



Homes
England

Making homes happen

Homes England Light Civils Works (StdLCiv)

Homes England Contract Particulars and Specification for Light Civils Works, Under £10K in Value

Supplier Questionnaire

Version 5.0, March 2020



Document Control

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PART A: INFORMATION

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

- This section provides information on the required works.
- Suppliers are required to **READ THIS SECTION** carefully to understand Homes England's requirements.
- This section **DOES NOT** need to be printed and returned with your completed Questionnaire

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1 Background Information

Homes England (the name adopted by the Homes and Communities Agency) has extensive landholdings throughout England. Homes England landholdings are diverse in both size and content. The landholdings comprise primarily green and brownfield development sites, built property (both vacant and tenanted), former coalfields, residual Community Related Assets (CRA) and land under agricultural tenancy. The level of intensity of public use within these landholdings varies greatly, ranging from negligible to significant. Incidences of unauthorised trespass and associated criminal damage specifically to built property and site infrastructure routinely occur.

These sites bring significant opportunities, helping make contributions to both government house building targets and local communities' quality of life. However, stewardship of such sites also bring with them health and safety, trespass and other liabilities.

Homes England has a common law 'duty of care' and a duty under the Occupiers Liability Acts 1957 and 1984 to ensure that, as far as is reasonably practicable, all land under Homes England ownership is regularly inspected and maintained in such a manner as not to cause injury to visitors (including trespassers) or neighbours. As part of the solution to manage such liabilities Homes England procure the services of light civil contractors to undertake planned repair works on its estate to ensure liabilities are reduced or removed.

Whilst Homes England takes all reasonable steps to plan services and works on its landholdings, unforeseen circumstances may arise, which require remedial works, including those of an emergency nature. Homes England, therefore, requires suppliers who are able to carry out a wide variety of works on these sites, in some instances at short notice, with assurances that these suppliers are competent to do so. Due to the nature of the issues arising it is imperative that suppliers are able to respond quickly and efficiently to work instructions.

Information is required from suitably experienced suppliers, to join Homes England's Register for light civils works throughout the North West, North East, Yorkshire and The Humber, Midlands, East and South East and South and South West areas of England. This Register will be used to procure works under £10k in value. All works above this threshold value are subject to open competition under the government's transparency agenda and are, therefore, required to be nationally advertised. Homes England publish information on Contracts above £10K in value through external website Pro Contract, a link for which is provided below:

<https://procontract.due-north.com/Login>

Homes England is seeking suppliers who have suitable technical skills, a commitment to providing excellent customer service, health and safety record and can work in partnership with clients. Supplier competencies will be assessed through the enclosed Questionnaire (contained within Section B) which sets out the information that Homes England deems relevant to the selection of suppliers for works up to the value of £10k. The Suppliers Register is an 'open' listing. Following assessment of the completed Questionnaire and subject to meeting the required standards suppliers may be added to the list at any time.

Homes England and its appointed agents will treat as confidential any information which is not in the public domain and which is provided specifically in response to this Questionnaire pursuant to Section 7 'Transparency' and Section 8 'Freedom of Information'. No information contained in this document or in any communication made between Homes England and any supplier in connection with this exercise shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this document. Under no circumstances shall Homes England incur any liability in respect of this or any supporting documentation.

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Homes England will not reimburse the costs incurred by Supplier's in connection with the preparation and submission of their response to this Questionnaire.

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Homes England

Homes England was first referenced in Government's Housing White Paper in February 2017, formally announced by Chancellor Phillip Hammond as part of the November 2017 budget and launched in January 2018 at Alconbury, Cambridgeshire.

We will play a far bigger role in investing in supply and intervening in the market to help deliver 300,000 homes a year by the middle of the next decade.

We will adopt a more commercial approach to meet the necessary scale and pace required.

Our initial priorities are:

- Continue delivery of our existing programmes;
- Accelerate housing delivery over the next few years; and
- Build a new organisation capable of responding to the long-term housing challenges facing this country.

For more information visit [Homes England - GOV.UK](https://www.gov.uk/homes-england)

2 Instructions for Completion

Suppliers are invited to complete all parts of the enclosed Questionnaire 'Part B: Documents to be Returned' together with any requested supporting information and return to Tenders@tep.uk.com.

Suppliers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the supplier's organisation, this should be indicated, along with an explanation.

Supporting information should be presented in the same order as the Questionnaire and should be clearly referenced to the relevant question.

