

**(L&Q) LONDON & QUADRANT HOUSING TRUST**

INVITATION TO TENDER

For

DISREPAIR WORK

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| **Our Tender Ref** | **Disrepair Tender** |
| **In-Tend Ref** |  |
| **Version Number** | **ITT 001/21** |
| **Date** | **23rd November 2021** |
| **(Tender) Status** | **One-Stage Open Procedure** |



**section A**

**invitation to tender**

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**DEFINITIONS**

The words and expressions defined elsewhere in the Tender Documents shall apply equally hereto, except where the context otherwise requires.

Additional definitions of words and expressions, which are not defined elsewhere, or which require re-definition for the purposes of these Instructions to Tenderers, are given below:

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| **“Addendum” and “Addenda”** | means respectively an addendum and all addenda to the Tender Documents as may be issued by L&Q during the Tender Period in accordance with the provisions of the Tender Documents. |
| **“Contract”** | means any one or more contracts entered into by L&Q as a result of the ITT in the form provided for in Section B of the Tender Documents. |
| **“Contractor(s)”** | means the Tenderer(s) appointed by L&Q to perform any Contract awarded as a result of the ITT. |
| **“Group”** | means L&Q and its subsidiaries. |
| **“ITT”** | means the Invitation to Tender issued by L&Q. |
| **“L&Q”** | means London & Quadrant Housing Trust. |
| **“Lot(s)”** | any one or more of the Works. |
| **“Normal Working Hours”** | Means 08:00 TO 17:00 Monday to Friday (excluding Saturdays, Sundays and Public Holidays) |
| **“Properties”** | the dwellings, blocks, sheltered schemes, hostels, like properties and related common and communal areas, environs and assets within any area specified in the Contract Details or such other area as the Client specifies by written notice to the Service Provider that are included in the property portfolio owned or managed by the Client and in relation to which the Client is responsible for maintenance and “**Property**” means any of them; |
| **“Site(s)”** | means the Employer’s premises where the Works are to be performed. |
| **“Specification”** | means Section C of the Tender Documents. |
| **“Tender”** | means an offer to perform the Works submitted by a Tenderer in response to this ITT. |
| **“Tender Documents”** | means the whole of this document and any appendices and annexes. |
| **“Tenderer(s)”** | means any person, corporation, company, partnership or firm acting individually or jointly submitting a Tender to L&Q for the performance of the Works singly or collectively, as the context requires. |
| **“Tender Period”** | means the period from the date of the ITT until the Tender Submission Date. |
| **“Tender Submission Date”** | means the date and time specified for the submission of Tenders set out in Paragraph 2.1 of the ITT. |
| **“Works”** | means the works across L&Q’s portfolio of properties to be carried out under the Contract, as more particularly described in the Preliminaries and the Specification. |

Save where expressly otherwise defined in the table above, all other expressions defined in the Contract and used in the ITT have the meaning set out in the Contract.

1. **INTRODUCTION**
   1. London & Quadrant Housing Trust as a central purchasing body on behalf of itself and any of its current or future group entities and subsidiaries (together “**L&Q**”) invites those organisations to submit Tenders for **Disrepair – Repairs & Maintenance** across L&Q’s portfolio of Properties (“**the Works**”).
   2. This Invitation to Tender (“**ITT**”) and the Tender Documents specify the requirements and terms to be complied with by Tenderers in preparing and submitting Tenders. Such requirements must be strictly complied with.
   3. This tender covers the requirement to assist in carrying out works to outstanding and future disrepair claims. There are currently approx. 600 + jobs currently outstanding plus the anticipation of instructing works at approximately 20-25 cases per month. This volume will fluctuate upwards and downwards, depending on the position of each individual case.
   4. As an indication the regional volumes for Disrepair works for 2020 were as follows:-

* East – 79
* North – 77
* North East – 58
* South – 61
* South East – 64
* South West – 57
* Thames – 45
* West – 27

The value of each job varies, but to provide an approx. indication the estimated value per job is between £3,000 and £5,000.

* 1. These Works should be carried out in good and safe operational conditions, within the schemes and Properties at all times
  2. The majority of the Works under this Contract will be carried out in and around occupied homes. Residents may become involved in all stages of the Contract, from inception and planning to selection and monitoring.
  3. The works under this contract will include all work types i.e plastering, plumbing, roofing, electrical, damp and mould, carpentry, brickwork, fencing, groundworks and UPVC but this list is not exhaustive and extra work types may be added as and when required
  4. The Contractor shall be required to ensure compliance with current regulations.

1. **SUBMISSION OF TENDERS**
   1. Tenders are to be submitted electronically, by **Friday 10th December (Noon) 2021** (Tender Submission Date) via L&Q’s E-Tendering supplier portal (Ref: In-Tend), which can be found at the following web address: <https://in-tendhost.co.uk/lqgroup.Details> of L & Q’s Tendering Supplier portal In-Tend are in Annex B-1 Tender Documents.
   2. The Tenderer is fully responsible for the proper submission of any Tender and/or supporting documentation by the time and date stated whether the submission is undertaken by the Tenderer, anyone representing the Tenderer or an agent on behalf of the Tenderer.
   3. L&Q may, at its own discretion, extend the Tender Submission Date stated in the ITT or as notified in writing to the Tenderers by L&Q. L&Q will not otherwise consider requests for any extension of the Tender Submission Date.
   4. The Tender and all supporting documentation are to be completed in the English language. All financial sums and amounts must be in pounds sterling (GBP).
   5. The Tender must be made on the Form of Tender included in Annex H-1 of the Tender Documents which must be completed in full in **BLACK**, using **pitch size 11 and font type Arial** to provide all the pricing and other information required.
   6. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Tender Documents.
   7. Tenders must not be accompanied by any covering letter or any statement or qualification that could be construed as rendering a Tender equivocal and/or placing it on a different footing from other Tenders.
   8. Additional content and appendices containing materials and documentation to that requested such as brochures, marketing literature, case studies or project histories, unless specifically requested, will not be considered as part of the Tender and will be disregarded in the assessment and evaluation of Tenders.
   9. Tenderers should note that no other type of submission will be accepted and that Tenders submitted after the Tender Submission date specified in paragraph 2.1 above will be rejected.

* 1. All documents requiring a signature must be signed:
     + - where the Tenderer is an individual, by that named individual;
       - where the Tenderer is a Partnership, by a Partner on behalf of all the Partners;
       - where the Tenderer is a Company within the meaning of the Companies Act 2006, by a Director or the Company Secretary, such persons being duly authorised for that purpose.
  2. All Forms and Certificates which require a signature must be physically signed, scanned and submitted as a PDF copy. **L&Q will not accept any Electronic signatures**.

1. **CONFIDENTIALITY**
   1. Tenderers shall treat all information and documents issued by L&Q and their advisers as private and confidential and their express written consent must be obtained prior to the release of information or documents to any third party other than Tenderer’s funders, professional advisers or proposed sub-contractors.
   2. Tenderers must not disclose the fact that they have been invited to tender for the Contract, or at any time release any information concerning the Tender Documents and/or their Tender and/or any related documents and/or any negotiation and/or discussion with L&Q in this connection for publication in the press or on radio, television, screen, social media or any other medium.
   3. The Tenderer warrants to L&Q that no document that it prepares as part of its Tender shall infringe any Intellectual Property Rights. The Tenderer shall retain Intellectual Property Rights in all documents that it prepares as part of its Tender submission and L&Q shall not copy or use any such documents other than for the purpose of the evaluation and consideration of Tenders in this procurement.
   4. L&Q reserves the right to retain all Tender documents submitted by Tenderers throughout the whole of the period that their Tenders remain valid and open for acceptance.
   5. Each Tenderer undertakes to indemnify L&Q and to keep L&Q indemnified against all actions, claims, demands, liabilities, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Paragraph 3.
2. **THE CONTRACT** 
   1. A summary of the **Disrepair – Repairs & Maintenance Contract** (“**the Contract**”) is set out below.

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| **DISREPAIR – REPAIRS & MAINTENANCE** | |
| **Form of Contract** | JCT - Measured Term Contract (2016) with all amendments as required by L&Q |
| **Contract Commencement Date** | Monday 10th January 2022 |
| **Contract Duration & Milestones** | Contract will be let for an initial term of one (1) year, with a further optional extension of one (1) year solely dependent on L & Q’s discretion |
| **Estimated Contract Value** | Based on the initial term of 1 year, the estimated total value of the Contract is approx. £2,000,000 (excluding VAT). If optional extension is taken up the total value would then be £4,000,000. |
| **Regions / Lots** | The Works being tendered for under the ITT is divided into three (3) Regions / Lots split geographically, as follows:-:-  **Region 1 / Lot 1**  East  North East  **Region 2 / Lot 2**  Thames  South  South East  **Region 3 / Lot 3**  South West  West  North  **It is intended that successful Tenderers will be awarded:-**  **Primary /Secondary / Reserve contractor status in each region they have indicated.**  This is subject to final confirmation upon award |

* 1. Tenderers must note that the values contained in the ITT are estimates only and are subject to change in line with L&Q’s varying business requirements. L&Q makes no representation or guarantee that they will order any Works under the Contract.
  2. The Form of Contract is set out in Section B.

1. **INDICATIVE PROCUREMENT TIMETABLE**
   1. The proposed timetable for this procurement is set out below. This is intended as a guide for Tenderers only and L&Q reserves the right to amend it at any time.

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| **ACTIVITY** | **DATE** |
| Invitation to Tender (ITT) issued to selected candidates | Tues 23rd November 2021 |
| Closing date for ITT clarifications | Fri 3rd December ‘21 |
| **Deadline for ITT submission (12:00 Noon)** | **Fri 10th December ‘21** |
| ITT Evaluation | Mon 13th to Fri 17th Dec ‘21 |
| Award Decision – (Notify Successful/Unsuccessful Tenderers) | Mon 20th December ‘21 |
| Formal Contract Award/signature & Mobilisation Period | Tues 4th – Fri 7th Jan ‘22 |
| Contract Commencement Date | Mon 10th Jan ‘22 |

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1. **TENDER DOCUMENTS**
   1. Tenderers shall be deemed to have fully satisfied themselves as to the completeness and adequacy of the Tender Documents. Regarding this, Tenderers should check the numbering of pages and advise if any are found to be missing or in duplicate. Any requests to clarify the information in the Tender Documents should be submitted to L&Q in accordance with Paragraph 8.
   2. Whilst the information in these Tender Documents has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. The Tender Documents are issued on the basis that:
      1. neither L&Q nor any of its advisers accept any liability, responsibility or duty of care to anyone other than the L&Q for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement;
      2. neither L&Q nor any of its professional advisers make any (express or implied) representation or warranty either about the information contained in these Tender Documents or on which they are based, or about any written or oral information that may be made available to any Tenderer, funder, other interested person or their professional advisers;
      3. nothing contained in these Tender Documents constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Tender or enter into the Contract or any other related agreement;
      4. these Tender Documents are not intended to provide a basis for any investment decision and should not be considered as a recommendation by L&Q or any of its advisers;
      5. neither these Tender Documents nor any information supplied by L&Q should be relied on as a promise or representation as to the future;
      6. these Tender Documents are neither an offer capable of acceptance nor are intended to create a binding contract nor are capable of creating such a contract by any subsequent actions; and
      7. no implied contract is to arise between L&Q and any Tenderer resulting from the issue of or any Tenderer’s compliance with the Tender Documents or any matters related to it.
   3. Each Tenderer is advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by it if its Tender is accepted.
   4. L&Q does not bind itself to accept the lowest or any Tender submitted and reserves exclusively to itself the right at its absolute discretion to accept or not to accept any Tender submitted.
   5. L&Q reserves the right to cancel or suspend this procurement process at any time for any reason with no further liability whatsoever to any Tenderer. L&Q will not reimburse any costs or expenses incurred by Tenderers in connection with the preparation and/or submission of their Tenders in any circumstances including the discontinuation of the procurement exercise to which it relates.
   6. At its discretion, L&Q may either waive or insist on strict compliance with any requirement set out in the Tender Documents.
   7. The Tender Documents, and any document issued as supplemental to them, are and shall remain the property of L&Q and must be returned upon demand.
   8. The copyright in the Tender Documents is vested in L&Q and they may not be reproduced, copied or stored in any medium without the prior written consent of L&Q.
2. **EXTENT AND FULLNESS OF TENDERS**
   1. Tenders must be submitted for all the work under the Contract in accordance with the requirements of these Tender Documents and a Tender for only part of the Works with a Region/Lot will be rejected.
   2. Tenderers are to familiarise themselves with all Tender Documents and the Site(s) as necessary to satisfy themselves as to all the relevant aspects which could affect the pricing and the operation of the Contract. Tenderers should also note that L&Q will not consider any claim for any additional payment or reimbursement through failure to obtain all necessary information or want of knowledge.

* 1. Information supplied by L&Q (whether in the Tender Documents or otherwise) is provided for general guidance in the preparation of Tenders. Tenderers must satisfy themselves as to the conditions affecting the supply and cost of labour, the availability and prices of materials and all other conditions of the locality in which the Works are to be carried out insofar as the same might affect their Tender.
  2. Tenderers will be deemed to have informed and satisfied themselves as to the extent of the Contract area, sites, types, construction and location of Properties covered by the Contract. Tenderers will be deemed to have inspected the Properties and to have requested any further information with regard to the scope of Works as covered by the Contract. The Tenderer is to note that no claims for additional costs, expenses or increases in prices will be accepted by L&Q as a failure on the part of the Tenderer to comply with the matters set out in this sub-paragraph or the content and requirements set out in above of the Tender Documents generally.
  3. The Tenderer shall be deemed to have satisfied itself as to local conditions, the nature and full extent and character of the Works to be provided, access to and egress from and accessibility of L&Q properties, the extent of the staff, materials, vehicles and equipment required in provision of the Works, the effect that public access to and use of Site(s) will have on the provision of the Works and any other matter that may affect the performance of the Contract.
  4. The Site(s) may be inspected during Normal Working Hours by prior arrangement using the In-Tend Supplier portal as detailed in Paragraph 8.
  5. The cost of complying with any or all of the requirements detailed in the Tender Documents will be deemed to be included within a Tender. The Tender will also be deemed to include all profit and any other overhead and establishment costs necessary (including examining and assessing the quantities of equipment and the prevailing working conditions at each and all of the Sites) whether or not described in the Tender Documents, excepting only those items which have been specifically described and for which individual rates have been shown.
  6. It is essential that Tenderers fully understand the scope of the Works and the meaning and operation of the envisaged Contract and should satisfy themselves that if they have any queries on these matters that they raise them in accordance with Paragraph 8. L&Q shall have no liability in the event that that Works undertaken or required differ from or are greater than or less than the value they envisaged based on the Tender Documents or other information given to them at tender stage.
  7. The Tenderer should seek all technical, financial and legal advice as part of their investigation processes and fully satisfy themselves as to their legal and other obligations not only in relation to this ITT and the procurement process but also in respect of the Contract including but not limited to the methods and resources needed to meet L&Q’s requirements as set out in all sections of the Tender Documents.
  8. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any information provided by L&Q.
  9. Tenderers are to note that L&Q shall not be held responsible or liable for any inaccurate information obtained by any Tenderer whether from a servant or agent of L&Q or otherwise and whether or not the inaccuracy is due to want of care on the part of L&Q.

