered a ‘fail’ • Age of financial information provided – where the latest financial statements have yet to be filed within their due date, the HCA will request draft financial statements and/or management accounts from the Supplier to enable a more up to date review. Failure to provide additional information in a suitable formats identified will constitute a ‘fail’; • Opinion of the auditors within the financial statements – concerns over going concern considered a ‘fail’. No going concern issues considered a ‘pass’ • Suppliers currently the subject to any kind of administration or liquidation arrangements will be considered a ‘fail’. Absence of administration or liquidation arrangements considered a ‘pass’ • The level and nature of outstanding CCJs (either disclosed or obtainable from public registers) – ability to fund CCJs from existing case reserves considered a ‘pass’, inability to fund CCJs from existing cash reserves considered a ‘fail’ <p>Pass – all above 5 measures considered a ‘pass’ Fail – one or more of the above 5 measures considered a ‘fail’</p>

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4.3	Level of Economic and Financial Standing	Pass/Fail	<p>Both average turnover for the last two years (or equivalent value) is equal to or more than x2 the contract value* (as tendered including any provisional sums, contingent sums, options and later phases) and the current ratio (current assets/current liabilities) is greater than 1.</p> <p>Fail – Either average turnover for the last two years (or equivalent value) is less than x2 the contract value as tendered including any provisional sums, contingent sums, options and later phases) or current ratio (current assets/current liabilities) is equal to or less than 1.</p> <p>*The HCA reserves the right to use information relating to other contracts they have awarded and/or bidding with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage. In assessing this the HCA will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.</p>
4.4	Financial Guarantee	Pass/Fail	<p>Pass – all information/documentation provided. Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of the HCA.</p> <p>Fail – major information requirements missing. Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of the HCA.</p>
5	Technical and Professional Ability	Pass/Fail	<p>Pass – Sections 5.1 to 5.4 OR 5.5 complete in full with information which relates to the subject matter of the contract</p> <p>Fail – 5.1 to 5.4 OR 5.5 incomplete.</p>
6A.1	Insurance	Pass/Fail	<p>Pass – minimum requirements for insurance are in place, or an assurance is provided to confirm that the insurance will be in place by the contract commencement date</p> <p>Fail – minimum requirements for insurance are not in place, and no assurance is provided to confirm that the insurance will be in place by the contract commencement date</p> <p>Employers Liability Insurance - £10m Professional Indemnity Insurance - £10m Public Liability Insurance - £5m</p>
6A.2	Company Warranty	Pass/Fail	<p>Pass - all information/documentation provided, warranty is to the satisfaction of the HCA.</p> <p>Fail – major information missing and/or warranty provided does not meet HCA requirements.</p>
6A.3	Insurance Backed Guarantee	Pass/Fail	<p>Pass - all information/documentation provided, guarantee is to the satisfaction of the HCA.</p> <p>Fail – major information missing and/or guarantee provided does not meet HCA requirements.</p>

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6B	Compliance with equality legislation	Pass/Fail	<p>Pass – Sections B.1 & B.2 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section B.3 answered ‘yes’</p> <p>Fail – failure to answer Questions B.1 – B.3 or Sections B.1 & B.2 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction and/or Section B.3 answered ‘no’</p>
6C	Environmental Management	Pass/Fail	<p>Pass – Sections C.1 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section C.2 answered ‘yes’</p> <p>Fail – failure to answer Questions C.1 – C.2 or Sections C.1 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction and/or Section C.2 answered ‘no’</p>
6D Health and Safety			
Part 1			
1.1	Health and Safety Policy	Pass/Fail	<p>Pass – Question 1.1 answered ‘yes’ and Health and Safety Policy provided is to the satisfaction of the HCA; or for Suppliers that are self-employed or employ less than 5 people information has been provided on arrangements for management of health and safety to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Questions 1.1, Question 1.1 answered ‘No’, or information provided on Health and Safety Policy or management arrangements for health and safety is not to the satisfaction of the HCA.</p>
1.2	SSIP Registration	Pass/Fail	<p>Pass – Question 1.2 answered ‘yes’ or information has been provided on a similar scheme which is to the satisfaction of the HCA; or you are in the process of registration to a SSIP scheme and date of registration is proposed to be achieved prior to contract commencement as indicated in Section 2’ Procurement Process and Timetable.</p> <p>Fail – Failure to answer Question 1.2. Question 1.2 answered ‘no’ or information on similar scheme is not to HCA’s satisfaction, or proposed date of registration does not meet with project timescales for contract commencement as indicated in Section 2’ Procurement Process and Timetable.</p> <p>Please note: Suppliers that are not registered with SSIP or equivalent scheme are required to provide their health and safety policy documentation and complete Part 2, Health and Safety Questionnaire. Please refer to Evaluation Criteria, Health and Safety, Part 2 for the assessment criteria.</p>
1.3	Enforcement	Pass/Fail	<p>Pass – Question 1.3 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Questions 1.3, or Question 1.3 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.</p>
1.4	Use of Sub-contractors	Pass/Fail	<p>Pass – Question 1.4 answered ‘yes’.</p> <p>Fail – Failure to answer Question 1.4, or Question 1.4 answered ‘no’</p>

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1.5	RIDDOR	Pass/Fail	<p>Pass – No injury, disease or dangerous occurrence reported to the enforcing authorities under RIDDOR, or any details provided on injury, disease or dangerous occurrence show effective remedial action and changes in procedures as a result of incidents to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Question 1.5 or details provided on injury, disease or dangerous occurrence and the remedial action and changes in procedures as a result of incidents are not to the satisfaction of the HCA.</p>
Part 2			
3.1 – 3.12	Health and Safety Questionnaire	Pass/Fail	<p>Pass – Answered ‘yes’ to all questions and appropriate evidence provided to the satisfaction of the HCA.</p> <p>Fail – Answered ‘no’ to one or more question or answered ‘yes’ to all question but one or more questions were not supported by appropriate evidence and or the evidence provided is not to the satisfaction of the HCA.</p>

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RELATING TO PART B, FORM B3 - QUALITY

- Quality will account for 20% of the Overall Score.
- A **Quality threshold** will be applied to this Tender. Should a Tenderer score below 4 marks (poor response) for any Quality Question then Price Submissions will NOT proceed to final evaluation.
- Guidance notes have been provided which indicate to Suppliers information that the HCA will use to evaluate a response.
- Evaluation criteria will be based on a scoring of 0 – 10, the details of which are shown to the right.
- Please note maximum page limits in respect of each question. Only information within the maximum page threshold will be reviewed.

Scoring methodology:

0 - 3 Poor response, not scored

4 – 6 Average response to requirement and some examples provided

7 – 8 Good response to requirement and good range of examples provided

9 – 10 Excellent response to the requirement good range of examples, highly relevant to the contract requirements

Evaluator's will initially work independently. Once they have completed their independent marking they will meet to discuss, understand and moderate any difference in the marks they have awarded via a consensus meeting, where a single consensus score for each question will be agreed.

The scoring will be on the basis of whole numbers and the consensus score will also be a whole number. A good response will, for example, gain a score of 8 or 7. The difference in the score will be on the basis that limitations have been identified, but these are not so serious as to reduce the score to 6 (i.e. average). These minor limitations are however sufficient that a score of 7 may be more appropriate than 8. Where scores are subsequently weighted, there is potential for fractions of full marks to be awarded. These will be expressed as decimals to two decimal places

Number	Criteria	Demonstrated by	Weighting
1	Technical Question 1 Delivery of Works <i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i>	Particular consideration should be given (but not limited to) the following: <ul style="list-style-type: none"> • How will you deliver compliance with the contract documents, Scope of Works and supporting information? • What management and resource structure would you adopt for the delivery of the Service; and • Please demonstrate competence of key personnel to be used on the project via CV's, training certificates, qualifications and project experience to support the response. In particular competence/evidence of the following should be provided <ul style="list-style-type: none"> (a) Contract Management e.g. CSCS Contracts Manager Card; (b) Proven track record of experience in Japanese Knotweed Removal Works. (c) Ability to understand principals of Risk Management e.g. CIEH Level 2/3 Risk Assessment Principles & Practices, NEBOSH, IOSH etc. (d) First aid training relevant to the roles and responsibilities; (e) Use of Plant/Machinery including chainsaws, hedge trimmers, ride on mowers e.g. Construction Plant Competence Scheme (CPCS); and (f) Training/experience in use of pesticides/herbicides. <i>Suppliers should refer to Specification, Contract Drawings and Schedule of Works provided in this Tender.</i>	15%

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2	<p>Technical Question 2</p> <p>Risk Management</p> <p><i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i></p>	<ul style="list-style-type: none">• Who will be responsible for health and safety of the project what qualifications and experience do they have to demonstrate they are suitable and competent to provide this role?• What approach would you take to identifying risks associated with the Service?• How will you identify the risk owner?• How will you ensure measures are implemented to safeguard and mitigate risks to the HCA, You and Third Parties and how will you communicate these?	5%
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RELATING TO PART B, FORM B4 – WORKS SCHEDULE

Price will account for 80% of the Overall Score

The contract will be awarded on the basis of the overall most economically advantageous tender submitted to the HCA.

