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 **ITT DOCUMENTS**

London Borough of Southwark

Land adjacent to Woodville House, Maltby Street, London SE1 3EQ and former garages site Fendall Street, London SE1 3EA

Section 2

Instructions to Tenderers (ITT)

**Introduction**

1. This Instruction to Tenderers forms the first section of the London Borough of Southwark’s (the “Employer" also referred to as the “Council” or the “Authority”) tender documents for the procurement of a design and build contract for the provision of construction works be carried out in the administrative area of the London Borough of Southwark (the “Contract Area”)
2. The full suite of tender documents, together with background information, is provided via the Council’s e-portal system – link https://www.londontenders.org/
3. The core suite of tender documents comprise:
	1. Section 1 – Selection Questionnaire:
		1. Applicant’s Selection Guidance (PAS91 SQ)
		2. Pre-Qualification Questionnaire (PAS91 SQ)
	2. Section 2 - Instructions to Tenderers
	3. Section 3 - Tender Evaluation Methodology
	4. Section 4 - Contract Documents & Employer’s Requirements
	5. Section 5 - Scheme Details:
		1. Project Drawings
		2. Outline Construction Project Plan
	6. Section 6 – Pricing & Social Value
		1. Contract Sum Analysis Template
	7. Section 7: Documents to be completed:
		1. Form of Tender (FOT)
		2. Certificate of Non-Collusion
		3. Offences Certificate
		4. PCG Undertaking
		5. Compliance Table
		6. Checklist
	8. Section 8: ProContract Guidance
4. Tenderers should note that one (1) contract will be awarded to the most economically advantageous tender applying criteria of financial and economic standing, technical ability and cost, including the overall cost to the Employer. Tenders will be evaluated on the basis of both price (60%), quality (30%) and social value (10%) using the information provided in tender submissions including the tenderer’s method statements. Each of the method statement headings will form part of the evaluation criteria, which are set out in more detail, together with ranking and weighting in the tender documents. Tenderers will need to demonstrate that they are able to meet the Contract standards for each of these criteria.
5. Tenderers should note that for all the method statements (1, 2, 3, 4 and 5) attend a score a minimum of 2 (adequate) for each of the sub criteria otherwise the council reserves the right to reject the tender.
6. Tenderers are referred to all sections for full details of the Employer’s Requirements for the Works, the tendering process and the commercial terms on which the Employer intends to contract with the one (1) successful tenderer.
7. This Instruction to Tenderers also sets out details on the form and content of tenders and the timetable and other administrative arrangements for the tendering process.
8. Unless otherwise indicated, any terms, which are defined in the Contract, shall bear the same meaning when used in this Instruction to Tenderers.
9. In accordance with the provisions below, tenderers are invited to submit tenders by no later than the 17:00 on 23/07/2021 as stipulated in paragraph 4.3 of the accompanying document 01i) “PAS 91(2017) Applicant Selection Guidance”.

**The Works**

1. The Council is building new council homes. Our aim is to build 11,000 new homes by 2043. You are invited on behalf of the Mayor and Burgesses of the London Borough of Southwark to tender for the construction works for this project under a JCT Design and Build contract via the Restricted Procedure.
2. Southwark is looking for contractors that will work with the council to deliver on its promises to Southwark’s residents and deliver homes that are:
	1. Built to a good technical specification, delivering a high quality homes
	2. Delivered on time, helping the council meet its future demand for housing
	3. Delivered on budget, offering excellent value for money
3. In developing the New Homes Programme, the starting point has been the five core fairer future principles set out in our Council Plan. All of these have implications for any new housing we build:
	1. Treat residents as if they were a valued member of our own family
	2. Be open, honest and accountable
	3. Spend money as if it were from our own pocket
	4. Work for everyone to realise their own potential
	5. Make Southwark a place to be proud of
4. The Council looks forward to working and developing good, strong relationships with a number of contractors and house builders to deliver homes that we are proud of and homes that make Southwark a great place to live.