1. **CLARIFICATION REQUESTS**
   1. All questions or requests for clarification or further information must be submitted via the In-Tend e-Tendering portal no later than the deadline for ITT Clarifications specified in Paragraph 5.
   2. Except as stated below, all questions and requests for clarification or further information and the corresponding responses, will be circulated by L&Q to all Tenderers but the identity of the Tenderer raising the query will not be disclosed.
   3. Any question or request for clarification or further information which a Tenderer believes to be commercially confidential to them is to be clearly marked ‘Confidential – Not To Be Circulated To Other Tenderers’. If L&Q considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Tenderer who has submitted it. The Tenderer must as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential.
   4. Queries received from Tenderers after the deadline for the submission of clarifications or by any means other than via the In-Tend e-Tendering portal will not be answered.
2. **AMENDMENTS TO TENDER DOCUMENTS**
   1. In the event, that amendments to the Tender Documents are required then L&Q will issue an appropriate formal Addendum to all Tenderers as early as possible, but not later than seven (7) days prior to the Tender Submission Date. Any such Addendum is deemed to be acknowledged by Tenderers prior to the Tender Submission Date.
   2. No servant or agent of L&Q has authority to vary or waive any part of the Tender Documents other than a member of L&Q’s Procurement Team who shall only do so in writing.
   3. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Tender Documents.

1. **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006**

***At Time of Tender:***

* 1. Tenderers are advised that it is L&Q’s view that the terms of the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendments hereafter collectively referred to as “TUPE” may apply on the commencement of Works. If TUPE does apply those employees of the incumbent contractor who are assigned to providing any service (the “Transferring Employees”) that is continued by the provision of the Works will become employees of the Contractor on their existing terms and conditions of employment, including rates of pay.
  2. It is the responsibility of each Tenderer to satisfy itself whether TUPE will apply under any resultant Contract and L&Q accepts no liability for any failure to do so.
  3. Tenderers are advised to seek independent professional advice on the effects of TUPE on their Tender.
  4. It is the duty of Tenderers to fully satisfy themselves in relation to their obligations under all relevant legislation relating to all matters covered by this Paragraph 10Tand to allow for all costs in such compliance.
  5. L&Q does not guarantee the validity or accuracy of any relevant data that may be provided by incumbent contractors and hereby excludes any liability arising from such, nor can it guarantee that the incumbent contractors will not consider that to provide such data may place them at a commercial disadvantage or in breach of the GDPR.

1. **ANTI-FRAUD, BRIBERY AND CORRUPTION**
   1. L&Q has an Anti-Fraud, Bribery and Corruption policy.
   2. All Tenderers are required to complete the Anti-Fraud Bribery and Corruption Declaration attached as Annex G-2 which confirms no collusion has occurred between Tenderers, and no form of bribery or inducement has been offered to any employee or person involved in awarding the Contract.
   3. If a Tenderer fails to sign and return this as part of its submission the Tender may be deemed to be non-compliant and their tender submission will by rejected by L&Q.
2. **TENDER ERRORS AND VALIDITY PERIOD**
   1. If, upon examining a Tender, L&Q detects an error in price entry or computation which can be resolved using information which has already been submitted, the Tenderer shall be given details of the error(s) and afforded an opportunity to correct such error(s) or withdraw the Tender.
   2. Unless otherwise stated, Tenders are to remain valid and open for acceptance by L&Q for a minimum period of 20 calendar weeks from the Tender Submission Date and thereafter unless formally notified in writing to L&Q.
3. **TENDER EVALUATION**
   1. Contractor selection will be undertaken on the basis of the most economically advantageous offer, with both quality and price forming part of the Tender evaluation process. The award criteria are set out in (Annex B-2) in this Tender Documentation.
4. **REJECTION OF TENDERS**
   1. L&Q shall reject a Tender without prejudice to any other civil remedies available to L&Q or any criminal liability the Tenderer may attract, if the Tenderer:
   2. fixes or adjusts the price shown in its Tender by or in accordance with any agreement with any other person, or by reference to any other Tender submission;
   3. communicates to any person other than L&Q the amount or approximate amount of the prices shown in its Tender except where such communication is made in confidence in order to obtain quotations necessary for insurance, guarantee undertaking or other matters referred to in these Tender Documents;
   4. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender or shall limit, restrict or amend the prices to be shown by any other Tenderer in its Tender submission;
   5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration whether directly or indirectly to any other person for doing or having done or for causing or having caused to be done any act of omission in relation to any other Tenderers or any other person's proposed Tender; or
   6. shall have offered, given or agreed to give any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Group, or if the like acts shall have been done by any person employed by the Tenderer or acting on its behalf (whether with or without the Tenderer’s knowledge) or if, in relation to any contract with the Group, the Tenderer or any person employed by that Tenderer or acting for them shall have committed an offence under the Bribery Act 2010.
   7. L&Q may (but shall not be obliged) at its discretion but always acting proportionately and in accordance with the law deselect a Tenderer or a Contractor if:
5. the Tender is incomplete, misleading or inaccurate;
6. the Tender is not submitted as stated and required by L&Q which therefore makes a Tender ‘not compliant’ for evaluation and full consideration by L&Q. The Tenderer is to note that this applies to both technical and price elements;
7. the Tenderer seeks to negotiate; or
8. the Tenderer makes material changes to, or (in L&Q’s opinion) a material change takes place in respect of, any aspect of either their Selection Questionnaire (if applicable) or Tender unless substantial justification can be provided to the satisfaction of L&Q.
   1. L&Q further reserves the right to reject or disqualify a Tenderer where there is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tender.
   2. If a Tender appears to be abnormally low L&Q is required to follow the process in Regulation 69 of the Public Contracts Regulations 2015. A failure to provide a satisfactory explanation for a low price may lead to disqualification of the Tenderer.
   3. L&Q requires all actual or potential conflicts of interest to be resolved to its satisfaction. Other than where the conflict of interest arises during the Tender Period, this must be done before the delivery of Tenders in response to this ITT. This includes any conflicts of interest arising during the Tendering and evaluation processes where a Tenderer or a subcontractor/supplier or adviser to the Tenderer is:
9. the same firm or company or a member of the same group of companies as another Tenderer or a subcontractor/supplier or adviser put forward by another Tenderer in respect of the Works; or

1. an adviser to or a member of the same group of companies as an adviser to L&Q.

For reference, the relevant advisers of L&Q are:

Anthony Collins Solicitors LLP

* 1. Resolving a conflict of interest may (at L & Q’s discretion) require the withdrawal of a Tenderer or one of the Tenderers subject to the conflict of interest.

1. **COMPLIANCE AND OTHER INFORMATION**
   1. Submissions will be checked initially for compliance with the ITT and for completeness. Submissions that are not substantially complete and/or compliant with this ITT may be rejected.
   2. Failure to return required information or signed certificates may result in a rejection. During the evaluation period, L&Q reserve the right to call for further information or clarification from the Tenderers or raise clarification questions of Tenderers to assist in its consideration of their submissions and delay the final evaluation of such Tenders until the deadline for the provision of the further information or clarification or response to those questions.
   3. Calls for further information or clarification of a Tender or Tender clarification questions are not intended to allow Tenderers to reopen negotiations on any aspect of their Tenders. The further information or clarification provided or the question responses must be confined to the matters on which clarification is sought.
   4. For information, a “Checklist of Information Required” is given in (Annex B-3 of the Tender Documents).

**ANNEX B-1 USING THE IN-TEND E-PROCUREMENT SYSTEM**

Tenders must be submitted utilising L&Q’s e-Tendering Supplier portal In-Tend <https://in-tendhost.co.uk/lqgroup/aspx/Home>.

For guidance on using In-Tend, please visit the Support Pages at <https://in-tendhost.co.uk/lqgroup/aspx/Help>.

In preparing and submitting their SQs, Tenderers are to note the following acceptable file types:

* + - * Adobe PDF
      * Microsoft Office (**version 2010 or earlier**) i.e. Word, Excel, PowerPoint etc
      * Microsoft Project (**version 2007 or earlier**)
      * Picture files i.e. jpeg, gif, bitmap, png etc
      * Zip Files – before submitting a Tender, Tenderers must check these have successfully uploaded to the Supplier Portal. This should be done by attempting to open the Zip file upload as shown within the portal

- If a Tenderer wishes to submit any other file type, they must ensure that it is acceptable to L&Q before uploading their ITT, by raising a query via In-Tend.

L&Q will not be able to accept documents larger than (A3) size.

All Forms and Certificates that require a signature must be physically signed, scanned and submitted as a PDF copy. **Electronic signatures will not be accepted**.

Submissions must include all documentation and information as stated in the ITT.

Document files must be labelled using the following format:

Question Number\_Description of File

i.e.: E4\_Details of Potential Staff

When uploading documents Tenderers should use the appropriate placeholder where this has been requested.

The recommended maximum individual file size per upload is 20 megabytes.

Tenderers are strongly advised to allow adequate time for uploading their ITT in advance of the deadline to avoid any last-minute problems.

For questions on how to use the web site please contact the In-Tend Support team at [support@in-tend.com](mailto:support@in-tend.com) or on

**0845 557 8079 / +44 (0) 114 407 0065** alternatively please contact the L&Q Procurement Team at [procurement@lqgroup.org.uk](mailto:procurement@lqgroup.org.uk).

**ANNEX B-2 EVALUATION METHOD, AWARD CRITERIA & PRICING GUIDANCE**

**1. AWARD CRITERIA**

Award will be on the basis of the most economically advantageous tender (MEAT). The award criteria is split **Price (40%) & Quality (60%)** and scores will be calculated in accordance with the methodology detailed below.

The requirement for all bidders is to be able to demonstrate that they can fulfil a **MINIMUM** of 3 x Disrepair jobs per week against the following response times:-

- Confirm the appointment with the resident within 5 working days of instruction;

- Complete the works within the pre-agreed timescale, as detailed in the legal agreement with the resident.

L & Q would like to award **NINE** Contracts, as follows:-

**Contracts for Disrepair**

Three for each Contract Region/Lot.(Based 1st, 2nd & 3rd). These Contract Regions/Lots are set out in Section 4.

Based on the ranking of each Region (as detailed in the Evaluation Method) we will award a 1st place operator, a 2nd place operator and a 3rd place operator. Based on the ranking all relevant Disrepair works will be allocated in that order. Depending on performance (measured against KPI’s on a monthly basis) the ranking can be changed at L & Q’s discretion.

Each Contract Region/Lot will cover a different geographic Regions/Lots 1, 2, and 3 contain at least two of the previously named operational Neighbourhoods; these are the local offices which deliver housing management services to the local residents. Please refer to Schedule 17 Location Maps – Neighbourhood Geographical Areas.

This is the ITT for all 3 x **Contract Regions/Lots**.

A Tenderer may submit a Tender for one or more or all of the Region/Lots. Each Tenderer is required to state which of the Regions/Lots its Tender is for, in the table in the Form of Tender. A Tenderer may be awarded against all 3 x Contract Regions/Lots

Lot 2 is the largest (18,904 dwellings)

Lot 3 is the second (18,213 dwellings)

Lot 1 is the third (15,962 dwellings)

**2. QUALITY (60%)**

To be evaluated against the Tenderers responses to the Technical/Quality Questions in (Annex H-2).

The following scoring scale will be used to allocate scores for each of the Quality questions:

| **Score** | **Interpretation** |
| --- | --- |
| 0 | Either no answer is given or the answer provides no evidence that the Tenderer meets any of L&Q’s requirements. |
| 1 | The answer provides some evidence that the Tenderer meets some of L&Q’s requirements but only in a minimal way. |
| 2 | The answer provides satisfactory (or better) evidence that the Tenderer partially meets L&Q’s requirements. |
| 3 | The answer provides good (or better) evidence that the Tenderer meets a majority of L&Q’s requirements. |
| 4 | The answer provides very good (or better) evidence that the Tenderer meets nearly all of L&Q’s requirements. |
| 5 | The answer provides excellent evidence that the Tenderer fully meets all of L&Q’s requirements. |

A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder’s response to a question.

Each Quality question has a multiplier, which will be applied to the score given in accordance with the scoring scale above to give a final weighted score for each question as shown in the **example** below.

The Quality score will be weighted to 60% and added to the Price weighting (40%) to give a total score out of 100.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **QUESTION** | **Marks Available** |  |  | **TENDERER ( A )** | | **TENDERER ( B )** | | **TENDERER ( C )** | |
| **Multiplier** | **Total**  **Score Available** | **Score (out of 5)** | **Weighted Score** | **Score (out of 5)** | **Weighted Score** | **Score (out of 5)** | **Weighted Score** |
| **Resource (1)** | **5** | **2** | **10** | **3** | **6** | **3** | 6 | 4 | 8 |
| **Experience & Response (2)** | **5** | **2** | **10** | **4** | **8** | **3** | **6** | 4 | **8** |
| **Trade Coverage (3)** | **5** | **2** | **10** | **5** | **10** | **2** | **4** | 5 | **10** |
| **Safety (4)** | **5** | **2** | **10** | **3** | **6** | **4** | **8** | 4 | **8** |
| **RESOURCE & RESPONSE (TOTAL):** | **20** | **2** | **40** | **15** | **30** | **12** | **24** | **17** | **34** |

**3. PRICE (40%)**

PRICE = PERCENTAGE UPLIFT

The Tender prices will be evaluated by a different panel who evaluated quality. The panel evaluating quality will not be made aware of any of the prices bid.

The Price will be evaluated with the lowest Tender price scoring 40 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. All results will be rounded to two decimal places. The formula used will be:

(Lowest Tender Price/Tenderer’s price) x 40 = Tenderer’s price score

The maximum score of 40 marks will be awarded to the Tenderer with the lowest Tender price with each other Tenderer being awarded a score which is the product of 40 multiplied by the ratio between the lowest Tender price and the Tenderer’s Price expressed as a fraction.

E.g. the lowest total Tender price is £100,000 and will score 40 marks. A second total Tender price is £125,000 and would score 32 marks, as calculated below:

**100,000/125000 X 40 = 32**

*Example Price Scoring Table*

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR** | **TENDER SUM** | **OUT OF 40 MARKS** |
| 1 | £100 | 40 |
| 2 | £200 | 20 |
| 3 | £400 | 10 |
| 4 | £800 | 5 |
| 5 | £1600 | 2.5 |

If a Tenderer submits a free of charge Tender, for evaluation purposes, that offer will be allocated a price of 1p. The Tender with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Tender.

The final overall quality + price score for each Tenderer is obtained by adding the final weighted quality score for that Tenderer to the final weighted price score for that Tenderer to give an overall combined quality + price score out of 100.

**Example:** For Tenderer 1 the final weighted resource and response score is 34 and the final weighted price score is 30.77. This gives an overall quality + price score of 64.77.

Each Tenderer’s overall quality + price score will be compared with the other Tenderer’s overall quality + price scores to identify the successful Tender(s).

**Tenderers** are required to complete and return the following: -

The attached Pricing Document – Annex H-3

The prices submitted by the successful Tenderer will be fixed for the duration and completion of the works.

**Pricing Document**

**Your pricing submission should be based on a percentage price adjustment against the M3 National Housing Federation (NHF) Schedule of Rates Version 7**

**You are required to insert your percentage price adjustment in the cells highlighted in Yellow. The spreadsheet will automatically generate a nominal sum for evaluation purposes only. You are required to submit a percentage price adjustment for all contract regions. Any submission with items not price will be deemed a non-compliant bid. Any cell highlighted in yellow with 0.00% price adjustment will be deemed to be a percentage adjustment of 0.00%, i.e. the NHF SoR V7 rates will apply unadjusted.**

**PRICING SHOULD BE BASED AGAINST THE FOLLOWING INDICATIVE FIGURES FOR DISREPAIR BASED ON AN AVERAGE PER ANNUM**

**SPEND**

£2m/annum which is the total spend on Disrepair across the organisation is not a guarantee of total contract value available

**VOLUMES**

500 Disrepair Jobs per annum / Average Cost £4,000

FOR EVALUATION PURPOSES THE APPROXIMATE NUMBER OF DWELLINGS ARE AS FOLLOWS:

* EAST & NORTH EAST – 15,962 DWELLINGS
* THAMES, SOUTH & SOUTH EAST – 18,904 DWELLINGS
* SOUTH WEST, WEST & NORTH – 18,213 DWELLINGS

**Tenderers** for ALL Contract Regions/Lots are required to complete and return the following: -

1) The attached Schedule of Rates (hereafter referred to as the “Schedule of Rates”)

The prices submitted by the successful Tenderer will be fixed for the first year of the Contract until 9th Jan 2023.