Questions should be answered in English.

Responses will be evaluated in accordance with the evaluation criteria set out in Section 10.

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

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

Suppliers are advised neither to make any assumptions about their past or current supplier relationships with Homes England nor to assume that such prior relationships will be taken into account.

Homes England 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 Questionnaire.

This Questionnaire is provided on the same basis to all suppliers.

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2.1 Grounds for Mandatory Exclusion

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

You may be excluded joining the Suppliers Register 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 Homes England 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 [2.3 Self-Cleaning](#).

2.2 Grounds for Discretionary Exclusion – Part 1

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

Conflicts of interest

In accordance with Question 3.1(e), Homes England 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 Homes England, detailing the conflict in a separate Appendix.

Taking Account of Suppliers’ Past Performance

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

Any supplier that answers ‘Yes’ to questions 2.2 Grounds for Discretionary Exclusion must refer to [Section 2.3 Self-Cleaning](#).

2.3 Self-cleaning

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

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If such evidence is considered by Homes England (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 Homes England to be insufficient, the supplier shall be given a statement of the reasons for that decision.

2.4 Technical and Professional Ability

The following guidance relates to the Questionnaire [Section 4 - 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 Homes England'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 Homes England to confirm the accuracy of the information provided below.

3 Supplier Contact Point

Suppliers have been asked to include a single point of contact in their organisation for their response to the Questionnaire (Section 1.1). Homes England 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.

4 Scope of Works

Homes England's approach to light civils works is led by the following principles:

- Ensure that site boundaries remain secure e.g. through fencing works to reduce incidences/opportunities for unauthorised trespass;
- Ensure that site features remain in good condition and to allow works to be undertaken to reduce an/or remove the potential for site features to become hazardous to both authorised and unauthorised visitors;
- Ensure works to be undertaken on the Homes England's estate in accordance with statutory duties, industry best practice and in particular current health and safety legislation; and
- Proactively deliver works of an emergency nature to remove/reduce immediate risk to authorised and unauthorised visitors.

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Homes England require competent suppliers who are capable of undertaking a range of light civils works across its estate. Homes England anticipates that suppliers will deliver the works as direct works i.e. not subcontracted. Where the supplier wishes to subcontract works consent is required in writing from Homes England (refer to Appendix 1, Terms and Conditions).

The works are most likely to comprise of planned works. Emergency instructions may also be placed on sites as and when the issues arise. Works typically comprise of (but are not exclusively limited to) the following:

- Earthworks (excavating and filling);
- Painting;
- Signage Installation;
- Kerbs and edgings;
- Granular sub-bases;
- Road and footpath surfaces including repair, installation and widening;
- Ancillary landscape works e.g. seeding, topsoil, planting and reinstatement works;
- Permanent fencing;
- Vehicle barriers including overhead barriers;
- Barriers and guardrails;
- Site and street furniture;
- Boardwalks and decking;
- Special Waste;
- Drainage works; and
- Drainage Surveys.

Those suppliers who satisfy Homes England's requirements will be entered onto the Homes England Supplier Register. This Register will be used as a source of identifying suitable suppliers to deliver works under £10K in value. Homes England reserves the right to appoint suppliers outside of this Register. Homes England can **give no guarantee** as to the size and scale of the works which may be awarded to suppliers on the Register within any given year or indeed that any works will be awarded.

When works are required, suitable suppliers will be identified from the Register based on their geographical location and the skills provided. Suppliers will be provided with a digital Works Schedule and any additional relevant information required to allow suppliers to price the works e.g. access requirements, drawings. An example Works Schedule typically issued to suppliers is included within Appendix 2. It is anticipated that due to the site specific nature of light civils works, Homes England will be required to provide individual site specific specification for each commission. This will be provided with the Work Schedule where appropriate as and when works are commissioned.

All Pricing Schedules and Drawings will be issued with direct reference to this document (Ref: StdLCiv March 2020) for which suppliers are required to 'Sign-up' to as part of this Questionnaire return. Any Supplier found to be in breach of StdLCiv March 2020 during the completion of any works may be requested to cease works immediately until any such breaches are corrected to the satisfaction of Homes England.

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Works of up to £5K in value may be directly awarded to one supplier. For works between £5 -£10K, Homes England may seek between 3 – 5 quotes but is not obliged to do so. In particular in relation to emergency works up to £10k in value Homes England may directly award the emergency works to one supplier.