Criteria	Demonstrated by	Weighting																														
Price	Provision of rates for a range of operations, which are carried forward into Form B4 Schedule of Works	<p>Supplier 1 bid the lowest total rates and is awarded 100% of the marks available - 80 marks.</p> <p>Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 72.73 marks</p> <p>Note: the example figures below are purely illustrative to demonstrate scoring</p> <table><tr><th></th><th>Total weighted rate</th><th>Lowest Rate</th><th>% score in relation to lowest Tender.</th><th>Score</th></tr><tr><td>Supplier 1</td><td>£50,000</td><td>£50,000</td><td>100%</td><td>80.00</td></tr><tr><td>Supplier 2</td><td>£51,000</td><td>£50,000</td><td>102%</td><td>78.43</td></tr><tr><td>Supplier 3</td><td>£53,000</td><td>£50,000</td><td>106%</td><td>75.47</td></tr><tr><td>Supplier 4</td><td>£55,000</td><td>£50,000</td><td>110%</td><td>72.73</td></tr><tr><td>Supplier 5</td><td>£60,000</td><td>£50,000</td><td>120%</td><td>66.67</td></tr></table>		Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score	Supplier 1	£50,000	£50,000	100%	80.00	Supplier 2	£51,000	£50,000	102%	78.43	Supplier 3	£53,000	£50,000	106%	75.47	Supplier 4	£55,000	£50,000	110%	72.73	Supplier 5	£60,000	£50,000	120%	66.67
	Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score																												
Supplier 1	£50,000	£50,000	100%	80.00																												
Supplier 2	£51,000	£50,000	102%	78.43																												
Supplier 3	£53,000	£50,000	106%	75.47																												
Supplier 4	£55,000	£50,000	110%	72.73																												
Supplier 5	£60,000	£50,000	120%	66.67																												

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Worked example of how your Quality score will be used to give a weighted score

Supplier	Q1 - Score out of 10	Weighting	Weighting Multiplier	Weighted Score
A	6	15%	1.5	9
B	8	15%	1.5	12

Worked example of how your Price will be used to calculate a score

Supplier A	Supplier A Form of Tender price	Lowest price as % of Supplier A price	Supplier A marks out of 80
	350	$350/350 = 100\%$	$100\% * 80 = 80$
Supplier B	Supplier B Form of Tender price	Lowest price as % of Supplier B price	Supplier B marks out of 80
	700	$350/700 = 50\%$	$50\% * 80 = 40$

Worked example of Overall Result

Supplier	Quality Score	Price Score	Total Score	Ranked Position
A	9	80	89	1
B	12	40	52	2

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PART B – DOCUMENTS TO BE RETURNED

- The Supplier **SHOULD RETURN ALL DOCUMENTS** within the following section as part of their Tender response.

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Form B1 Certificate of Non-Collusion and Non-Canvassing

In recognition of the principal that the essence of Tendering is that the Homes and Communities Agency shall receive bona fide competitive Tenders from all those Tendering:

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (i) communicate to a person other than the person calling for this Tender, the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (ii) enter into an agreement with any person that they shall refrain from Tendering or as to the amount of any Tender submitted; and
 - (iii) offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to have done in relation to any other Tender, any act or thing of the sort described above.
5. We have not canvassed or solicited any employee of the Homes and Communities Agency, in connection with the award of this Tender or any other Tender or proposed award of the Tender for the supply of Supplies, Works and/or Services and that to the best of our knowledge and belief nor has any person employed by us or acting on our behalf, done any such act.
6. We further hereby undertake that we will not in the future canvass or solicit any employee of the Homes and Communities Agency, in connection with this Tender or any other Tender or proposed Tender for the supply of Supplies, Works and/or Services and that no person employed by us or acting on our behalf will do any such act.

IN THIS CERTIFICATE

1. 'Person' includes any person, any body or association corporate or incorporate.
2. 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.
3. 'Any canvassing or soliciting' includes any direct or indirect canvassing or any attempts to obtain information by any means.

Signed:

Date:

Name:

In the Capacity of:

Duly authorised to sign for and on behalf of:

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Form B2 Suitability Assessment

Introduction to Suitability Assessment

The Suitability Assessment sets out the information which is required by the HCA in order to assess the suitability of potential Suppliers. In assessing the answers to the questions, the HCA will be seeking evidence of the Suppliers capability to perform the contract.

Suppliers must complete all sections of the Suitability Assessment. The Suitability Assessment will be evaluated prior to reviewing Quality/Price information. The Suitability Assessment is evaluated on Pass/Fail criteria. Should a Supplier 'Fail' any section then Quality/Price information will not be evaluated.

Suppliers who self-certify that they meet specified requirements will be required to provide evidence of this if they are successful at contract award stage.

1 Supplier Information

1.1 Supplier Details

Full Legal name of the Supplier completing the Suitability Assessment		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please provide signed written confirmation from a duly authorised person within the Parent Company that your organisation has the authority to enter into this contract or that the Parent Company has provided necessary authority for your organisation to do so.	<p><i>Written confirmation provided from Parent Company</i></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If No, please provide details below as to why this has not been provided.</p>	
Please confirm which organisation will be entering into Contract e.g. your organisation or your Parent Company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding Model

Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself.	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver some of the Works.	<input type="checkbox"/> Yes If yes , please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for using the sub-contracting arrangements template included at the end of this Suitability Assessment.
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the Works.	<input type="checkbox"/> Yes If yes , please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for using the sub-contracting arrangements template included at the end of this Suitability Assessment.
<p>The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.</p> <p>All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.</p>	
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix (using the 'Template for Appendices') to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>

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- e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).

If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model, including details of the **actual** or **proposed** shareholding of the constituent members within the new legal entity using a separate Appendix (**using the 'Template for Appendices'**).

☐ Yes

Consortium members

Current lead member

Name of Special Purpose Vehicle

1.3 Contact Details

SUPPLIER CONTACT DETAILS FOR ENQUIRIES ABOUT THIS SUITABILITY ASSESSMENT	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

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1.4 Licensing and Registration

LICENSING AND REGISTRATION (please mark 'X' in the relevant box)								
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <p>If Yes, please provide the registration number in this box.</p> <table border="1"><thead><tr><th>Professional Body</th><th>Registration Number</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table> <p>Please Note</p> <p>Suppliers should be members of the <u>Property Care Association (PCA)</u> and/or <u>Invasive Non-Native Specialists Association</u>. You will be required to provide evidence of this should you be the Preferred Supplier.</p> <p>Where a Supplier is not a member of the above trade organizations you must provide evidence of accreditation to a commensurate scheme or evidence of a proven track record of experience in Japanese Knotweed Removal Works using a separate Appendix (using the 'Template for Appendices').</p>	Professional Body	Registration Number				
Professional Body	Registration Number							

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1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p> <p>Details specifically on Waste Carriers Licence are required to be provided here.</p> <p>Details specifically on Certificate of Competence issued under the Control of Pesticides Regulations 1986 are required to be provided here</p>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <table border="1"><tr><td>Upper Tier Licence</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr><tr><td>Name of licence carrier</td><td></td></tr><tr><td>Registered address</td><td></td></tr><tr><td>Licence Number</td><td></td></tr><tr><td>Expiry Date</td><td></td></tr></table> <p>If the organisation has identified they do not hold a waste carriers licence, please provide details as to any exemptions which apply and/or how waste will be managed in the delivery of the Service.</p> <div></div> <p>Does your organisation have staff who hold relevant certification of competence for use of herbicides issued under the Control of Pesticide Regulations 1986.</p> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <p>Please note: The Supplier will be required to provide evidence of certification for specific staff allocated to deliver the Works should you be the Preferred Supplier.</p>	Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of licence carrier		Registered address		Licence Number		Expiry Date	
Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>											
Name of licence carrier												
Registered address												
Licence Number												
Expiry Date												

2 Grounds for mandatory exclusion

The Authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs 2.1 (a) to (n), or paragraph 2.2;

Any Supplier that answers '**Yes**' should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. Please refer to Part A Information, [Section 3.2.7](#) for further information.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	<input type="checkbox"/>	<input type="checkbox"/>
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	<input type="checkbox"/>	<input type="checkbox"/>
(c) the common law offence of bribery;	<input type="checkbox"/>	<input type="checkbox"/>
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	<input type="checkbox"/>	<input type="checkbox"/>
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	<input type="checkbox"/>	<input type="checkbox"/>
(i) the offence of cheating the Revenue;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) the offence of conspiracy to defraud;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	<input type="checkbox"/>	<input type="checkbox"/>

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(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	<input type="checkbox"/>	<input type="checkbox"/>
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	<input type="checkbox"/>	<input type="checkbox"/>
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	<input type="checkbox"/>	<input type="checkbox"/>
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	<input type="checkbox"/>	<input type="checkbox"/>
(ix)	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	<input type="checkbox"/>	<input type="checkbox"/>
(f)	any offence listed—		
(i)	in section 41 of the Counter Terrorism Act 2008; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	<input type="checkbox"/>	<input type="checkbox"/>
(g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	<input type="checkbox"/>	<input type="checkbox"/>
(h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	<input type="checkbox"/>	<input type="checkbox"/>
(i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	<input type="checkbox"/>	<input type="checkbox"/>
(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	<input type="checkbox"/>	<input type="checkbox"/>
(k)	an offence under section 59A of the Sexual Offences Act 2003;	<input type="checkbox"/>	<input type="checkbox"/>
(l)	an offence under section 71 of the Coroners and Justice Act 2009	<input type="checkbox"/>	<input type="checkbox"/>
(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	<input type="checkbox"/>	<input type="checkbox"/>

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(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	<input type="checkbox"/>	<input type="checkbox"/>
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix (using the 'Template for Appendices') to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>	<input type="checkbox"/>	<input type="checkbox"/>

3 Grounds for discretionary exclusion – Part 1

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j);

Any Supplier that answers ‘Yes’ should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. Please refer to Part A Information, [Section 3.2.7](#) for further information.