Pricing for: -

East – Approx. Properties 7,605

Thames – Approx. Properties 7,196

South – Approx. Properties 4,805

South East – Approx. Properties 6,903

South West - Approx. Properties 6,048

West – Approx. Properties 6,228

North – Approx. Properties 5,937

North East – Approx. Properties 8,357

**4. PRICING EVALUATION METHODOLOGY**

ANNEX H-3 – SCHEDULE OF RATES PRICING DOCUMENT

Based on the approx number of cases expected (these are notional quantities for evaluation and are not a guarantee of the contracted volumes) as a guide to the numbers expected for each area and an average job value of £4,000 (the majority of previous historical jobs are between £3k - £5k).

There is added pricing detail for any works that may be carried out outside of the SoR and included day rates, materials and plan on-costs and scaffolding/access.

The aim of the pricing document is to generate a cost against each contract region for tender comparison purposes only, not necessarily intended to be a fixed cost tender bid but a method of comparing the suppliers pricing competitively.

The 3 contract regions are ranked in terms of anticipated values.

**5. GUIDANCE**

Tenderers are invited to price the Schedule of Rates (SOR)

L & Q operates in an environment where financial resources are finite and the repercussions of overspend are considerable. The Core will therefore place significant importance on accurate financial management and cost predictability throughout the duration of the Contract and will intervene if projections indicate an overspend is likely.

Whilst L & Q considers this to be a positive and exciting challenge, L & Q is conscious of the potential risks if the relationship falters.

L & Q wants to be confident that the selected Tenderer has a strong understanding of the risks that may affect L & Q and that the selected Tenderer take a practical approach to risk management throughout the duration of the relationship.

Tenderers for ALL Contract Regions/Lots are required to complete and return SOR Rates

As stated in ITT, Pricing will count for 40% of the total marks available for bids for the Contract.

The Employer is seeking to develop a committed partnership and engage a contractor who maximises their skills and resources and who can provide a lead role on delivering all the Services required by the Employer. This in turn will allow the Employers staff to focus in on the key operational issues and hence minimise any duplication of resources for managing the Contract. Tenderers will need to demonstrate to the Evaluation Panel that they have the requisite skills, infrastructure, resources and procedures already in place to deliver the Services required by the Employer. Examples of the standard expected of the Bidders are:

* Being able to self-audit all aspects of the Services to ensure that consistently high levels of service are attained, including quality checks on personnel, site works and sub-service provider;
* Providing accurate and detailed cost information to enable forward planning and budget forecasting on a quarterly basis; and
* Taking responsibility for ensuring the Employers compliance with Health and Safety within current statutory legislation for all aspects of the Services in as far as their work active/ties are concerned.

**5. TOTAL SCORES**

Each Tenderer’s Quality Score (out of 60) and Price Score (out of 40) will be added together to give a total score out of 100.

**ANNEX B-3**

**CHECKLIST OF INFORMATION REQUIRED.**

Before submitting a Tender, Tenderers should ensure they have answered all relevant questions appropriate to their application, completed all sections in full and signed all Declarations, Form of Tender etc. as necessary.

The following list has been prepared to enable Tenderers to check requirements and ensure the relevant documentation is returned.

Notwithstanding the contents of the Checklist, it is the full responsibility of the Tenderer to ensure that all relevant documentation is returned as part of their completed Tender submission.

|  |  |  |  |
| --- | --- | --- | --- |
| **DOCUMENT** | **DESCRIPTION** | **REQUIRED** | **🗸** |
| Annex H-1 | Form of Tender | Yes |  |
| Annex H-2 | Technical / Quality Questions | Yes |  |
| Annex H-2A | Supplier Questionnaire Information and Exclusion Grounds  Mandatory Financial Due Diligence Requirements | Yes |  |
| Annex H-2B | Financial Analysis | Yes |  |
| Annex H-3 | Pricing Schedule | Yes |  |
| Annex H-4 | Modern Slavery & Human Trafficking | Yes |  |
| Annex H-5 | Non-Collusion Certificate | Yes |  |
| Annex H-6 | Compliance Certificate | Yes |  |
| Annex H-7 | Certificate of Bona Fide Tender | Yes |  |
| Annex H-8 | Form of Declaration | Yes |  |

**ANNEX H-1**

**FORM OF TENDER DISREPAIR – REPAIRS AND MAINTENANCE**

I/We the undersigned return this Tender and confirm that we are bound by the proposals submitted in accordance with the Tender Documents as defined in the Instructions to Tenderers.

I/We unconditionally offer to undertake the Works requested to be provided and performed under the Invitation to Tender (ITT) and in accordance with the Contract and any Orders issued under the Contract.

I/We understand that by the nature of the Works covered by the ITT, no guarantee can be given by London & Quadrant Housing Trust with regard to the value, Works requirement, duration or continuity of the required Works.

I/We confirm that we have read and understood all the requirements of London & Quadrant Housing Trust set out in the Tender Documents.

I/We further confirm that we have read and understood all of the requirements relating to the submission of my/our Tender submission together with any responses given by way of clarification and further information provided including the matter of confidentiality and the right on the part of London & Quadrant Housing Trust in relation to the grounds for the rejection of Tenders exclusion of and Contractors from the Tender process.

I/We confirm that I/we understand the grounds for the operation of the procedure under which London & Quadrant Housing Trust can exercise their rights to reject my/our offer/Tender and further that these grounds are without prejudice to any other remedies available to London & Quadrant Housing Trust.

I/We confirm that I/we have taken all technical and legal advice as part of my/our investigation process in relation to both my/our Tender submission and also in respect of the Conditions of Contract.

I/We further confirm that I/we have, as part of this Tender, provided London & Quadrant Housing Trust with full details of any changes in directors, partners, members, control, ownership or financial position and economic standing of our company which should be disclosed to London & Quadrant Housing Trust and which would affect consideration and acceptance of the Tender submission.

I/We warrant, represent and undertake to London & Quadrant Housing Trust that I/we:

(1) have complied with all the conditions of the Tender Documents;

(2) have satisfied ourselves as to the correctness and sufficiency of the information included in my/our Tender;

(3) have full power and authority to enter into a Contract and to undertake the relevant Works;

(4) are of sound financial standing and have and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the Works;

(5) have as appropriate obtained all necessary consents, licenses and permissions to enable me/us to carry out the Works and will from time to time obtain and maintain all further and other necessary consents, licenses and permissions to enable me/us to continue to do so.

I/We have satisfied myself/ourselves as to the accuracy and sufficiency of our tendered prices, rates and percentage additions and confirm that they (except in so far as it is otherwise provided for in the Contract) cover all my/our obligations, liabilities, risks and other matters in connection with fully and properly undertaking all the Works required and ordered in accordance with the Contract.

I/We confirm that the prices and rates set out in the Price Schedule in this Tender submission shall remain fixed for the term of the Contract, save as they may be adjusted in accordance with the Contract..

I/We agree that our Tender shall remain open and valid for acceptance by London & Quadrant Housing Trust for a minimum period of 20 calendar weeks from the Tender submission date and thereafter until formally notified in writing to London & Quadrant Housing Trust.

I/We confirm that the Rates and Prices in the Pricing Document and all total sums or amounts are exclusive of Value Added Tax (VAT) which will be recoverable from London & Quadrant Housing Trust in accordance with the VAT liability of our Company.

I/We certify that the details of this Tender submission and the associated documentation, the prices which comprise our offer or the total of our offer have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

I/We acknowledge that London & Quadrant Housing Trust are not bound to accept the lowest or any Tender submission London & Quadrant Housing Trust may receive, and we further acknowledge that London & Quadrant Housing Trust reserve the right at its absolute discretion to accept or not to accept any Tender submission submitted or to abandon the procurement process in whole or in part.

I/We undertake and agree that if this Tender is accepted by London & Quadrant Housing Trust, the said Tender and the duties and obligations shall from the date of such acceptance form a binding contract between us.

I/We enclose under the cover of this Tender submission electronic copies of the following documents:

* Pricing Document – Schedule of Rates
* Responses to the Technical/Quality Questions
* All other information as required within the Tender Documents.

I/We confirm that the amounts set out in the completed Pricing Document – Schedule of Rates (Annex H-3) represent our offer in respect of each Region/Lot.

I/We agree to the following: -

(1) To execute the Contract as a Deed for the proper and complete execution of all Works to be provided under the Contract and Orders issued to us.

(2) To commence and carry out Works under the Contract as directed by London & Quadrant Housing Trust in accordance with all the terms of the Contract.

I/We further acknowledge that we are fully responsible for all costs and expenses in the preparation and submission of my/our Tender and any subsequent elements of the procurement process and accept that no reimbursement or payment will be made by London & Quadrant Housing Trust to us for such costs and expenditure, the definition of which shall also include expenses, fees, disbursements and any other costs.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents may cause the Tender to be rejected.

I/We are tendering for a Contract in the Region/Lots referred to in the table below and I/we acknowledge that if I/we submit the highest scoring Tender for more than one Region/Lots I/we will be awarded a Contract for the largest of those Regions/Lots by number of Properties in each of those Regions/Lots.

|  |  |
| --- | --- |
| **Region / Lots** | **Our Tender is for a Contract in each of the Regions/Lots in which we have entered “Yes”** |
| **Region 1 / Lot 1**  East  North East |  |
| **Region 2 / Lot 2**  Thames  South  South East |  |
| **Region 3 / Lot 3**  South West  West  North  Counties |  |

Dated this …………………………………. day of [ ] 2019

Signed for and on behalf of the Tenderer:

Signed: ………………………………………… Signed: ...………………………………………….

Name: ………………………………………… Name: ……………………………………….......

Position: ……………………………………. Position: ...……………………………………….

Tenderer’s Name: ……………………………………………………………………………............................

Company Registration Number: ...........................................................................................................

Address: .................................……………………………………………………………………………….............................

…………………………………………………………………………………………………………………………………………………………

Registered Office Address if different from above................................................................................

.................................................................................................................................................................

.................................................................................................................................................................

**ANNEX H-2**

**TECHNICAL/QUALITY QUESTIONS**

1. Technical/Quality submissions will be evaluated using Tenderer responses to this Annex.
2. Tenderers are to:
3. ensure their submission is clearly marked with the relevant section and question; and
4. use pitch size 11, font type: Arial.
5. Where a restriction has been placed on the number of pages or word count to be submitted in response to a question, any pages or appendices exceeding that number will be disregarded in the evaluation of a Tender.
6. Tenderers are not to include general marketing or promotional material for their company, either as answers to any of the questions, or for any other reason. L&Q will not consider any such information and any submission, which would not be complete but for the inclusion of such information may be excluded from further consideration.
7. Tenderers must check the word count of their response and enter the word count in the box indicated against each question.
8. Tenderers only need to submit 1 response to each question which will cover all Regions/Lots.

|  |
| --- |
| **QUESTION 1 –RESOURCE : - (10 Marks)** |
| **Resource Availability**  1.1 Tenderer to provide the following details in relation to resource availability and currently employed.   1. The total number of tradespeople employed by you, or available to you in your supply chain, who regularly undertake Disrepair work for you.   [ANSWER: Total trades people = ……..nr]   1. What proportion of the above are on employed on PAYE basis (versus Subcontract basis).   [ANSWER: Proportion employed on PAYE basis is…………, and on Subcontract basis is …………….]   1. What proportion of total workforce (a) above are currently employed on other frameworks.   [ANSWER: Proportion of available workforce (a) fully engaged on other frameworks is……………]   1. What proportion is to be committed to this L&Q Framework.   [ANSWER: [Proportion of workforce (a) available to be committed to L&Q framework is………………]  1.2 With reference to the response above and your experience of working on Disrepairs, outline why you feel the workforce commit to L&Q (in C above) will be sufficient to maintain L&Q’s requirements in respect of Disrepair volume, quality and customers service (if necessary, outline your contingency plans to resolve any shortfall).  **Responses to question 1.2 must not exceed 500 words.**  Score marked out of 5 (as per the Quality Evaluation – Scoring Scale) and then multiplied by 2 |
| *[Enter response here]*  (Word Count \_\_\_\_\_\_\_\_) |

|  |
| --- |
| **QUESTION 2 –EXPERIENCE & RESPONSE : - (10 Marks)** |
| **Experience & Commitments**  2.1 The Tenderer to provide brief details of THREE current (or recently completed) Disrepair framework contracts they have been engaged on. Provide the following information for each framework   1. Duration and approximate overall value of works undertaken   [Framework 1 Wks….., £………] [Framework 2 Wks….., £………] [Framework 3 Wks….., £………]   1. The average quantity of Disrepair jobs undertaken per week.   [Framework 1 ……. per week] [Framework 2 ……. per week] [Framework 3 ……. per week]   1. The overall average cost of Disrepair works undertaken per week.   [ [Framework 1 £……. Ave cost] [Framework 2 £……. Ave cost] [Framework 3 £……. Ave cost]  2.2 Briefly outline how your framework experiences above and lessons learnt will benefit this L&Q Framework particularly in regard to;   1. How you will work with tenants (communication, safeguarding etc) to understand their demands and needs and ensure (where possible) works are completed first time. 2. Planning and balancing workforce / resource requirements across multiple contracts and what contingency arrangements you will put in place to deal with peaks and troughs in workload.   **Response to question 2.2 must not exceed 500 words (combined total).**  Score marked out of 5 (as per the Quality Evaluation – Scoring Scale) and then multiplied by 2 |
| *[Enter response here]*  (Word Count \_\_\_\_\_\_\_\_) |

|  |
| --- |
| **QUESTION 3 –TRADE COVERAGE: - (10 Marks)** |
| **Trade & Geographic Coverage**  3.1  It is a requirement of this Framework that the tenderer commit to undertake works across all L&Q regions (refer to ITT map). However, we recognise the available resource (addressed in question 1 above) may be more suited to able to react quicker in certain geographies. What proportion of the overall resource is best suited to the following geographic locations:   * North London * South London * East London * West London   3.2 Score marked out of 5 (as per the Quality Evaluation – Scoring Scale) and then multiplied by 2 |
| *[Enter response here]*  (Word Count \_\_\_\_\_\_\_\_) |

|  |
| --- |
| **QUESTION 4 –SAFETY: - (10 Marks)** |
| **Safety & Certification**  4.1 Please answer / provide the following;   1. How many accidents resulting in injuries requiring more than 3 days leave have occurred in the last 12 months. 2. What proportion of your available workforce are Asbestos Trained. 3. Copy of your Health and Safety policy (attached as an appendix).   Score marked out of 5 (as per the Quality Evaluation – Scoring Scale) and then multiplied by 2 |
| *[Enter response here]*  (Word Count \_\_\_\_\_\_\_\_) |

**ANNEX H-2A**

**SUPPLIER QUESTIONNAIRE INFORMATION AND EXCLUSION GROUNDS**

**MANDATORY FINANCIAL DUE DILIGENCE REQUIREMENTS**

Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Questionnaire is a self-declaration, made by you (the Applicant), that you do not meet any of the grounds for exclusion . If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back via the In-Tend Supplier Portal: https://in-tendhost.co.uk/lggroup along with the selection information requested in the procurement documentation.

