



Homes &
Communities
Agency

INVITATION TO TENDER

Liverpool: Boulevard Industry Park, Road Marking
& Sign Installation Works, 2016

Tender Ref: HCAP17001
Contract Number: EAP.NW.013

Version 1.0, April 2016

Full name of the Supplier completing the Tender	
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Document Control

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Appendix 1: Contract Drawings

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- Proposed White Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0002, Rev A, AECOM;
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- Proposed Yellow Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0004, Rev A, AECOM;
- Proposed Yellow Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0005, Rev A, AECOM;
- Phase 1 Proposed Signage, Drawing No 60443730_DD_CT_0006, Rev A, AECOM;
- Phase 1 Proposed Bollard, Drawing No 60443730_DD_CT_0007, AECOM; and
- Plain Grey Post Detail/Installation Detail, Drawing No 2020/StdDetail/TP/2, 2020 Liverpool.

Appendix 2: Safety In Design – Designers Health & Safety Audit Form (Reference 60443730, Dated 16.10.15), AECOM

Appendix 3: Design Residual Hazard Register (Reference 60443730, Dated 16.10.15), AECOM

Appendix 4: Site Risk Assessment

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PART A: PROCUREMENT PROCESS

- 1 This Section provides information on the procurement process.
- 2 Suppliers are required to **READ THIS SECTION** carefully to understand the HCA requirements.
- 3 This Section **DOES NOT** need to be printed and returned with your completed Tender.

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A1 Introduction

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

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

The Homes and Communities Agency

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

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

We achieve this by:

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

For more information visit www.gov.uk/hca

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

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

Boulevard Industry Park, Liverpool

The HCA is seeking to appoint a competent Supplier on a fixed price basis for removal of existing white line marking; reinstatement of new white & yellow line marking across the site; directional signage installation and bollard installation to prevent U-Turn manoeuvres across cycleway/footpath. Works are required to North Road, Renaissance Way & South Road, private highways within Boulevard Industry Park, Speke, Liverpool, L24 9PL.

Works are required to address traffic management issues associated with overnighting delivery vehicles and overflow staff parking along the highway associated with industrial/manufacturing properties located on the Industry Park. The proposed traffic management scheme has been developed in conjunction with the tenant's forum, who have shown strong support for the plans and wish to see the works undertaken. The HCA has undertaken liaison with Liverpool City Council/Knowsley Local Authority, obtaining approval for the scheme via Traffic Regulation Order. HCA's long-term aspiration is for the highway to be adopted. Works undertaken must therefore not compromise any future adoption.

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Jones Lang LeSalle (JLL) is appointed as commercial agent for majority of properties on the Industry Park. JLL will be responsible for all communication with the businesses. HCA and/or their appointed Agent will be responsible for communication with those remaining properties not managed by JLL. The Supplier will be responsible for communication with the appointed Project Manager only who will disseminate information to the wider project team i.e. JLL.

Due to the 'operational' nature of the site, which is 24 hours, road closure is not feasible. Works will be required to be phased across the site. The Supplier will be required to develop and present a clear method as to how they will manage the works to ensure expedient progress of the works. The HCA will ensure that the upmost is done to communicate to the businesses via JLL or HCA directly the programme and methodology for delivery of the works, encouraging businesses to engage with their staff, inform them of the works and obtain support to ensure their actions do not interrupt or delay the works.

The HCA acknowledge that there may be delays to programme as a result of vehicles/lorries parking and disrupting the passage of works. The HCA will within reason not seek any delay damages from the Supplier in regard to delays as a direct result of such actions. The HCA will not accept applications for additional payment as a result of delay due to vehicle/lorry parking. It is the responsibility of the Supplier to ensure that the methods they are adopt to manage this issue are effective, the Supplier may propose alternative traffic management measures following commencement of the project if initial proposals are not deemed to be effective. Any alternative measures will be subject to approval by the Project Manager.

A2 Procurement Process and Timetable

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

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

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

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

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

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

Part A, [Section 10](#) 'Evaluation Criteria', sets out the evaluation criteria & scoring methodology on which this tender exercise will be evaluated. Suppliers should refer to this information throughout the completion of 'Part C: Documents to be Returned'. The Contract will be awarded on the basis of the most economically advantageous tender.

Evaluation Factor	Weighting
Price	70%
Quality	30%

The successful Supplier will be required to attend a Pre-Contract Meeting with the Homes and Communities Agency and the Project Manager. The Project Manager shall make all the arrangements

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for such a meeting. The Supplier will also be required to attend a meeting on commencement and completion of the Works.

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

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

Procurement Stage	Indicative Date (2016)
Contract Notice published	Monday 11 th April
Deadline for Tender Questions	Refer to Section 2.2
Deadline for Tender Submissions (at HCA Gateshead)	Wednesday 11th May at 13.00hrs
Tender Evaluation Completed	Wednesday 25 th May
Notification of intention to award contract	Week commencing 30 th May
Pre-Contract Meeting	Week commencing 30 th May
Commencement	Monday 6 th June

Due to size, the Appendices in support of this Tender are provided on a Client Access Web Portal for you to access and download. To obtain the documents:

- Enter the following URL into the address bar of your internet browser <https://clientportal.tep.uk.com>
- When prompted for a username enter: **Tep\Tepca7** (be careful not to include a space after the username)
- When prompted for a password enter: **TepSRM0604**

Please ensure your **type** in the password and do not copy and paste as this will not work.

A2.1 Site Visit

Suppliers **must** visit the site prior to submitting a Tender and will be required to confirm this within the Tender return (Form C6). No claims will be allowed after submission of the tender for lack of, information or other reasons which could have been resolved by such a visit to site.

Site is 'open access' Suppliers may attend site at their own convenience over the tender period to review the quantity and scope of works in accordance with this Invitation to Tender.

A2.2 Procurement Queries

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

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

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

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

All responses received and any communication from Suppliers will be treated in confidence but will be subject to the above. Clarification questions and answers will be posted in two locations:

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1. Contracts Finder Opportunity Notice; and
2. Client Access Web Portal, link provided within the Contracts Finder Opportunity Notice.

If you wish to receive notification of clarification questions asked by Suppliers and the Agency's response, **Suppliers must click the 'Watch this Notice'** button on the notice within Contracts Finder to receive email notification when changes/updates are made to the notice. Please note in order to use this feature Suppliers must be registered with Contracts Finder.

It is the Suppliers responsibility to check Contracts Finder or Client Access Web Portal for any updates to the procurement process. No claim on the grounds of lack of knowledge of the above mentioned items will be entertained. Please note that there is no notification facility for the Client Access Web Portal.

Tender Questions will be answered in accordance with the following schedule. There will be a total of three clarification logs issued for this Contract. Suppliers should ensure that they submit any Questions in sufficient time to allow them to be addressed appropriately, any questions received after the relevant deadline will be addressed in the next clarification where available or not at all in the case of late submission for Clarification Number 3. Suppliers should access the two locations identified above to view clarification questions and the Agency's response.

Tender Clarification Number	Deadline for Questions [2016]	Agency Response [2016]
Response 1	Monday 18 th April at 13.00hrs	Tuesday 19 th April
Response 2	Monday 25 th April at 13.00hrs	Tuesday 26 th April
Response 3	Tuesday 3 rd May at 13.00hrs	Tuesday 3 rd May

A2.3 Submission of Tender

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

Suppliers must submit their Tender by:

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

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

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

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

A3 Instructions and Information

A3.1 General Information

Suppliers are invited to complete all parts of the enclosed Part C: Documents to be Returned and submit, together with any requested supporting information, by the due date for return. Please refer to Part A, [Section 2](#) 'Procurement Process and Timetable' for **Deadline for Tender Submission**.

Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender documents issued (or subsequently amended by the HCA) will be accepted for consideration. The HCA's decision on whether or not a Tender is acceptable will be final.

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

If the Supplier cannot tender for any part(s) of the work defined in the tender documentation written notification must be made, stating the relevant part(s) and the reasons for their inability to tender, returning all Tender documents.

Suppliers have been asked to include a single point of contact in their organisation for their response to the Tender Document (As detailed in Section 1.3 of the Suitability Assessment (Part C, Form C2)). The HCA shall not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must therefore undertake to notify any changes relating to the contact promptly or they will be unable to receive communications from the HCA.

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

Questions should be answered in English.

Suppliers should ensure all requested information is provided in accordance with the Tender Checklist provided within Part C, 'Form C8 Tender Return Checklist'. Information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

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

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

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

A3.2 Suitability Assessment

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

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

Where requirements as specified within the Suitability Assessment ([Form C2](#)) are not currently held, Suppliers are required to identify how they intend to deliver the Works on award i.e. securing the qualifications on award and prior to the start of the contract, or sub-contracting to a suitably qualified third party.

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

A3.2.1 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified

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requirements (such as the questions in Section 5 of the Suitability Assessment relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the Preferred Supplier only.

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

A3.2.2 Sub-contracting arrangements

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

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

A3.2.3 Consortia arrangements

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

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

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

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

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

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

A3.2.4 Confidentiality

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

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

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

A3.2.5 Grounds for Mandatory Exclusion

The following guidance relates to the Form C2 Suitability Assessment, [Section 2 - Grounds for mandatory exclusion](#).

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

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

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

A3.2.6 Grounds for Discretionary Exclusion – Part 1

The following guidance relates to the Form C2 Suitability Assessment, [Section 3 - Grounds for discretionary exclusion – Part 1](#).

Conflicts of interest

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

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

Taking Account of Suppliers’ Past Performance

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

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

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

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A3.2.7 Self-cleaning

Any Supplier that answers 'Yes' to questions Form C2 Suitability Assessment, Sections 2.1 Grounds for Mandatory Exclusion, 2.2 Non-payment of taxes and 3.1 Grounds for discretionary exclusion should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

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

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

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

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

A3.2.8 Technical and Professional Ability

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

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

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

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

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

A4 Quality

A Quality Submission schedule has been provided with this Tender ([Form C3](#)), which must be **completed and returned** as part of the tender response.

A5 Pricing

Pricing schedule [Form C4](#) (excel document) has been provide within this Tender which must be completed and returned as part of the Tender Response. The HCA requires Suppliers to Price for an

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'option' of investigation of flooding and associated remedial costs, acceptance of which is price dependent.

Suppliers are required to bring forward the total price to the Form of Tender contained within [Form C5](#). No alteration may be made to the pricing schedule provided.

Please ensure Form C5 is at the front of your response.

Price will account for 70% of the overall score and is to be evaluated as outlined below

Price Evaluation

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

Whereby;

Supplier 1 bid the lowest total rates and is awarded 100% of the marks available for this section which is 70 marks.

Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 63.64 marks.

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

	Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score
Supplier 1	£50,000	£50,000	100%	70.00
Supplier 2	£51,000	£50,000	102%	68.63
Supplier 3	£53,000	£50,000	106%	66.04
Supplier 4	£55,000	£50,000	110%	63.64
Supplier 5	£60,000	£50,000	120%	58.33

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

- The Supplier **must visit** and inspect the site and satisfy himself of the full requirements of the contract, prior to submission of his Tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the extent, character and accessibility of the site and all other conditions affecting the Works. Please note Suppliers are to provide written confirmation of undertaking site visits on Form C6, details of site visit arrangement are provided within [Form C6](#);
- No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained;
- **Information with regard to the existing or proposed position of pipes, cables, wires etc., whether private or public utility or other statutory undertakers, is to be obtained by the Supplier** from the various private, public or statutory authorities, the Employer can in no way be held responsible for any inaccurate information obtained. The Supplier shall liaise as necessary in regard to location of services which may require to be verified and isolated/disconnected for the safe execution of the Works. The Supplier will be responsible for the disconnection of any services deemed necessary for the safe execution of the Works;
- The accuracy and dimensions scaled from the drawings is not guaranteed;
- Suppliers must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. Quantities within the

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lump sums are the responsibility of the Supplier;

- All necessary labour, equipment, administration, management overheads, profit and the like to undertake the works;
- Prices quoted shall be exclusive of Value Added Tax where applicable. The Tender shall remain valid for acceptance for six months from the Tender return date; and
- **The Person submitting this Tender must have the necessary authority to enter into Contractual Arrangements on behalf of the organisation and certify that they are able to undertake the Works at the Tendered price. This includes any authority from Parent Companies where required.**

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

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

A6 Transparency

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

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

A7 Freedom of Information

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

A8 Bribery and Corruption

The HCA takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with the HCA. Please refer to <https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy> for further information.