**The Scope of Works**

1. The project details for this New Build scheme are as follows:
	* Name: Land adjacent to Woodville House Maltby Street, London SE1 3EQ and former garages site Fendall Street, London SE1 3EA
	* Address: Maltby Street, London SE1 3EQ and Fendall Street, London SE1 3EA
	* No. of Units: 21 + 16 = total 37units
	* Proposed Tenures: Social Rent
	* Novation of Architects: NO
2. You are invited to provide a tender for the Works for the above project on the basis of, the following documents:
	1. Project Drawings
	2. Outline Construction Project Plan
	3. Contract Sum Analysis Template
	4. JCT Design and Build 2016 Articles of Agreement and Contract Particulars
	5. JCT Design and Build 2016 Amendments to Conditions
	6. The Employer’s Requirements
3. The Works are to be carried out in accordance with the Contract and other conditions specified in the above documents.

**Tendering Timetable**

1. To ensure that the evaluation and award process is completed and the Contract executed prior to the date on which the Works are required to commence, the Employer has set out a summary of the procurement timetable below. Please note that the Employer reserves the right to amend the timetable.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Publication in OJEU | 20/04/2021 |
| PAS91 SQ Clarification Requests Deadline | 11/05/2021 |
| PAS91 SQ Submission Deadline | 19/05/2021 |
| Notification of PAS91 SQ shortlist | 02/06/2021 |
| Issue of Invitation to tender | 07/06/2021 |
| Bidder site visits | 10/07/2021 |
| Clarification Request Deadline | 16/07/2021 |
| Submission Deadline | 23/07/2021 |
| Evaluation and Clarification Completion | 16/07/2021 |
| Authority decision making process | 26/07/2021 |
| Notice of contract award decision | 20/08/2021 |
| Stand Still period | 23/08/2021 |
| Stand Still period ends | 03/09/2021 |
| Contract Mobilisation | 25/10/2021 |
| Start of contract | 11/03/2022 |

**Right to Cancel or Vary the Process**

1. The Employer reserves the right:
	1. to cancel or withdraw from the procurement process at any stage prior to the actual execution of a Contract;
	2. not to award the Contract;
	3. to award the Contract in part only;
	4. to require a tenderer to clarify its tender in writing and/or provide additional information and/or attend interview(s) or clarification meeting(s);
	5. to require Site visits and/or to amend the terms and conditions of the procurement process.