This includes a questionnaire that asks for financial and technical information from you. The financial information which we are asking you to provide allows L&Q to be satisfied that Applicants have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period.

L&Q will exclude any Applicant who answers 'Yes' to the Exclusion Grounds in Section 2 of the Questionnaire and may exclude any Applicant who answers 'Yes' to the Exclusion Grounds in Section 3 of the Questionnaire. The decision to exclude Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by Applicants demonstrating the reliability of the Bidder despite the existence of a relevant exclusion ground and L&Q considering such evidence to be sufficient.

L&Q will then assess submission responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria are set out in the Pass/Fail Criteria matrix below:

The questions in Part 1 (Supplier Details) are for information only. Although “information only” questions are not scored, legally they are representations made by the Applicant in the procurement process. An Applicant can be excluded from the procurement process at any stage if any of those representations are found to be materially untrue. L&Q’s evaluation panel will first assess whether or not an Applicant has met L&Q’s minimum selection standards (pass/fail questions). L&Q may take professional advice on this. Any Applicant who “fails” L&Q’s minimum selection standards (pass/fail questions) will be excluded from this procurement.

Economic and Financial Standing Evaluation Methodology (Section 4)

The financial information requested and submitted in response to Question 4.1 (Economic and Financial Standing) will be evaluated and assessed by L&Q in the following way: • Audited accounts, statement of turnover and cash flow, financial status will enable L & Q to: a) Identify the industry economic characteristics b) Identify company strategies c) Assess the quality of the financial statements d) Analyse current profitability and risk e) Value the Bidder Process carried out in collaboration with L&Q's Finance Team however if the Bidder is unable to provide statements or demonstrate status then this will result in a Fail.

The financial information requested and submitted in response to Question 4.2 (Economic and Financial Standing) will be evaluated and assessed by L&Q in the following way: • L & Q have a turnover requirement for this contract of £ 1 million per annum, which the Applicant should meet plus a score of more than 150 by reference to Appendix A . If the answer is “No” and the score is not met, then this will result in a Fail

Methodology for Section 5 – Wider Group - Where an Applicant relies on the capacity of other entities with regard to criteria relating to the assessment of economic and financial standing, L&Q reserves the right to require the Applicant and those entities to be jointly liable for the execution of the contract.

The responses to Questions 5.1 to 5.3 will be evaluated and assessed by L&Q in the following way: • 5.1 Parent Company Accounts (this will be required if you do not have a Credit Score (on Credit Safe) of 30 or above) – if “No” then this will result in a Fail • 5.2 Parent Company Guarantee (this would be your Parent Company providing the necessary Guarantee) – if “No” then this will result in a Fail unless you could provide a Guarantee elsewhere. If the Guarantee provided is from a Parent Company of poor financial standing, then this would not be acceptable and result in a Fail • 5.3 Bank Guarantee (this would be provided if you are not able to obtain a Parent Company Guarantee) – if “No” then this would result in a Fail

Methodology for Section 7 - Modern Slavery Act 2015 1.13 The responses to Questions 7.1 and 7.2 will be evaluated and assessed by L&Q in the following way: • 7.1 Section 54 of Modern Slavery Act – if “N/A go to 7.2 • 7.2 Compliant with Section 54 - if “No” then this will result in a Fail

The responses to Questions 8.1 to 8.3 will be evaluated and assessed by L&Q in the following way: • 8.1 – Insurance - if “No” then this will result in a Fail • 8.2 – Skills & Apprentices – if “No” then this will result in a Fail • 8.3 – Health & Safety – if “No” then this will result in a Fail.

Please answer the following questions in full. Note that every organisation that is to be considered and tender evaluated must complete and submit the Part 1 and Part 2 self-declaration.

Part 1: Supplier Details

|  |  |  |
| --- | --- | --- |
| Section 1 | Supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the Applicant submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[2]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used) or organisation:  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[3]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company or organisation:    - Full name of the immediate parent company or organisation  - Registered or head office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company or organisation:  - Full name of the ultimate parent company or organisation  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company / organisation registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that L&Q may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | Regulations 57(1) and (2)  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes  No  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes  No |
| 2.3(a) | Regulation 57(3)  Has it been established, for your organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes  No |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: L&Q reserves the right to use its discretion to exclude an organisation where it can demonstrate by any appropriate means that the organisation is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |
| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | Regulation 57 (8)  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s 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? | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(i) | 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? | Yes  No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is 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.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Section 4 | Economic and Financial Standing | | |
|  | Question | Response | |
| 4.1 | Please provide a copy of your audited accounts for the last two years. If you have provided this as part of your ITT submission, please answer ‘Y’.  If you are not able to provide a copy of your audited accounts, please answer ‘N’ and indicate which of the following you have provided to demonstrate your economic/financial standing: | | Yes  No |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes  No |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes  No |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes  No |
|  | Note: The evaluation methodology that will be used to assess information supplied is provided. The Financial Analysis (in Appendix A to this ITT) must also be completed and returned as part of your ITT Submission.  Applicants must score a total of 150 for this Section to “Pass”. A score below 150 will “Fail”.  THE ANNUAL TURNOVER REQUIREMENT FOR THIS CONTRACT IS £1,000,000 | |  |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria in the Explanatory Document, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes  No |

|  |  |  |
| --- | --- | --- |
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| Name of organisation | |  |
| Relationship to the Supplier completing these questions | |  |

|  |  |  |
| --- | --- | --- |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes  No |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes  No |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

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

|  |  |  |
| --- | --- | --- |
| Section 6 | Insurance |  |
| 6.1 | 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:  Y/N  Employer’s (Compulsory) Liability Insurance = £10 million  Public Liability Insurance = £10 million  Professional Indemnity Insurance = £5 million (each claim basis)  Product Liability Insurance = £5 million  \*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. | Yes  No |

FINANCIAL ANALYSIS METHODOLOGY

The answers and information provided by the Applicant in response to Section 4 will be assessed to check whether or not the Applicant meets the minimum financial standards to provide the Works.

This will be carried out by performing the following calculations;

1. Turnover1
2. Credit Score2 = Credit score
3. Acid Test1 = (Current assets less Stock or Work in Progress) / (Current Liabilities);
4. Interest Cover1 = EBITDA (Earnings before Interest, Tax and Depreciation) / (Interest Payable)
5. Gearing1 = Total Debt including overdraft / EBITDA

These five elements will be used to derive a Total Weighted Mark (TWM) out of 200.3&4

THE TURNOVER REQUIREMENT FOR THIS CONTRACT IS £1,000,000

Note:

1 The financial ratios and turnover will be calculated as average ratios/turnover based on the information supplied in response to Section 4.

2 The anticipated contract value to be used for the calculation of an Applicant’s relative financial strength will be the value stated in the relevant OJEU Contract Notice or, where a value range is given, the average of such range.

3 The credit score will be obtained via CreditSafe. Where a credit score of this nature is not available or not appropriate, L&Q reserves the right to conduct other checks or perform its own calculations in relation to an Applicant’s risk of business failure and to assess the results of such checks and/or calculations in such a manner as it deems to be analogous and appropriate in the circumstances. For more information about CreditSafe please visit [www.creditsafeuk.com](http://www.creditsafeuk.com/).

4. A Pass will be achieved if an Applicant scores 150 or above (FOOTNOTE[[4]](#footnote-5)).

1. Turnover (Weighted Mark)

* 0 marks = if average turnover for the last two years of audited accounts is lower £1,000,000
* 60 marks = if average turnover for the last two years of audited accounts is equal or more than £1,000,000 but less than £2,000,000
* 100 marks = if average turnover for the last two years of audited accounts is equal to or more than 2,000,000.

1. Credit Score (Weighted Mark)

* = (Credit score per CreditSafe)/(100) x 40

1. Acid Test (Weighted Mark)

* \*= Acid Test Ratio x 10

1. Interest Cover (Weighted Mark)

* \*= Interest Cover x 10

1. Gearing (Weighted Mark)

* \*= (21) – Gearing

\*With a minimum and maximum of 0 (zero) and 20 (twenty) marks respectively. Should a calculation exceed 20 marks, then the Applicant will be awarded 20 marks only. Should a calculation result in a negative mark, then the Applicant will be awarded 0 marks.

Total Weighted Mark = Weighted Mark (turnover + Credit Score + Acid Test + Interest Cover + Gearing)

An example of Financial Analysis is shown below: Contract Value £500,000

An example of Financial Analysis is shown below: Contract Value £500,000

|  |  |  |  |
| --- | --- | --- | --- |
|  | Accounts 2019 | Accounts 2020 | Average |
| Turnover | £1,200,000 | £1,000,000 | £1,100,000 |
| Credit Score |  |  | 80 |
| Current Assets | £500,000 | £600,000 |  |
| Stocks/WIP | £1,000 | £1,000 |  |
| Bank overdraft | £10,000 | £12,000 |  |
| Current Liabilities | £300,000 | £400,000 |  |
| Acid Test | (500,000 - 1,000)/ (10,000 + 300,000) = 1.61 | (600,000 - 1,000)/ (12,000 + 400,000) = 1.45 | 1.53 |
| Profit on ordinary activities before taxation | £510,000 | £510,000 |  |
| Depreciation | £10,000 | £10,000 |  |
| Interest payable | £300,000 | £300,000 |  |
| Interest Cover | (510,000 + 10,000)/ 300,000 = 1.73 | (510,000 + 10,000)/300,000 = 1.73 | 1.73 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Accounts 2019 | Accounts 2020 | Average |
| Debt falling due after more than 1 year | £250,000 | £250,000 |  |
| Gearing | (10,000 + 250,000)/(510,000 + 10,000) = 0.50 | (12,000 + 250,000)/(510,000 + 10,000) = 0.50 | 0.50 |

|  |  |  |
| --- | --- | --- |
|  | Calculation (based on anticipated contract value of £500,000) | Weighted Mark |
| Turnover | £1,100,000 > 2 x £500,000 | 100 |
| Credit Score | (80 / 100) x 40 | 32 |
| Acid Test | 1.53 x 10 | 15.30 |
| Interest Cover | 1.73 x 10 | 17.30 |
| Gearing | 21 – 0.50 = 20.50 | 20.00 |
| Total Weighted Mark | 100 + 32 + 15.30 + 17.30 + 20 | 185.70 |

ANNEX H-2B

INFORMATION REQUIRED FOR FINANCIAL ANALYSIS

|  |  |  |  |
| --- | --- | --- | --- |
| APPLICANT NAME |  | | |
| YEAR ENDING | 2019 | 2020 | SOURCE OF INFORMATION |
| *Example:* | *£XXX, XXX* | *£XXX, XXX* | *From P&L Account* |
| TURNOVER |  |  |  |
| CURRENT ASSETS |  |  |  |
| STOCKS/WIP |  |  |  |
| CURRENT LIABILITIES |  |  |  |
| BANK OVERDRAFT |  |  |  |
| DEBT FALLING DUE AFTER MORE THAN 1 YEAR |  |  |  |
| INTEREST PAYABLE |  |  |  |
| PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION |  |  |  |
| DEPRECIATION |  |  |  |

**ANNEX H-3**

**PRICING SCHEDULE**

**SCHEDULE OF RATES**

|  |  |
| --- | --- |
| **LIST OF CONTENTS** | |
| 1 | SCHEDULE OF RATES - PRICING DOCUMENT MATRIX  EXCEL DOCUMENT – ANNEX H-3 |

|  |  |
| --- | --- |
| APPENDIX C | DAY WORKS |
| APPENDIX O | SOR – APPLICATION FORM |
| APPENDIX P | PRICE ADJUSTMENT |

**PLEASE COMPLETE - ANNEX H-3 – SCHEDULE OF RATES PRICING DOCUMENT EXCEL (ATTACHED)**

Based on the approx number of cases expected (these are notional quantities for evaluation and are not a guarantee of the contracted volumes) as a guide to the numbers expected for each area and an average job value of £4,000 (the majority of previous historical jobs are between £3k - £5k).

There is added pricing detail for any works that may be carried out outside of the SoR and included day rates, materials and plan on-costs and scaffolding/access.

The 3 contract regions are ranked in terms of anticipated values.

The pricing submission is based on a percentage price adjustment against the M3 National Housing Federation (NHF) Schedule of Rates Version 7. You are required to insert your percentage price adjustment in the cells highlighted in Yellow. The spreadsheet will automatically generate a nominal sum for evaluation purposes only. You are required to submit a percentage price adjustment for all contract regions. Any submission with items not price will be deemed a non-compliant bid. Any cell highlighted in yellow with 0.00% price adjustment will be deemed to be a percentage adjustment of 0.00%, i.e. the NHF SoR V7 rates will apply unadjusted.

**ALL RATES PROVIDED FOR INDIVIDUAL JOBS, AGAINST THE SCHEDULE OF RATES PROVIDED WILL BE VALID FOR ALL DISREPAIR WORKS UP TO THE MAXIMUM VALUE OF £10,000 (INCL. VAT)**

**ALL JOBS IN EXCESS OF £10,000 (INCL. VAT) DEEMED TO BE HIGH VALUE/SPECIALIST NATURE WILL BE SUBJECT TO (L&Q RESERVE THE RIGHT – SUBJECT TO INDIVIDUAL DISREPAIR CASES OF HIGH VALUE OR SPECIALIST NATURE) FURTHER COMPETITION. COMPETITION WILL BE AGAINST QUOTATIONS PROVIDED AND CONFIRMATION APPROVAL RETURNED WITHIN 24 HOURS OF RECEIPT.**

**SUCH FURTHER COMPETITION WILL BE RESTRICTED TO SUPPLIERS APPOINTED FOR DISREPAIR WORKS THROUGH THIS FRAMEWORK CALL-OFF PROCESS.**

**WORKS ARE LIKELY (BUT NOT LIMITED TO) TO INDIVIDUAL DISREPAIR WORKS IN EXCESS OF £10,000 OR WHERE SPECIALIST SUB-CONTRACTOR WORKS ARE REQUIRED. WHERE SUCH WORKS ARE PRICED USING THE SCHEDULE OF RATES MODEL, YOUR INITIAL TENDER BID RATES WILL BE DEEMED TO BE MAXIMUM/CEILING RATES.**

**ANNEX H-4**

**MODERN SLAVERY & HUMAN TRAFFICKING CERTIFICATE**

**CERTIFICATE - MODERN SLAVERY AND HUMAN TRAFFICKING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London and Quadrant Housing Trust (“the Employer”)

I/We declare that the Tenderer has not been involved in slavery or human trafficking of any kind and has not been subject to any investigation or convicted of any offence involving slavery or human trafficking.

I/We further declare that the Tenderer has taken or will undertake all appropriate steps to ensure that there is no slavery or human trafficking in its supply chains.

|  |  |  |
| --- | --- | --- |
| 1 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |
| 2 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |

On behalf of ..............................................................................................

Date ......................................

**ANNEX H-5**

**NON-COLLUSION CERTIFICATE**

**CERTIFICATE - NON-COLLUSION**

**ANTI-FRAUD, BRIBERY AND CORRUPTION DECLARATION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London and Quadrant Housing Trust (“the Employer”)

The essence of the public procurement process is that the Employer shall receive bona fide competitive Bids from all Tenderers in compliance with the provisions of the Bribery Act 2010. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

1. communicate to a party other than the Employer the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
2. enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any Tender to be submitted;
3. offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration

directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other Tender or the proposed Tender; or

1. enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

I / We understand that it is a criminal offence to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action would empower L&Q to cancel any contract awarded.

In this Certificate:

* the word “person” includes any person, body or association, corporate or incorporate
* the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.
* the word “Tender” includes all Tender submissions

|  |  |  |
| --- | --- | --- |
| 1 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |
| 2 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |

On behalf of .............................................................................................. Date ....................................