Suppliers will be required to provide method statements and risk assessments for any works commissioned, and these will be subject to approval of Homes England or their appointed Supervising Officer prior to commencement of any works.

The offering of a Contract is represented by the issuing of a Purchase Order by Homes England. Suppliers will be required to invoice the works to the Homes England to the address agreed with the Supervising Officer.

Suppliers **must** quote Homes England Purchase Order reference number on all invoices. Payment will usually be on completion of the works with suppliers required to submit the relevant invoice within 1 month of satisfactory completion. In some situations payment may be required to be split into staged payments. Suppliers will be informed of payment terms within the digital Works Schedule provided for pricing.

Payment terms are 28 days from receipt of an accurate invoice (clearly stating the Purchase Order Number) and satisfactory completion of the service/works.

5 Health & Safety

Suppliers wishing to deliver physical services or works to Homes England, 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.

Where a supplier has chosen a route of SSIP membership, this must be in place prior to a supplier being added to the Register. Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>. If a Supplier is registered and compliant with a SSIP approved scheme, then the requirements for your Questionnaire response will be reduced. The validity of SSIP membership will be checked and verified as part of your response to Questionnaire.

Suppliers who are not a SSIP member and do not plan to be may submit details of equivalent membership. Details of equivalent membership schemes submitted by suppliers will be investigated. Homes England reserves the right to contact Suppliers to investigate this further in order to assess these fairly.

6 Terms and Conditions

The Terms and Conditions shall be those of Homes England Agreement for Light Civils Works Contract, under £10k in value [StdLCiv, March 2020]. The Terms and Conditions are provided within Appendix 1.

Homes England will not consider requests for alterations to the Terms and Conditions. Suppliers are required to 'Sign-Up' to the aforementioned Terms and Conditions and supporting Specification in the completion of this Questionnaire (Form B2). All works instructed under StdLCiv March 2020 will be subject to these Terms and Conditions, the supplier, agreed to abide to these Terms and Conditions in relation to all works undertaken on behalf of Homes England.

Suppliers may be asked to re-sign these Terms and Conditions every 2 years. Incidences may arise over the 2 year period where specific changes or amendments to legislation, best practice or industry standards require suppliers to formally acknowledge any such amendments and/or for Homes England to notify suppliers of any proposed changes to the Terms and Conditions. This may be done by reissue of all documentation or issuing

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of an addendum letter which suppliers will be required to sign and return. Any proposed changes by Homes England will be reasonable and proportionate to the legislative or industry standard amendments.

Homes England Terms and Conditions promote best practice and legislative compliance by all suppliers engaged to undertake works on its behalf. Suppliers should ensure that they have good working knowledge of legislative requirements, best practice and industry standards; specifically those referenced within Terms and Conditions and Specification.

7 Transparency

The award of Contracts under this agreement are subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of tender documentation issued by Homes England and the Contract between Homes England and Supplier. Suppliers should highlight any areas they consider commercially sensitive in order for Homes England to be able to honour our transparency obligations without undermining the supplier's 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, Homes England regularly makes available details of expenditure in excess of £500.00 by suppliers.

8 Freedom Of Information

Suppliers are advised that Homes England 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. Homes England 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.

9 Bribery and Corruption

Homes England 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 Homes England. Please refer to our [Anti-bribery and Corruption Policy](#)¹ for further information.

10 Environmental Policy Statement

Homes England's [Safety, Health and Environmental \(SHE\) Policy Statement](#)² confirms that we recognise and fully accept, our statutory and moral responsibility to provide the highest safety, health and the environmental standards to protect our employees, other people affected by our activities and the environment. We are committed to the prevention of injury and ill health; the avoidance of adverse impacts on soil, water, air and

1 <https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy>

2 <https://www.gov.uk/government/publications/homes-england-environmental-policy-statement>

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biodiversity; and the continual improvement of our safety, health and environmental performance. We expect our suppliers and contractors to go beyond their statutory duties and work with us to achieve high standards of safety, health and environmental management in all that we do.