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A9 Health and Safety

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

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

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

Although the HCA recognises any SSIP approved scheme, its preferred prequalification scheme is CHAS (Contractor Health and Safety Assessment Scheme) which is a member of SSIP. In order to register with CHAS and undergo an assessment you will need to visit the CHAS website <http://www.chas.gov.uk/downloadq.asp> and download the relevant application forms.

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

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

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

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

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A10 Evaluation Criteria

RELATING TO PART C, FORM C2 – SUITABILITY ASSESSMENT			
<ul style="list-style-type: none"> All Suppliers are required to complete the Suitability Assessment. Criteria for Evaluation are Pass or Fail. The Suitability Assessment will be evaluated first. If a Supplier ‘fails’ any element of the Suitability Assessment, then further Quality and Price submissions will not be evaluated. Scoring from the Suitability Assessment will not be taken forward to the ‘Overall Score’, this will be based on ‘Quality and Price’. 		<p>Scoring methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail</p>	
Section	Title	Assessment	Evaluation Guidance
1. Supplier Information			
1.1	Supplier Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.
1.2	Bidding Model	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If the Supplier completing this Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided; <ul style="list-style-type: none"> names of all consortium members; the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix. <p>All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment i.e. each member of the consortium is required to complete the form.</p> <p>Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.</p> <p>If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.</p>

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

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Economic and Financial Standing Please note: Information relating to Economic and Financial Standing will only be evaluated for the Preferred Supplier(s) following evaluation of Quality and Price.			
4.1/4.2	Demonstration of Economic and Financial Standing	Pass/Fail	<p>Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.</p> <p>In reaching our conclusion on an Suppliers economic financial standing (pass or fail), the financial information presented will be assessed by the HCA’s in-house, professionally qualified financial due diligence team. Consideration of the financial information provided will include the following:</p> <ul style="list-style-type: none"> • Completeness of financial information provided – failure to provide one of the five permitted form of financial information and associated explanation considered a ‘fail’ • Age of financial information provided – where the latest financial statements have yet to be filed within their due date, the HCA will request draft financial statements and/or management accounts from the Supplier to enable a more up to date review. Failure to provide additional information in a suitable formats identified will constitute a ‘fail’; • Opinion of the auditors within the financial statements – concerns over going concern considered a ‘fail’. No going concern issues considered a ‘pass’ • Suppliers currently the subject to any kind of administration or liquidation arrangements will be considered a ‘fail’. Absence of administration or liquidation arrangements considered a ‘pass’ • The level and nature of outstanding CCJs (either disclosed or obtainable from public registers) – ability to fund CCJs from existing case reserves considered a ‘pass’, inability to fund CCJs from existing cash reserves considered a ‘fail’ <p>Pass – all above 5 measures considered a ‘pass’ Fail – one or more of the above 5 measures considered a ‘fail’</p>
4.3	Level of Economic and Financial Standing	Pass/Fail	<p>Both average turnover for the last two years (or equivalent value) is equal to or more than x2 the contract value* (as tendered including any provisional sums, contingent sums, options and later phases) and the current ratio (current assets/current liabilities) is greater than 1.</p> <p>Fail – Either average turnover for the last two years (or equivalent value) is less than x2 the contract value as tendered including any provisional sums, contingent sums, options and later phases) or current ratio (current assets/current liabilities) is equal to or less than 1.</p> <p>*The HCA reserves the right to use information relating to other contracts they have awarded and/or bidding with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage. In assessing this the HCA will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.</p>

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4.4	Financial Guarantee	Pass/Fail	<p>Pass – all information/documentation provided. Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of the HCA.</p> <p>Fail – major information requirements missing. Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of the HCA.</p>
5	Technical and Professional Ability	Pass/Fail	<p>Pass – Sections 5.1 to 5.4 OR 5.5 complete in full with information which relates to the subject matter of the contract</p> <p>Fail – 5.1 to 5.4 OR 5.5 incomplete.</p>
6A	Insurance	Pass/Fail	<p>Pass – minimum requirements for insurance are in place, or an assurance is provided to confirm that the insurance will be in place by the contract commencement date</p> <p>Fail – minimum requirements for insurance are not in place, and no assurance is provided to confirm that the insurance will be in place by the contract commencement date</p> <p>Minimum Insurance Requirements</p> <ul style="list-style-type: none"> • Employers Liability Insurance - £10m • Public Liability Insurance - £10m
6B	Compliance with equality legislation	Pass/Fail	<p>Pass – Sections B.1 & B.2 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section B.3 answered ‘yes’</p> <p>Fail – failure to answer Questions B.1 – B.3 or Sections B.1 & B.2 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction and/or Section B.3 answered ‘no’</p>
6C	Environmental Management	Pass/Fail	<p>Pass – Sections C.1 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section C.2 answered ‘yes’</p> <p>Fail – failure to answer Questions C.1 – C.2 or Sections C.1 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction and/or Section C.2 answered ‘no’</p>
6D Health and Safety			
Part 1			
1.1	Health and Safety Policy	Pass/Fail	<p>Pass – Question 1.1 answered ‘yes’ and Health and Safety Policy provided is to the satisfaction of the HCA; or for Suppliers that are self-employed or employ less than 5 people information has been provided on arrangements for management of health and safety to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Questions 1.1, Question 1.1 answered ‘No’, or information provided on Health and Safety Policy or management arrangements for health and safety is not to the satisfaction of the HCA.</p>

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1.2	SSIP Registration	Pass/Fail	<p>Pass – Question 1.2 answered ‘yes’ or information has been provided on a similar scheme which is to the satisfaction of the HCA; or you are in the process of registration to a SSIP scheme and date of registration is proposed to be achieved prior to contract commencement as indicated in Section 2’ Procurement Process and Timetable.</p> <p>Fail – Failure to answer Question 1.2. Question 1.2 answered ‘no’ or information on similar scheme is not to HCA’s satisfaction, or proposed date of registration does not meet with project timescales for contract commencement as indicated in Section 2’ Procurement Process and Timetable.</p> <p>Please note: Suppliers that are not registered with SSIP or equivalent scheme are required to provide their health and safety policy documentation and complete Part 2, Health and Safety Questionnaire. Please refer to Evaluation Criteria, Health and Safety, Part 2 for the assessment criteria.</p>
1.3	Enforcement	Pass/Fail	<p>Pass – Question 1.3 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Questions 1.3, or Question 1.3 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.</p>
1.4	Use of Sub-contractors	Pass/Fail	<p>Pass – Question 1.4 answered ‘yes’.</p> <p>Fail – Failure to answer Question 1.4, or Question 1.4 answered ‘no’</p>
1.5	RIDDOR	Pass/Fail	<p>Pass – No injury, disease or dangerous occurrence reported to the enforcing authorities under RIDDOR, or any details provided on injury, disease or dangerous occurrence show effective remedial action and changes in procedures as a result of incidents to the satisfaction of the HCA.</p> <p>Fail – Failure to answer Question 1.5 or details provided on injury, disease or dangerous occurrence and the remedial action and changes in procedures as a result of incidents are not to the satisfaction of the HCA.</p>
Part 2			
3.1 – 3.12	Health and Safety Questionnaire	Pass/Fail	<p>Pass – Answered ‘yes’ to all questions and appropriate evidence provided to the satisfaction of the HCA.</p> <p>Fail – Answered ‘no’ to one or more question or answered ‘yes’ to all question but one or more questions were not supported by appropriate evidence and or the evidence provided is not to the satisfaction of the HCA.</p>

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RELATING TO PART C, FORM C3 – QUALITY SUBMISSION

- a) Quality will account for 30% of the Overall Score. Suppliers are required to submit written answers to each of the questions set out below as part of their tender submission.
- b) A **Quality threshold** will be applied to this Tender. Should a Supplier score below 4 marks (poor response) for any Quality Question then Price Submissions will NOT proceed to final evaluation.
- c) Guidance notes have been provided which indicate to Suppliers information that the HCA will use to evaluate a response.
- d) Evaluation criteria will be based on a scoring of 0 – 10, the details of which are shown to the right.
- e) Please note **maximum page limits** in respect of each question. Only information within the maximum page threshold will be reviewed.

Scoring methodology:

- 0 - 3 Poor response, not scored**
- 4 – 6** Average response to requirement and some examples provided
- 7 – 8** Good response to requirement and good range of examples provided
- 9 – 10** Excellent response to the requirement good range of examples, highly relevant to the Works required

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

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

Number	Criteria	Demonstrated By	Weighting
1	What method will you take to the overall delivery of the Works on site?	Particular consideration should be given (but not limited to) the following: <ul style="list-style-type: none"> • Outline key work stages and tasks and how you will deliver compliance with the contract documents, in particular how you will undertake traffic management at the site to ensure works can be completed in a timely fashion; <i>Maximum answer length 2 No. sides of A4, minimum font size 10pt.</i>	15%
2	What management and resource structure would you adopt for the delivery of the Works and how would this structure communicate throughout the duration of the Works.	Particular consideration should be given (but not limited to) the following: <ul style="list-style-type: none"> • What management and resource structure would you adopt for the delivery of the Works; • What communications structure you would adopt with the Project Manager, Employer and the Others; and • Please demonstrate competence of key personnel to be used on the project (including Contract Manager) via CV’s, training certificates, qualifications and project experience to support the response. In particular competence/evidence of the following should be provided <ul style="list-style-type: none"> (a) Contract Management e.g. CSCS Contracts Manager Card; (b) Working on Highways e.g. National Highway Sector Schemes (NHSS) (c) Construction Site Operative e.g. CSCS Construction Site Operative Card; (d) Ability to understand principals of Risk Management e.g. CIEH Level 2/3 Risk Assessment Principles & Practices, NEBOSH, IOSH etc. (e) First aid training relevant to the roles and responsibilities; and (f) Use of Plant/Machinery e.g. Construction Plant Competence Scheme (CPCS). <i>Maximum answer length 2 No. sides of A4, minimum font size 10pt. Example CV and competency certificates may be provided in addition.</i>	5%

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RELATING TO PART C, FORM C3 – QUALITY SUBMISSION			
3	How will you ensure that the risks of the project are considered?	<ul style="list-style-type: none">• Who will be responsible for health and safety of the project what qualifications and experience do they have to demonstrate they are suitable and competent to provide this role?• What approach would you take to identifying risks associated with the Works?• How will you identify the risk owner?• How will you ensure measures are implemented to safeguard and mitigate risks to the HCA, You and Third Parties and how will you communicate these?• Provide an example of risk register for the required works at Boulevard Industry Park. <p><i>Maximum answer length 2 No, side of A4, minimum font size 10pt. Please note – Risk register can be provided supplementary to the 2 No, side of A4 limit.</i></p>	10%

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RELATING TO PART C, FORM C4 – PRICING SCHEDULES

Price will account for 70% of the Overall Score

The Contract will be awarded on the basis of 'Most Economically Advantageous' tender submitted to the HCA

Criteria	Marks Available	Demonstrated By	Scoring Method and Importance																														
Price Response	70	Provision of rates based on the Form C4 Pricing Schedule	<p>Supplier 1 bid the lowest total rates and is awarded 100% of the marks available for this section which is 70 marks.</p> <p>Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 63.64 marks.</p> <p>Note: the example figures below are purely illustrative to demonstrate scoring</p> <table border="1"> <thead> <tr> <th></th> <th>Total weighted rate</th> <th>Lowest Rate</th> <th>% score in relation to lowest Tender.</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Supplier 1</td> <td>£50,000</td> <td>£50,000</td> <td>100%</td> <td>70.00</td> </tr> <tr> <td>Supplier 2</td> <td>£51,000</td> <td>£50,000</td> <td>102%</td> <td>68.63</td> </tr> <tr> <td>Supplier 3</td> <td>£53,000</td> <td>£50,000</td> <td>106%</td> <td>66.04</td> </tr> <tr> <td>Supplier 4</td> <td>£55,000</td> <td>£50,000</td> <td>110%</td> <td>63.64</td> </tr> <tr> <td>Supplier 5</td> <td>£60,000</td> <td>£50,000</td> <td>120%</td> <td>58.33</td> </tr> </tbody> </table>		Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score	Supplier 1	£50,000	£50,000	100%	70.00	Supplier 2	£51,000	£50,000	102%	68.63	Supplier 3	£53,000	£50,000	106%	66.04	Supplier 4	£55,000	£50,000	110%	63.64	Supplier 5	£60,000	£50,000	120%	58.33
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Worked example of how your Quality score will be used to give a weighted score

Supplier	Q1 - Score out of 10	Weighting	Weighting Multiplier	Weighted Score
A	6	15%	1.5	9
B	9	15%	1.5	13.5

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

Supplier A	Supplier A Form of Tender price	Lowest price as % of Supplier A price	Supplier A marks out of 70
	350	$350/350 = 100\%$	$100\% * 70 = 70$
Supplier B	Supplier B Form of Tender price	Lowest price as % of Supplier B price	Supplier B marks out of 70
	700	$350/700 = 50\%$	$50\% * 70 = 35$

Worked example of Overall Result

Supplier	Quality Score	Price Score	Total Score	Ranked Position
A	9	70	79	1
B	13.5	35	48.5	2

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PART B: THE CONTRACT & WORKS INFORMATION

1. This Section provides information on the Contract Terms & Works Information. The Contract Terms shall be those of the NEC3 Engineering and Construction Short Contract (April 2013) and the additional conditions set out in the Schedule of Additional Conditions of Contract:
2. The definitions within the Contract Terms & Works Information should be read as the following:
 - *Contractor* – Supplier
 - *Employer* – the HCA
3. The submission of a tender will denote the Suppliers acceptance of an undertaking to comply with all the clauses contained in the tender document.
4. Suppliers are required to **READ THIS SECTION** carefully to understand the HCA requirements for the works.
5. This Section **DOES NOT** need to be printed and returned with your completed Tender.