**ANNEX H-6**

**COMPLIANCE CERTIFICATE**

**CERTIFICATE - COMPLIANCE**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To [Employer name] (“the Employer”)

I / We certify that the information supplied in this Tender submission is complete and accurate to the best of my / our knowledge and belief.

I / We confirm that none of the information provided by L&Q regarding this matter has been, or will be, used for any purpose other than responding to this ITT. No such information has been or will be disclosed, copied, reproduced or distributed or otherwise transferred to any third party without the consent of L&Q.

I / We understand that L&Q may reject this Tender if there is a failure to answer all relevant questions or requests fully or if I/ We provide false or misleading information.

|  |  |  |
| --- | --- | --- |
| 1 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |
| 2 | SIGNED | ...................................................................................... |
|  |  |  |
|  | POSITION | ...................................................................................... |

On behalf of ..............................................................................................

Date .............................................

**ANNEX H-7**

**CERTIFICATE OF BONA FIDE TENDER**

The essence of tendering is that the client shall receive bona fide competitive Tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date for this tender any of the following acts:

(a) communicating to a person other than the person calling for these Tenders the amount or approximate amount of the proposed Tender;

(b) entering into any arrangement or agreement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;

(c) offering or paying or giving or agreeing 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 be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and any body or association, corporate or un-incorporate, and "any arrangement" includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular.

SIGNED:

ON BEHALF OF:

DATE:

**ANNEX H-8**

**FORM OF DECLARATION**

To: L&Q Group

I/We the undersigned:

1. Hereby undertake to supply and deliver all, or any of the goods, materials or services, or to carry out the work(s) enumerated on the Specifications and Forms annexed hereto in such quantities, manner and at such time as L&Q Group may direct and to its entire satisfaction at the price(s) or sum(s) stated in the said Forms during the period of the Contract.

2. Hereby undertake to observe the Conditions of Contract.

3. Hereby agree that if my/our Tender is accepted by L&Q Group within twenty six weeks from the date the Tender is due, or such later date as may be agreed between the Tenderer and L&Q Group, that this Tender shall be considered a binding contract between us.

4. Hereby agree that if L&Q Group does so desire on the acceptance of this Tender, will enter into and execute a contract incorporating into this Tender the said Specification, Forms of Tender and Conditions of Contract.

5. Hereby accept that L&Q Group does not bind itself to accept the lowest or any Tender.

6. Hereby agree that this Tender is made at our expense.

SIGNATURE DATE

DESIGNATION

FOR AND ON BEHALF OF

ADDRESS

TELEPHONE NO FAX NO

**section B**

**CONDITIONS OF CONTRACT**

|  |  |
| --- | --- |
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1. **FORM OF CONTRACT**

The Articles of Agreement and Conditions of Contract will be the Measured Term Contract 2016, incorporating all current revisions issued by the Joint Contracts Tribunal and published by Sweet and Maxwell Ltd. (“MTC”) except as amplified or amended below or elsewhere in the Contract Documents.

Any discrepancy between two or more Contract Documents or parts of one of them should be notified to Contract Administrator and the Employer before work commences under the Contract as no claim will be entertained due to the Contractor's failure to comply with this provision.

The Contractor will be deemed to have included in his tender for full compliance with all clauses of the Conditions of Contract, including all amplifications, deletions and amendments which follow.

**2 JCT (L&Q) SCHEDULE OF AMENDMENTS**

***ARTICLES OF AGREEMENT* – *CONDITIONS***

**Article 9 Incorporation and amendment of Schedule of Amendments**

The Conditions of the Joint Contracts Tribunal Standard Form of Measured Term Contract 2016 edition (“JCT MTC”) shall be amended as provided in the Schedule of Amendments (which has been signed by or initialled on behalf of both parties). If there is any discrepancy between the Conditions in JCT MTC and the amendments contained in that Schedule of Amendments, those in the Schedule of Amendments shall prevail.

**Article 10 Performance bond**

The Contractor shall, within 14 days of a written request from the Employer, procure the execution and delivery to the Employer of a performance bond in the form of Part 1 of Appendix 1 to the Schedule of Amendments to this Contract with only such amendments as the Employer may approve.

**Article 11 Parent company guarantee**

The Contractor shall, within 14 days of a written request from the Employer, procure the execution and delivery to the Employer of a parent company guarantee, in the form of Part 2 of Appendix 1 to the Schedule of Amendments to this Contract with only such amendments as the Employer may approve.

**Conditions**

The Conditions of Contract shall be amended, deleted or supplemented as follows:

**Section 1 Definitions and Interpretation**

### Definitions

1.1 INSERT clause 1.1 the following additional definitions:

“Assigned Employee: an employee or worker of the Contractor or of a Subcontractor who may be the subject of a Relevant Transfer to a Successor Contractor at any time after the Commencement Date but not including a Transferring Employee.

Commencement Date: the date on which the Contractor starts to deliver the Works under this Contract.

Confidential Information: any information communicated by either Party to the other on the basis that it is confidential or where it is reasonably obvious, under the circumstances surrounding disclosure, that the communicated information is confidential.

Controlling Party means the Employer or the Contractor when acting in its capacity as a Data Controller;

Data Controller: has the meaning given under Data Protection Law.

Data Processor: has the meaning given under Data Protection Law.

Data Protection Law: all Statutory Requirements relating to the processing of personal data and privacy, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office or any replacement EU or UK data protection or related privacy Statutory Requirements in force in England and Wales.

Data Subject: has the meaning given under Data Protection Law.

DBS Check: a check with the Disclosure and Barring Service (or any successor agency) of the most extensive type available in relation to a person (having regard to the Works they are to undertake under the Contract) whether the person about whom the check is made has any relevant criminal convictions; and/or there are other circumstances that may affect their eligibility to work with children or vulnerable adults.

Deleterious: materials that are:

* generally accepted, or generally suspected, in the construction industry as posing a threat to the health and safety of any person; or posing a threat to the structural stability, performance or physical integrity of the works or any part or component of the works comprising the Order; or reducing, or possibly reducing, the normal life expectancy of the works or any part or component of the works comprising the Order;
* not in accordance with any relevant European or British Standard, relevant code of practice or good building practice; or
* not in accordance with the guidelines contained in the edition of‘ Good Practice in Selection of Construction Materials’ (British Council for Offices) current at the date of this Contract.

Employee Information: all information that the Employer requests (including information referred to Regulation 11(2) of TUPE) regarding the Assigned Employees.

Employer Data: all data (including Personal Data), information, text, drawings, diagrams, images, records or sound embodied in any electronic or tangible medium which the Employer supplies or gives access to the Contractor under this Contract or which the Contractor produces or obtains or in connection with this Contract.

Environmental Laws: any Statutory Requirements and any codes of practice and guidance notes issued by any government department concerning the protection of human health or the environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances.

Equal Pay Legislation: all Statutory Requirements preventing pay differentials directly or indirectly on the grounds of sex, gender, maternity or pregnancy except to the extent that such differentials are justified.

Expiry Date: the date stated in the Contract Particulars as the date on which the Contract Period shall end.

Force Majeure any event beyond the reasonable control of the affected Party which does not relate to its fault or negligence including Act of God, expropriation or confiscation of property or other Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes, power shortages and computer viruses. Force Majeure does not include:

* any failure by the Contractor adequately to test any equipment or any materials before their use; and
* strikes or other industrial action by employees of the affected Party or any Subcontractors;
* any inability of the Contractor or its Subcontractors to obtain labour or materials or any delays in being able to do so; or
* anything caused by a breach of this Contract by the affected Party;

Good Industry Practice: the degree of skill, care, prudence and workmanship which would reasonably and ordinarily be expected from a skilled and experienced maintenance contractor or subcontractor carrying out the Works.

Hazardous Substances: any natural or artificial substance (in solid, liquid, gas or vapour form) capable (alone or in combination with any other substance) of causing harm to man or any other living organism supported by the environment, or damaging the environment or public health, or damaging or being capable of damaging buildings or structures or the works comprising the Orders, including any controlled, hazardous, toxic or dangerous waste.

Health and Safety Law: all Statutory Requirements related to the protection of health and safety including the protection of the environment, the prevention of disease and the avoidance of industrial accidents.

Intellectual Property Rights: all intellectual property rights including patents, inventions, trademarks, service marks, logos, designs, design rights (whether registered or not) and all applications for any of them, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Liability: all damages, liability, losses, indebtedness, claims, actions, costs, expenses (including the cost of legal or professional services, on a solicitor/own client basis), proceedings, demands and charges whether arising under statute, contract or at common law.

Personal Data: personal data, as defined under Data Protection Law, concerning either Residents or employees or workers of the Contractor or any Subcontractor and which is obtained or Processed in connection with the Works or this Contract.

Personal Data Breach: any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law)

Previous Contractor: those contractor(s) providing all or part of the Works before the Commencement Date.

Processing: has the meaning given under Data Protection Law and “Process” and “Processed” shall be construed accordingly.

Processing Party means the Employer or the Contractor when acting in its capacity as a Data Processor;

Property: a property to which the Works are to be undertaken when an Order is issued for this.

Protective Measures: appropriate (having regard to nature of the Personal Data to be protected, the harm that might result from a Personal Data Breach, the state of technological development and the cost of implementation) technical and organisational measures including (where applicable):

• pseudonymising and encrypting Personal Data;

• ensuring the confidentiality, integrity, availability and resilience of systems and services;

• ensuring that the availability of and access to Personal Data can be restored promptly after an incident; and

• regularly assessing and evaluating the effectiveness of such measures.

Relevant Employees: the employees (if any) who are the subject of a Relevant Transfer.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Resident: a tenant, leaseholder or licensee of the Employer or another landlord for whom the Employer provides housing management.

Returning Employees: those employees wholly or mainly engaged in the provision of the Works immediately before the Termination Date whose employment transfers to a Successor Contractor under TUPE.

Sensitive Personal Data: has the meaning given under Data Protection Law.

Subcontractor: any subcontractor or supplier (of any tier) to the Contractor.

Successor Contractor: any organisation, body or contractor including the Employer, which undertakes works similar to the Works following the Termination Date.

Termination Date: the date on which this Contract, or the obligations of either of the parties under it terminates.

Transferring Employee: any person whose employment transfers or is deemed to have transferred to the Contractor through a Relevant Transfer on the Commencement Date or the date of issue of the first Order under this Contract including any person who would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE.

TUPE:the Transfer of Undertaking (Protection of Employment) Regulations 2006 Act.

the Works: the works as described in paragraph 1.2 of its Contract Particulars which are to be undertaken under this Contract.”

**Agreement etc to be read as a whole**

* 1. INSERT at the end of clause 1.2, the following:

“In the event of discrepancy between the Contract Documents, the Contract Administrator shall issue an instruction to the Contractor as to which has priority.”

**Headings, references to persons, legislation etc.**

1.3 INSERT a new clause 1.3.7 as follows (moving the “and” from the end of clause 1.3.5 to the end of clause 1.3.6):

“1.3.7 “the terms “including” and “in particular” are illustrative only and shall not limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Contract.”

**Section 2 Carrying out the Work**

**Contractor’s obligations**

2.1 INSERT after the words “the Statutory Requirements” in line 3 the words: “all applicable European and British Standards”. At the end of the clause INSERT the words: “When requested to do so by the Employer, the Contractor shall provide the Employer with evi­dence that he has so complied with, and given all notices required by, the Statutory Requirements."

**Materials, goods and workmanship**

* + 1. DELETE clause 2.2.1 and INSERT new clause 2.2.1:

“2.2.1 The Contractor must undertake each Order:

2.2.1 in accordance with Good Industry Practice;

2.2.2 using materials that are not Deleterious;

2.2.3 by any deadline agreed with the Employer;

2.2.4 in a manner that causes the minimum inconvenience and nuisance from obstruction, dust, noise etc; and

2.2.5 within a culture and working environment in which health and safety is paramount to everybody involved with the Works and in compliance with any Employer health and safety policies, procedures and requirements set out in the Contract Documents.

* + 1. INSERT at the end of sub-clause 2.2.2, the following:

“No approval, express or implied, by the Contract Administrator or the Employer shall in any way diminish the Contractor’s obligations under this Contract or relieve the Contractor from compliance with any of its terms, nor shall any approval of drawings constitute an instruction for, or sanction of, any Variation or Variations incorporated in it.”

2.2.3 DELETE the existing wording in its entirety and INSERT in its place:

2.2.3 “To the extent that the Contractor is required to select materials to be used in the Order or to design works for the purposes of the Order, the Contractor shall use the reasonable skill, care and diligence of a professionally qualified and competent designer of the discipline relevant to the Order in a project of similar size and complexity to the Order. The Contractor shall not use any Deleterious products or materials in the Order.

**Rights of Employer**

2.3.5 DELETE clause 2.3.5 and INSERT new clause 2.3.5:

“2.3.5 The Contractor assigns to the Employer the benefit of any warranty or guarantee for any materials or goods supplied by the Contractor and used for the purposes of an Order and shall when requested by the Employer enter in whatever documents are necessary to complete such assignment.”

2.3.7 INSERT a new clause 2.3.7:

“2.3.7 The Contractor acknowledges that Orders issued under this Contract relate to the satisfaction of the Employer’s legal obligations to Residents and the bringing back into use of Sites that are empty. If the Contractor fails to complete any Order by its date for completion (as extended under clause 2.10, where applicable) or to the standard required by this Contract:

.1 the Contract Administrator may issue a certificate to that effect and at any time thereafter the Employer may employ and pay other persons to execute and complete the work described in such Order. Any additional costs and Liability incurred as a result may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt;

.2 the Contractor shall indemnify the Employer against any Liability arising out of or by reason of such delay including any claim by any Resident for compensation or reduction in rent and any claim for reimbursement of additional costs incurred in making alternative arrangements to complete the Works included in that Order; and

.3 for empty Sites, the Employer shall be entitled to recover the sum that it would have charged in rent for that Site for the period of the delay in completing of the Order.

**Programme**

2.7 RENUMBER clause 2.7 as clause 2.7.1 and INSERT clause 2.7.2 to clause 2.7.5:

“2.7.2 At all times during the Contract Period the Contractor shall maintain and keep up to date a “business continuity plan” that has been approved by the Contract Administrator which sets out:

1. the work that the Contractor must continue within the first week following an incident that disrupts his normal operations in order to continue to provide the Works;
2. the employees, workers and Subcontractors that are essential to enable the Works to be continued in such circumstances;
3. emergency contact details for key personnel and the role that each of them is to play in such an emergency; and
4. any other specific information that the Employer requires from time to time.

2.7.3 The Contractor shall within 10 Business Days, or otherwise agreed by the Contract Administrator, after the signature of this Contract submit to the Contract Administrator for his approval a programme for the construction of the Works in a form acceptable to the Contract Administrator and any additional information required by the Contract Administrator to clarify the Order in which the Contractor

proposes to carry out the design, supply, installation, construction, completion and maintenance of the Works and a method statement generally describing the arrangements, quality assurance procedures and methods which the Contractor proposes to adopt for the construction of the Works and a cash flow forecast related to such programme and method statement.

2.7.4 The Contract Administrator shall have 10 Business Days from receipt of the programme to approve or register its disapproval, in writing, of the programme. Provided the Contract Administrator has approved the programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme. If the Contract Administrator has stated to the Contractor that it does not approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval, and this process shall be repeated until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the Works in accordance with such approved programme.

2.7.5 Approval or disapproval by the Contract Administrator of any of the Contractor’s programmes or submissions in accordance with this clause shall not diminish the Contractor’s obligations under this Contract or relieve the Contractor from compliance with any of its terms nor shall any approval of drawings constitute an instruction for, or sanction of, any Variation or Variations incorporated in it."