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	<input type="checkbox"/>	<input type="checkbox"/>
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	<input type="checkbox"/>	<input type="checkbox"/>
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<input type="checkbox"/>	<input type="checkbox"/>
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures.	<input type="checkbox"/>	<input type="checkbox"/>
	Where there is an indication that a conflict of interest exists or may arise then the Supplier shall inform the Authority use a separate Appendix (using the ‘ Template for Appendices ’) of the details of the conflict.	
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less	<input type="checkbox"/>	<input type="checkbox"/>

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intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/>	<input type="checkbox"/>
(h) your organisation:-		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or	<input type="checkbox"/>	<input type="checkbox"/>
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or	<input type="checkbox"/>	<input type="checkbox"/>
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	<input type="checkbox"/>	<input type="checkbox"/>
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/>	<input type="checkbox"/>

4 Economic and Financial Standing

FINANCIAL INFORMATION		
4.1.	<p>Please <u>self-certify</u> whether you already have, or can commit to provide the following:</p> <ul style="list-style-type: none"> Up to date financial information in the form of full audited (or unaudited) financial accounts. Where these are not available it is possible to provide details of most recent year trading or a current statement on financial position backed by bank letter or alternative means including management accounts. This financial information should support the measures identified in below Relevant latest auditors report identifies that the organisation is a going concern Statement that the organisation is not subject of administration or liquidation arrangements Statement that any outstanding CCJs can be met by existing cash reserves. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	<p>Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of as part of the Tender return. For financial standing it is recognised that this evidence may take a variety of forms reflecting the circumstances and organisation type or size. To demonstrate your financial standing you will be required to provide one of the following <u>as part of your tender submission</u>:</p> <p>Please Note: Where the information provided under (a), (b) or (c) is more than one year old, an explanation of this must be provided along with additional data in line with option (d) or (e). Organisations who have provided information above in accordance with options (a), (b) or (c) can provide additional in with option (d) or (e) if appropriate to the organisation's circumstances.</p>	
	(a) A copy of the full audited accounts for the most recent two years	<input type="checkbox"/>
	(b) If (a) is not a viable option, a copy of the full non-audited accounts for the most recent two years	<input type="checkbox"/>
	(c) If (b) is not a viable option, an explanation of why (a) and (b) are not available or appropriate and a statement of the turnover, income and expenditure account, balance sheet, and cash flow for the most recent year of trading for this organisation	<input type="checkbox"/>
	(d) If (c) is not a viable option, an explanation why (a), (b) and (c) are not available or appropriate and a statement of the income and cash flow forecast for the current year and a bank letter outlining the current cash and credit position	<input type="checkbox"/>
	(e) If (d) is not a viable option an explanation of why (a), (b), (c) and (d) are not available or appropriate (e.g. a newly formed company) and alternative means of demonstrating financial status (e.g. management accounts or similar showing forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts).	<input type="checkbox"/>

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4.3	<p>The specified level of economic and financial standing are a minimum annual turnover x2 the contract value* (value taken from Form B5 Form of Tender) and current ratio (current assets/current liabilities) of 1 for this Suitability Assessment.</p> <p>Please self-certify by answering 'Yes' or 'No' that you meet these requirements.</p> <p>* The HCA reserves the right to use information relating to other contracts and awarded contracts with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No								
4.4	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1" data-bbox="304 779 1198 1093"> <tr> <td>Full name of ultimate parent organisation</td> <td></td> </tr> <tr> <td>Registered address of parent</td> <td></td> </tr> <tr> <td>Registered company number</td> <td></td> </tr> <tr> <td>Relationship to the supplier completing the Suitability Assessment</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank)?</p>	Full name of ultimate parent organisation		Registered address of parent		Registered company number		Relationship to the supplier completing the Suitability Assessment		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Full name of ultimate parent organisation										
Registered address of parent										
Registered company number										
Relationship to the supplier completing the Suitability Assessment										

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5 Technical and Professional Ability

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES				
		Contract 1	Contract 2	Contract 3
5.1	Name of customer organisation			
5.2	Point of contact in customer organisation			
	Position in the organisation			
	E-mail address			
5.3	Contract start date			
	Contract completion date			
	Estimated Contract Value			
5.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

PROTECT – COMMERCIAL

6 Additional Suitability Assessment modules

Suppliers who self-certify for these additional modules will be required to provide evidence of this if they are the Preferred Supplier(s).

Please Note: This information will normally be required to be provided within 7 days of informing the Preferred Supplier(s) and in any case prior to undertaking of Pre-Contract Meeting.

Please indicate your answer by marking 'X' in the relevant boxes.

A Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £10m Professional Indemnity Insurance = £10m Public Liability Insurance = £5m</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	<p>Please certify that you Company can provide a 10 Year Company Backed Warranty</p> <p>It is recognised that these Warranties may take a variety of forms. You will be required to provide a copy of your Company Warranty <u>as part of your tender submission</u>. The HCA will review your Warranty for suitability and may request further information to clarify/confirm the Warranty cover provided.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	<p>Please certify that you can provide a 10 year Insurance Backed Guarantee</p> <p>Please note: When considering the appropriateness of Insurance Backed Guarantees the financial security of the Insurer will be considered and therefore the likelihood of an Insurer to meet its obligations, Suppliers shall confirm the <u>underwriter of the Insurance Backed Guarantee as part of this Tender return</u>. The Insurance Backed Guarantee must be transferable to third parties e.g. developer, new owners of the land for a modest fee.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

B Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix (using the Template for Appendices), a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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	discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

C Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix (using the Template for Appendices) of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D Health and Safety

PART 1			
1.1	<p>Please certify that your organisation has a Health and Safety Policy that complies with current legislative requirements, which has been signed by the Chief Executive (or equivalent) within the last two years.</p> <p>If you are self-employed or employ less than 5 people and do not have a written health and safety policy document, then briefly outline your arrangements for managing health and safety within your business in a separate Appendix.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.2	<p>Is your organisation registered with a health and safety prequalification scheme which is registered with Safety Schemes in Procurement, SSIP</p> <p>If yes, please provide the name of scheme that you are registered with and date of registration below, and then go to question 1.3.</p> <p>Please Note: You will be required to provide evidence of your SSIP accreditation if you are the Preferred Supplier(s).</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Name of Scheme	Date of registration	Expiry date

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	<p>If you are not registered with SSIP but are registered with a similar scheme please provide details in a separate Appendix including date of registration, scheme details or links to where this information is available online.</p> <p>If you are in the process of registering with SSIP or equivalent schemes please provide details in a separate Appendix including date of application and date the registration is likely to be completed.</p> <p>If you are not registered with SSIP or equivalent scheme, then please enclose a copy of your health and safety policy document with your submission and complete Part 2, Health and Safety Questionnaire.</p>																																																					
1.3	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide date and details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>						<input type="checkbox"/> Yes <input type="checkbox"/> No																																															
1.4	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>						<input type="checkbox"/> Yes <input type="checkbox"/> No																																															
1.5	<p>Has your organisation had to report any injury, disease or dangerous occurrence to the enforcing authorities as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) within the last three years?</p> <p>If yes, please provide details in the table below.</p>						<input type="checkbox"/> Yes <input type="checkbox"/> No																																															
	<table border="1"> <thead> <tr> <th rowspan="2">Year</th> <th colspan="7">Number of</th> </tr> <tr> <th>Over 3 day injuries</th> <th>Major injuries</th> <th>Fatal injuries</th> <th>Injuries to the public</th> <th>Industrial diseases</th> <th>Dangerous Occurrences</th> <th>Average workers employed in the period</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Year	Number of							Over 3 day injuries	Major injuries	Fatal injuries	Injuries to the public	Industrial diseases	Dangerous Occurrences	Average workers employed in the period	2015								2014								2013								2012							
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2015																																																						
2014																																																						
2013																																																						
2012																																																						
<p>Please Note: You may be required to provide details on injury, disease or dangerous occurrence as defined under RIDDOR should you be selected as the Preferred Supplier.</p>																																																						

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Part 2 Health & Safety Questionnaire

This section should only be completed if your response to **Question 1.2** requires this section to be completed. Indication of the supporting evidence required is provided. Suppliers will be required to provide this supporting evidence if they are the Preferred Supplier(s) only.

PART 2		
2.1	<p>Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management?</p> <p>Indication of supporting evidence to be provided If yes, Please provide evidence of a periodically reviewed Health & Safety Policy, endorsed by the Chief Executive (or equivalent). The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation. <i>(Organisations with fewer than 5 employees, please see Note 1 below)</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2	<p>Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing / preventing incidents, occupational ill-health and accidents?</p> <p>Indication of supporting evidence to be provided If yes, please provide details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce. <i>(Organisations with fewer than 5 employees, please see Note 1, below)</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3	<p>Do you have access to competent H&S advice/assistance – both general and sector related?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence of how your organisation obtains access to competent H&S advice. <i>(Please see Note 2, below)</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4	<p>Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, training arrangements to ensure that its staff / workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5	<p>Does your staff / workforce have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake?</p> <p>Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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2.6	<p>Do you check, review and where necessary improve your H&S performance?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, an on-going system for monitoring H&S procedures on an on-going basis and for periodically reviewing and updating that system as necessary.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.7	<p>Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements a means of consulting with its staff/ workforce on H&S matters and show how staff/ workforce comments, including complaints are taken into account.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.8	<p>Do you routinely record and review accidents/ incidents and undertake follow-up action?</p> <p>Indication of supporting evidence to be provided If yes, demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.9	<p>Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged?</p> <p>Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation's supply chain is appropriate to the work likely to be undertaken.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.10	<p>Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary?</p> <p>Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work ('method statements'). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent. <i>(Organisations with fewer than 5 employees, See Note 1, below).</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.11	<p>Do you have arrangements for co-operating and co-ordinating your work with others (including other suppliers, notably contractors)?</p> <p>Indication of supporting evidence to be provided If yes, please provide explanation of how co-operation and co-ordination of the work is achieved in practice, and how other organisations are involved in drawing up method statements / safe systems of work etc. including arrangements for response to emergency situations. This should include details of how comments and input from your suppliers will be taken into account and how external comments including any complaints, will be responded to.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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2.12	<p>Do you have arrangements for ensuring that on-site welfare provision meets legal requirements and the needs / expectations of your employees?</p> <p>Indication of supporting evidence to be provided If yes, demonstrate and provide evidence about how you ensure suitable welfare facilities will be in place before starting work on site, whether provided by a site-specific arrangement or your own organisational measures.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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NOTE 1: Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.