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Title Page

NEC3 Engineering and Construction Short Contract

April 2013

EAP.NW.013 Liverpool: Boulevard Industry Park, Road Marking & Sign Installation Works 2016

Tender Reference: HCAP17001

Dated:

A Contract between

Homes and Communities Agency

Arpley House,
110 Birchwood Boulevard,
Birchwood,
Warrington,
WA3 7QH
(Employer)

and

(Contractor)

For

Removal of existing white line marking; reinstatement of new white & yellow line marking across the site; directional signage installation and bollard installation to North Road, Renaissance Way & South Road, private highways within Boulevard Industry Park, Speke, Liverpool, L24 9PL on a fixed price basis.

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Contract Data (Page 2 & 3)

The Employer is:

Name: The Homes and Communities Agency

Address: Arpley House,
110 Birchwood Boulevard,
Birchwood,
Warrington,
WA3 7QH

Telephone: 0300 1234 500

Fax: Not Applicable

E-mail address: Alan.Doyle@hca.gsi.gov.uk

The Project Manager is:

Name: The Environment Partnership (TEP) Limited

Address: Genesis Centre,
Birchwood Science Park,
Birchwood,
Warrington,
WA3 7BH

Telephone: 01925 844 004

Fax: Not Applicable

E-mail address: RobertWooldridge@tep.uk.com

The *works* are: Removal of existing white line marking; reinstatement of new white & yellow line marking across the site; directional signage installation and bollard installation.

The *site* is: Boulevard Industry Park, Speke, Liverpool, L24 9PL

The *starting date* is: Monday 06th June 2016 (subject to confirmation with Tenants)

The *completion date* is: Friday 24th June 2016

The *period for reply* is: no later than 2 days

The *defects date* is: 52 (weeks after Completion)

The *defect correction period* is: 2 (weeks)

The *delay damages* are: £320.00 (per week)

The *assessment day* is: on completion of the Works

The *retention* is: 5 (%)

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Does the United Kingdom Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 apply? Yes

The *Adjudicator* is: To be Confirmed

The interest rate on late payment is: 0.5 % per complete week of delay

The *Contractor* is not liable to the *Employer* for loss or damage to the *Employer's* property in excess of: £10 Million for any one event.

The *Employer* provides this insurance: Not Applicable

The minimum amount cover for the third insurance stated in the Insurance Table is: £10 Million for any one event.

The minimum amount of cover for the fourth insurance stated in the Insurance Table is: £10 Million for any one event.

The *Adjudicator nominating body* is: Technology and Construction Solicitors Association

The *tribunal* is: Court

If the tribunal is arbitration, the arbitration procedure is: Not Applicable

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013) and the additional conditions set out in the Schedule of Additional Conditions of Contract:

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Contract Data (Page 4 & 5) Cont...

The Contractor's Offer

Delete the *Contractor's Offer* and replace as follows:

The *Contractor* offers to provide the Works in accordance with the *conditions of contract* for an amount as set out in the Form of Tender (Section C, Form C5)

The offered total of the Prices is – Refer to the Form of Tender (Section C, Form C5)

The Employer's Acceptance

Delete the *Employer's Acceptance* and replace as follows:

The *Employer* accepts the *Contractor's Offer* to Provide the Works – Refer to the Form of Tender (Section C, Form C5) for *Employer's Acceptance*

Price List

Delete the *Price List* and replace as follows:

The Pricing Schedule included within Section C, Form C4.

Contract Data (Page 6, 7 & 8) Cont...

Works Information

1. Description of the Works

1.1 Description of the Site

The site is an industry park located in Speke, Liverpool, L24 9PL. The works are to North Road, Renaissance Way & South Road, private highways owned and managed by the Homes and Communities Agency (the HCA).

The highways are subject to unauthorised parking by overnighting delivery vehicles and overflow staff parking associated with the industrial/manufacturing properties. Parking causes obstruction and damage to site infrastructure and as such the HCA is looking to progress line marking and other Traffic Management measures (signage and bollard installation) at the site.

The proposed scheme has been subject to consultation with tenant's forum, who have shown strong support for the plans and wish to see the works undertaken. The HCA has undertaken liaison with Liverpool City Council/Knowsley Local Authority, obtaining approval for the scheme via Traffic Regulation Order. HCA's long-term aspiration is for the highway to be adopted. Works undertaken must therefore not compromise any future adoption.

1.2 Description of the Works

The Works include but are not exclusively limited to the following:

1. Establishment, maintenance and removal on completion of welfare facilities and storage areas. Any area used for storage of plant, equipment, materials and substances will be secure, responsibility of which is the *Contractor's*;
2. Establish suitable traffic and pedestrian safety control measures at the site (subject to approval by the *Project Manager*);
3. Site clearance works comprising of the removal, storage of traffic posts and removal, storage and reuse off existing traffic sign;
4. Removal of existing road markings;
5. Reinstatement of new white & yellow line marking across the site; directional signage installation and bollard installation to North Road, Renaissance Way & South Road; and
6. Site clean up to remove any debris off site following completion of works.

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Other activities required for the completion of the Works include but are not exclusively limited to the following:

1. Preparation of a contract programme;
2. Preparation of a Construction Phase Health and Safety Plan, to include details on traffic management, work sequencing, Quality Management, Emergency Preparedness etc.; and
3. Risk Assessments and Method Statements for all elements of the Works.

1.3 Temporary Works Design

The *Contractor* is responsible for all temporary works design and gaining all necessary approvals.

The *Contractor* is responsible for ensuring the structural stability of the relevant lighting columns and undertaking any necessary structural assessments prior to installation of signage onto these existing lighting columns. The *Contractor* shall provide confirmation in writing to the *Project Manager* of a positive outcome of structural stability of lighting structures for sign installation. Any concerns in regard to stability should be raised in writing to the *Project Manager* with alternative solutions and estimate costs provided to deliver the required outcome. Any variation to the current scope of works will be subject to written approval by the *Project Manager*.

1.4 Liverpool City Council and Knowlsey Council

The *Contractor* is required to meet any requirements stipulated by South Ribble Borough Council.

1.5 Services and Utilities

The *Contractor* should take all necessary precautions in completing the *works* to identify the location of services in accordance with HSG47. These risks should be reflected in any risk assessments and method statements required to complete the *works*, including any unknown risks. It is ultimately the responsibility of the *Contractor* to establish the location of any services, check the status and disconnect any live services where required – the HCA does not hold any information in relation to Services. The *Contractor* shall contact statutory undertakers to determine location of utilities, undertake scanning & hand digging as required to enable services to be located prior to excavation. The *Supplier* will be responsible for the costs associated with any reinstatement/repair works required to rectify damage to any utilities on site and any associated costs (including loss/damage to third parties) arising as a result of loss of services. The *Contractor* should note the '24 hour operational nature' of the site, should the *Contractor* cause disruption to business as a consequence of loss of utilities the *Contractor* will be held liable and shall be required to meet any costs to businesses as a result of this.

1.6 Liaison with Others

The *Contractor* shall be responsible for ascertaining and complying with the requirements of all others, including statutory undertakers, road/traffic managers, etc. providing timely notices when required.

The *Contractor's* specific reference is drawn to the industrial/manufacturing properties located on the Industry Park. Jones Lang LeSalle (JLL) is appointed as commercial agent for majority of properties on the Industry Park. JLL will be responsible for all communication with the businesses. HCA and/or their appointed Agent will be responsible for communication with those remaining properties not managed by JLL. The *Contractor* will be responsible for communication with the appointed *Project Manager* only who will disseminate information to the wider project team i.e. JLL. Where the *Contractor* receives enquiries in regard to the works, these should be passed to the *Project Manager* within maximum of 24 hours, the *Project Manager* will then provide a response to the interested parties.

Prior to the *works* taking place the *Contractor* will notify the *Project Manager* who will consult local businesses in regard to the *works*, and will confirm commencement date with the *Contractor*. The *Contractor* shall not proceed with the works until he has received written notice of the start date from the *Project Manager*.

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1.7 Reporting

The *Contractor* is required to provide a daily briefing by phone at end of working day (or as otherwise necessary) to the *Project Manager* giving update on progress of the works, any issues to be resolved and any change to cost, time and quality from the agreed Contract.

1.8 Meetings

4 meetings are envisaged in the delivery of the *works*; Prior to mobilisation (Pre-Contract), Site mobilisation, mid-point meeting and immediately prior to Completion of the Works.

1.9 Compliance with Environmental Requirements

The *Contractor* shall comply with the requirements of the Environment Agency and others with regards to relevant matters. The *Contractor* shall brief the *Project Manager* on any dealings between the *Contractor* and the Environment Agency or other statutory bodies.

Where an environmental feature is known to exist or is revealed during the execution of the *Works* and is positioned so as to prevent the works to a line or level previously intended or any reasonable practicable alteration thereof, the *Contractor* shall:

- a) Notify the *Project Manager*;
- b) Liaise with the authority responsible for the feature;
- c) Divert or otherwise modify the feature or adjust or modify the *Works* in accordance with the requirements of the authority and/or the *Project Manager*.

1.10 Compliance with archaeological requirements

The *Contractor* shall comply with the requirements of English Heritage and others.

Where an archaeological feature is known to exist or is revealed during the execution of the *Works* and is positioned so as to prevent the construction to a line or level previously intended or any reasonable practical alteration thereof, the *Contractor* shall:

- a) Notify the *Project Manager*;
- b) Liaise with the authority responsible for the feature; and
- c) Modify the *Works* in accordance with the requirements of the authority and/or the *Project Manager*.

1.11 Welfare

The *Contractor* will be required to provide welfare facilities, including hot and cold running water and all necessary services throughout the duration of the contract including regular emptying of any cesspit or similar, cost for this shall be priced in General Items within the Pricing Schedule.

Office facilities are not deemed to be required, however the *Contractor* shall ensure that all method statements, risk assessments and other legal and statutory documentation is available for viewing at all times i.e. in contractor vehicles.

1.12 Compound

It is acknowledged that the *Contractor* may require an area to establish a compound for site equipment and materials for the duration of the *works*. *Contractors* will be responsible for establishment of the compound area and its security. The location of any compound is to be agreed with the *Project Manager* prior to commencement of the *works*.

Contractors must take a photographic log of the compound area prior to and on completion of the *works*. The *Contractor* will be required to reinstate any area used as site storage/compound.