**Fees or charges**

2.9 RENUMBER clause 2.9 as clause 2.9.1 and DELETE the last sentence and INSERT the following words:

“The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates”.

INSERT a new Clause 2.9.2

“2.9.2 The Contractor shall comply with the requirements of the Criminal Finances Act 2017. It is the Contractors obligation to have reasonable procedures in place to prevent the criminal facilitation of tax evasion, and to use reasonable endeavours to ensure their employees, sub-contractors and associated persons so comply.”

**Extension of Time**

2.10.3 INSERT a new clause 2.10.3 as follows:

“2.10.3 Reasons within the control of the Contractor include:

.1 the carrying out by a Statutory Undertaker of work in pursuance of its statutory obligations in relation to the Orders (or failure to carry out such work); and

.2 any failure of a Resident to provide access to the Site in order to carry out the Orders at any time where the Contract Documents make the Contractor responsible for securing such access.”

**Defects**

* 1. DELETE “6 months” in clause 2.12 and INSERT “12 months”. At the end of the clause INSERT:

“Such defects, shrinkages or other faults shall be dealt with as follows:

2.12.1 **Emergency Repairs**: Within 24 hours of notification of the defect, shrinkage or other fault to the Contractor. Emergency repairs include total loss of heating, water, electricity or gas supply, uncontainable flooding, storm damage and lift failures.

2.12.2 **Urgent Repairs**: Within 7 calendar days of notification of the defect, shrinkage or other fault to the Contractor. These repairs include all repairs that are urgent but are not an emergency, including partial loss of heating, water, electricity or gas supply during summer months.

2.12.3 **Routine Repairs**: Within 28 calendar days of notification of the defect, shrinkage or other fault to the Contractor. These are all other routine repairs that are not an emergency and are not urgent.”

* 1. INSERT new heading and new clauses 2.13.1:

**“Complaints**

2.13.1 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.”

* 1. INSERT new heading and new clauses 2.14.1 to 2.14.4:

**“Audit & Inspections**

2.14.1 The Contractor shall provide all facilities and allow the Employer, the Employer’s auditors, the Homes and Communities Agency, Regulator of Social Housing, Homes England, the Housing Ombudsman, other Statutory Undertakers or regulatory bodies and any inspector appointed by any of them full access to conduct any audit investigation of the Contract. This shall include throughout the Contract Period and the 6 years following the Termination Date access to:

1. all documents in the possession, custody or control of the Contractor created or used in carrying out Orders under the Contract;
2. premises, vehicles, plant, equipment, technology, resources, systems and procedures used or to be used in carrying out Orders under the Contract; and
3. the Contractor’s employees, Subcontractors, Subcontractors’ employees and other persons who are carrying out Orders under the Contract.

2.14.2 The Contractor shall give the Contract Administrator or any member of the Employer’s internal audit team or external auditors on reasonable notice and during normal working hours permission to copy and remove any copies of:

1. any books, records and information in the possession or under the control of the Contractor or any Subcontractor relating to this Contract; and
2. any such data and any such information stored on the Contractor’s or a Subcontractor’s computer system; and

2.14.3 The Contractor will not and will procure that his Subcontractors do not destroy any such books, records or information referred to in clause 2.14.2 without the approval of the Contract Administrator.

2.14.4 The Contractor shall reimburse to the Employer the cost of any compensation paid or the value of any other benefit given by the Employer to any person following a report or investigation by the Housing Ombudsman or any regulatory body which clearly identifies the Contractor or any Subcontractor as being wholly or partly responsible for any maladministration or other failure and recommends compensation to be paid.”

2.15 INSERT new heading and new clauses 2.15.1 and 2.15.2:

“**Modern Slavery**

2.15.1 The Contractor warrants that neither the Contractor nor any of its officers or employees:

.1 have been convicted of any offence involving slavery or human trafficking; and

have, to the best of the Contractor’s knowledge, been the subject of any

investigation, inquiry or enforcement proceedings by any governmental,

administrative or regulatory body regarding any offence or alleged offence of, or

in connection with, slavery or human trafficking.”

2.15.2 The Contractor shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this the Contractor shall:

.1 implement due diligence procedures for its Subcontractors;

.2 require all Subcontractors to warrant that, neither the Subcontractor nor any of the Subcontractor’s officers or employees:

* have been convicted of any offence involving slavery or human trafficking; or
* have, to the best of the Subcontractor’s knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and

.3 require all Subcontractors to include provisions having the same effect as in this clause 2.15.3 in all Subcontracts (at any stage of remoteness from the Employer in the supply chain) relating to the Contract.”

* 1. INSERT new heading and new clause 2.16 as follows:

**“Assistance with Resident consultation**

2.16.1 The Contractor shall provide such information, cooperation and assistance in connection with the Works and the price of the Works as the Employer requests to comply with its obligations to consult tenant associations and Residents who pay variable service charges. Such assistance shall be provided as the Employer requires and in sufficient time to enable the Employer to comply with those obligations.”

**Section 3 Control of Work**

**Assignment**

3.1 DELETE existing wording in its entirety and INSERT:

“3.1 The Employer may assign or otherwise transfer this Contract or the benefit hereof at any time without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to affect such novation. The Contractor shall not assign, novate or otherwise transfer this Contract without the prior written consent of the Employer."

**Sub-contracting**

3.2.1 RENUMBER clause 3.2 as clause 3.2.1.

DELETE the second sentence reading “Such consent shall not be unreasonably delayed or withheld…consent.”

INSERT at the end of that clause the words, “The Contractor shall not allow a Subcontractor to Process any Personal Data without the prior consent of the Employer to that Subcontractor doing so”.

3.2.2 INSERT the following as new sub-clause 3.2.2:

“3.2.2 Where the Employer allows a Subcontractor to Process Personal Data in accordance with clause 3.2.1, the Contractor shall include provisions substantially the same as those in clause 3.16 in the subcontract with that Subcontractor

**Access to the Site**

3.4 DELETE existing wording in its entirety and INSERT:

“3.4.1 Access to each Site shall be arranged by the Contractor in accordance with the instructions of the Contract Administrator and in accordance with the requirements set out in the Contract Documents. Where the Site is occupied the Contractor shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to carry out the Order.

3.4.2 The Contractor shall notify the Employer in writing each time a Resident refuses Works under this Contract. If the Contractor is unable to gain access to the Site and/or is unable to reasonably carry out the Order because the Resident will not co-operate with the Contractor, the Contractor shall follow the procedure set out in the Contract Documents and provide evidence to the Contract Administrator of the Contractor’s efforts to gain access or to work with the occupier. The Contract Administrator shall issue such reasonable instructions as he deems necessary in this event and the Contractor shall comply with such reasonable instructions at his own cost.”

CDM Regulations

3.9 RENUMBER clause 3.9 as 3.9.1 and INSERT new clauses 3.9.2 to 3.9.3 as follows:

“3.9.2 The Contractor shall inform the Employer as soon as he becomes aware of any actual pending or likely prosecution or notice from the Health and Safety Executive or from any local authority, statutory authority or regulatory body in relation to any breach of Health and Safety Law.

3.9.3 The Contractor shall provide such information and documents as the Contract Administrator may require to evidence the Contractor’s compliance with his own health and safety policy and Health and Safety Law.”

3.11 INSERT new heading and new clauses 3.11.1 to 3.11.7:

“Employee details and DBS Checks

3.11.1 The Contractor shall to the extent that the Contractor is lawfully able to do so, before any employee, worker, Subcontractor or Subcontractor's employee or worker carries out any Orders under this Contract either itself carry out or (as applicable) require the relevant Subcontractor to carry out a DBS Check of the most extensive kind available under the law (if any) given the nature of the Orders such person is or shall be carrying out under the Contract which discloses that there are no concerns in relation to working alongside children or vulnerable adults and the Employer may require the Contractor to remove any such employee or worker if the Employer is not satisfied in anyway with any DBS Check.

3.11.2 The Contractor shall ensure that an adequate number of suitably skilled, experienced, qualified and competent workers are provided to complete all Orders safely and expediently.

3.11.3 The Contractor shall, at his own cost, ensure that all its employees and workers and all Subcontractors’ employees and workers comply with the Employer's reasonable requirements for identification, dress code, safety (including personal protective equipment), conduct and security whilst they attend each Site.

3.11.4 If the Contract Administrator requires identity cards to be issued and displayed, the Contractor shall produce and deliver to the Contract Administrator a complete list of the names of those people for whom identity cards are required to authorise attendance at the Site. The Contract Administrator shall issue appropriate passes to the Contractor unless the Employer (in its absolute discretion) refuses such authorisation for an employee or worker identified on the list of names. The Contractor shall ensure that each pass is returned to the Contract Administrator when the employee or worker no longer requires access to the Site or after the Contract Administrator has given notice that the employee or worker is not to be admitted to the Site.

3.11.5 The Contractor shall, maintain current, accurate and adequate records of all employees, workers or other persons who are or are to be employed in connection with the Orders or the Contractor's obligations under this Contract including:

1. attendance records;
2. records of work done;
3. records of health and safety incidents;
4. records of grievances raised by such employees, workers and other persons;
5. other complaints made by or about employees, workers or other persons engaged in connection with the carrying out of the Contractor's obligations under this Contract;
6. records of all internal investigations; and
7. disciplinary proceedings and disciplinary sanctions, differentiating between those engaged as operatives and those exercising supervision.

3.11.6 These records maintained under clause 3.11.5 shall be open for inspection by the Employer at all reasonable times and a copy of these records shall be provided to the Employer if so required by the Contract Administrator.

3.11.7 The Contractor shall seek all necessary consents under the Data Protection Law to make the disclosures required by this clause 3.11.”

3.12 INSERT new heading and new clauses 3.12.1 to 3.12.2:

“Equality and Diversity

3.12.1 The Contractor shall comply with the Equality Act 2010 as though the Contractor were providing services and exercising public functions under that Act.

3.12.2 Where the Contractor’s or any Subcontractor’s employees or workers are required to carry out Works alongside the Employer’s employees or workers, the Contractor shall use all reasonable endeavours to ensure those Staff comply with the Employer’s Equality and Diversity Policy.

3.13 INSERT new heading and new clauses 3.13.1 to 3.13.8:

“TUPE

3.13.1 Where TUPE applies on the commencement of this Contract or on the issue of any Order under it, the Commencement Date shall be the date of the Relevant Transfer.

3.13.2 The Contractor shall indemnify the Employer, and at the Employer’s request, each Previous Contractor against all Liability (arising before or after the Commencement Date):

1. to any Transferring Employee as a result of any act, fault or omission of the Contractor and/or any Subcontractor after the Commencement Date or the date of the issue of the first Order under this Contract (as applicable);
2. to a Transferring Employee, trade union or staff association or employee representative arising from any failure by the Contractor and/or any Subcontractor to comply with any legal obligation under any of Regulations 13, 14 or 15 of TUPE;
3. arising from any claim that the change of identity of employer occurring under TUPE to the Contractor or the relevant Subcontractor is significant and detrimental to any Transferring Employee as a result of the change in employer;
4. arising from the Contractor’s or a Subcontractor’s proposed or actual change to a Transferring Employee’s working conditions, terms or conditions or any measures proposed by the Contractor or the relevant Subcontractor which are to the material detriment of any Transferring Employee on or before the Commencement Date as a result of any such proposed changes or measures; or
5. arising out of any negligent or other misrepresentation or mis-statement, made by the Contractor or any Subcontractor to the Transferring Employees or their representatives.

3.13.3 Within the 12 (twelve) months immediately preceding the Expiry Date or following service of a notice of termination under clause 7 [Break Provision] or clause 8 [Termination for Default, etc] the Contractor shall:

1. provide Employee Information at no cost to the Employer within a maximum of 10 (ten) Business Days of a request from the Employer;
2. notify the Employer in writing of any material changes to the Employee Information promptly as and when such changes arise;
3. ensure that neither the Contractor nor any Subcontractor without the Employer’s prior written consent:
4. makes any material increase or decrease in the numbers of Assigned Employees;
5. increases the remuneration or otherwise changes the terms of employment or engagement of any of the Assigned Employees; or
6. transfers any of the Assigned Employees to another part of their business or moves other employees from elsewhere in their business who have not previously been employed or engaged in providing the Works.

3.13.4 The Employer and Contractor intend TUPE to apply to the provision of any works equivalent to the Works after the Termination Date but the position is to be determined in accordance with the applicable law on the Termination Date.

3.13.5 Following the Termination Date the Contractor shall:

1. ensure that all financial obligations including wages, salaries and other benefits and all related PAYE, tax, deductions, pension contributions and National Insurance contributions in respect of the employment of the Assigned Employees are satisfied up to the Termination Date; and
2. remain (or ensure that Subcontractors remain) responsible for all the Contractor's or Subcontractor's employees or workers who are not Assigned Employees.

3.13.6 The Contractor shall:

1. impose obligations on its Subcontractors in the same terms as those applying to the Contractor under clauses 3.13.2, 3.13.3 and 3.13.5; and
2. ensure that the Subcontractors comply with those obligations.

3.13.7 The Contractor shall indemnify the Employer and at the Employer’s request any Successor Contractor, against all Liability arising from:

1. the Contractor or a Subcontractor failing to provide the Employer with any Employee Information promptly;
2. any material inaccuracy in or omission from the Employee Information;
3. any claim by or on behalf of
4. any of the Contractor's or Subcontractor's employees or workers who are not Assigned Employees;
5. any of the Assigned Employees in respect of the period before and including the Termination Date (whether any such claim arises before, on or after the Termination Date) except to the extent that such Liability results from any failure by the Employer or any Successor Contractor to comply with Regulation 13(4) of TUPE; or
6. any of the Assigned Employees under Equal Pay Legislation which is referable to the period before the Termination Date (including a claim made after the Termination Date arising out of circumstances which arose before the Termination Date); or
7. a failure of the Contractor to comply with clause 3.13.6.

3.13.8 The Employer may assign the benefit of any or all of the indemnities in clauses 3.13.2 and/or clause 3.13.7 to a Successor Contractor.”

3.14 INSERT new heading and new clauses 3.14.1 and 3.14.2:

**“Intellectual Property Rights**

* + 1. The Contractor hereby grants, and shall procure that every relevant Subcontractor shall grant, to the Employer for all the Employer’s purposes in connection with this Contract a royalty-free, irrevocable, non-exclusive licence to copy, use and reproduce all drawings, details, plans, specifications, schedules, reports, calculations and other materials, and the designs contained in them, which have been or are produced by or on behalf of the Contractor, its Subcontractors in the course of performing their duties in connection with the Works.

3.14.2 The Contractor shall indemnify the Employer in respect of any Liability arising in connection with any infringement of the Intellectual Property Rights of any third party in relation to any documents and data the Contractor uses or provide to the Employer in connection with this Contract.”

3.15 INSERT new heading and new clauses 3.15.1 to 3.15.7:

**“Employer Data**

3.15.1 The Contractor shall act as bailee of any Employer Data and shall store it safely and separately from any data not relating to this Contract and in a manner which makes it readily identifiable as Employer Data.

3.15.2 The Contractor acknowledges that the Employer Data belongs solely to the Employer. The Contractor shall not delete or remove any copyright notices contained in or relating to the Employer Data.

3.15.3 The Contractor shall take all steps necessary to ensure that it can restore or procure the restoration of the Employer Data if it is lost or corrupted. If the Employer Data is lost or corrupted and the Employer so requests the Contractor shall restore or procure the restoration of the Employer Data to its state immediately before the corruption or loss.

3.15.4 Ownership of and all Intellectual Property Rights in all Employer Data produced by the Contractor including existing documents and the physical embodiments of designs relating to this Contract, shall transfer from the Contractor to the Employer on the Termination Date. Following the Termination Date the Contractor shall hand over all Employer Data to the Employer immediately upon request.