**Considerations Prior to the Submission of Tenders**

1. Prior to submission of a tender, a tenderer may submit clarification questions if it wishes to do so. Clarification questions should be submitted through the Council’s e-portal system.
2. Clarification questions should be submitted to the Employer as soon as is practicable and in any event no later than the clarification request deadline set out in the timetable in paragraph 17 of this document in order to ensure sufficient time during the bidding process to take account of the Employer’s response.
3. In submitting a clarification question, tenderers should take note of the following:
	1. Tenderers are asked to read the tender documentation prior to submitting any clarifications;
	2. Tenderers are asked to identify the subject matter of each clarification question clearly under the following headings: Technical; Legal; Financial; and Other;
	3. All clarifications must be submitted through the Council’s e-portal system 5 working days (by 5pm) before the submission deadline. The Employer will use reasonable endeavours to post final clarification responses by 5pm on 16/07/2021. The Employer may decide, based on the clarification questions received, to re-issue or clarify further elements of the Technical Specification or other parts of the tender documents.
4. Generally, the Employer will post each clarification question and its response on the Council’s e-portal system available to all tenderers to view on an anonymous basis, save where a question is noted as commercially sensitive to a particular Tenderer. Tenderers must clearly identify any questions which they believe to be commercially sensitive at the point of submission of the question. If the Employer does not agree that the question is of a commercially sensitive nature, it will offer the Tenderer the opportunity to withdraw the question, and if the question is not withdrawn within 2 working days provide the response to all Tenderers. Tenderers will receive notification by email via the Council’s e-portal system that the clarification list has been updated. Tenderers are advised to check their ‘spam’/junk email/quarantined’ inbox for correspondence from the Council’s e-portal system to ensure that emails are received.
5. As confirmed in paragraph 15 above, the conditions appliable to the delivery of the Works are the terms of the JCT DB 2016 as amended by the Employer’s schedule of amendments (“Conditions of Contract” or “Contract”)(set out in Section 4). All Tenderers must note and comply with the following:
	1. The JCT DB 2016 is an established form of contract, which is known to the market and the Employer’s schedule of amendments contain carefully considered allocations of risk. Subject to the remainder of this paragraph 23, the successful Tenderer will be expected to enter into a contract with the Authority in the form of these Conditions of Contract on contract award.
	2. The Authority will consider non-material amendments proposed by Tenderers to the Conditions of Contract. Such non-material amendments must be raised as clarifications during the clarification window, which closes 5pm on 16/07/2021.
	3. The Authority will consider any comments or non-material suggested amendments submitted by Tenderers carefully, and will take particular note of comments or suggestions where there is a significant coalescence of opinion among Tenderers.
	4. Where any one or more Tenderers picks up on any apparent errors or omissions in the Conditions of Contract, the Authority will consider these and notify all Tenderers of any changes to be made to the Conditions of Contract to correct any identified errors and/omissions.
	5. If, following consideration of Tenderers’ comments and non-material amendments submitted by Tenderers during the clarification window, the Authority decides to amend the Conditions of Contract, it will notify all Tenderers setting out the changes that it has made and provide a full explanation of the reason for doing so and will issue a revised version of the Conditions of Contract to Tenderers via the e-portal prior to the deadline for submission of Tenders.
	6. No such waiver or amendment shall bind the Employer unless it is in writing and signed by a Strategic Director of the Council, or their nominee.
	7. In the event that the Authority issues a revised version of the Conditions of Contract in accordance with paragraph 23.5, Tenderers will be required to submit their Tender on the basis of this revised version of the Conditions of Contract. Tenderers are not permitted to make further amendments to the Conditions of Contract in their Tender. All Tenders received will be deemed to be on the basis of the aforementioned Conditions of Contract and any amendments submitted by Tenderers in their Tenders will be deemed to be rejected.
	8. The Authority reserves the right to accept or reject any amendment proposed by a Tenderer during the clarification window.
	9. Tenderers are not permitted to submit their own terms and conditions, whether standard or otherwise.

**Information to Tenderers**

1. Immediately upon receipt of these documents, tenderers should check the number of pages contained therein and should any be missing or in duplicate, or if any writing of figures is indistinct, or if any of the wording be ambiguous or the meaning or intention is not clear, tenderers should raise this in writing via the Council’s e-portal system and have the matter rectified before a tender is submitted. No liability will be admitted in respect of any claim resulting from the tenderer’s failure to comply with the foregoing.
2. Information supplied by the Employer (whether in these instructions to tender or otherwise) is provided for general guidance in the preparation of the tender. Tenderers must:
	1. Inform themselves as to the conditions affecting the supply and cost of labour, the availability and prices of materials and all other conditions of the Contract Area insofar as the same might affect their tender.
	2. Satisfy themselves by their own investigations with regard to all conditions and matters likely to affect the execution of the Works including any requirements of the relevant Statutory Undertakers.
	3. Satisfy themselves by their own investigations with regard to the accuracy of any information provided by the Employer.

The Employer shall not be held responsible or liable for any inaccurate information obtained by any tenderer whether from a servant or agent of the Employer or otherwise.

1. The tenderer shall be deemed to have satisfied itself before submitting their tender as to the accuracy and sufficiency of the rates and percentages stated in their tender which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and the tenderer shall be deemed to have obtained all necessary information as to the risks, contingencies and other circumstances which might influence or affect the tender.
2. The tenderer is responsible for obtaining all information necessary for preparing its tender and shall bear all costs, expenses and liabilities incurred in connection with its preparation and delivery. The tenderer shall have no claim whatsoever against the Employer in respect of such costs, including any costs incurred as a result of an abortive tender process. The Employer shall not make any payments to any tenderer save as provided for expressly in the eventual Contract and no compensation or remuneration will be payable by the successful tenderer by reason of the scope of the Works being different from that envisaged by the successful tenderer or otherwise.
3. Tenderers will be deemed to have informed and satisfied themselves as to the extent of the Contract Area and the types of Site owned by the Employer at which work is required or may be required pursuant to Orders under the Contract. Tenderers will be deemed to have inspected the Site and to have requested any further information with regard to the Site in the Contract Area.