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1.13 Health and safety requirements

The *Contractor* will be responsible for all Health and Safety matters on site. Please refer to the Designers Health & Safety Audit and Designers Residual Risk Register included within Appendix 2 and 3. The Site Risk Assessment is included within Appendix 4.

The *Project Manager* will review the *Contractors* Construction Phase Health and Safety plan and advise the HCA that the plan is suitably developed for *works* to commence. The *Project Manager* will complete a health and safety audit during the *works*.

The *Contractor* is required to prepare method statements and risk assessments, taking into account information provided within this Invitation to Tender (e.g. Specification, Contract Drawings etc.).

1.14 Security and protection of the Site

The *Contractor* will be fully responsible for all security arrangements during the *works* including their plant, machinery and other items – this is not the responsibility of the HCA. There are no existing security arrangements at the site e.g. Mobile Patrols.

1.15 Security and identification of people

The *Contractor* will establish procedures for all persons visiting the site. These will be agreed by the *Project Manager* and before *works* commences. During the *works*, the appointed *Contractor* should ensure all their personnel are identifiable via a uniform or ID cards whilst undertaking the *works* on site and any suspicious behaviour should be immediately reported to the *Project Manager*. The *Contractor* will be responsible for vetting and identification of all individuals working on or visiting the site and their health, safety and wellbeing whilst on site.

1.16 Traffic Management and Roads

The delivery and removal of plant and materials during the *works* will be via Speke Boulevard.

No alterations to the access point and the existing surfacing are necessary to accommodate vehicle movements required for the proposed *works*.

The *works* will require working in the carriageway. The roads affected by the *works* are heavily trafficked by vehicles including a significant number of HGV's. The site has speed limit of 20mph however speeds on site are noted to be significantly higher. There is reduced visibility on site due to HGV Trailers, HGV's and Cars parking on the highway. A large number of the drivers visiting the site are foreign and therefore, may be less familiar with UK road and practices. Deliveries are received to the various industrial unity 24 hours a day.

The above factors mean a real risk of death or injury at the site. The *Contractor* will be required to outline measures to protect operatives for approval by the *Project Manager* in accordance with Chapter 8 of the Traffic Signs Manual.

Due to the 'operational' nature of the site, road closure is not feasible. *Works* will be required to be phased across the site. The Supplier will be required to develop and present a clear method as to how they will manage the *works* to ensure expedient progress of the *works*. The HCA will ensure that the utmost is done to communicate to the businesses via JLL or HCA directly the programme and methodology for delivery of the *works*, encouraging businesses to engage with their staff, inform them of the *works* and obtain support to ensure their actions do not interrupt or delay the *works*.

The HCA acknowledge that there may be delays to programme as a result of vehicles/lorries parking and disrupting the passage of *works*. The HCA will within reason not seek delay damages from the Supplier in regard to delays as a direct result of such actions. The HCA will not accept applications for additional payment as a result of delay due to vehicle/lorry parking. It is the responsibility of the Supplier to ensure that the methods they are adopt to manage this issue are effective, the Supplier may propose alternative traffic management measures following commencement of the project if initial proposals are not deemed to be effective. Any alternative measures will be subject to approval by the *Project Manager*.

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The *Contractor* is to ensure that North Road, Renaissance Way, South Road and the surrounding public highways are kept clean and free from any debris at all times.

1.17 Site Cleanliness and Waste

The site shall be kept clean and tidy at all times. A final inspection of the site will take place by the *Project Manager*.

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

1.18 Line Removal

Works are required to remove existing white lining on the site. The *Contractor* is to confirm the method of line removal with Liverpool City Council & Knowsley Council prior to undertaking the works. It is envisaged removal may be achieved by burning using a thermal lance or hot compressed air (lesser environmental impact but subject to condition of the carriageway). Blacking of the existing lines is not permitted.

1.19 Thermoplastic Screed Road Markings

The *Contractor* will be required to provide manufactures specification and associated warranties for the Thermoplastic Screed product proposed to be used for the works for approval by the *Project Manager*.

1.20 Pre-Completion arrangements

The HCA require that the *Contractor* gives 24 hours' notice before requesting Completion and handing the site back to them.

1.21 Information required

The *Contractor* will provide the following information to the *Project Manager* on completion of the works.

- All method statements produced, including any drawings;
- The contact details of all suppliers, subcontractors and disposal facilities used on the works;
- The details of all materials used, including product numbers and test certificates;
- Waste disposal tickets/consignment notices and any other waste haulage certificates, correspondence to show waste was disposed of at a suitable facility;
- Any correspondence with others (third parties); and
- A photographic record of the works taking place and the status of the site on completion.

The *Contractor* will be required to retain information in relation to the Works for 6 years following Completion.

2. Drawings

The following Drawings apply to this Contract. All drawings are included within Appendix 1 – Drawings.

- Proposed General Arrangements, Drawing No 60443730_DD_CT_0001, Rev A, AECOM;
- Proposed White Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0002, Rev A, AECOM;
- Proposed White Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0003, Rev A, AECOM;
- Proposed Yellow Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0004, Rev A, AECOM;

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- Proposed Yellow Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0005, Rev A, AECOM;
- Phase 1 Proposed Signage, Drawing No 60443730_DD_CT_0006, Rev A, AECOM;
- Phase 1 Proposed Bollard, Drawing No 60443730_DD_CT_0007, AECOM; and
- Plain Grey Post Detail/Installation Detail, Drawing No 2020/StdDetail/TP/2, 2020 Liverpool.

3. Specifications

3.1 Management of the Works

The HCA is the *Employer* for the *works* and will be responsible for all remuneration to the *Contractor*.

The *Employer* has delegated most of the *Employer's* Contractual duties to The Environment Partnership (TEP) Limited to provide the role of a *Project Manager* as identified in other NEC Contracts. This role involves but is not limited to the following:

- to act as stated in the contract and in the spirit of mutual trust and cooperation;
- act as the *Employer* interface with project team;
- to facilitate resolution of general issues (e.g. performance of design consultants, communication breakdowns, site progress, quality);
- to attend / chair meetings as and when required, approve requests for change and seek *Employer* approval if required;
- to assess the amount due for payment at each assessment date;
- to issue payment certificates to the *Contractor*;
- to review and, where appropriate, accept the appointment of Subcontractors;
- to give an overall assessment of any compensation events with time implications;
- to work within the times and conditions stated in the works information;
- to reply to a communication within the period of reply;
- to reply to a communication submitted for acceptance, or to state reasons for non-acceptance;
- to give early warning of matters with delay, cost or performance implications;
- to accept *Contractor's* particulars of design, or give reasons for non-acceptance;
- to assess the *Contractor's* Programme;
- to accept the *Contractor's* Programme and subsequent revisions, or to give reasons for non-acceptance;
- to decide on the date of Completion and to certify Completion;
- to notify, respond, co-ordinate, assess and make decisions concerning compensation events which arise for whatever reason;
- to attend meetings as required; and
- to monitor the project including reporting on progress, resources, site conditions and general observations.

3.2 Specification

The *Contractor* is responsible for the delivery of the *works* in accordance with the contract terms and conditions, specification, pricing schedules, drawings and supporting appendices.

4. Constraints on how the Contractor Provides the Works

4.1 Use of the Site

The *Contractor* will have full use of the carriageways as identified in Contract Drawings (Appendix 1) for the duration of the *works*. No other coincident works are planned. The *Contractor* shall note the comments raised in 1.16 in regard to traffic movements at the site.

4.2 Access to the Site

Access to the site is via Speke Boulevard.

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4.3 Levels and Reference Points

No topographical survey data is available for the *Works*.

4.4 Noise and vibrations

Noise and vibration should be kept to a minimum and *works* should be carried out in the quietest practicable manner to minimize disturbance to the nearby properties. Where noisy activities are unavoidable the disturbance will be minimised /attenuated by choice of technique or timing as appropriate.

4.5 Working hours

Normal Working hours are anticipated to be:

- 0830 to 1730 Monday to Friday

Due to the nature of the works and the location of the Site the HCA will consider requests for night time working subject to approval of the *Project Manager*. Any alteration to hours identified above will be subject to approval by *Project Manager*.

No deliveries shall be made to site outside these working hours.

Where workers are employed at overtime rates, either on measured work or on a Day Work basis, the *Employer* will not be liable to reimbursement unless such overtime was specifically ordered in writing by the *Employer*.

4.6 Parking

All parking should be undertaken within the site (as outlined in Appendix 1). The *Contractor* should establish parking areas for vehicles and signing to make these areas clear to visitors.

4.7 Use (or non-use) of explosives

No fires or explosives are to be used at the site. The site is a no smoking site.

4.8 Work in Adverse Weather

Work shall not be carried out in adverse weather if, in the opinion of the *Project Manager*, such work is likely to be injuriously affected by the weather conditions. Suitable protective covers shall be made available at all times to cover up work in progress or recently completed works either of which may be adversely damaged/affected by the weather.

4.9 Restrictions on the use of hazardous materials

No hazardous materials are to be brought to site. In general if hazardous materials are found on site they are to be disposed of at an appropriate facility off site.

4.10 Storage of fuel and chemicals

Any fuel storage for equipment is to be minimal and is to be on hardstanding where possible. Suitable spill kits are to be available to clean up any incident quickly.

5. Requirements for the programme

The *Contractor* will prepare a Gantt chart programme to identify the start date, finish date, duration and precedence for each task from Commencement to Completion, including time required for site setup and clearance. The critical path for completion of the *works* will be shown, and the float available to the HCA on each task.

The *Contractor* will be required inform the *Project Manager* of any deviations from the agreed Programme of Works via daily updates.

The Programme shall be submitted in PDF format at no greater than A3 size.

The tasks in the Programme should replicate the tasks shown in the Pricing Schedule.

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6. Services and other things provided by the Employer

The HCA will not be providing services or other things for the duration of the works.

**Contract Data (Page 9)
Site Information**

The following documentation has been provided which gives background information to the site.

- Contract Drawings as listed in Contract Data, Section 2, Drawings and located within Appendix 1;
- Safety In Design – Designers Health & Safety Audit Form (Reference 60443730, Dated 16.10.15), AECOM and located within Appendix 2
- Design Residual Hazard Register (Reference 60443730, Dated 16.10.15), AECOM and located within Appendix 3
- Site Risk Assessment located within Appendix 4.

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Schedule of Additional Conditions of Contract amending the NEC3 Engineering and Construction Short Contract April 2013 Edition

This schedule of *Additional conditions of contract* (*Additional conditions of contract*) amends the NEC3 Engineering and Construction Short Contract (April 2013) (the "NEC3"). In the event of any ambiguity between the provisions of this schedule of *Additional conditions of contract* and the other provisions of the unamended NEC3 standard form, the provisions of this schedule of *Additional conditions of contract* shall prevail and take precedence over the NEC3 standard form provisions.

The Conditions of Contract are amended and added to as follows:

10 ACTIONS

In clause 10.1 after "*Employer*" insert, the "*Project Manager*"

A new clause 10.2 is added:

"The *Contractor* shall keep and maintain until 6 years after the end of the Contract Period, full and accurate records of this contract including the Works supplied under it, all expenditure reimbursed by the *Employer*, and all payments made by the *Employer*. The *Contractor* shall on request afford the *Employer* such access to those records as may be requested by the *Employer* in connection with the contract.

A new clause 10.3 is added:

The *Contractor* warrants, represents and undertakes for the duration of the Contract Period that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this contract and that this contract is executed by a duly authorised representative of the *Contractor*;
- (b) it has and will continue to hold all necessary (if any) regulatory approvals from any relevant regulatory or statutory bodies necessary to perform the *Contractor's* obligations under this contract;
- (c) not used; and
- (d) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this contract."

11 IDENTIFIED TERMS AND DEFINITIONS

A new identified and defined term 11.2 (14) is added:

"The *Project Manager* is appointed by the *Employer*, to manage the contract on behalf of the *Employer*."

A new identified and defined term 11.2 (15) is added:

"Others are people or organisations who are not the *Employer*, the *Project Manager*, the *Adjudicator*, the *Contractor* or any employee, Subcontractor or supplier of the *Contractor*. The *Contractor* provides access to the site to Others when notified to him by the *Project Manager*."

A new identified and defined term 11.2(16) is added:

"*Contract Period* is the six year period after the issue of the Defects Certificate."