3.15.5 The Contractor shall ensure, at the Contractor’s own cost, that the Employer is able to use any software necessary to access and use the Employer Data after the Termination Date.

3.15.6 The Contractor warrants that it shall not introduce any virus, Trojan horse, malware, keylogger or other harmful software into the Employer’s information technology system and shall regularly check all software and transfer media used in connection with this Contract with an up-to-date virus checker.

3.15.7 The Contractor shall notify the Employer promptly and, in any event, within 2 Business Days if it becomes aware of any actual, potential or threatened breach of this clause 3.15.

3.15.8 The Contractor shall indemnify the Employer in respect of all demands, actions, proceedings, claims, charges, expenses, liabilities, costs and damages incurred as a result of a breach of this clause 3.15.”

3.16 INSERT new heading and new clauses 3.16.1 to 3.16.14 as follows:

**“Data Protection**

* + 1. Each Party shall comply with Data Protection Law in connection with this Contract and shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Contract.
    2. Depending on the factual situation, the Employer and the Contractor may each act as either Data Controller or Data Processor in relation to Personal Data under this Contract. The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in Appendix 3.
    3. Where either is Data Processor of Personal Data of which the other Party is the Data Controller the Processing Party shall:
       1. do so only on written instructions from the Data Controller (the first such instructions being those set out in this Contract) as revised by the Data Controller from time to time (where applicable) in accordance with clause 1.5;
       2. notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe Data Protection Law;
       3. maintain appropriate Protective Measures to protect against a Personal Data Breach;
       4. ensure that all persons the Data Processor authorises to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
       5. provide the Data Controller with full assistance in complying with Data Protection Law and enabling Data Subjects to exercise their rights under Data Protection Law including maintaining appropriate organisational and technical measures to facilitate this;
       6. notify the Data Controller promptly following any Personal Data Breach and provide the Data Controller with such assistance as the Data Controller requests including with any notifications to the Information Commissioner’s Office and affected Data Subjects;
       7. not transfer Personal Data outside of the EU without the prior written consent of the Data Controller;
       8. on request, provide the Data Controller promptly with all information that the Data Controller needs to show that both the Data Controller and Data Processor have complied with Data Protection Law in relation to this Contract; and
       9. at the written direction of the Data Controller, delete or return all Personal Data (and copies) to the Data Controller on following termination of this Contract unless Statutory Requirements requires the Data Processor to retain it.
    4. A Party that is a Data Controller may inspect and audit the other Party’s facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this Contract and Data Protection Law.
    5. A Party that is a Data Controller may revise their instructions to the Data Processor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle either Party to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract.
    6. The Data Controller shall use reasonable endeavours to give the Data Processor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.
    7. The Contractor shall not allow a Subcontractor to Process any Personal Data of which the Employer is Data Controller without the prior written consent of the Employer. Where the Contractor wishes a Subcontractor to be able to do so, the Contractor shall provide the Employer with such evidence as the Employer requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Contractor’s obligations under this Contract and under Data Protection Law in relation to that Personal Data. The appointment of a Subcontractor shall not relieve the Contractor from any of its obligations under this Contract and the Contractor shall be liable to the Employer for the performance of the Subcontractor’s obligations in relation to Personal Data under this Contract.
    8. Where the Employer allows a Subcontractor to Process Personal Data in accordance with clause 1.6, the Contractor shall:
       1. include provisions substantially the same as those in this clause in the subcontract with that Subcontractor; and
       2. provide in the subcontract that the Employer may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.

3.17 INSERT new heading and new clauses 3.17.1 to 3.17.6:

Confidentiality

* + 1. Subject to clauses 3.17.2 and 3.17.3 the Contractor shall keep confidential any Confidential Information communicated to it by the Employer.
    2. Clause 3.17.1 does not prevent the disclosure of any Confidential Information which:
* is public knowledge or becomes public knowledge (otherwise than by breach of this clause 3.17);
* was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
* is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
* is independently developed without access to information that is confidential; or
* must be disclosed pursuant to any court order or statutory other legal obligation placed upon the Party making the disclosure.
  + 1. Clause 3.17.1 does not prevent any disclosure of Confidential Information where a duty of confidentiality is placed on the recipient of that Confidential information and the disclosure is:

1. to the Contractor’s employees, Subcontractors, or those employees, workers where the disclosure is reasonably required by the Contractor in order to perform its obligations under this Contract;
2. for the purpose of the examination, certification and/or audit of either Party’s accounts; or
3. in the event of a dispute between the Parties.
   * 1. The Contractor shall take all reasonable precautions to ensure that all Confidential Information obtained from the Employer under or in connection with this Contract is:
4. securely stored and safeguarded from misuse;
5. provided or returned to the Employer on request and that the Employer is given immediate access to it;
6. not used or disclosed other than in connection with this Contract;
7. given only to such employees, workers, Subcontractors and their employees and workers in connection with this Contract as necessary for the performance of this Contract; and
8. treated as confidential and not disclosed or used by any employees, workers, Subcontractors, or their employees and workers (as applicable) other than for the purposes of and as permitted under this Contract.
   * 1. Nothing in this clause 3.17 prevents either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
     2. The Contractor shall not discuss any aspect of the Works or this Contract with the press or on radio, television, internet or any other medium without the consent of the Client. The Contractor must include and enforce a provision in all Subcontracts requiring that its Subcontractors do not do so either.”
   1. INSERT new heading and new clauses 3.18.1 and 3.18.2:

“Damage to Property

3.18.1 The Contractor shall promptly investigate all claims for damage or loss to a Resident's property and reimburse the Resident where such loss or damage is caused by the Contractor, any Subcontractor, or any of the Contractor's or Subcontractor's workers or employees.

3.18.2 The Contractor shall provide compensation to a Resident that is equal to or better than that provided by the Employer for loss or damage to that Resident's property, for a missed appointment and/or for any other breaches of this Contract in respect of which any policy of the Employer in relation to Residents (communicated to the Contractor) indicates that Residents shall be compensated.”

3.19 INSERT new heading and new clauses 3.19.1 and 3.19.2:

**“Environmental Laws**

3.19.1 The Contractor shall comply with all Environmental Laws in carrying out the Orders.

3.19.2 The Contractor shall not transport to, use, generate, dispose of, or install any Hazardous Substance at any Property except in accordance with Environmental Laws applicable at the time of performing the Orders. The Contractor shall not cause any release of Hazardous Substances into the environment except in accordance with Environmental Laws applicable at the time of performing the Orders.”

3.20 INSERT new heading and new clauses 3.20.1 and 3.20.4:

“**Publicity**

3.20.1 The Contractor must not and must ensure that Subcontractors do not give any information about the Works for publication in the press or on radio, television, via the internet, or for any other medium without the prior written consent of the Employer.

3.20.2 The Contractor must not, and must ensure that Subcontractors do not take photographs of any Properties or any Works without the prior consent of the Employer.

3.20.3 The Contractor must take all measures needed to prevent Staff taking, publishing or otherwise circulating such photographs.

3.20.4 The Contractor must not advertise on any of the Properties or in connection with the Contract unless the Contract Administrator has previously approved the method, content, duration and location of the advertisement.”

3.21 INSERT new heading and new clauses 3.21:

“**Bonds and Guarantees**

3.21.1 The Contractor shall execute and deliver to the Employer within 14 days of a written request from the Employer a parent company guarantee or performance bond in favour of the Employer of the whole or any part of the Works comprising more than a single dwelling, in the form in Part 1 or Part 2 respectively of Appendix 1 to this Contract with only such amendments as the Employer may require or approve.”

3.22 INSERT new heading and new clauses 3.22:

**“Contractor’s warranty – Purchasers and Tenants**

3.22.1 The Contractor shall execute and deliver to the Employer within 14 days of a written request from the Employer a Collateral Warranty in favour of any Purchaser or Tenant of the whole or any part of the Works comprising more than a single dwelling, in the form in Part 1 of Appendix 2 to this Contract with only such amendments as the Employer may require or approve.

3.22.2 If the Contractor fails to provide such Collateral Warranty within 14 days of the Employer’s request, the Employer may execute it on behalf of the Contractor. The Contractor irrevocably appoints the Employer as the Contractor’s attorney to execute any such Collateral Warranty deeds. The Contractor agrees to ratify and confirm any action taken by the Employer by virtue of this power of attorney.”

3.23 INSERT new heading and new clauses 3.23:

**“Contractors’ Warranties – Funder**

3.23.1 The Contractor shall execute and deliver to the Employer within 14 days of a written request from the Employer a Collateral Warranty in favour of each organisation providing finance to the Employer in connection with, or secured or to be secured on the whole or any part of the Works, in the form in Part 2 of Appendix 2 to this Contract or such other form as the Funder requires having regard to the standard forms of Collateral Warranties typically required by Funders and (in each case) with only such amendments as the Employer may require or approve.

3.23.2 If the Contractor fails to provide such Collateral Warranty within 14 days of the Employer’s request, the Employer may execute it on behalf of the Contractor. The Contractor irrevocably appoints the Employer as the Contractor’s attorney to execute any such Collateral Warranty deeds. The Contractor agrees to ratify and confirm any action taken by the Employer by virtue of this power of attorney.”

3.24 INSERT new heading and new clauses 3.25:

**“Third Party Rights and Collateral Warranties from Sub-Contractors**

3.24.1 The Contractor shall procure that every Subcontractor (including any consultant) with any design responsibility appointed under this Contract shall:

.1 within 14 days of their appointment provide to the Employer a Collateral Warranty in favour of the Employer in the form in Part 3 of Appendix 2 to this Contract with only such amendments as the Employer may require or approve;

.2 within 14 days of a written request from the Employer provide to the Employer a Collateral Warranty:

.1 in favour of any Purchaser or Tenant of the whole or any part of the Works, in the form in Part 4 of Appendix 2 to this Contract with only such amendments as the Employer may require or approve; and

.2 in favour of any Funder and/or any Purchaser of the whole or any part of the Works, in the form in Part 5 of Appendix 1 to this Contract with only such amendments as the Employer may require or approve.”

3.25 INSERT a new heading and clauses 3.25.1 and 3.25.2:

**“Effect of failure to deliver documents**

3.25.1 It shall be a condition precedent to any payment becoming due to the Contractor in respect of works or services performed by any sub-contractor (including any sub-consultants and/or Contractor’s Design Consultants as applicable) that the Contractor has appointed that sub-contractor in accordance with this Contract and has delivered executed and completed collateral warranty deeds to the Employer pursuant to clause 3.25.

3.25.2 It shall be a condition precedent to any payment becoming due to the Contractor in respect of the Works that the Contractor has provided to the Employer a performance bond or parent company guarantee as requested in accordance with clause 3.22 and/or provided to the Employer collateral warranties as requested in accordance with clauses 3.23 to 3.25.”

**Section 4 Payment**

VAT

4.1 INSERT at the end of clause 4.1 “subject to the Contractor first providing the Employer with the corresponding VAT invoice in accordance with the Employer’s reasonable requirements”.

Progress payments

4.3 .1 DELETE “work carried out or supplies made” in line 3 of the final paragraph of clause 4.3.1 and INSERT in its place: “Works completed”.

INSERT at the end of clause 4.3.1 the following:

“The Contractor shall submit applications for payment within 10 Business Days after the end of each Valuation Date in relation to all Orders completed in that month. If the Contractor fails to include the amount due for an Order in an application for payment submitted within 2 calendar months of the last day of the month in which the Order Completion Date for that Order occurred, the amount due under this Contract in respect of that Order shall be zero.”

.2 DELETE “7” and INSERT in its place “21”.

Payments – final date and amount

4.6 .1 DELETE “14” and INSERT in its place “30” and INSERT at the end of clause 4.6.1 the following ‘or from the date of receipt by the employer of any required VAT invoice in the same amount as the issued certificate whatever is the latter.’

Section 5 Measurement and Valuation

**Overtime work**

5.7 DELETE the whole of clause 5.7 and REPLACE with “Not used”.

**Interruption of work – unproductive costs**

5.8 DELETE the whole of clause 5.8 and REPLACE with “Not used”.

**Section 6 Injury, Damage and Insurance Deductibility and Employer’s in Default**

Liability of the Contractor – injury or damage to property

6.2INSERT after the words “damage whatsoever” in line 2 the words “and however arising”.

INSERT after the words “real or personal” in lines 2 and 3 the words “(including any expense, liability, loss or claim arising from obstruction, trespass, nuisance or interference with any rights of way, light, air or water.”

INSERT the following as a new sentence at the end of clause 6.2: “The Contractor’s indemnity in this clause 6.2 shall apply also in respect of any failure of the Employer’s failure to comply with Data Protection Law resulting from a breach of this Contract by the Contractor) and shall continue following the end of the Contract Period.”

Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer

6.7A DELETE in clause 6.7A.1 the words “unless otherwise” and INSERT in their place the word “if”.

DELETE clause 6.7A.2.

6.15 INSERT new heading and new clause 6.15 as follows:

**“Insurance Claims**

6.15.1 The Contractor shall be responsible for and shall indemnify the Employer in respect of any deductibles or excesses payable under insurances maintained by the Employer in respect of claims for which the Contractor is responsible.

6.15.2 The Contractor shall provide such assistance as the Employer may reasonably request in order to manage insurance claims and shall permit the Employer direct access to such records and systems that the Employer may require in order to obtain information relevant to any such claim including detailed job sheets.

6.15.3 If the Contractor fails to take out and maintain any of the insurances required by this Contract, the Employer may (to the extent that the Employer is able to do so) insure that risk and recover the cost of doing so from the Contractor.”

**Section 7 Break Provisions**

**Existing and subsequent Orders**

7.2 RENUMBER clause 7.2 as clause 7.2.1 and INSERT clause 7.2.2

“7.2.2 Where the Contractor completes Orders under Clause 7.2 the Termination Date must be the date of completion of the last Order to the reasonable satisfaction of the Contract Administrator.”

**Section 8 Termination**

**Corruption**

8.6 AMEND the heading above clause 8.6 to **Corruption, Regulation 73(1)(b) of the PC Regulations, Probity and Conflicts of Interest and Fundamental Breach** RENUMBER clause 8.6 as clause 8.6.1 and INSERT new clauses 8.6.2 to 8.6.5:

“8.6.2 The Contractor shall not do anything which would place the Employer in breach of the prohibition in Section 122 of the Housing and Regeneration Act 2008 or the Employer’s Probity Policy or Code of Conduct, copies of which shall be supplied to the Contractor.

8.6.3 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Subcontractor nor any person employed by the Contractor or any Subcontractor or acting on the Contractor’s or Subcontractor’s behalf is placed in a position where (in the reasonable opinion of the Employer) there is or may be an actual conflict, or a potential conflict, between the pecuniary interests of the Contractor and the obligations owed to the Employer under this Contact.

8.6.4 The Contractor shall promptly notify and provide full particulars to the Employer if any breach referred to in clause 8.6.2 and/or any conflict referred to in clause 8.6.3 above arises or is reasonably foreseeable to arise.

8.6.5 The Employer shall be entitled by notice to terminate the Contractor’s employment under this or any other contract with the Employer with immediate effect in cases where:

.1 the Contractor is in breach of clause 8.6.2; or

.2 in the reasonable opinion of the Employer there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any other person referred to in clause 8.6.3 and the duties owed to the Employer under this Contract.”