**Site Visit**

1. Tenderers are invited to attend a Site visit with officers of the Employer prior to compiling their tenders. The Site visits will take place week commencing as indicated in item 17 above. Tenderers should confirm their attendance through the Council’s e-portal system. Details of the arrangements for these Site visits will be provided upon confirmation of your attendance.

**Return of Tenders**

1. The Public Contracts Regulations 2015 apply to this procurement (the “Regulations”). The Authority will use the restricted procedure in accordance with Regulation 28 of the Regulations.
2. The tender must be submitted for all of the work under the Contract. Tenders submitted for part of the work will be rejected.
3. If any items are left unpriced, the tenderer shall be deemed to have included elsewhere in its rates for the cost of carrying out the Works described in that item.
4. The tender must be uploaded onto the Southwark Council e-Portal by as indicated in item 17 above. Each file must be uploaded separately. The Tender Pricing Document must be uploaded in Excel (unprotected cells). Folders cannot be uploaded. Other documents can be uploaded in Excel/Word/PDF.  All signed documents must be with manual signatures and scanned in a PDF format. Zip files may be uploaded.
5. The uploaded documents must contain all of the following and these must all be in separate files:
	1. Form of Tender – original – sums included, signed and dated (Section 7)
	2. Parent Company Guarantee & Performance Bond Undertaking Undertaking – duly executed and witnessed in accordance with the Articles of Association or other constitution of the tenderer’s ultimate holding company (Section 7)
	3. Certificate of non-collusion, non-canvassing certificate and conflict of interest certificate (Section 7)
	4. Offences certificate (Section 7)
	5. Method statement responses to Quality Submission Schedule in Evaluation Information (Section 3)
	6. Contract Sum Analysis (Section 6)
6. For further support with using the pro-contract 3 software log a ticket on the Supplier Support Portal (http://proactis.kayako.com/) or alternatively email ProContractSuppliers@proactis.com for Pro-Contract Supplier Support. The technical support helpdesk for Due North is available on: 01670 597137 and is open M-F 8.30am – 5.30pm

**Documents to be Completed**

1. The Form of Tender, Schedules to the JCT DB 2016, the Certificate of Non-Collusion, Non-Canvassing Certificate and Conflict of Interest Certificate and the Offences Certificate must be completed in full in black ink. In any of the documents where no percentage adjustment or sum is required, tenderers should insert "NIL".

All documents requiring a signature should be signed

* 1. where the tenderer is an individual, by the individual;
	2. where the tenderer is a partnership, by two duly authorised partners;
	3. where the tenderer is a company within the meaning of the Companies Act 2006, by two directors or by a director and the company secretary, such persons duly authorised for that purpose.
1. Tenderers shall produce forthwith on the request of the Employer documentary evidence of any authorisation referred to above.
2. Tenderers should ensure that their response is structured and numbered in the same way as the tender documents are set out so that it is clear to which questions each part of the response relates. Tenderers should ensure that, in answering each question, the essential elements of their response are not obscured by excessive detail.
3. Any tender not so made, completed, signed and accompanied by the information and/or documents required or which is not delivered in the manner and within the time specified herein may not be considered for acceptance.
4. No unauthorised alteration or addition should be made to the Form of Tender or to any other tender documentation. If any alteration without authorisation is made, or if this Instructions to Tenderers is not fully complied with, the Employer shall be entitled to reject the tender.
5. Tenderers may decline to tender, but should they do so, they should alert the Employer promptly, giving reasons and disregarding all copies of this Instruction to Tenderers.
6. Tenderers should allow sufficient time to upload tenders as the event will close at 5pm on 23/07/2021[precisely on as indicated in item 17 above and the Employer reserves the right not to accept or consider any tender submitted after that deadline.
7. Tenders should be submitted only via the Council’s e-portal system and should not be delivered by hand or courier or handed to any other Employer officer or member.
8. It is the tenderer’s responsibility to ensure that the tender is uploaded onto the Council’s e-portal system by the date and time specified in paragraph 42 above and the Employer will not enter into any discussion with tenderers who fail to meet the deadline.
9. Tenderers are required to upload all documents separately.
10. The tenderer must keep its tender valid for acceptance for 180 days from the submission deadline set out in paragraph 42 during which time it may be accepted by the Employer. If the Employer has not accepted a tender within this period it shall remain in force without variation and the tenderer may at any time after this period give notice in writing to the Employer to accept its’ tender. Such notice may be submitted through the Council’s e-portal system. Following the service of such a notice, the Employer will have 14 days, not including the day of service, within which it may accept the tender. If it does not do so within this time then the tender will be deemed to be withdrawn. The tenderer shall not withdraw its tender except in the manner provided in this paragraph.
11. If at any time during the tender period there are any material changes to the information provided by Tenderers in their response to the Pre-qualification questionnaire or the Tender, they must advise the Employer promptly in writing.