NOTE 2: Access to competent in-house advice, in whole or part, is preferred. It is essential that H&S advisor(s) are able to provide general and industry specific e.g. construction, H&S advice.

7 Completion Checklist

7.1 List of enclosures/attachments

Please confirm that you have completed all the sections within this Suitability Assessment and where appropriate; that you have enclosed the relevant information with your completed submission.

Section	Completed (Yes/No)	Enclosed (Yes/No)
1 Supplier Information		
1.1 Supplier Details	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2 Bidding Model	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Option C – Details provided of your proposed bidding model, including members of the supply chain, % work delivered by each sub-contractor and key contract deliverables each sub-contractor will be responsible for, using the 'Sub-contracting Arrangements Template'.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Option D – Details of your consortium and explanation as to the alternative arrangements i.e. why a new legal entity is not being created using the 'Template for Appendices'.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Option E – Full details of the bidding model using the 'Template for Appendices'.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.3 Supplier Contact Details for Enquiries about this Suitability Assessment	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.4 Licensing and Registration	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/>
1.4.2 – If Yes, please provide additional details of what is required for you to be licensed or a member of a relevant organisation to provide the requirements and confirmation that you have complied with this.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Grounds for Mandatory Exclusions	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.2 Non Payment of Taxes	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Grounds for Discretionary Exclusion – Part 1	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 Economic and Financial Standing		
(a) A copy of the audited accounts for the most recent two years	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) If (a) is not a viable option, a copy of the full non-audited accounts for the most recent two years	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Section	Completed (Yes/No)	Enclosed (Yes/No)
(c) If (b) is not a viable option, an explanation of why (a) and (b) are not available or appropriate and a statement of the turnover, income and expenditure account, balance sheet, and cash flow for the most recent year of trading for this organisation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(d) If (c) is not a viable option, an explanation why (a), (b) and (c) are not available or appropriate and a statement of the income and cash flow forecast for the current year and a bank letter outlining the current cash and credit position	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(e) If (d) is not a viable option an explanation of why (a), (b), (c) and (d) are not available or appropriate (e.g. a newly formed company) and alternative means of demonstrating financial status (e.g. management accounts or similar showing forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts).	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
The specified level of economic and financial standing are a minimum annual turnover x2 the contract value and current ratio (current assets/current liabilities) of 1 for this Suitability Assessment. Please self-certify by answering 'Yes' or 'No' that you meet these requirements.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?		
Ultimate / parent company accounts provided, if available.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirmation of Ultimate / parent company willingness to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirmation that you can obtain a guarantee elsewhere (e.g from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5 Technical and Professional Ability	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6 Additional Suitability Assessment Modules		
6A.1 Insurance Public Liability £5m Employers Liability £10m Professional Indemnity £10.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6A.2 10 Year Company Backed Warranty Copy provided	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6A.3 10 Year Insurance Backed Guarantee Information provided	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6B Compliance with Equality Legislation	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , to questions B.1 and/or B.2 please provide additional details using the 'Template for Appendices' providing further details as requested	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Section	Completed (Yes/No)	Enclosed (Yes/No)
6C Environmental Management	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , to question C.1 please provide additional details using the 'Template for Appendices' providing further details as requested	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6D Health and Safety	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Part 1	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Part 2 Health & Safety Questionnaire	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Template for Appendices

Appendix Number -
Suitability Assessment Section -
Question number -

Template for Sub-Contracting Arrangements

If your answer to 1.2 'Bidding Model' is (b) or (c) please indicate in the table below (by inserting the relevant company/organisation name) the composition of the supply chain, the percentage of work to be delivered by each sub-contractor and the key contract deliverables that each sub-contractor will be responsible for.

Company/Organisation	How much of the requirement will be delivered by the Prime Contractor (%) and what will the sub-contractor / consortia deliver directly (%)?	Key contract deliverables that each sub-contractor will be responsible for (please list).

Of the identified sub-contractors above, please indicate the number of sub-contractors that fall into the following business classifications

Business Classification	Please Indicate Number
Voluntary, Community and Social Enterprise (VCSE)	
Small or Medium Enterprise (SME) ²	
Sheltered workshop	
Public service mutual	

Where sub-contractors will play a role in the delivery of this service you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please give a brief outline on policy regarding the use of sub-contractors.

Methodology for procuring and managing supply chain (maximum of 1 side of A4)

² See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

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Form B3 Quality Submission

To enable the HCA to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Works outlined in Section 4.

Unless otherwise stated, the page limit for each set of questions is limited as detailed within Section 12 Evaluation Criteria. Any text beyond this will be ignored and will not be evaluated.

Suppliers **should refer to [Section 12](#) 'Evaluation Criteria', contained within Part A** of this document as to the relevant weighting of each question and the scoring framework that will be used within the evaluation.

Weighting – 15%

1. What method will you take to the overall delivery of the Works on site?

Weighting – 5%

2. How will you ensure that the risks of the project are considered?

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Form B4 Works Schedule

See attached individual spreadsheet Form B4 Schedule of Works (Excel Document), provided alongside this Invitation to Tender.

Total Fixed price should be carried forward to the Form of Tender within Form B5, which is to be printed and signed and returned at the front of your tender response.

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Form B5 Form of Tender

Homes and Communities Agency

FORM OF TENDER – SUPPLIERS TO CARRY FORWARD TOTAL PRICE FROM FORM B4 PRICING SCHEDULE

NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015 Tender Reference: HCAP16007

Chief Executive
HCA

I/We.....(Supplier's name)
having read the tender documentation delivered to us and do hereby offer to provide the NL436 Telford:
Park Road Japanese Knotweed Excavation Works 2015 described, for the sum carried from the Works
Schedule of:

£.....
.....
.....
(amount in words taken from Form B4 Works Schedule).

This Tender remains open for acceptance for six calendar months from the tender return date.

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance
indemnifying us and the Employer against such liability with a limit of indemnity of not less than £5
million in any one accident, unlimited in any one year.

I/We understand that it may be necessary to negotiate a level of cost acceptable to the Employer.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other
conditions made by the Supplier in connection with this tender figure will be accepted by the Employer
and any such insertion, endorsement or condition shall render the tender liable to rejection by the
Employer.

Dated this..... day of[2015]

SIGNED.....	WITNESS
PRINT NAME.....	ADDRESS
POSITION IN COMPANY.....
NAME & ADDRESS COMPANY	WITNESS
.....	ADDRESS

*IN THE CASE OF PARTNERSHIPS OR SOLE PRACTITIONERS A PARTNER OR THE SOLE
PROPRIETOR MUST SIGN HERE.

The Homes and Communities Agency does not bind themselves to accept any tender and no expense
by a person submitting a tender will be paid for.

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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PROTECT – COMMERCIAL

Form B6 Document Receipt Confirmation

As part of this Tender exercise a number of documents have been provided to the Supplier to inform the pricing of the Works documents provided as part of this Tender exercise are listed below:

Document Title	Format	Location
Contract Drawing <ul style="list-style-type: none">Invasive Species Telford Drawing Number: G3010.LM.TelUnsched.004a, Rev A, 09.02.2015, TEP Ltd	PDF	Appendix 1 to the ITT Document
Design Risk Assessment	PDF	Appendix 2 to the ITT Document
Japanese Knotweed Warning Sign - Example	PDF	Appendix 3 to the ITT Document
The Contract	PDF	Appendix 4 to the ITT Document
NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015_INVITATION TO TENDER	PDF	Provided as PDF
NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015_PART B DOCUMENTS TO BE RETURNED	Word	Provided as separate document to ITT
NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015_ FORM B4 WORKS SCHEDULE	Excel	Provided as separate document to ITT

I, the undersigned, state that I received the documents listed above and inspected the Works specified stated in the Contract Documentation for NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015.

Date of Receipt: _____

Company: _____

Name: _____

Signed: _____

Position: _____

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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Form B7 Confirmation Of Site Visit

Access arrangements to the sites within the scope of the Contract are as detailed below:

Site	Access Arrangements
Park Road, Telford	Access is to be gained via the defined route off Park Road indicated in Drawing No. G3010.LM.TelUnsched.004a (included within Appendix 1) and the site must be accessed through the existing metal field gate. Any variation from this route is to be agreed with the Contract Administrator

I, the undersigned, state that I visited the above site on

2015

and inspected the Service specified in the Contract Documentation for NL436 Telford: Park Road Japanese Knotweed Excavation Works 2015.