8.12 INSERT new heading and new clauses 8.12.1 and 8.12.2:

**“Handover on termination**

8.12.1 On termination of this Contract whether under Section 7 or under this Section 8 the Contractor shall:

.1 co-operate fully with the Employer and/or any Successor Contractor (as notified by the Employer to the Contractor) in relation to the legal and operational handover of responsibility for the Works and works similar to the Works to the Successor Contractor; and

.2 unless Data Protection Law requires otherwise, either (at the Employer’s option):

.1 transfer all Personal Data concerning Residents held by it in relation to this Contract to the Employer in a format agreed by the Employer; or

.2 destroy all such Personal Data in a secure manner prescribed by the Employer.

8.12.2 At all times during the Contract Period the Contractor shall maintain and keep up to date a “handover plan” that has been approved by the Contract Administrator which sets out:

.1 how the Contractor will complete Orders issued up to the Termination Date;

.2 the arrangements for the return of the Employer Data;

.3 the arrangements for the transfer of and deletion from the Contractor’s information technology systems of any Personal Data relating to this Contract;

.4 such other information as the Contractor or the Employer considers appropriate in relation to the handover of the responsibility for the Works and works similar to the Works to the Successor Contractor.”

8.13 INSERT new heading and new clauses 8.13.1 and 8.13.3:

**“Termination on Force Majeure**

8.13.1 If Force Majeure results in the suspension of all or a substantial majority of the Works for more than 20 (twenty) Business Days, either Party may terminate this Contract by giving 10 (ten) Business Days’ written notice to the other.

8.13.2 If this Contract is terminated for Force Majeure:

.1 to the extent possible in the light of the Force Majeure the Contractor must continue to carry out and complete all Orders;

.2 the Contractor must notify the Contract Administrator of any Order that the Contractor is not able to complete;

.3 the Employer must pay the Contractor for all Orders completed up to the Termination Date in accordance with Clause 4 *(Payment)*;

.4 the Employer must pay the Contractor a fair and reasonable amount for all uncompleted Orders up to the Termination Date (such amount being determined by the Contract Administrator in the Final Account under Clause 4.6 *(Final Account)* following the Contractor’s Valuation);

.5 the Employer must pay the Contractor the market value on the Termination Date of any equipment or materials owned by the Contractor which are to be transferred to the Employer on termination;

.6 the Employer may require the Contractor to novate any Sub-Contracts to the Employer by serving notice to that effect on the Contractor:

a. at the same time as the notice of termination where the notice of termination is served by the Employer; or

b. within 5 (five) Business Days of the date of service of the notice of termination where the notice of termination is served by the Contractor;

.7 except as provided above neither Party is to have any claim against the other as a result of termination for Force Majeure, but this is without prejudice to:

a. any amounts due under Clause 4 *(Payment)* for Orders completed before the Termination Date; and

b. any other liability or sums due under this Contract in respect of any period up to the Termination Date or resulting from events that happened before it.

8.13.3 Where the Contractor completes Orders under Clause 8.13.2 the Termination Date will be the date of completion of the last Order to the reasonable satisfaction of the Contract Administrator.

**ANNEX C-1 SCHEDULE 1**

**Part 1: Form of Performance Bond**

DATE 20\_ \_

**[CONTRACTOR] (1)**

**[GUARANTOR] (2)**

**[EMPLOYER] (3)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PERFORMANCE BOND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anthony Collins Solicitors LLP

Ref: BMA/46157.0001, On Behalf of L&Q.

**THE GUARANTEE BOND** is made as a deed **BETWEEN** the following parties whose names and [registered office] addresses are set out in the schedule to this Bond (the "Schedule"):

1. The "Contractor" as principal
2. The "Guarantor" as guarantor, and
3. The "Employer"

WHEREAS

1. By a contract (the "Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out.
2. The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

**NOW THIS DEED WITNESSES** as follows:

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor or the event of the determination of the employment of the Contractor under the Contract (whether by reason of the insolvency of the Contractor or otherwise) (any such event being referred to below as a “Trigger Event”), the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the amount (the “Payment Amount”) of the damages sustained by the Employer consequent on the breach or the debt payable by the Contractor to the Employer upon or following the determination, such amount being calculated pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor.
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract.
3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time, forbearance, indulgence or other concession granted to the Contractor under or in respect of the Contract or the Works, or other compromise or settlement of any dispute between the Contractor and the Employer under or in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond (but so that the Employer shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms).
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any Trigger Event which has occurred and in respect of which a claim in writing, identifying the Trigger Event, has been made upon the Guarantor before Expiry. Any such claim in writing may be made at any time before Expiry notwithstanding that the Payment Amount shall not yet have been established and ascertained.
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor, and without affecting in any way the obligations of the Guarantor to the Employer under this Guarantee Bond) to perform and discharge the obligations on its part set out in the Contract.
6. The Employer shall be entitled to assign the whole (but not part only) of the Employer’s rights under this Guarantee Bond to any person to which the Employer both has the entitlement to assign, and assigns, the Contract or the whole of the Employer’s rights under the Contract. Except as aforesaid, the Employer’s rights under this Guarantee Bond shall not be assigned (in whole or in part) without the prior written consent of the Guarantor and the Contractor.
7. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

Schedule

The Contractor**:** [ ] whose [address] [registered office address] is [ ].

The Guarantor**:** [ ] whose registered office address is [ ].

The Employer**:** [ ] whose [address] [registered office address] is [ ].

The Contract**:** A contract [dated the [ ] day of [ ]] [*to be entered into*] between the Employer and the Contractor in the form known as [*standard form*] contract together with amendments to that form as set out or specified in such contract] for the construction of works comprising [ ] for the original contract sum of [ ] pounds (£[ ]).

The Bond Amount**:** 10% of the original contract sum amount stated above

Expiry**:** [Practical Completion] of the Works/the date stated in the Certificate of Completion of Making Good Defects] which shall be conclusive for the purposes of this Guarantee Bond.

**IN WITNESS** whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this [ ] day of [ ], [YEAR]

**EXECUTED AND DELIVERED** as a deed by [CONTRACTOR], Contractor

**EXECUTED AND DELIVERED** as a deed by [GUARANTOR], Guarantor

**ANNEX C-2 SCHEDULE 2**

Date 20\_ \_

[ ]

and

[ ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT COMPANY GUARANTEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]

Anthony Collins Solicitors LLP

Ref: BMA/46157.0001, On behalf of L&Q.

**DEED OF GUARANTEE** **(“this Deed”)** dated 20 \_ \_

**PARTIES**

(1) **[GUARANTOR]** (company number []) whose registered office is at [] ("**the Guarantor**")

(2) **[EMPLOYER]** (cooperative and community benefit society registered number [ ]) whose registered office is at [ ] (**“the Employer”**)

# INTRODUCTION

(A) The Employer and [***Insert name of contractor***] (company number [ ]) whose registered office is at [ ] (**“the Contractor”**) have entered into a contract dated [*insert date of contract*] for the provision by the Contractor of [*insert description of Works*] to the Employer ("**the Contract**").

(B) The Contractor is a subsidiary company of the Guarantor. The Guarantor has agreed to guarantee to the Employer performance of the Contractor’s obligations under the Contract on the terms of this Deed.

# THIS DEED WITNESSES as follows:

1. The Guarantor unconditionally and irrevocably and as primary obligor guarantees to the Employer that if the Contractor fails to perform any of its obligations under the Contract, commits any breach of any warranty set out in the Contract, fails to fulfil any indemnity set out in the Contract or becomes insolvent or initiates or suffers any kind of insolvency related procedure then immediately on demand from the Employer the Guarantor shall (as applicable) perform such obligation in the place of the Contractor, compensate the Employer for such breach or fulfil such indemnity.
2. The Guarantor shall indemnify the Employer from and against all losses, damages, liabilities, claims, costs or expenses which the Employer may suffer or incur due to any failure or breach mentioned in Clause 1 above.
3. The Guarantor acknowledges that none of the following shall release the Guarantor from its obligations under this Deed:
   1. any variation of the Contract made by agreement between the Employer and the Contractor;
   2. any allowance of time, forbearance or release of the obligations of the Contractor given by or on behalf of the Employer in connection with the Contract;
   3. the liquidation, receivership, administration, voluntary arrangement or other composition with creditors (or any event analogous to any of them), absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or the change in name, composition, status, function, ownership or control of the Contractor or the Guarantor;
   4. any disclaimer of this Deed or any liability under it by any liquidator of the Contractor or by any other competent person or the Crown; or
   5. any compromise or settlement with the Contractor;
   6. the suspension, termination or repudiation of the Contract or the termination of employment of the Contractor under the Contract for any reason;
   7. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable for any reason; or
   8. any other act omission matter or thing which but for this Clause 3 might operate to release exonerate or discharge the Guarantor's obligations and liabilities under this Deed.
4. This Deed shall be a continuing guarantee, and accordingly shall remain in full force and effect until all obligations, duties, undertakings, covenants, conditions and warranties now or in future to be carried out or performed by the Contractor under the Contract have been satisfied or performed in full. The obligations guaranteed by the Guarantor under this Deed include any obligations of the Contractor following any variation to the Contract.
5. This Deed shall be additional to any other guarantee or security from time to time held by the Employer and shall not be affected by any release or waiver of any such guarantee or security.
6. The Guarantor acknowledges that the Employer will not be bound first to make any demand on, or enforce any rights against, the Contractor or any other person before enforcing this Deed.
7. The liability of the Guarantor under this Deed shall be no greater than that of the Contractor under the Contract and the Guarantor shall be entitled to rely on any limitation in the Contract and to raise the equivalent rights in defence of liability, set-off and counter claim as it would have been if it had been named as the Contractor under the Contract in place of the Contractor.
8. The Employer shall be entitled to assign any and all of its rights under this Deed (whether or not accrued) at any time to any person, firm or company who takes an assignment, novation or other transfer of the Contract or the benefit of it, and a transferee from the Employer of rights under this Deed shall be entitled to enforce such rights against the Guarantor.
9. A demand under this Deed will be duly served if given in writing and served in accordance with the following table (with the date of service and method of proof being as set out in it).

|  |  |  |
| --- | --- | --- |
| **Method of service** | **Date of service** | **Proof of service** |
| Personal delivery to the registered office of the Guarantor. | Day of delivery. | Proof delivery to the registered office. |
| First class letter addressed to the Guarantor at the registered office. | 48 hours after posting if that is a business day otherwise on the next business day. | Proof of posting. |
| Facsimile addressed to the Guarantor at the registered office address. | Day of transmission if before 16.00 on a business day otherwise on the next business day. | Transmission report showing a successful transmission to the correct number. |

1. Nothing in this Deed shall confer any rights on any person which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
2. If any provision of this Deed is held by any competent authority to be wholly or partly invalid, unlawful or unenforceable the validity lawfulness and enforceability of the other provisions of this Deed and the remainder of the provision in question shall not be affected.
3. This Deed shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the English courts.

**IN WITNESS** of the above this document is executed as a deed and is delivered on the date set out at the head of it.

**EXECUTED AND DELIVERED** as )

a **DEED** by [***Employer***]: )

Director

Director/Secretary

**EXECUTED AND DELIVERED** as )

a **DEED** by [***Guarantor***] )

Authorised Signatory

Witness signature

Witness name

Witness address

**SECTION C**

**Specification**

|  |  |
| --- | --- |
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**SPECIFICATION**

1. **INTRODUCTION**

The attached specifications in the various Appendices detailed above covers the requirement to assist in carrying out works to outstanding disrepair claims.

The value of each job varies, but to provide an approx. indication the estimated value per job is between £3,000 and £5,000.

The works under this contract will include all work types i.e plastering, plumbing, roofing, electrical, damp and mould, carpentry, brickwork, fencing, groundworks and UPVC but this list is not exhaustive and extra work types may be added as and when required.

Job requirement/classification will be notified once job request is allocated through L & Q’s Arena system

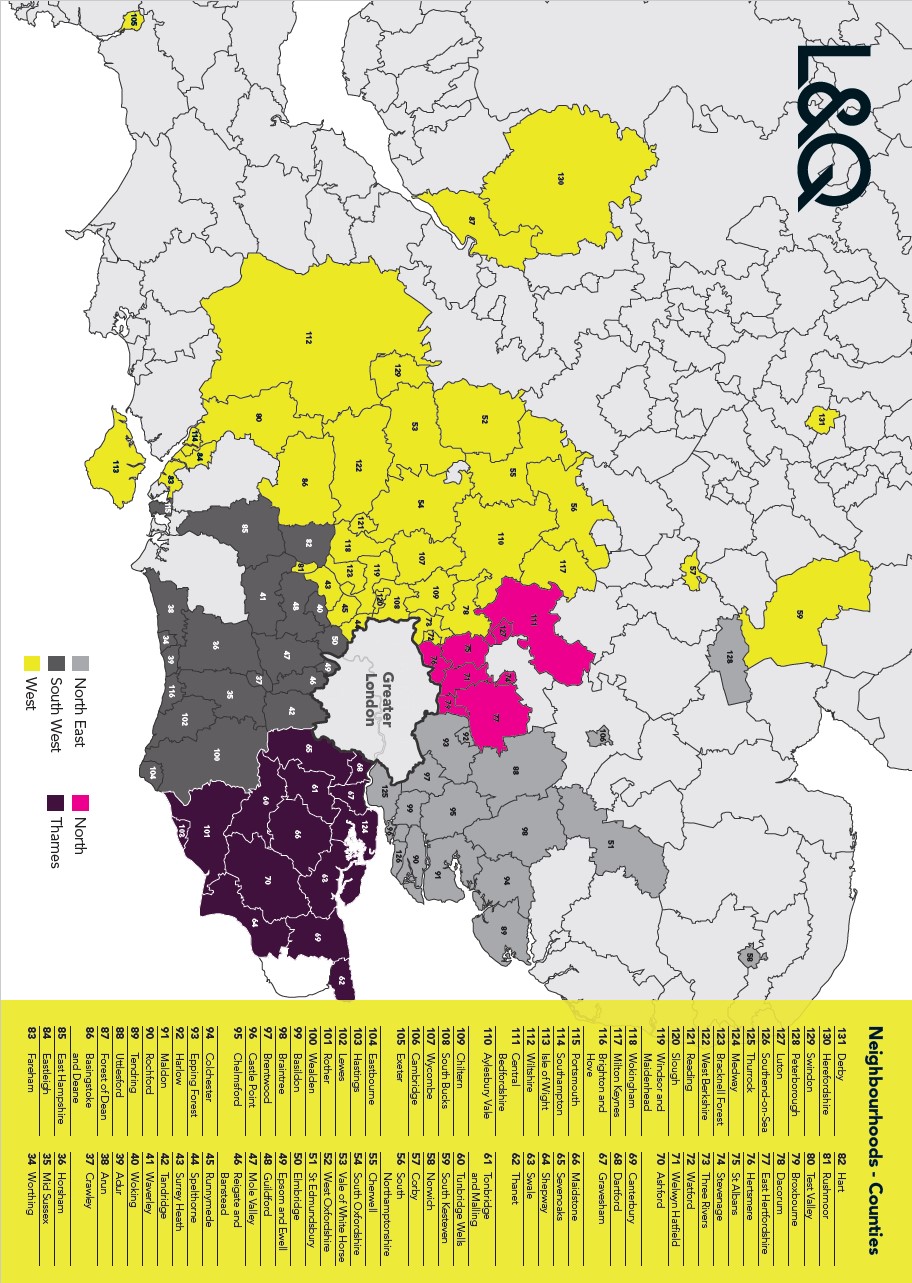
Specification detailed in Appendix Q Contractor Guidelines

**SCHEDULE 17**

**LOCATION MAPS – NEIGHBOURHOOD GEOGRAPHICAL AREAS**



**NEIGHBOURHOOD GEOGRAPHICAL AREAS; COUNTIES OUTSIDE LONDON**



1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
4. *In the case of consortium applications, the financial analysis will be carried out on the information submitted in respect of the lead member.* [↑](#footnote-ref-5)