A new identified and defined term 11.2(17) is added:

"*Subcontractor* is a person or organisation who has a contract with the *Contractor* to

- construct or install part of the works,
- provide a service necessary to provide the works, or

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- supply Plant and Materials which the person or organisation has wholly or partly designed specifically for the works.”

12 INTERPRETATION AND THE LAW

A new clause 12.4 is added:

"For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend to confer, and nothing in this Contract is construed as conferring, on a third party a benefit or a right to enforce a term of this Contract, but without derogation from additional condition 160 (Assignment) and 121 (Collateral Warranties)."

13 COMMUNICATIONS

At the start of clause 13.1 insert "Subject to clause 13.3"

In clause 13.2, replace "*Employer*" with "*Project Manager*"

A new clause 13.3 is added:

"Communications received in writing can include electronic mail (e-mail). Provided communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which a letter was posted, or 4 hours, in the case of e-mail."

A new clause 13.4 is added:

"Oral instruction shall be immediately effective in accordance with their terms but shall be confirmed in writing by the *Project Manager* within 24 Hours. The *Contractor* shall immediately acknowledge receipt of an instruction."

14 THE PROJECT MANAGER

In clause 14.1, replace "*Employer*" with "*Project Manager*"

In clause 14.2, replace "*Employer*" with "*Project Manager*"

In clause 14.3, replace "*Employer*" with "*Project Manager's*"

In clause 14.4, in the first and third lines, replace "*Employer*" with "*Project Manager*". In the second line, replace "*Employer*" with "*Project Manager*"

A new clause 14.5 is added:

"No inspection, testing, approval or review nor any omission to inspect, test, approve or review on the part of the *Project Manager* is to diminish any duty or liability hereunder of the *Contractor*."

16 EARLY WARNING

In clause 16, replace "*Employer*" with "*Project Manager*"

17 AMBIGUITIES AND INCONSISTENCIES

Delete core clause 63.8 and insert "Ambiguities and Inconsistencies" as a new sub heading and insert a new clause 17 and 17.1 as follows:

"Where there is a discrepancy or error or omission within the Works Information, or between the Works Information and the conditions of contract, the *Contractor* informs the *Project Manager* in writing of his proposed amendment to remove the discrepancy and the *Project Manager* decides between the discrepant items or otherwise accepts the *Contractor's* proposed amendments or the *Project Manager* substitutes its own amendment and the *Contractor* complies with the decision or acceptance by the *Project Manager* without any adjustment to the Prices of the Completion Date."

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20 PROVIDING THE WORKS

In clause 20.2, replace “*Employer*” with “*Project Manager*”

Insert a new clause 20.3 as follows:

“The *Contractor* shall ensure the proper integration, co-ordination and compatibility of the various elements, one with another and with the remainder of the *Works*, and of the Plant and Materials for inclusion in the *Works*.”

Insert a new clause 20.4 as follows:

“The *Contractor* shall be deemed to have satisfied himself as regards the nature and extent of the *Works*, conditions of or affecting the *Employer’s Sites*, the means of communication with and access to the Site, the supply of and conditions affecting labour, the suitability, nature and extent of the *Employer’s Site* and the equipment necessary to perform the *Works*.”

No claim by the *Contractor* for additional payment will be allowed because he has misunderstood or misinterpreted anything in 20.4. The *Contractor* shall not be released from any risks or obligations imposed on, or undertaken by him, under this contract for this reason, or because he did not or could not foresee any matters which might affect or have affected the provision of the *Works*.”

Insert a new clause 20.5 as follows:

“The *Contractor* provides the *Works* in a proper and workmanlike manner and in compliance with all current and future statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *Works* or performance of any obligations under this contract and any regulation or byelaw of any local authority or statutory undertaker which has any jurisdiction with regards to the *Works*, or those whose systems the *Works* are, or are to be, connected. The *Contractor* will meet all costs for compliance with the above.”

Insert a new clause 20.6 as follows:

“The *Contractor* shall not use the *Employer’s Site* for any purpose or activity other than the provision of the *Works* unless given prior approval by the *Employer*.”

21 SUBCONTRACTING AND PEOPLE

In clause 21.3, replace “*Employer*” with “*Project Manager*”

23 SUBCONTRACTING

Insert “Subcontracting” as a new sub heading and insert a new clause 23.1 as follows:

“The *Contractor* does not without the written consent of the *Project Manager* sub-let all or any portion of the *Works* or the design of the *Works*.”

Insert at new clause 23.2:

“The *Contractor* is and remains liable for the acts and omissions of any of its Subcontractors, including the tortious acts and omissions of the Subcontractors. All Subcontractors are deemed to be domestic Subcontractors to the *Contractor*.”

24 PLACE OF STORAGE AND USE OF SITE

Insert “Place of Storage and Use of Site” as a new sub heading and insert a new clause 24.1 as follows:

“The *Contractor* shall maintain his place of storage within the *Employer’s Sites* in a safe, serviceable and clean condition including removal of all waste arising from the performance of this contract.

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On expiry of the Contract Period or earlier determination of the *Contractor's* employment under this contract, the *Contractor* shall clear away all waste arising from the performance of the *Works* and shall leave the Site in a clean and tidy condition.

Whilst on the *Employer's* Site, the *Contractor* should comply with such rules, regulations and other requirements as may be in force in respect of the conduct of staff and third party persons who may be attending and working on the *Employer's* Site. The *Contractor* shall pay for the cost of making good any damage caused by the *Contractor* or its staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein."

30 STARTING AND COMPLETION

In clause 30.3, replace "*Employer*" with "*Project Manager*"

In clause 30.4, replace "*Employer*" with "*Project Manager*"

31 THE PROGRAMME

In clause 31.1, replace "*Employer*" with "*Project Manager*"

40 SEARCHING AND NOTIFYING OF DEFECTS

In clause 40.1, replace "*Employer*" with "*Project Manager*"

In clause 40.2, replace "*Employer*" with "*Project Manager*"

41 CORRECTING DEFECTS

In clause 41.1, replace "*Employer*" with "*Project Manager*"

In clause 41.4, replace "*Employer*" with "*Project Manager*"

42 UNCORRECTED DEFECTS

In clause 42.1, replace "*Employer*" with "*Project Manager*"

43 REPAIRS

In clause 43.1, replace "*Employer*" with "*Project Manager*"

50 ASSESSING THE AMOUNT DUE

In clause 50.1, delete and replace with:

"The *Project Manager* assesses the amount due by each assessment day. Assessment day is on Completion of the works"

Insert a new clause 50.1A

"In assessing the amount due, the *Project Manager* considers any application for payment the *Contractor* has submitted on or before the assessment date. The *Project Manager* gives the *Contractor* details of how the amount due has been assessed."

In clause 50.4, in the first line, replace "*Employer*" with "*Project Manager*". In the second line, replace "paying" with "the *Employer* pays".

In clause 50.6, in the first line, insert "by the *Employer*" after "retained"

In clause 50.7, replace "*Employer*" with "*Project Manager*"

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60 COMPENSATION EVENTS

In clause 60.1(1), replace “*Employer*” with “*Project Manager*”

In clause 60.1(2) insert at the start “Subject to clause 20.4,”

In clause 60.1(4), replace “*Employer*” with “*Project Manager*”

In clause 60.1(6), replace “*Employer*” with “*Project Manager*”

In clause 60.1(7), replace “*Employer*” with “*Project Manager*”

In clause 60.1(8), replace “*Employer*” with “*Project Manager*”

Delete clause 60.1(9)

At the end of clause 60.1(10) insert “notwithstanding any other provision of this contract, the *Contractor* shall not be entitled to any adjustment to the Prices as a result of the compensation event described in this clause 60.1(10).”

In clause 60.1(11), replace “*Employer*” with “*Project Manager*”

In clause 60.1(12) delete “is not one of the other compensation events stated in this contract” and insert at the end of this clause “notwithstanding any other provision of this contract, the *Contractor* shall not be entitled to any adjustment to the Prices as a result of the compensation event described in this clause 60.1(12)”

61 NOTIFYING COMPENSATION EVENTS

In clause 61.1, replace “*Employer*” with “*Project Manager*”

In clause 61.2, replace “*Employer*” with “*Project Manager*”

In clause 61.3, replace “*Employer*” with “*Project Manager*”

In clause 61.4, replace “*Employer*” with “*Project Manager*”

62 QUOTATIONS FOR COMPENSATION EVENTS

In clause 62.1, replace “*Employer*” with “*Project Manager*”

In clause 62.2, replace “*Employer*” with “*Project Manager*”

In clause 62.3, replace “*Employer*” with “*Project Manager*”

In clause 62.4, replace “*Employer*” with “*Project Manager*”

In clause 62.5, replace “*Employer*” with “*Project Manager*”

In clause 62.6, replace “*Employer*” with “*Project Manager*”

63 ASSESSING COMPENSATION EVENTS

In clause 63.5, replace “*Employer*” with “*Project Manager*”

70 OBJECTS AND MATERIALS WITHIN THE SITE

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Insert new clause 70.3 as follows:

"No payment is to be made to the *Contractor* on account of Plant and Materials which is outside the Site unless on payment title will pass to the *Employer* forthwith on payment and without any act being performed, and the Plant and Materials is clearly tagged, identified as the *Employer's*, and set aside for the *Employer*. Risk in the Works, Plant or Materials does not pass on payment."

90 TERMINATION AND REASONS FOR TERMINATION

In clause 90.1, in the second line, after "notifies" insert "the *Project Manager* and". In the third line, replace "*Employer*" with "*Project Manager*"

In clause 90.3, in the first line, replace the second "*Employer*" with "*Project Manager*"

In clause 90.4, in the second bullet point, replace "*Employer*" with "*Project Manager*"

93 DISPUTE RESOLUTION

Insert new clause 93.1(A) before clause 93.1:

"In the event of any dispute arising under or in connection with this contract the Parties shall use their reasonable endeavours to resolve any dispute or difference between them and may decide to do this through negotiation or mediation."

Insert into clause 93.3(3), after the first line:

"He may review and revise any action or inaction of the *Project Manager* or the *Supervisor* related to the dispute and alter a quotation which has been treated as having been accepted."

In clause 93.3(7), after "Parties" in the second line, insert "the *Project Manager* and the *Supervisor*"

100 RETENTION

Insert "Retention" as a new sub heading and insert a new clause 100 as follows:

"Where under this contract the *Employer* is entitled to withhold as a retention or otherwise money from the *Contractor*, the retention is retained by the *Employer* without obligation to invest and without creating any fiduciary obligations on the part of the *Employer* to the *Contractor* or any person with whom the *Contractor* may have contracted. The *Contractor* has no interest (either legal or equitable) in the retained amount or its produce."

110 MATERIALS NOT TO BE USED

Insert "Materials Not To Be Used" as a new sub heading and insert a new clause 110 as follows:

"The *Contractor* undertakes represents and warrants to the *Employer* that to the extent it selects or approves substances or materials for use in the *works*:

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

121 COLLATERAL WARRANTIES

Insert a new additional clause 121 as follows:

121.1 "At the request of the *Employer* or its successor from time to time, whether before or after Completion, the *Contractor* shall execute as deeds and deliver to the *Employer*, within twenty-one days of any such request any or all of the following one or more deeds of warranty in the

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form set out in Annexe 1 with such amendments as the *Employer* or its successor may reasonably require in favour of:

- (a) a party or parties purchasing the Site (or part thereof) and/or the *works* (or part thereof);
- (b) a party or parties taking a lease of the Site (or part thereof) and/or the *works* (or part thereof);
- (c) a party or parties providing finance to the *Employer*, or any such purchaser or lessee;
- (d) the *Employer* or its successors, in the event the *Employer* or its successor assigns or novates the contract; and/or
- (e) a party or parties with an interest in the Site (or part thereof) and/or the *works* (or part thereof).

121.2 It is a condition precedent to the obligation of the *Employer* to pay any sums under this contract that the *Contractor* has delivered to the *Employer* a warranty in the form set out in Annexe 1 duly executed as a deed by the *Contractor*.

121.3 If the *Contractor* fails to execute and deliver any such deed pursuant to additional condition 121 above, within a further seven days of the *Employer's* final request, the *Employer* may execute such deed on the *Contractor's* behalf, and the *Contractor* hereby appoints the *Employer* as the *Contractor's* attorney for the purpose of executing any such deed and the *Contractor* agrees to ratify and confirm any act done by the *Employer* pursuant to this limited power of attorney, and agrees that this limited power is revocable pursuant to Section 4, Powers of Attorney Act 1971."