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10 Questionnaire Evaluation Criteria

RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for Evaluation are Pass or Fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		<p>Assessment 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	Guidance
1. Legal Standing			
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	Contact Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing <i>Please Note - Suppliers should provide a single point of contact in their organisation for their response to the Questionnaire. Homes England will not be responsible for contacting the supplier through any other route other than the nominated contact. The supplier must, therefore, undertake to notify any changes to the contact promptly. The suppliers single point of contact should have the necessary authority to tender for works and enter into Contracts on the organisations behalf, including approval and decision making.</i>
1.3	Licensing and Registration	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.
2	Grounds for Mandatory Exclusion	Pass/Fail	Homes England 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

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for Evaluation are Pass or Fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		<p>Assessment 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	Guidance
			<p>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 Homes England.</p> <p>Fail – failure to answer any questions or any question answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.</p>
3	Grounds for discretionary exclusion – Part 1	Pass/Fail	<p>Homes England 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 Homes England.</p> <p>Fail – failure to answer any questions or any question answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.</p>
4	Technical and Professional Ability	Pass/Fail	<p>Pass – Sections 4.1 to 4.4 OR 4.5 complete in full with information which relates to the subject matter of the contract</p> <p>Fail – 4.1 to 4.4 OR 4.5 incomplete.</p>

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for Evaluation are Pass or Fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		<p>Assessment 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	Guidance
5	Minimum Insurance Levels Employers Liability £10 Million Public Liability £5 Million	Pass/Fail	Pass – Minimum requirements for insurance are in place. <i>Please note requirement to submit evidence of the above (e.g. Insurance Policy, Certificate)</i> Fail – Minimum requirements for insurance are not in place. Information requirements are missing.
6	Compliance with equality legislation	Pass/Fail	Pass – Sections 6.1 & 6.2 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England. Fail – failure to answer Questions 6.1 – 6.2 or Sections 6.1 & 6.2 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.
7	Environmental Management	Pass/Fail	Pass – Sections 7.1 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England.' Fail – failure to answer Question 7.1 or Sections 7.1 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.
8 Health & Safety			
8.1	Health and Safety Policy	Pass/Fail	Pass – Question 8.1 answered 'yes' and Health and Safety Policy provided is to the satisfaction of Homes England; 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 Homes England. Fail – Failure to answer Questions 8.1, Question 8.1 answered 'No', or information provided on Health and Safety Policy or management arrangements for health and safety is not to the satisfaction of Homes England.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for Evaluation are Pass or Fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		<p>Assessment 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	Guidance
8.2	SSIP Registration	Pass/Fail	Pass – Question 8.2 answered 'yes' or information has been provided on a similar scheme which is to the satisfaction of Homes England; or you are in the process of registration to a SSIP scheme (Registration will be required to be achieved prior to addition to Suppliers Register). Fail – Failure to answer Question 8.2. Question 8.2 answered 'no' or information on similar scheme is not to Homes England's satisfaction.
8.3	Enforcement	Pass/Fail	Pass – Question 8.3 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the Homes England. Fail – Failure to answer Questions 8.3, or Question 8.3 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to the Homes England's satisfaction.
8.4	RIDDOR	Pass/Fail	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 Homes England. Fail – Failure to answer Question 8.4 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 Homes England.
9	Training	Pass/Fail	Pass – all information/documentation provided. Fail – major information requirements missing. If any part is left incomplete the section will be marked as Fail.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for Evaluation are Pass or Fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
			If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
10. Work Areas			
10.1	Geographical Areas	Pass/Fail	Pass – Information on Geographical Working areas provided. Fail – Information requirements are missing.
10.2	Work/Service Categories	Pass/Fail	Pass – Information on Works/Service categories provided. Fail – Information requirements are missing.
10.3	Towns	Pass/Fail	Pass – Information on Town Working areas provided. Fail – Information requirements are missing.
10.4	Emergency Works	Pass/Fail	Pass – Information on Emergency working provided. Fail – Information requirements are missing.
10.5	High Risk Environments	Pass/Fail	Pass – Information on High Risk Environments provided. Fail – Information requirements are missing.

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PART B: DOCUMENTS TO BE RETURNED

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

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FORM B1: Supplier Questionnaire

Introduction to Supplier Questionnaire

The Questionnaire sets out the information which is required by Homes England in order to assess the suitability of potential suppliers. In assessing the answers to the questions, Homes England will be seeking evidence of the suppliers capability to perform the required works.

Suppliers must complete all sections of the Questionnaire. The Questionnaire is evaluated on Pass/Fail criteria. Should a supplier 'Fail' any section then they will be unable to be added to the Register.