**Tender Evaluation and Award Procedure**

1. The Employer intends to identify one (1) tender that represent the most economically advantageous tenders to the Employer. Full details of the Employer’s evaluation mechanism and criteria are set out in the tender documents.
2. The Employer is not bound to accept the lowest priced tenders.
3. The Employer reserves the right in its absolute discretion:
	1. to award the Contract to any tenderer;
	2. to award the Contract in whole or in part;
	3. not to award any Contract to any of the tenderers or at all;
4. The Employer also reserves the right to hold clarification meetings with tenderers concerning any aspects arising from the tenders.
5. The Employer will scrutinise very carefully any tender that contains a price which appears very low (having regard, amongst other things, to the prices submitted in the other tender submissions received). The Employer reserves the right to reject any tender submission that is abnormally low.

**Non-consideration/rejection of Tender**

1. The Employer may, in its absolute discretion, refrain from considering any Tender if:
	1. refrain from considering any Tender if:
	2. the whole of the Works are not tendered for or there are omissions in the Tender;
	3. it is not in accordance with these Instructions to Tenderers or the Tender Evaluation Methodology;
	4. the Tenderer makes or attempts to make any variation or alteration to the Contract except where a variation or alteration is expressly invited or permitted by the Employer in writing prior to submission of the tender;
	5. reject Tenders which are late and/or incomplete, inaccurate and/or are qualified and/or do not comply with the requirements of these Instructions to Tenderers and/or the Tender Evaluation Methodology.
2. The Employer shall reject a Tender, without prejudice to any other civil remedies available to the Employer or any criminal liability the Tenderer may attract, if the Tenderer breaches the terms of:
	1. the certificate of non-collusion, non-canvassing certificate and conflict of interest certificate; and/or;
	2. the offences certificate

**Acceptance of Tender**

1. An acceptance of a tender by the Employer shall be in writing and sent to the successful tenderer and the Contract shall then be made and become binding. In addition, the successful tenderer shall at the request of the Employer execute and deliver to the Employer a formal contract before the start of the Contract term. No sums shall be paid under the Contracts until the Contracts and all required security documents have been executed.
2. Nothing contained in this Instruction to tenderers, the invitation to tender or in any other communication between the Employer and the tenderer shall be taken as constituting a contract, agreement or representation between the Employer and the tenderer.

**The Contract**

1. The Works will be procured under the JCT Design and Build Contract 2016 as amended by the “Amendments to Conditions” set out in the tender documents
2. The successful Contractors will be required to provide a Parent Company Guarantee by its holding company or companies (as defined in the tender documents) to secure the due performance by the Contractor during the term of the Contract. If they do not have a parent company then they will be required to provide a Performance Bond in place of a PCG.
3. The prescribed form of this document appears in the tender documents.
4. As part of the tender therefore, tenderers are required to return the form of undertaking which appears in in the tender documents, completed and executed by the parent or ultimate holding company (if applicable).
5. By submitting the Form of Tender, tenderers will be confirming that they are willing to enter into the JCT Design and Build Contract 2016 as amended by the Amendments to Conditions. The Employer reserves the right to reject any tenderer, which does not accept the form of the Contract.