Company:

Name:

Signed:

Position:

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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Form B8 Tender Return Checklist

In order to allow the HCA to evaluate your submission and assist your organisation in ensuring it has submitted a compliant Tender, please confirm that you have completed the following Sections and enclosed the relevant documents as detailed in the Tender Documentation by completing the following (*delete as appropriate*):

Completed section	
Form B1 Certification of Non-Collusion and Non-Canvassing	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B2 Suitability Assessment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B3 Quality Submission	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B4 Works Schedule	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B5 Form of Tender	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B6 Document Receipt Confirmation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form B7 Tender Return Checklist	Yes <input type="checkbox"/> No <input type="checkbox"/>
Information to demonstrate Financial Standing	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company Backed Warranty	Yes <input type="checkbox"/> No <input type="checkbox"/>
Details of Insurance Backed Warranty e.g. Policy Summary, Underwriter	Yes <input type="checkbox"/> No <input type="checkbox"/>

Declaration:

I declare that to the best of my knowledge the information provided in this Invitation to Tender are correct. I understand that the information will be used in the evaluation process to assess my organisation's suitability to provide the Works and I am signing on behalf of my organisation. I understand that HCA may reject this Tender or terminate any subsequent agreement if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

DECLARATION COMPLETED BY

Name and Position:

Signature:

Date:

The following appendices form part of our submission

Section of ITT	Appendix Number	Appendix Name

PROTECT – COMMERCIAL

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
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INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Appendix 1:
Contract Drawings

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Appendix 2:
Design Risk Assessment

INVITATION TO TENDER

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Excavation Works 2015

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INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Appendix 3:

Japanese Knotweed Warning Sign - Example

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Appendix 4: The Contract

INVITATION TO TENDER

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

**NL436 Telford: Park Road Japanese Knotweed Excavation Works
2015**

Tender Reference: HCAP16007

Dated:

Homes and Communities Agency
(Employer)

(Contractor)

Employer:

Homes and Communities Agency
Arpley House,
110 Birchwood Boulevard,
Birchwood,
Warrington,

WA3 7QH

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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Recitals	C/4
Articles	C/5
Contract Particulars	C/7
Attestation	C/10
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Schedule of Amendments	C/13
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THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
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THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

THE CONTRACT

PROTECT - COMMERCIAL

C/1

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

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PROTECT - COMMERCIAL

C/2

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

ARTICLES OF AGREEMENT

This Agreement is made the2015

Between

The Employer

The Homes and Communities Agency

Company No. N/A.....)^[3]

Of/whose registered office is at:

*Arpley House,
110 Birchwood Boulevard,
Birchwood,
Warrington,
WA3 7QH*

And

The Contractor

.....

.....(Company No.....)^[1]

of/whose registered office is at.....

.....

.....

^[3] Where the Employer or Contractor is not a company incorporated under the Companies Acts, delete the references to Company number and registered office.

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Recitals

Whereas

- First** the Employer wishes to have the following work carried out^[4].
- Excavation of the Japanese knotweed at the Park Road site Telford. Works are required to excavate nine stands of Japanese Knotweed (as identified in drawing G3010.LM.TelUnsched.004a, Rev A, 09.02.2015, TEP Ltd) and remove off-site as Controlled Waste to an authorised landfill. Excavations are to be backfill excavation pits with clean fill subsoil/topsoil from surrounding areas within the Site boundary. Any voids greater than 5 cubic metres and/or 1.5m deep should be infilled with imported, clean/uncontaminated stone suitable for vibro-compaction ground improvement with no deleterious material, Type 6F2 specification to ensure no steep drops remain.*
- Spraying works are required to stands of Japanese Knotweed as identified in drawing G3010.LM.TelUnsched.004a, Rev A, 09.02.2015, TEP Ltd*
- Installation of a Root Barrier is required.*
- at
- Park Road, Telford ('the Works')*
under the direction of the Architect/Contract Administrator referred to in Article 3;
- Second** the Employer has had the following documents prepared which show and describe the work to be done:
- Contract Drawings^[3]
- Invasive Species Telford Drawing Number: G3010.LM.TelUnsched.004a, Rev A, 09.02.2015, TEP Ltd
- a Specification ('the Contract Specification')^[3]
- Refer to Invitation to Tender, Part A Documents, Section 4 'Scope of Works'
- Work Schedules^[3]
- Form B4 Works Schedule
- Which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents') are annexed to this agreement^[5];
- Third** the Contractor has supplied the Employer with a copy of the priced Work Schedules^[3];
- Fourth** for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;
- Fifth** for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;
- Sixth** where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
- Seventh** the Supplemental Provisions identified in the Contract Particulars apply;

^[4] State nature and location of intended works.

^[5] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

.....
.....(£.....)(‘the Contract Sum’)
or such other sum as shall become payable under this Contract.

Article 3: Architect/Contract Administrator

For the purposes of this Contract the ~~Architect~~ Contract Administrator^[6] is

James Cooper
of
The Environment Partnership (TEP) Limited,
Genesis Centre,
Birchwood Science Park,
Birchwood,
Warrington,
WA3 7BH.

Tel: 01925 844088
Mobile: 07918 747902
E-mail: JamesCooper@tep.uk.com

or, if he ceases to be the ~~Architect~~ Contract Administrator, such other person as the Employer shall nominate for that purpose (such nominations to be made within 14 days of the cessation), provided that no replacement ~~Architect~~ Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

^[6] Where the person named in Article 3 is entitled to the use of the name ‘Architect’ under and in accordance with the Architects Act 1997 delete ‘Contract Administrator’: in all other cases delete ‘Architect’. Where ‘Architect’ is deleted here the expression ‘Architect’ shall be deemed to have been deleted throughout this Contract; where ‘Contract Administrator’ is deleted here the expression ‘Contract Administrator’ shall be deemed to have been deleted throughout.

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Article 4: Principal Designer

~~The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator~~

~~(or)^[7] —
of~~

~~or, if he ceases to be the Principal Designer, such other person as the Employer shall appoint.~~

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or)^[7]

of

or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint.

Article 6: Adjudication

If any dispute or difference arises under this contract either Party may refer it to adjudication in accordance with clause 7.2^[7].

Article 7: Arbitration

Where Article 7 applies^[8], then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR)^[9]. The exceptions to this Article 7 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or difference in connection with the enforcement of any decision of an Adjudicator

Article 8: Legal proceedings^[9]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 9: Incorporation of the Schedule of Amendments

The Recitals, Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Schedule of Amendments annexed hereto.

^[7] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

^[8] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not be legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 7 and Schedule 1 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.7).

^[9] See the Guidance Notes.

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Contract Particulars

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	Wednesday 24 th June 2015
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations ^[10]	the project is not notifiable
Sixth Recital	Framework Agreement (if applicable) (<i>State date, title and parties</i>)	not applicable
Seventh Recital and Schedule 3	Supplemental Provisions (<i>Where neither entry against an item below is deleted, the relevant paragraph applies.</i>)	
	Collaborative working	Paragraph 1 applies
	Health and Safety	Paragraph 2 applies
	Cost savings and value improvements	Paragraph 3 applies
	Sustainable development and environmental considerations	Paragraph 4 applies
	Performance Indicators and monitoring	Paragraph 5 does not apply
	Notification and negotiation of disputes	Paragraph 6 applies
	Where paragraph 6 applies, the respective nominees of the Parties are	Employer's nominee Nick Ashcroft
		Contractor's nominee Tbc. or such replacement as each Party may notify to the other from time to time
Article 7	Arbitration (<i>If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not be legal proceedings, it <u>must</u> be stated that Article 7 and Schedule 1 apply</i>) ^[11]	Article 7 and Schedule 1 (<i>Arbitration</i>) do not apply

^[10] A project is not notifiable under the CDM regulations where it is not likely to involve more than 30 days and have more than 20 workers, or 500 person days.

^[11] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or be legal proceedings, see the Guidance Notes. See also footnote [9].

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

1.1	CDM Planning Period ^[12]	n/a
2.2	Date for Commencement of the Works	Monday 24 th August 2015
2.2	Date for Completion	Friday 4 th September 2015
2.8	Liquidated damages	at the rate of £280.00 per week or part thereof ^[13]
2.10	Rectification Period	24 months from the date of practical completion ^[14]
4.3	Percentage of the total value of the work etc. (The percentage is 95 per cent unless a different rate is stated.)per cent ^[15]
4.4	Percentage of the total amount to be paid to the Contractor (The percentage is 97 ^{1/2} per cent unless a different rate is stated.)per cent ^[15]
4.8.1	Supply of documentation for computation of amount to be finally certified (The period is 3 months unless a different period is stated.)	1 months ^[15] from the date of practical completion
4.11 and Schedule 2	Contribution, levy and tax changes	not applicable ^[15]
4.11 and Schedule 2 (paragraph 13)	Percentage addition for Fluctuations Option	not applicable
5.3.2	Contractor's insurance: injury to person on property – insurance cover (for any one occurrence or series of occurrences arising out of one event.	£5,000,000.00
5.4A, 5.4B and 5.4C	Insurance of the Works etc. – alternative provisions ^[16]	n/a
5.4A.1 and 5.4B.1.2	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 per cent.)	Not applicable

^[12] Under the CDM Regulations 2015 every client is expressly required to allocate sufficient time (the CDM Planning Period) prior to the commencement of construction to enable contractors and others to carry out necessary CDM planning and preparation. There may be cases where that planning and preparation needs to be completed earlier than the Date of Commencement of Works.

^[13] Insert 'day', 'week' or other period.

^[14] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clauses 4.3 and 4.4.

^[15] Delete if the contract period is of such a limited duration as to make the provision inappropriate.

^[16] Delete as appropriate.

Depending on the nature of the project and insurances available, the Parties may use:

- i) clause 5.4A on its own (where the Works are not an extension to or an alteration of an existing structure);
- ii) clause 5.4B on its own (where the Works are an extension to or an alteration of an existing structure and the Employer can obtain the insurance Joint Names in compliance with clause 5.4B); or
- iii) clause 5.4C together with clause 5-4A (where the Works are an extension to or an alteration of an existing structure and where the Employer is a residential occupier and cannot obtain the insurance in Joint Names in compliance with clause 5.4B). See the Guidance Notes.