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1 Supplier Information

1.1 Supplier Details

Full legal name of the supplier completing the Questionnaire.		
Registered company address		
Registered company number Certificate Enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Registered charity number		
Registered VAT number		
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) ³	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

1.2 Contact Details

Name, position, telephone number and e-mail address of the main contact for all future works enquiries.

Please Note: Suppliers should provide a single point of contact in their organisation for their response to this Questionnaire. Homes England will not be responsible for contacting the supplier through any other route for future works other than the nominated contact. The supplier must, therefore, undertake to notify any changes to the contact promptly. The supplier's single point of contact should have the necessary authority to tender for works and enter into Contracts on the organisations behalf, including approval and decision making.

Contact name for enquiries	
Contact position (job title)	
Postal address	
Phone	

³ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Mobile	
E-mail	

1.3 Licensing and Registration

1.3.1	Details of your Waste Carriers Licence are required to be provided here.	Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Name of licence carrier	
		Registered address	
		Licence Number	
		Expiry Date	
		<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 works.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

2 Grounds for mandatory exclusion

Homes England 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 2.3](#) 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	<input type="checkbox"/>	<input type="checkbox"/>

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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;		
(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"/>
(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	<input type="checkbox"/>	<input type="checkbox"/>

articles for use in frauds within the meaning of section 7 of that Act;		
(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, as amended where applicable by the Proceeds of Crime Act 2002;	<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"/>
(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>		
<p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix (using the 'Template for Appendices') to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>	<input type="checkbox"/>	<input type="checkbox"/>

3 Grounds for discretionary exclusion – Part 1

Homes England 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 2.3](#) 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"/>
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/>	<input type="checkbox"/>
(h) your organisation:-		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or	<input type="checkbox"/>	<input type="checkbox"/>
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or	<input type="checkbox"/>	<input type="checkbox"/>
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	<input type="checkbox"/>	<input type="checkbox"/>
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/>	<input type="checkbox"/>

4 Technical and Professional Ability

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES				
		Contract 1	Contract 2	Contract 3
4.1	Name of customer organisation			
4.2	Point of contact in customer organisation			
	Position in the organisation			
	E-mail address			
4.3	Contract start date			
	Contract completion date			
	Estimated Contract Value			
4.4	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.			
4.5 If you cannot provide at least one example for questions 4.1 to 4.4, 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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5 Insurance

Please provide details of your current insurance cover Value.

Employers Liability Insurance	
Employer's Liability, required level £10 Million	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Registered Insurer(s)	
Registered Office of Insurer	
Business Description <i>(as shown on Policy)</i>	
Policy Number(s)	
Expiry Date	
Limits of Indemnity <i>(per occurrence and aggregate)</i>	
Excess <i>(if any, for each and every claim)</i>	
Insurance Policies, Certificates or other evidence provided Please ensure that limits can be clearly understood from the Certificate, where this is not easily apparent please include Policy Document or similar.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Public Liability Insurance	
Public Liability, required level £5 Million	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Registered Insurer(s)	
Registered Office of Insurer	
Business Description <i>(as shown on Policy)</i>	
Policy Number(s)	
Expiry Date	
Limits of Indemnity <i>(per occurrence and aggregate)</i>	
Excess <i>(if any, for each and every claim)</i>	
Insurance Policies, Certificates or other evidence provided	Yes <input type="checkbox"/> No <input type="checkbox"/>

Please ensure that limits can be clearly understood from the Certificate, where this is not easily apparent please include Policy Document or similar.	
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6 Compliance with Equality Legislation

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 Homes England satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

7 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>Homes England will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Homes England is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
----	--	---

8 Health & Safety

1	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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	---

	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.	
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 along with certificate or evidence of registration.</p> <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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide date and details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	<p>Has your organisation had to report any injury, disease or dangerous occurrence to the enforcing authorities as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) within the last three years?</p> <p>If yes, please provide details in the table below.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Year	Number of injuries						Average workers employed in the period
	Over 7 day injuries	Major injuries	Fatal injuries	Injuries to the public	Industrial diseases	Dangerous Occurrences	
2018							
2017							
2016							
2015							

If your organisation has identified 1 or more injuries over 7 days, Major or Fatal injuries, please provide details below of the nature of the injury and any mitigation measures adopted following the injury

9 Training

Does your organisation have a documented Training Policy?

Yes No

If Yes, please provide details below.