130 HEALTH AND SAFETY

Insert "Health and Safety" as a new sub heading and insert a new clause 130 as follows:

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

- (a) where the *Contractor* is also the Principal Contractor under the CDM Regulations, the *Contractor* complies with the obligations of the Principal Contractor under those regulations;
- (b) where the *Contractor* is also a "designer" as defined under the CDM Regulations, the *Contractor* complies with the obligations of a "designer" under those regulations;
- (c) co-operates fully with the Principal Designer and the Principal Contractor (if it is not either or both of those people) under the CDM Regulations;
- (d) ensures that it allocates adequate resources to enable it to comply with its obligations in this contract, the CDM Regulations;
- (e) co-operates with all other persons involved in the *works* as "designers" to consider the prevention of risks and protection of persons who may be exposed to risks,
- (f) and the *Contractor* does not by an act or omission do anything that would cause the *Employer* to breach or be prosecuted under the HS Act, and/or the CDM Regulations.

Without prejudice to its obligations under clause 16, the *Contractor* shall promptly notify the *Employer* of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The *Employer* shall promptly notify the *Contractor* of any health and safety hazards which may exist or arise at the Site(s) and which may affect the *Contractor* in the performance of its obligations under the Contract.

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The *Contractor* shall notify the *Employer* immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Sites(s) where that incident causes any personal injury or damage to property which could give rise to personal injury.

140 CORRUPT PRACTICES

Insert "Corrupt Practices" as a new sub heading and insert a new clause 140 as follows:

140.1 The Contractor does not:

- (a) Offer or give to any person in the service of the *Employer* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Employer* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Employer*; or
- (b) enter into this contract or any other contract with the *Employer* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

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

140.3 Without prejudice to the generality of clause 140.2 the *Contractor* shall not (whether by act or omission) commit any breach of the Bribery Act 2010 in connection with its activities relating to this contract nor request that the *Employer* (whether by act or omission) commit any breach of the Bribery Act 2010.

140.4 Any breach by the *Contractor* of clause 140.3 shall constitute a material breach by the *Contractor* of this contract which is not capable of remedy and in such circumstances, the *Employer* shall be entitled at its discretion (subject to clause 140.5) to immediately terminate this contract (together with any or all other agreements from time to time in force between the *Employer* and the *Contractor*) by service of written notice on the *Contractor*.

140.5 When exercising any right of termination available under clause 140.4, the *Employer* shall act in a reasonable and proportionate manner having regard to matters such as the gravity of the breach in question; the identity of the person responsible for that breach; and whether in the circumstances, action other than termination of this contract would be appropriate.

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

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

150 CONFIDENTIALITY & PUBLICITY

Insert "Confidentiality & Publicity" as a new sub heading and insert a new clause 150 as follows:

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

- (a) Required by law;
- (b) That the parties to this contract otherwise agree in writing;

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(c) Necessary to carry out its duties in relation to the *works*, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice."

150.2 All media releases, public announcements and public disclosures by the Contractor relating to this Contract or the subject matter of this Contract, including promotional or marketing material but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements, will be co-ordinated with and approved in writing by the Project Manager prior to such release.

150.3 No sign boards are to be erected.

160 ASSIGNMENT

Insert "Assignment" as a new sub heading and insert a new clause 160 as follows:

"160.1 The Employer is entitled to assign the benefit of this contract or any part, share or interest herein without the consent of the Contractor.

160.2 The Contractor is not entitled to assign the benefit of this contract or any part, share or interest herein."

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

Insert "Computer Systems & Data Protection Obligations" as a new sub heading and insert a new clause 170 as follows:

"The *Contractor* shall at all times comply with the obligations set out at Annexe 5, with such amendments as the *Employer* may reasonably require."

190 COPYRIGHT

Insert "Copyright" as a new sub heading and insert a new clause 190 as follows:

190.1 Copyright and registered and unregistered design right in all Documents will remain vested in the *Contractor* but the *Contractor* hereby grants (or if such a grant cannot legally take place until a later date agrees to grant) to the *Employer* with effect from the date of this contract or in the case of Documents not yet in existence with effect from the creation of them an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the *Contractor's* obligations or termination of its employment under this contract or any dispute under this contract) to use and reproduce all Documents for any purpose whatsoever connected with the *works* (including but without limitation the execution, completion, maintenance, sale, letting, advertisement, modification, extension, reinstatement and repair of the *works*). Such licence will carry the right to grant sub-licences and will be transferrable to third parties.

190.2 The *Contractor* will not be liable for any use the *Employer* may make of the Documents for any purpose other than that for which they were originally provided unless the *Contractor* authorises such use and confirms that the Documents are suitable for it.

190.3 The *Contractor* warrants that the Documents (save to the extent that duly authorised sub-contractors or consultants have been used to prepare them) are and will be its own original work and that in any event their use in connection with the *works* will not infringe the rights of any other person. The *Contractor* further warrants that where duly authorised sub-contractors and consultants have been used or are used their work is and will be original and that it will obtain the necessary consents in relation to clause 180.1.

190.4 The *Contractor* agrees that on the *Employer's* reasonable request at any time and following reasonable prior written notice it will give the *Employer* or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the *Employer's* expense.

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- 190.5 The *Contractor* now waives and agrees to waive and not to assert (and agrees to procure that any sub-contractors and consultants do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988.
- 190.6 For the purposes of this clause 190, "Documents" means "all drawings, details, plans, reports, calculations, specifications, bills of quantities levels and setting out details and other documents of any nature whatsoever and designs contained in them (and any works executed from them) provided by or on behalf of the *Contractor* in the course of performing its obligations under this contract."

192 CONSULTANTS AND SUBCONTRACTORS

Insert "Consultant and Subcontractors" as a new sub heading and insert a new clause 192 as follows:

- 192.1 The *Contractor* shall forthwith upon execution thereof provide the *Employer* with a copy of the deed of appointment (the terms of which shall have been previously approved in writing by the *Employer*) entered into with any consultant the *Contractor* may retain to provide design services to the *Contractor* in relation to the *works* and the subcontract entered into with and Subcontractors employed by the *Contractor* to carry out any of the elements of the *works* (save for particulars of the sub-contract sum or any part thereof).
- 191.2 If the *Contractor* shall terminate the appointment of the consultant or Subcontractor referred to in 192.1 hereof, the *Contractor* shall forthwith give notice in writing to the *Employer* of such event and as soon as practicable appoint or employ a substitute to be accepted by the *Employer* such acceptance not to be unreasonably withheld or delayed. The *Contractor* shall procure the execution by such substitute of deeds of warranty on like terms to those provided in additional conditions 121.3 and 121.5 (as the case may be) upon the appointment of any such substitute and deliver the same forthwith to the *Employer*.

192 THIRD PARTY AGREEMENTS

Insert "Third Party Agreements" as a new sub heading and insert a new clause 193 as follows:

- 192.1 The *Contractor* shall regard to any obligations owed by the *Employer* under any agreement into which the *Employer* may have entered with a third party relating to the finance, sale or lease of the works or the Site or any part thereof insofar as copies of the whole or parts of those agreements (excluding matters related to price and payment) have been or will be provided to the *Contractor* and such agreements or parts are referred to in this clause 193 as the 'Third Party Agreements'.
- 192.2 The *Contractor* shall design, carry out and complete the construction of the works in conformity with the *Employer's* obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspection before Completion may be certified.
- 192.3 The *Contractor* undertakes to the *Employer* that he has performed and shall continue to perform his obligations under this contract in such manner and at such times that no act, omissions or default of the *Contractor* or any of its Subcontractors or professional consultants (including any consultants which are novated to the *Contractor*, if any) or their respective employees or agents shall constitute, cause or contribute to any breach by the *Employer* of any of its obligations under the Third Party Agreements.
- 192.4 The *Contractor* shall indemnify the *Employer* against any damages, costs, fees, expenses or other like losses arising from any breach of any Third Party Agreement.

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**ANNEXE 1 – Contractor Warranty
(Additional Condition 121)**

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DATED _____ 20[]

[CONTRACTOR] (1)

and

[BENEFICIARY] (2)

DEED OF WARRANTY

FROM CONTRACTOR

RE []

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- (a) it shall act in accordance with the guidance contained in the publication, "Good Practice in the Selection of Construction Materials" (2011, published by the British Council for Offices); and
- (b) that no other substances or materials generally known to be deleterious at the time of use and no other materials or substances which are prohibited by the Building Contract, or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be used by or on behalf of it.

3 INTELLECTUAL PROPERTY

- 3.1 Copyright and registered and unregistered design right in all Documents will remain vested in the Contractor but the Contractor hereby grants (or if such a grant cannot legally take place until a later date agrees to grant) to the Beneficiary with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation of them an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Contractor's obligations or termination of its employment under the Building Contract or any dispute under the Building Contract) to use and reproduce all Documents for any purpose whatsoever connected with the Works (including but without limitation the execution, completion, maintenance, sale, letting, advertisement, modification, extension, reinstatement and repair of the Works). Such licence will carry the right to grant sub-licences and will be transferrable to third parties.
- 3.2 The Contractor will not be liable for any use the Beneficiary may make of the Documents for any purpose other than that for which they were originally provided unless the Contractor authorises such use and confirms that the Documents are suitable for it.
- 3.3 The Contractor warrants that the Documents (save to the extent that duly authorised sub-contractors or consultants have been used to prepare them) are and will be its own original work and that in any event their use in connection with the Works will not infringe the rights of any other person. The Contractor further warrants that where duly authorised sub-contractors and consultants have been used or are used their work is and will be original and that it will obtain the necessary consents in relation to clause 3.1.
- 3.4 The Contractor agrees that on the Beneficiary's reasonable request at any time and following reasonable prior written notice it will give the Beneficiary or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the Beneficiary's expense.
- 3.5 The Contractor now waives and agrees to waive and not to assert (and agrees to procure that any sub-contractors and consultants do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988.
- 3.6 For the purposes of this clause 3, "Documents" means all drawings, details, plans, reports, calculations, specifications, bills of quantities levels and setting out details and other documents of any nature whatsoever and designs contained in them (and any works executed from them) provided by or on behalf of the Contractor in the course of performing its obligations under the Building Contract.

[4] INSURANCE

- 4.1 Without prejudice to the Contractor's obligations under this Deed or otherwise at law, the Contractor undertakes and warrants that it will forthwith procure and maintain at its own cost professional indemnity insurance for a sum not less than [£10,000,000] in respect of each and every claim to cover the Contractor's obligations relating to the Building Contract and this Deed, the insurance to be with a reputable insurance company carrying on insurance business in the United Kingdom, not to be subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent contractors with good claims records

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and who are of similar size and experience as the Contractor, to be maintained for a period of twelve years from the practical completion certificate or statement (or equivalent under the Building Contract) or abandonment of the Building Contract, and for so long as cover remains available on commercial rates and terms to competent contractors with good claims records and who are of a similar size and experience as the Contractor.

- 4.2 The Contractor shall produce to the Beneficiary on demand reasonably satisfactory evidence that the insurance required is in force, and in any event notify the Beneficiary as soon as reasonably practicable upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance and discuss with the Beneficiary the means of best protecting the position of the Beneficiary in the absence of such insurance.
- 4.3 The Contractor shall in respect of a claim by or on account of the Beneficiary hold any such money received from such insurance (except for the Contractor's legal costs in respect of that particular claim) on trust for the Beneficiary, and shall not make any deduction from those monies without first obtaining the Beneficiary's consent in writing.]

5 ASSIGNMENT

- 5.1 The benefit of this Deed or any part or interest under it may, without the consent of the Contractor, be assigned by the Beneficiary on no more than two occasions. Any assignment to a funder by way of a charge and re-assignment on redemption shall not count towards the permitted assignments under this clause.
- 5.2 The Contractor cannot assign this Deed or any part or any benefit or interest under it.
- 5.3 The Contractor will not contend that any assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary hereunder or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the site or that original Beneficiary or any intermediate Beneficiary has not suffered any or as much loss.