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

7.2	Adjudication ^[17] Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) ^[18] <i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to the adjudication.)</i>	The Adjudicator is the Technology and Construction Solicitors Association
Schedule 1 (paragraph 2.1)	Arbitration ^[19] – appointer of Arbitrator (and of any replacement) ^[20] <i>(If no appointer is selected, the appointer shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	not applicable

^[17] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

^[18] Delete all but one of the nominating bodies asterisked.

^[19] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and Schedule 1 (*Arbitration*) apply.

^[20] Delete all but one of the bodies asterisked.

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Attestation

Executed as a Deed by the Employer

by affixing hereto the common seal **of the company/other body corporate**

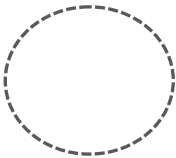
in the presence of

Signature

Director

Signature

Company Secretary/Director



[Common seal of company]

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Executed as a Deed by the Contractor

namely _____

(A) acting by a Director and the Company Secretary/two Directors **of the company**

(Print name of signatory) and (Print name of signatory)

Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal **of the company/other body corporate**

Signature Director

Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director **of the company**

Signature Director

In the presence of

Witness' Signature (Print name)

Witness's address

(D) by attested signature of **the individual**

Signature

In the presence of

Witness' Signature (Print name)

Witness's address

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Conditions

The Contract shall incorporate all the provisions of the JCT Minor Works Building Contract 2011 Edition ("MW 2011") except that:

- a) The Recitals contained in MW 2011 shall be replaced in their entirety by the Recitals set out above;
- b) The Articles contained in MW 2011 shall be replaced in their entirety by the Articles set out above;
- c) The Contract Particulars contained in MW 2011 shall be replaced in their entirety by the Contract Particulars set out above; and
- d) The Recitals, Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Schedule of Amendments annexed hereto.

Schedule of Amendments

This Schedule of Amendments shall take precedence over the printed JCT form.

ARTICLES

Article 7

Arbitration

Delete.

Article 8

Legal Proceedings

Delete the words "and (where it applies) to Article 7".

At the end of Article 8 add:

"and a court or judge thereof shall have jurisdiction to open up, review and revise any decision or opinion or certificate under the Contract. Any reference in the Contract to arbitration or to an arbitrator shall be deleted and substituted with a reference to the English courts or a judge thereof".

Article 9

Incorporation of Schedule of Amendments

Insert a new Article 9 as follows:

"The Recitals, Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Schedule of Amendments annexed hereto."

CONDITIONS

Section 1

DEFINITIONS AND INTERPRETATION

Clause 1.1

Insert new Definitions

OHSAS 18001 is the internationally recognised assessment specification for occupational health and safety management systems. The assessment specification promotes a safe and healthy working environment by providing a framework that allows organisations to consistently identify and control health and safety risks, reduce the potential for accidents, aid legislative compliance and improve overall performance."

Safety Schemes in Procurement for which Contractors are required to retain and provided evidence of valid accreditation prior to undertaking the Works. Contractors are required to retain accreditation to a SSIP scheme throughout the duration of the Works."

Clause 1.2

Add a new sentence at the end as follows:

"In the case of any inconsistency between the Schedule of Amendments and any other term of this Contract the Schedule of Amendments shall prevail."

Clause 1.3.6

Insert a new clause 1.3.6

"All references to Recitals, Articles, Contract Particulars, Conditions, Contract Documents, Agreement or any other part of this Contract means the same as amended by the Schedule of Amendments."

THE CONTRACT

NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

Section 2

CARRYING OUT THE WORKS

Clause 2.1.2

Insert after the first sentence of clause 2.1.2:

"subject to the foregoing, all materials and goods shall be new and appropriate for their use and of satisfactory quality and all workmanship shall be of satisfactory quality".

Clause 2.1.4

Insert a new clause, clause 2.1.4 as follows

"Contractor Programme

Prior to Commencement of the Works, the Contractor will prepare a Programme of Works for delivery of the Contract and submit this to the Contract Administrator for Approval. The Programme will highlight the duration of the Works from Commencement to Completion, including time required for site setup and clearance. The Contractor shall inform the Contract Administrator of any deviations from the agreed Programme of Works."

Clause 2.7

Insert after, "and notify the Parties accordingly" the words:

", provided that no extension of time shall be granted to the Contractor if a material reason delaying completion of the Works could reasonably have been foreseen at the date of this Contract by a competent contractor exercising all the reasonable skill, care and diligence of a qualified and competent contractor experienced in carrying out works of a similar size, scope and complexity to the Works".

Clause 2.7A

Insert a new clause, clause 2.7A as follows:

"Progress

The Contractor shall use constantly his best endeavours to prevent any delay in the progress of the Works, howsoever caused, and to prevent the completion of the Works being delayed beyond the Date for Completion stated in the Contract Particulars or further delayed beyond any later completion date fixed under clause 2.7 or at law (if any). The Contractor shall also do all that may reasonably be required to the satisfaction of the Architect/the Contract Administrator to proceed with the Works in both a regular and a diligent manner."

Clause 2.9A

Insert a new clause 2.9A:

"For the purposes of the foregoing, practical completion means:

- 2.9A.1 a state in which the Works are (or any Section is) complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works or Section;
- 2.9A.2 the relevant Statutory Requirements have been complied with and any necessary consents or approvals obtained;
- 2.9A.3 any stipulations identified by the Contract as being essential for practical completion to take place have been satisfied;
- 2.9A.4 the health and safety file and all "as built" information and operating and maintenance information required by the Contract and/or the Statutory Requirements to be delivered at practical completion has been so delivered to the Employer;
- 2.9A.5 The Contractor has obtained a Completion Certificate under Regulation 17 of the Building Regulations in respect of the Works or any Section; and

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NL436 Telford: Park Road Japanese Knotweed
Excavation Works 2015

- 2.9A.6 The Contractor has complied with its obligations pursuant to Regulation 29 (Energy Performance Certificates) of the Building Regulations including the giving of an energy performance certificate and local authority notice pursuant to sub-section (2) of such regulations."

Clause 2.12

Add new clause 2.12:

"2.12 Materials not to be used

The Contractor undertakes, represents and warrants to the Employer that to the extent that it selects or approve substances or materials for use in the Works:

- 2.12.1 it acts in accordance with the guidance contained in the publication, "Good Practice in the Selection of Construction Materials" (2011, published by the British Council for Offices); and
- 2.12.2 that no other substances or materials generally known to be deleterious at the time of use and no other materials or substances which are prohibited by this Contract or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be used by or on behalf of it (unless specifically instructed in writing to the contrary by the Architect/Contract Administrator)."

Clause 2.13

Add new clause 2.13:

- "2.13.1 The Contractor shall provide the Architect/Contract Administrator if and as the Architect/Contract Administrator requests in writing, details of the Contractor's proposals for the means of access to the site during the construction period, vehicle parking facilities on site, loading and unloading areas for materials, site compounds, temporary warning and direction signs on adjacent highways and any other similar information as to the Contractor's working arrangements. If necessary the Contractor shall amend such details to obtain the approval of the local planning authority or other relevant public authority having jurisdiction with respect to the Works.
- 2.13.2 The Contractor shall be wholly responsible for the design, adequacy, stability and safety of all temporary works required in and about the construction of the Works.
- 2.13.3 In and about the execution of the Works the Contractor shall maintain and not cause any interference to any support enjoyed by any adjoining land or any structures, other than any structures which are to be demolished as part of the Works.
- 2.13.4 The Contractor shall:
- (a) keep all enclosures around the site clear of graffiti, posters and other unauthorised attachments, so far as is practicable;
 - (b) implement measures for the regulation of traffic to and from the site including wheel-washing procedures and street cleaning and comply with any requirements of the police or highway authorities with regard to local traffic arriving at and departing from the site; and
 - (c) make good or meet the cost of making good of all damage caused to roads, footpaths and property adjoining the site and to any services, arising from the carrying out of the Works."

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Section 3

CONTROL OF THE WORKS

Clause 3.1

Delete and substitute:

"3.1.1 The Employer shall be entitled to assign this Contract or any part, share or interest herein without the consent of the Contractor.

3.1.2 The Contractor shall not be entitled to assign this Contract or any part, share or interest herein."

Clause 3.2A

Insert new clause 3.2A

"Meetings

The Contractor is to attend a Pre-Start Meeting. The Contractor will also attend a completion meeting. The Contract Administrator who will evaluate Contractor performance and issues arising. The HCA reserves the right to amend the frequency of meetings dependent on Contractor performance."

Clause 3.3.3

Insert new clause 3.3.3:

"The Contractor shall be and remain liable to the Employer for the acts and omissions (including those in tort) of the person to whom the Contractor has sub-let, and the consent of the Employer to any sub-contracting shall not otherwise release or discharge the Contractor from liability to the Employer. The Contractor shall indemnify and hold the Employer harmless for all claims costs and proceedings acts and omissions (including those in tort) arising from or in relation to the sub-contractor. All sub-contractors shall be deemed to be domestic to the Contractor."