**Schedules**

1. Tenderers are referred to in the tender documents for details of how the relevant sections of the Form of Tender shall be completed and submitted.

**Quality Submissions**

1. Tenderers shall submit a quality submission in accordance with the evaluation mechanism in in the tender documents.

**London Living Wage**

1. The Employer has committed to include the London Living Wage (LLW) in new contracts where services/works are to be provided on Employer premises and where best value can be demonstrated on a case by case basis. It recognises that LLW benefits not only the Employer's directly employed staff but also those who work for the Employer through Contractors. Tenderers should refer to clause 15, Schedule: Supplemental Provisions of the Amendments to Conditions for further information.

**Confidentiality of Information and Documents**

1. All information supplied by the Employer in connection with the works and these tender documents shall be regarded as private and confidential by the tenderer except such information may be disclosed for the purposes of obtaining quotations necessary for the preparation of the tender.
2. The ITT documents and all copies thereof are and shall remain the property of the Employer (whether or not the Employer shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part, save for the Contractor’s own purpose in performing the Works, and must be returned to the Employer on demand.
3. The tender documentation must not be passed to any other person, company, firm or other body for any purpose other than the preparation of the tender. Should the invitee be unable or unwilling to submit a tender, all documents must be discarded immediately. In the event that this information is shared with a third party the tenderer shall ensure that the third party is subject to confidentiality provisions.
4. Tenderers may not make any public statements or promotional activity relating to the tender process or the award of the Contract without the prior agreement of the Employer.
5. The Employer may publish the amounts of all tenders and the name of the successful tenderers and such other information regarding the tender as it may be required to publish in accordance with EU or other procurement rules or transparency requirements with which the Employer must comply.
6. The Employer may provide tenderers with a list of the other tenderers and the tender figures. On this list, the tenderers will not be associated with their respective tender figure.

**Data Protection and Freedom of Information**

1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services or carrying out works for them. The legislation provides that anyone can ask the Employer for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a tenderer provides to the Employer will be subject to the FOIA/EIR disclosure provisions.
2. The Employer is committed to meeting its responsibilities under the FOIA and EIR. Accordingly all information submitted by tenderers may need to be disclosed in response to a request for information. If tenderers consider that any of the information contained in their tender should not be disclosed under the FOIA or EIR, they should identify that information and confirm why it should not be disclosed. Tenderers should be aware however that even where they have indicated that information should not be disclosed, the Employer may be required to disclose it under the FOIA or EIR. The provisions contained in the Contract relating to Freedom of Information will apply once a Contract has been awarded.
3. Tenderers should appreciate that the marking of information with words such as "commercial in confidence" only has the effect of identifying to the Employer that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" a tenderer’s interests. The Employer will have complete discretion in deciding whether such information should be disclosed under the FOIA/EIR.
4. If the Employer receives a request under the FOIA/EIR which involves information identified by a tenderer as not for disclosure, then the Employer will use its reasonable endeavours to consult the relevant tenderer prior to making a final determination as to how to deal with the request. However, the Employer has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Employer has up-to-date contact details and that the contact is able to respond to a request quickly.
5. The Employer shall not be liable for any loss or other detriment caused by the disclosure of any information.

**Tenderer Warranties**

1. In delivering a tender, the tenderer warrants and represents to the Employer that:
	1. has complied in all respects with this ITT;
	2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Employer by the tenderer or its employees or officers in connection with or arising out of the tender are true, complete and accurate in all respects;
	3. it has made its own investigations and research and has satisfied itself in respect of all matters relating to the tender, Amendments to Conditions and Preliminaries and has not delivered the Form of Tender and will not have entered into the Contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Employer;
	4. it has full power and authority to enter into the Contract and perform the works and will if requested produce evidence of that to the Employer;
	5. it is of sound financial standing and its officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements previously submitted as part of this tendering exercise) which may adversely affect its financial standing in the future;
	6. it has and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to it to perform the maintenance and works in accordance with the Contract for the Contract Period; and
	7. it has obtained all necessary consents, licences and permissions to enable it to perform the maintenance and works and will throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to perform the maintenance and works required under the Contract.