6 GENERAL

- 6.1 The Contractor shall, in relation to this Deed, have no greater liability to the Beneficiary than if the Beneficiary were named as a co-employer under the Building Contract, but for which purposes any counterclaim or set-off by the Contractor shall be disregarded.
- 6.2 No action or proceedings for any breach of this Deed shall be commenced against the Contractor after the expiry of 12 years from the date of practical completion (or equivalent) of the Works (as certified under the Building Contract).

7 SEPARATE OBLIGATIONS

- 7.1 This Deed shall have effect notwithstanding any dispute, including as to payment of monies, or the failure (howsoever arising) of any other person to enter into a similar Deed with the Employer and/or Beneficiary.
- 7.2 No approval or inspection of documents prepared by the Contractor in relation to the Works and no approval inspection or testing of any of the Works or any attendance at site meetings by or on behalf of the Beneficiary or any other party, shall wholly or partly relieve the Contractor from its obligations under this Deed.

8 NOTICE

Any notice given hereunder shall be made in writing and shall be sent by pre-paid first class post, registered post, recorded delivery or delivered by hand addressed to the Contractor or

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the Beneficiary (as the case may be) at the address or place of business referred to herein or such other address or place of business last notified in writing by the Contractor or the Beneficiary (as the case may) to the other.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Beneficiary and the Contractor do not intend to confer, and nothing in this Deed shall be construed as conferring, on a third party a benefit or a right to enforce a term of this Deed.

10 GOVERNING LAW and JURISDICTION

This Deed is governed by English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

11 INTERPRETATION

11.1 In this Deed:

- (a) Reference to "Beneficiary" and "Employer" includes their successors in title and assigns.
- (b) Headings are for reference only and are not to be used for the interpretation of this Deed.
- (c) Nothing shall give rise to any liability by the Beneficiary to the Contractor.
- (d) Reference to "a person" includes any company, individual, firm, limited liability partnership, corporation, board, partnership, authority or other body.
- (e) If the Contractor is at any time more than one person any reference to the Contractor shall include each such person (and where the Contractor is a partnership each and all its partners) and any covenants and other obligations expressed or implied shall be deemed to be joint and several covenants and obligations of each such person (and in the case of a partnership joint and several covenants and obligations of each and all its partners).
- (f) Words importing one gender shall include any other gender and words importing the singular include the plural and vice versa.

IN WITNESS whereof the parties have executed this document as a Deed on the date shown on the first page.

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EXECUTED (but not delivered until)
the date hereof) **AS A DEED** by)
[**CONTRACTOR**] acting by:)

.....
Director

.....
Director/Company Secretary

EXECUTED (but not delivered until)
the date hereof) **AS A DEED** by)
[**BENEFICIARY**] acting by:)

.....
Director

.....
Director/Company Secretary

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**ANNEXE 2 - Computer Systems, Data Protection
Obligations, Freedom Of Information, Employer Property,
Storage And Maintenance Of Records**

(Additional condition 170)

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

1. DEFINITIONS

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

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

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- m) "Records" means all deeds, records, plans, drawings, specifications, reports, calculations and technical documentation together with related correspondence, files, electronically stored data and other papers relating to the Employer and its activities;
- n) "Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Employer and "Regulatory Body" shall be construed accordingly;
- o) "Request for Information/RFI" shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Site, this Contract, or any activities or business of the Employer.

2 COMPUTER SYSTEMS

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

3 DATA PROTECTION OBLIGATIONS

- 3.1 For the purposes of this Appendix "Personal Data", "Data Processor", "Data Subject", "Data Controller" and "Process" shall have the meanings ascribed to them in the Data Protection Act 1998 (the "DPA") as amended or re-enacted from time to time.
- 3.2 The Contractor warrants and represents that it has obtained all necessary registrations, notifications and consents required by the DPA to process Personal Data for the purposes of performing its obligations under this Contract.
- 3.3 The Contractor undertakes that to the extent that the Contractor and/or any of its employees (or agents or sub-contractors approved by the Employer) receives, has access to and/or is required to process Personal Data on behalf of the Employer ("the Employer's Personal Data") for the purpose of providing the Works, it will at all times comply with the provisions of the DPA for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA. In particular, the Contractor agrees to comply with the requirements and obligations imposed on the Data Controller in the Seventh Data Protection Principle set out in the DPA namely:
 - a) the Contractor shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the Employer's Personal Data and any person it authorises to have access to any the Employer's Personal Data will respect and maintain the confidentiality and security of the Employer's Personal Data. This includes the obligation to comply with any records management, operational and/or information security policies operated by the Employer, when providing the Works on the Employer's premises and/or accessing their

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manual and/or automated information systems. These measures shall be appropriate to the harm which might result from any unauthorised Processing, accidental loss, destruction or damage to the Personal Data which is to be protected;

- b) the Contractor shall only process Personal Data for and on behalf of the Employer for the purpose of performing the Works in accordance with this Contract, or as is required by Law or any Regulatory Body, and where necessary only on written instructions from the Employer to ensure compliance with the DPA;
 - c) the Contractor shall allow the Employer to audit the Contractor's compliance with the requirements of this Clause 3 on reasonable notice and/or, at the Employer's request, provide the Employer with evidence of the Contractor's compliance with the obligations within this Clause 3.
- 3.4 The Contractor undertakes not to disclose or transfer any of the Employer's Personal Data to any third party without the prior written consent of the Employer save that without prejudice to Clause 3.3 the Contractor shall be entitled to disclose the Employer's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Contractor to carry out the Works, or to the extent required under a court order.
- 3.5 The Contractor shall:
- a) take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - b) ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 3;
 - c) ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Employer;
 - d) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Employer); and
 - e) not Process Personal Data outside the European Economic Area without the prior written consent of the Employer and, where the Employer consents to a transfer, to comply with:
 - (i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - (ii) any reasonable instructions notified to it by the Employer.
- 3.6 The Contractor agrees to use all reasonable efforts to assist the Employer to comply with such obligations as are imposed on the Employer by the DPA. For the avoidance of doubt, this includes the obligation to:
- a) provide to the Employer such access as may be reasonably required from time to time to all Personal Data stored or processed in the provision of the Works under this Contract in order to enable the Employer to meet its obligations to respond to access requests from Data Subjects under the DPA;
 - b) provide the Employer with reasonable assistance in complying with any request for information served on the Employer under Section 7 of the DPA;
 - c) notify the Employer (within five Working Days) about the receipt of any such request received by the Contractor under Section 7 of the DPA or complaint or request relating

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to the Employer's obligations under the DPA and not disclose or release any information (including the Employer's Personal Data) in response to such a request or complaint without first consulting with the Employer, where the information sought relates to the Employer, its employees, agents, approved sub-contractors and/or its business operations;

- d) provide the Employer with full co-operation and assistance in relation to any complaint of request made, including by:
- (i) providing the Employer with full details of the complaint or request;
 - (ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Employer's instructions;
 - (iii) providing the Employer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Employer); and
 - (iv) Providing the Employer with any information requested by the Employer;
- 3.7 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Employer to breach any of its applicable obligations under the DPA.
- 3.8 The Contractor shall indemnify the Employer against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the Employer as a result of the Contractor's destruction of and/or damage to any of the Employer's Personal Data processed by the Contractor, its employees, agents or sub-contractors, or any breach of or other failure to comply with the obligations in the DPA and/or this Clause 3 by the Contractor, its employees, agents or sub-contractors.
- 3.9 The Contractor shall appoint and identify an individual within its organisation authorised to respond to enquiries from the Employer concerning the Contractor's Processing of the Employer's Personal Data and will deal with all enquiries from the Employer relating to such Personal Data promptly, including those from the Information Commissioner and will to the extent reasonably necessary co-operate with and assist in ensuring compliance with any Data Subject rights of data access, correction, blocking, suppression or deletion relating to the Employer's Personal Data and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.
- 3.10 The Contractor undertakes to include obligations no less onerous than those set out in this Clause 3, in all contractual arrangements with agents engaged by the Contractor to provide the Works to the Employer.

4 FREEDOM OF INFORMATION

- 4.1 The Contractor acknowledges that the Employer is subject to legal duties which may require the release of information under FOIA and/or EIR and that the Employer may be under an obligation to provide Information subject to a Request for Information.
- 4.2 The Employer shall be responsible for determining in its absolute discretion whether:-
- a) any Information is Exempted Information or remains Exempted Information; or
 - b) any Information is to be disclosed in response to a Request for Information;

and in no event shall the Contractor respond directly to a Request for Information to which the Employer is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Employer.

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- 4.3 Subject to clause 4.4 below, the Contractor acknowledges that the Employer may be obliged under FOIA or EIR to disclose Information:-
- a) without consulting the Contractor; or
 - b) following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account.
- 4.4 Without in any way limiting Clauses 4.2 and 4.3, in the event that the Employer receives a Request for Information, the Employer will, where appropriate, as soon as reasonably practicable notify the Contractor.
- 4.5 The Contractor will assist and co-operate with the Employer as requested by the Employer to enable the Employer to comply with its obligations to disclose Information under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:
- a) transfer any Request for Information received by the Contractor to the Employer as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
 - b) provide all such assistance as may be required from time to time by the Employer to enable the Employer to comply with its obligations to disclose Information;
 - c) provide the Employer with any Information already in its possession or power in such form that the Employer requires within five Working Days (or such other period as the Employer may specify) of the Employer requesting that Information;
- 4.6 Nothing in this Contract will prevent the Employer from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information.

5 EMPLOYER PROPERTY

- 5.1 Neither the Contractor, nor any other person, shall have a lien or other rights over any Employer Property, and the Contractor shall take all such steps as may be reasonably necessary to ensure that the Employer's title in the Employer Property and the existence of any such lien or other right, are brought to the notice of any other person dealing with the Employer Property.
- 5.2 Upon the Employer's written request and in any event upon termination of this Contract, the Contractor will immediately deliver up to the Employer, at the expense and risk of the Contractor, all Employer Property, and the Contractor will not, without the prior written consent of the Employer, retain any copies thereof.

6 STORAGE AND MAINTENANCE OF THE RECORDS

- 6.1 The Records are and shall remain Employer Property. The Contractor shall have no lien or other rights in respect of the Records.
- 6.2 The Contractor shall request such Records as it requires for the purposes of carrying out work and/or services in accordance with this Contract and will hold them to the order of the Employer and shall return the Records to the Employer on demand at any time.
- 6.3 The Contractor shall keep the Records in a safe and secure place at the Contractor's premises.
- 6.4 The Contractor shall maintain and up-date the Records to ensure that the Records properly reflect at any given time the current state of Programmes or projects on which the Contractor is involved.

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6.5 The Contractor shall, if required, allow the Employer or any person acting on its authority access, at any time, to the Contractor's premises for the purpose of inspecting or removing the Records. The Contractor shall provide the Employer with such copies of the Records as may reasonably be required.

6.6 The Contractor shall return the Records to the Employer on demand at any time.

7 TRANSPARENCY

7.1 Except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Contract, the Contractor hereby consents for the Employer to publish the Contract to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the Contract.

7.2 The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA either :

7.2.1 following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account; or

7.2.2 without consulting the Contractor.

7.3 The Contractor shall assist and cooperate with the Employer to enable the Employer to publish this Contract.

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PART C: DOCUMENTS TO BE RETURNED

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

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DOCUMENTS TO BE RETURNED

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Form C1 Certificate of Non-Collusion and Non-Canvassing

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

WE CERTIFY THAT:

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

IN THIS CERTIFICATE

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

Signed:

Date:

Name:

In the Capacity of:

Duly authorised to sign for and on behalf of:

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Form C2 Suitability Assessment

Introduction to Suitability Assessment

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

Suppliers must complete all sections of the Suitability Assessment. The Suitability Assessment will be evaluated prior to reviewing Quality/Price information. The Suitability Assessment is evaluated on Pass/Fail criteria. Should a Supplier 'Fail' any section then Quality/Price information will not be reviewed. Suppliers who self-certify that they meet specified requirements will be required to provide evidence of this if they are successful at contract award stage.