Clause 3.4A

Insert a new clause, clause 3.4A as follows:

"Works and materials not in accordance with the Contract

Where in the opinion of the Architect/the Contract Administrator works or materials are defective or not in accordance with the Contract or do not comply with a statutory or other legal requirement ("**Failure**"), even if the Failure is of a minor or non-material nature, the Architect/the Contract Administrator may, without prejudice to the Employer's rights and remedies under this Contract or at law, issue instructions to the Contractor to:

- (a) stop work, and subsequently to recommence work;
- (b) undertake investigations and tests to determine the Failure and open up any work already performed and to make good the opening up;
- (c) undertake remedial works, including the making good of any defects and the instruction may include specific requirements as to how to make good or repair the defects;
- (d) remove or demolish and/or replace defective work or materials;
- (e) give such further or other directions, after consultation with the Employer, as may appear to the Architect to be fair and reasonable to remedy or make good any defect or damage or breach of the Contract;
- (f) accept the defective work or materials subject to a reduction in the sum to be paid under Article 2;
- (g) certify, subject to the correction of the defects noted in the certificate, practical completion under clause 2.9 of the Works or a part thereof,

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provided that an instruction given under this clause shall not entitle the Contractor to an extension of time or to any payment, and provided further that any reasonable and prudent costs associated with the issue of a certificate under this clause or compliance with it shall be paid by the Contractor to the Employer (unless no Failure is subsequently found to have existed). An instruction under this clause shall not constitute a variation under clause 3.6 or otherwise and is without prejudice to the powers under clause 3.4."

Section 4

PAYMENT

Clause 4.3A

Insert a new clause 4.3A as follows:

"Any retention shall be retained by the Employer without obligation to invest and without creating any fiduciary or other obligations on the part of the Employer to the Contractor."

Clause 4.4

Delete the words "The final date for payment shall be 14 days from the due date".

And amend to read

"The final date for payment shall be 28 days from the due date.

Clause 4.8.2

Delete and substitute

"The final date for payment of the final payment (if any) shall be 28 days from its due date."

Section 6

TERMINATION

Clause 6.4.1.3

Insert after "clause 3.9." the following word "or;".

Clause 6.4.1.4

Insert a new clause 6.4.1.4 as follows:

"does not comply with any instruction issued by the Architect/the Contract Administrator,".

Section 7

SETTLEMENT OF DISPUTES

Clauses 7.2

Delete, and substitute:

"Where pursuant to this Contract or Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009) a dispute or difference is referred to adjudication, that adjudication shall be governed by and conducted in accordance with the Adjudication Rules of the Technology and Construction Solicitors Association, which are incorporated herein by reference. The decision of the adjudicator shall be binding on the parties until the dispute or difference is finally determined by a court or judge thereof."

Clause 7.3

Delete.

Schedule 1

ARBITRATION

Delete.

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ADDITIONAL CONDITIONS

The following additional conditions shall have effect:

A1 SET OFF AND OTHER REMEDIES

A1.1 Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.

A1.2 If the Contractor becomes insolvent so that its covenant is impaired, then without prejudice to any other remedy it may have, the Employer shall be entitled to recover from the Contractor any premiums reasonably incurred to effect insurance (such as inherent defects insurance or other suitable cover) in order to arrange suitable alternative protection.

A2 HEALTH & SAFETY

The Contractor in pursuance of its obligations under this Contract shall comply at all times with the provisions of the Health & Safety at Work etc Act 1974 ("**HS Act**") and in particular the Construction (Design and Management) Regulations 2015 and any amendments thereto ("**CDM Regulations**") and the Site Waste Management Plans Regulations 2008 and any amendments thereto ("**SWMP Regulations**"), and insofar as they touch upon or concern its obligations under this Contract (but without prejudice to the generality of the foregoing):

- (a) where the Contractor is also the Principal Contractor under the CDM Regulations and/or the SWMP Regulations, the Contractor shall comply with the obligations of the Principal Contractor under those regulations;
- (b) where the Contractor is also a "designer" as defined under the CDM Regulations, the Contractor shall comply with the obligations of a "designer" under those regulations;
- (c) the Contractor shall co-operate fully with the Principal Designer and the Principal Contractor (if it is not either or both of those people) under the CDM Regulations and the SWMP Regulations;
- (d) the Contractor shall ensure that it allocates adequate resources to enable it to comply with its obligations in this Contract, the CDM Regulations and the SWMP Regulations;
- (e) the Contractor shall co-operate with all other persons involved in the Works as "designers" to consider the prevention of risks and protection of persons who may be exposed to risks,

and the Contractor shall not by an act or omission do anything that would cause the Employer to breach or be prosecuted under the HS Act, and/or the CDM Regulations and/or the SWMP Regulations.

The Contractor and any approved sub-contractors will be required to be registered with a SSIP scheme, accredited to OHSAS 18001 or equivalent throughout the duration of the Contract. The Contractor shall ensure that all Staff and approved sub-contractors are aware of their duties and responsibilities under the Contract. Contractors will be required to demonstrate the competency of staff including competency of Sub-Contractors.

A3 ANTI BRIBERY

A3.1 The Contractor shall discharge all of its obligations under this Contract and shall otherwise conduct all of its activities relating to this Contract in accordance with all applicable laws and regulations including, but not limited to, the Bribery Act 2010 (as may be amended, re-enacted, consolidated or replaced from time to time).

A3.2 Without prejudice to the generality of clause A3.1 the Contractor shall not (whether by act or omission) commit any breach of the Bribery Act 2010 in connection with its

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activities relating to this Contract nor request that the Employer (whether by act or omission) commit any breach of the Bribery Act 2010 (including, but not limited to, the payment of facilitation payments in order to secure customs clearance for deliveries).

A3.3 Any breach by the Contractor of clause A3.2 shall constitute a material breach by the Contractor of this Contract which is not capable of remedy and in such circumstances, the Employer shall be entitled at its discretion (subject to clause A3.4) to immediately terminate this Contract (together with any or all other agreements from time to time in force between the Employer and the Contractor) by service of written notice on the Contractor.

A3.4 When exercising any right of termination available under clause A3.3, the Employer shall act in a reasonable and proportionate manner having regard to matters such as the gravity of the breach in question; the identity of the person responsible for that breach; and whether in the circumstances, action other than termination of this Contract would be appropriate.

A3.5 The Contractor acknowledges that it has been provided with a copy of the Anti-Bribery and Corruption Code of Conduct of the Employer and warrants that it shall at all times comply with that Code of Conduct (as may be amended, varied or replaced from time to time by written notice from the Employer)

A3.6 The Contractor shall maintain full, accurate and up to date records as necessary to demonstrate its compliance with the requirements of the Bribery Act 2010 and shall make copies of such records available to the Employer on request.

A4 CONFIDENTIALITY

The Contractor must at all times keep confidential, treat as privileged, and not directly or indirectly make or allow any disclosure of, any provision of this Contract or any information relating to any provision or subject matter of the Works or the site, or any information directly or indirectly obtained from another party under or in connection with the Works or the site, except to the extent:

- (a) required by law;
- (b) that the parties to this Contract otherwise agree in writing;
- (c) necessary to carry out its duties in relation to the Works, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.

A5 COMPUTER SYSTEMS, DATA PROTECTION OBLIGATIONS, FREEDOM OF INFORMATION, EMPLOYER PROPERTY, STORAGE AND MAINTENANCE OF RECORDS

The Contractor shall comply with the provisions of Appendix 1

A6 THIRD PARTY AGREEMENTS

A6.1 The Contractor shall have regard to any obligations owed by the Employer under any agreement into which the Employer may have entered with a third party including (but not limited to) in relation to the finance, sale or lease of the Works or the Site or any part thereof insofar as copies of the whole or parts of those agreements (excluding matters related to price and payment) have been or will be provided to the Contractor and such agreements or parts are referred to in this clause A6 as "the Third Party Agreements".

A6.2 The Contractor shall design, carry out and complete the construction of the Works in conformity with the Employer's obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspections before the certificate of practical completion may be issued.

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A6.3 The Contractor undertakes to the Employer that he has performed and shall continue to perform his obligations under this Contract in such manner and at such times that no act, omissions or default of the Contractor or any sub-contractors or sub-consultants shall constitute, cause or contribute to any breach by the Employer of any of its obligations under the Third Party Agreements.

A6.4 The Contractor shall indemnify the Employer against any damages, costs, fees, expenses or other like losses arising from any breach of any Third Party Agreements

A7**APPROVALS**

No admission, consent, appraisal, comment, review, inspection, approval, direction, confirmation, acknowledgement, instruction, guideline or advice made or given by or on behalf of the Employer or the Architect/the Contract Administrator under this Contract shall in any way exclude or limit the duties and responsibilities of the Contractor hereunder.

APPENDIX 1A

COMPUTER SYSTEMS, DATA PROTECTION OBLIGATIONS, FREEDOM OF INFORMATION, EMPLOYER PROPERTY, STORAGE AND MAINTENANCE OF RECORDS

(Additional Condition A5)

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COMPUTER SYSTEMS, DATA PROTECTION OBLIGATIONS, FREEDOM OF INFORMATION, EMPLOYER PROPERTY, STORAGE AND MAINTENANCE OF RECORDS

1 DEFINITIONS

For the purposes of this Appendix the following words and expressions have the following meanings unless the context otherwise requires:

- a. "Contractor Personnel" means all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractors;
- b. "DPA" means the Data Protection Act 1998;
- c. "EIR" means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- d. "EIR Exception" means any applicable exemption to EIR;
- e. "Employer Data" means:-
 - (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Contractor by or on behalf of the Employer; or
 - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
 - (b) any Personal Data for which the Employer is the Data Controller;
- f. "Employer Property" means all property of the Employer including without limitation, all Records, keys, security passes, credit cards, equipment, documents, papers, magnetic discs, tapes or other software storage media, film, videos and photographs which belong to the Employer or relate to its business or affairs issued to or otherwise in the Contractor's custody;
- g. "Exempted Information" means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.
- h. "FOIA" means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- i. "FOIA Exemption" means any applicable exemption to FOIA;
- j. "Information" means in relation to:
 - (i) FOIA, the meaning given under section 84 of the FOIA and which is held by the Employer at the time of receipt of an RFI; or
 - (ii) EIR, has the meaning given under the definition of "environmental information" in section 2 of EIR and which is held by the Employer at the time of receipt of an RFI;
- k. "Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- l. "Process/Processed/Processing" has the meaning ascribed to the term in Section 1, Part 1 of the DPA;
- m. "Records" means all deeds, records, plans, drawings, specifications, reports, calculations and technical documentation together with related correspondence, files, electronically stored data and other papers relating to the Employer and its activities;

- n. "Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Employer and "Regulatory Body" shall be construed accordingly;
- o. "Request for Information/RFI" shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Site, this Contract, or any activities or business of the Employer.

2 COMPUTER SYSTEMS

- 2.1 The Contractor warrants to the Employer that all computer systems to be used by the Contractor in and about the performance of its obligations under this Contract will protect data being or to be transferred between the parties, that the Contractor will use industry recognised and regularly updated virus checking software, will use all reasonable endeavours not to transfer virus infected data, has a responsible firewall policy and such is communicated regularly to the Employer.
- 2.2 The Contractor warrants to the Employer that all computer systems which will be used by the Contractor in and about the performance of its obligations under this Contract are, and shall remain for the duration of the Contract, compatible with the Employer's systems to such a degree as reasonably required to fully and effectively transfer data and comply with recognised industry standards in this regard.
- 2.3 The Contractor shall ensure, so far as it is reasonably practicable to do so, that it adheres to the Employer's IT and communication procedures and IT policy statement as issued from time to time and notified by the Employer to the Contractor.

3 DATA PROTECTION OBLIGATIONS

- 3.1 For the purposes of this Appendix "Personal Data", "Data Processor", "Data Subject", "Data Controller" and "Process" shall have the meanings ascribed to them in the Data Protection Act 1998 (the "DPA") as amended or re-enacted from time to time.
- 3.2 The Contractor warrants and represents that it has obtained all necessary registrations, notifications and consents required by the DPA to process Personal Data for the purposes of performing its obligations under this Contract.
- 3.3 The Contractor undertakes that to the extent that the Contractor and/or any of its employees (or agents or sub-contractors approved by the Employer) receives, has access to and/or is required to process Personal Data on behalf of the Employer ("the Employer's Personal Data") for the purpose of providing the Works, it will at all times comply with the provisions of the DPA for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA. In particular, the Contractor agrees to comply with the requirements and obligations imposed on the Data Controller in the Seventh Data Protection Principle set out in the DPA namely:
 - a. the Contractor shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the Employer's Personal Data and any person it authorises to have access to any the Employer's Personal Data will respect and maintain the confidentiality and security of the Employer's Personal Data. This includes the obligation to comply with any records management, operational and/or information security policies operated by the Employer, when providing the Works on the Employer's premises and/or accessing their manual and/or automated information systems. These measures shall be appropriate to the harm which might result from any unauthorised Processing, accidental loss, destruction or damage to the Personal Data which is to be protected;
 - b. the Contractor shall only process Personal Data for and on behalf of the Employer for the purpose of performing the Works in accordance with this Contract, or as is required by Law or any Regulatory Body, and where necessary only on written instructions from the Employer to ensure compliance with the DPA;
 - c. the Contractor shall allow the Employer to audit the Contractor's compliance with the requirements of this Clause 3 on reasonable notice and/or, at the Employer's request, provide the Employer with evidence of the Contractor's compliance with the obligations within this Clause 3.
- 3.4 The Contractor undertakes not to disclose or transfer any of the Employer's Personal Data to any third party without the prior written consent of the Employer save that without prejudice to Clause 3.3 the

Contractor shall be entitled to disclose the Employer's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Contractor to carry out the Works, or to the extent required under a court order.

3.5 The Contractor shall:

- a. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- b. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 3;
- c. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Employer;
- d. provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Employer); and
- e. not Process Personal Data outside the European Economic Area without the prior written consent of the Employer and, where the Employer consents to a transfer, to comply with:
 - (i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - (ii) any reasonable instructions notified to it by the Employer.

3.6 The Contractor agrees to use all reasonable efforts to assist the Employer to comply with such obligations as are imposed on the Employer by the DPA. For the avoidance of doubt, this includes the obligation to:

- a) provide to the Employer such access as may be reasonably required from time to time to all Personal Data stored or processed in the provision of the Works under this Contract in order to enable the Employer to meet its obligations to respond to access requests from Data Subjects under the DPA;
- b) provide the Employer with reasonable assistance in complying with any request for information served on the Employer under Section 7 of the DPA;
- c) notify the Employer (within five Working Days) about the receipt of any such request received by the Contractor under Section 7 of the DPA or complaint or request relating to the Employer's obligations under the DPA and not disclose or release any information (including the Employer's Personal Data) in response to such a request or complaint without first consulting with the Employer, where the information sought relates to the Employer, its employees, agents, approved sub-contractors and/or its business operations;
- d) provide the Employer with full co-operation and assistance in relation to any complaint of request made, including by:
 - (i) providing the Employer with full details of the complaint or request;
 - (ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Employer's instructions;
 - (iii) providing the Employer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Employer); and
 - (iv) Providing the Employer with any information requested by the Employer;

3.7 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Employer to breach any of its applicable obligations under the DPA.

3.8 The Contractor shall indemnify the Employer against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the Employer as a result of the Contractor's destruction of and/or damage to any of the Employer's Personal Data processed by the Contractor, its employees, agents or sub-contractors, or any breach of or other failure to comply with the obligations in the DPA and/or this Clause 3 by the Contractor, its employees, agents or sub-contractors.

- 3.9 The Contractor shall appoint and identify an individual within its organisation authorised to respond to enquiries from the Employer concerning the Contractor's Processing of the Employer's Personal Data and will deal with all enquiries from the Employer relating to such Personal Data promptly, including those from the Information Commissioner and will to the extent reasonably necessary co-operate with and assist in ensuring compliance with any Data Subject rights of data access, correction, blocking, suppression or deletion relating to the Employer's Personal Data and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.
- 3.10 The Contractor undertakes to include obligations no less onerous than those set out in this Clause 3, in all contractual arrangements with agents engaged by the Contractor to provide the Works to the Employer.

4 FREEDOM OF INFORMATION

- 4.1 The Contractor acknowledges that the Employer is subject to legal duties which may require the release of information under FOIA and/or EIR and that the Employer may be under an obligation to provide Information subject to a Request for Information.
- 4.2 The Employer shall be responsible for determining in its absolute discretion whether:-
- a. any Information is Exempted Information or remains Exempted Information; or
 - b. any Information is to be disclosed in response to a Request for Information;
- and in no event shall the Contractor respond directly to a Request for Information to which the Employer is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Employer.
- 4.3 Subject to clause 4.4 below, the Contractor acknowledges that the Employer may be obliged under FOIA or EIR to disclose Information:-
- a. without consulting the Contractor; or
 - b. following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account.
- 4.4 Without in any way limiting Clauses 4.2 and 4.3, in the event that the Employer receives a Request for Information, the Employer will, where appropriate, as soon as reasonably practicable notify the Contractor.
- 4.5 The Contractor will assist and co-operate with the Employer as requested by the Employer to enable the Employer to comply with its obligations to disclose Information under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:
- a. transfer any Request for Information received by the Contractor to the Employer as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
 - b. provide all such assistance as may be required from time to time by the Employer to enable the Employer to comply with its obligations to disclose Information;
 - c. provide the Employer with any Information already in its possession or power in such form that the Employer requires within five Working Days (or such other period as the Employer may specify) of the Employer requesting that Information;
- 4.6 Nothing in this Contract will prevent the Employer from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information.

5 EMPLOYER PROPERTY

- 5.1 Neither the Contractor, nor any other person, shall have a lien or other rights over any Employer Property, and the Contractor shall take all such steps as may be reasonably necessary to ensure that the Employer's title in the Employer Property and the existence of any such lien or other right, are brought to the notice of any other person dealing with the Employer Property.

- 5.2 Upon the Employer's written request and in any event upon termination of this Contract, the Contractor will immediately deliver up to the Employer, at the expense and risk of the Contractor, all Employer Property, and the Contractor will not, without the prior written consent of the Employer, retain any copies thereof.

6 STORAGE AND MAINTENANCE OF THE RECORDS

- 6.1 The Records are and shall remain Employer Property. The Contractor shall have no lien or other rights in respect of the Records.
- 6.2 The Contractor shall request such Records as it requires for the purposes of carrying out work and/or services in accordance with this Contract and will hold them to the order of the Employer and shall return the Records to the Employer on demand at any time.
- 6.3 The Contractor shall keep the Records in a safe and secure place at the Contractor's premises.
- 6.4 The Contractor shall maintain and up-date the Records to ensure that the Records properly reflect at any given time the current state of Programmes or projects on which the Contractor is involved.
- 6.5 The Contractor shall, if required, allow the Employer or any person acting on its authority access, at any time, to the Contractor's premises for the purpose of inspecting or removing the Records. The Contractor shall provide the Employer with such copies of the Records as may reasonably be required.
- 6.6 The Contractor shall return the Records to the Employer on demand at any time.

7 TRANSPARENCY

- 7.1 Except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Contract, the Contractor hereby consents for the Employer to publish the Contract to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the Contract.
- 7.2 The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA either :
- 7.2.1 following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account; or
- 7.2.2 without consulting the Contractor.
- 7.3 The Contractor shall assist and cooperate with the Employer to enable the Employer to publish this Contract.

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Homes &
Communities
Agency

Homes and Communities Agency

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The Homes and Communities Agency is committed to providing accessible information where possible and we will consider providing information in alternative formats such as large print, audio and Braille upon request.