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DOCUMENTS TO BE RETURNEDEAP.NW.013 Liverpool: Boulevard Industry Park, Road Marking & Sign
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1 Supplier Information

1.1 Supplier Details

Full Legal name of the Supplier completing the Suitability Assessment		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

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

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1.2 Bidding Model

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

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<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model, including details of the actual or proposed shareholding of the constituent members within the new legal entity using a separate Appendix (using the 'Template for Appendices').</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>
--	---

1.3 Contact Details

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

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1.4 Licensing and Registration

LICENSING AND REGISTRATION (please mark 'X' in the relevant box)												
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>										
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p> <p>Details specifically on Waste Carriers Licence are required to be provided here.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <table border="1"><tr><td>Upper Tier Licence</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr><tr><td>Name of licence carrier</td><td></td></tr><tr><td>Registered address</td><td></td></tr><tr><td>Licence Number</td><td></td></tr><tr><td>Expiry Date</td><td></td></tr></table> <p>If the organisation has identified they do not hold a waste carriers licence, please provide details as to any exemptions which apply and/or how waste will be managed in the delivery of the Service.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of licence carrier		Registered address		Licence Number		Expiry Date	
Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>											
Name of licence carrier												
Registered address												
Licence Number												
Expiry Date												

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2 Grounds for mandatory exclusion

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

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

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

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

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

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3 Grounds for discretionary exclusion – Part 1

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

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

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

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

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4 Economic and Financial Standing

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

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4.3	<p>The specified level of economic and financial standing are a minimum annual turnover x2 the contract value* (value taken from Form B5 Form of Tender) and current ratio (current assets/current liabilities) of 1 for this Suitability Assessment.</p> <p>Please self-certify by answering 'Yes' or 'No' that you meet these requirements.</p> <p>* The HCA reserves the right to use information relating to other contracts and awarded contracts with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No								
4.4	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Full name of ultimate parent organisation</td> <td style="width: 55%;"></td> </tr> <tr> <td>Registered address of parent</td> <td></td> </tr> <tr> <td>Registered company number</td> <td></td> </tr> <tr> <td>Relationship to the supplier completing the Suitability Assessment</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank)?</p>	Full name of ultimate parent organisation		Registered address of parent		Registered company number		Relationship to the supplier completing the Suitability Assessment		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Full name of ultimate parent organisation										
Registered address of parent										
Registered company number										
Relationship to the supplier completing the Suitability Assessment										

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5 Technical and Professional Ability

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

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6 Additional Suitability Assessment modules

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

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

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

A Insurance

1.	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: Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m	<input type="checkbox"/> Yes <input type="checkbox"/> No
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B Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix (using the Template for Appendices), a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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C Environmental Management

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

D Health and Safety

PART 1											
1.1	<p>Please certify that your organisation has a Health and Safety Policy that complies with current legislative requirements, which has been signed by the Chief Executive (or equivalent) within the last two years.</p> <p>If you are self-employed or employ less than 5 people and do not have a written health and safety policy document, then briefly outline your arrangements for managing health and safety within your business in a separate Appendix.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No									
1.2	<p>Is your organisation registered with a health and safety prequalification scheme which is registered with Safety Schemes in Procurement, SSIP</p> <p>If yes, please provide the name of scheme that you are registered with and date of registration below, and then go to question 1.3.</p> <p>Please Note: You will be required to provide evidence of your SSIP accreditation if you are the Preferred Supplier(s).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name of Scheme</th> <th style="width: 33%;">Date of registration</th> <th style="width: 33%;">Expiry date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>If you are not registered with SSIP but are registered with a similar scheme please provide details in a separate Appendix including date of registration, scheme details or links to where this information is available online.</p> <p>If you are in the process of registering with SSIP or equivalent schemes please provide details in a separate Appendix including date of application and date the registration is likely to be completed.</p> <p>If you are not registered with SSIP or equivalent scheme, then please enclose a copy of your health and safety policy document with your submission and complete Part 2, Health and Safety Questionnaire.</p>	Name of Scheme	Date of registration	Expiry date							<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Scheme	Date of registration	Expiry date									

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1.3	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide date and details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5	Has your organisation had to report any injury, disease or dangerous occurrence to the enforcing authorities as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) within the last three years? If yes, please provide details in the table below.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Year	Number of						
	Over 7 day injuries	Major injuries	Fatal injuries	Injuries to the public	Industrial diseases	Dangerous Occurrences	Average workers employed in the period
2016							
2015							
2014							
2013							

Please Note: You may be required to provide details on injury, disease or dangerous occurrence as defined under RIDDOR should you be selected as the Preferred Supplier.

Part 2 Health & Safety Questionnaire

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

PART 2		
2.1	Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management? Indication of supporting evidence to be provided If yes, Please provide evidence of a periodically reviewed Health & Safety Policy, endorsed by the Chief Executive (or equivalent). The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation. <i>(Organisations with fewer than 5 employees, please see Note 1 below)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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2.2	<p>Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing / preventing incidents, occupational ill-health and accidents?</p> <p>Indication of supporting evidence to be provided If yes, please provide details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce. <i>(Organisations with fewer than 5 employees, please see Note 1, below)</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3	<p>Do you have access to competent H&S advice/assistance – both general and sector related?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence of how your organisation obtains access to competent H&S advice. <i>(Please see Note 2, below)</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4	<p>Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, training arrangements to ensure that its staff / workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5	<p>Does your staff / workforce have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake?</p> <p>Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6	<p>Do you check, review and where necessary improve your H&S performance?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, an on-going system for monitoring H&S procedures on an on-going basis and for periodically reviewing and updating that system as necessary.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.7	<p>Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures?</p> <p>Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements a means of consulting with its staff/ workforce on H&S matters and show how staff/ workforce comments, including complaints are taken into account.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

NOTE 1: *Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.*

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

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7 Completion Checklist

7.1 List of enclosures/attachments

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

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

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

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Template for Appendices

Appendix Number -
Suitability Assessment Section -
Question number -

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Template for Sub-Contracting Arrangements

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

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

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

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

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

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

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

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FORM C3 Quality Submission

To enable the HCA to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Services outlined in [Part B – The Contract and Works Information](#).

The page limit for each question is as specified within [Section A10](#) 'Evaluation Criteria' contained within Part A. Any text beyond this will be ignored and will not be evaluated.

This section will enable HCA to access your technical information in respect of your approach to the delivery of this Contract.

Suppliers **should refer to [Section A10](#) 'Evaluation Criteria', contained within Part A** of this document as to the relevant weighting of each question and the scoring framework that will be used within the evaluation.

A **Quality threshold** will be applied to this Tender. Should a Supplier score below 4 marks (poor response) for any Quality Question then Price Submissions will NOT proceed to final evaluation.

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

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- 2. What management and resource structure would you adopt for the delivery of the Works and how would this structure communicate throughout the duration of the Works.**

- 3. How will you ensure that the risks of the project are considered?**

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FORM C4 Pricing Schedule

The completed Form C4 Pricing Schedule should be returned as part of the Tender Return.

The attached spreadsheet Form C4 Pricing Schedule (Excel Document) is provided alongside this Tender.

Total price should be carried forward to the Form of Tender within Form C5, which is to be printed and signed and returned at the front of your tender response.

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FORM C5 Form of Tender

Homes and Communities Agency

FORM OF TENDER – SUPPLIERS TO CARRY FORWARD SUMMARY FROM DIGITAL PRICING SCHEDULE FORM C4

**Liverpool: Boulevard Industry Park, Road Marking & Sign Installation Works 2016
EAP.NW.013
HCAP17001**

Chief Executive
HCA

I/We.....(Supplier's name)
having read the tender documentation delivered to us and do hereby offer to provide the Boulevard Industry Park, Road Marking & Sign Installation Works 2016 described for the TENDER PRICE sum carried from the Pricing Schedule of:

£.....
.....
.....

(amount in words taken from Form C4 Pricing Schedule).

Total Price (£.....p).
(amount in numbers taken forward from Form C4 Pricing Schedule)

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Employer against such liability with a limit of indemnity of not less than £10 million in any one accident, unlimited in any one year.

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

I/We have not included in the above sum any amount in respect of VAT.

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

Dated this..... day of2016

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

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

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

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The *Employer* accepts the *Contractor's* Offer to Provide the Works.

Signed on behalf of the *Employer*

Name:

Position:

Signature:

Date:

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FORM C6 Confirmation Of Site Visit

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

_____ 2016

and inspected the works specified stated in the Contract Documentation for Liverpool: Boulevard Industry Park, Road Markings & Sign Installation Works 2016

Company:

Name:

Signed:

Position:

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FORM C7 Document Receipt Confirmation

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

Document Title	Format	Location
Contract Drawings <ul style="list-style-type: none"> • Proposed General Arrangements, Drawing No 60443730_DD_CT_0001, Rev A, AECOM; • Proposed White Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0002, Rev A, AECOM; • Proposed White Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0003, Rev A, AECOM; • Proposed Yellow Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0004, Rev A, AECOM; • Proposed Yellow Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0005, Rev A, AECOM; • Phase 1 Proposed Signage, Drawing No 60443730_DD_CT_0006, Rev A, AECOM; • Phase 1 Proposed Bollard, Drawing No 60443730_DD_CT_0007, AECOM; and • Plain Grey Post Detail/Installation Detail, Drawing No 2020/StdDetail/TP/2, 2020 Liverpool. 	PDF	Appendix 1
Safety In Design – Designers Health & Safety Audit Form (Reference 60443730, Dated 16.10.15), AECOM	PDF	Appendix 2
Design Residual Hazard Register (Reference 60443730, Dated 16.10.15), AECOM	PDF	Appendix 3
Site Risk Assessment	PDF	Appendix 4
EAP.NW.013 Boulevard Marking Works_DIGITAL PRICING SCHEDULE	Excel	Provided as Download from Web Portal
EAP.NW.013 Boulevard Marking Works_PART C DOCUMENTS TO BE RETURNED	Word	Provided as Download from Web Portal
EAP.NW.013 Boulevard Marking Works_INVITATION TO TENDER	PDF	Provided as Download from Web Portal

I the undersigned, state that I received the documents listed above and inspected the Works specified stated in the Contract Documentation for Liverpool: Boulevard Industry Park Road Marking & Sign Installation Works.

Date of Receipt: _____

Company: _____

Name: _____

Signed: _____

Position: _____

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FORM C8 Tender Return Checklist

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

Completed section:	
Form C1: Certification of Non-Collusion and Non-Canvassing	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C2: Suitability Assessment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C3: Quality Submission	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C4: Pricing Schedule (Provided Digitally Excel)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C5: Form of Tender	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C6: Confirmation of Site Visit	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C7: Document Receipt Confirmation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Form C8: Tender Checklist	Yes <input type="checkbox"/> No <input type="checkbox"/>
Information to demonstrate Financial Standing as outlined within Form C2 Suitability Assessment, Section 4 Economic and Financial Standing	Yes <input type="checkbox"/> No <input type="checkbox"/>

Declaration:

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

DECLARATION COMPLETED BY

Name and Position:

Signature:

Date:

The following appendices form part of our submission

Section of ITT	Appendix Number	Appendix Name

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INVITATION TO TENDER

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APPENDICES

Provided Digitally for Client Access Web Portal

Appendix 1: Contract Drawings

- Proposed General Arrangements, Drawing No 60443730_DD_CT_0001, Rev A, AECOM;
- Proposed White Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0002, Rev A, AECOM;
- Proposed White Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0003, Rev A, AECOM;
- Proposed Yellow Road Markings and Signage (Sheet 1 of 2), Drawing No 60443730_DD_CT_0004, Rev A, AECOM;
- Proposed Yellow Road Markings and Signage (Sheet 2 of 2), Drawing No 60443730_DD_CT_0005, Rev A, AECOM;
- Phase 1 Proposed Signage, Drawing No 60443730_DD_CT_0006, Rev A, AECOM;
- Phase 1 Proposed Bollard, Drawing No 60443730_DD_CT_0007, AECOM; and
- Plain Grey Post Detail/Installation Detail, Drawing No 2020/StdDetail/TP/2, 2020 Liverpool.

Appendix 2: Safety In Design – Designers Health & Safety Audit Form (Reference 60443730, Dated 16.10.15), AECOM

Appendix 3: Design Residual Hazard Register (Reference 60443730, Dated 16.10.15), AECOM

Appendix 4: Site Risk Assessment

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INVITATION TO TENDER

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0300 1234 500



Homes &
Communities
Agency

Homes and Communities Agency
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110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH

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