Please provide details of your Training Policy. (max 1 side of A4)

How does your organisation monitor it's staff training and development? How are your staff encouraged to fulfil their Continuing Professional Development obligations? Please provide details. (max 1 side of A4)

Please provide 'sample' evidence on training provided to staff in the following areas. Please provide suitable evidence e.g. proof of training/certificates to evidence competence.

Please note: Suppliers will be required to provide evidence of training for specific site staff allocated to undertake works when commissioned.

Training Requirements	Evidence Enclosed
Construction Plant Competence Scheme (CPCS) Cards for all operatives of Machines	Yes <input type="checkbox"/> No <input type="checkbox"/>
First Aider (Four day first aid at work certified)	Yes <input type="checkbox"/> No <input type="checkbox"/>
CSCS Contracts Manager Card	Yes <input type="checkbox"/> No <input type="checkbox"/>
CSCS Construction Site Operative	Yes <input type="checkbox"/> No <input type="checkbox"/>
Machine Operative	Yes <input type="checkbox"/> No <input type="checkbox"/>

10 Work Areas

10.1 Which of the following geographical areas would you be prepared to work in?

Working Areas	Yes	No
North East, Yorkshire and The Humber	<input type="checkbox"/>	<input type="checkbox"/>
North West	<input type="checkbox"/>	<input type="checkbox"/>
Midlands	<input type="checkbox"/>	<input type="checkbox"/>
East and South East	<input type="checkbox"/>	<input type="checkbox"/>
South and South West	<input type="checkbox"/>	<input type="checkbox"/>



10.2 Which of the following Services/Work categories would you be prepared to provide?

Services/Works	Yes	No
Drainage works	<input type="checkbox"/>	<input type="checkbox"/>
Drainage surveys	<input type="checkbox"/>	<input type="checkbox"/>
Security features including fencing, railings, barriers and guardrails	<input type="checkbox"/>	<input type="checkbox"/>
Site and street furniture installation and repair	<input type="checkbox"/>	<input type="checkbox"/>
Road and footpath surfaces including repair, installation and widening	<input type="checkbox"/>	<input type="checkbox"/>
Earthworks	<input type="checkbox"/>	<input type="checkbox"/>
Boardwalks and decking	<input type="checkbox"/>	<input type="checkbox"/>
Hard surfacing	<input type="checkbox"/>	<input type="checkbox"/>
Special waste	<input type="checkbox"/>	<input type="checkbox"/>
Other	[please specify]	
Other	[please specify]	
Other	[please specify]	

10.3 Which of the following Towns (including surrounding areas) would you be prepared to work in? If your company has more than one branch, please indicate which one will deal with each of the areas.

Detailed Work Areas (inc. surrounding areas)	Yes	No	Branch
North East, Yorkshire and The Humber			
Stockton-on-Tees			
Newcastle-upon-Tyne			
Gateshead			
Sunderland			
Washington			
South Shields			
Middlesbrough			
Morpeth			
Durham			
Sheffield			
Leeds			
Doncaster			
Grimsby			
Hull			
North West			
Barrow-in-Furness			
Whitehaven			
Workington			
Lancaster			
Preston			
Bradford			
Burnley			
Skelmersdale			
Liverpool			
Birkenhead			
Runcorn			
Manchester			
Warrington			

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Detailed Work Areas (inc. surrounding areas)	Yes	No	Branch
Midlands			
Stoke-on-Trent			
Leicester			
Nottingham			
Peterborough			
Northampton			
Telford			
Redditch			
Birmingham			
Kidderminster			
Dudley			
Coventry			
Corby			
Milton Keynes			
East and South East			
Cambridge			
Colchester			
Ipswich			
Norwich			
Great Yarmouth			
Chichester			
Dover			
Canterbury			
Hastings			
Oxford			
Crawley			
Stevenage			
Harlow			
Welwyn Garden City			
Hemel Hempstead			
Aylesbury			
Chatham			
Basildon			
Hatfield			
South and South West			
Bristol			
Gloucester			
Taunton			
Penzance			
Bodmin			
Truro			
Camborne			
Launceston			
Plymouth			
Portsmouth			
Southampton			
Isle Wight			
Gosport			
Basingstoke			

10.4 Are you willing to undertake emergency works with between 2 – 4 hour notice.

Yes

No

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Please add any relevant information in respect of the above.

10.5 Do you have experience / skills of working in the following high risk environments and do you have staff with the necessary qualifications to do so?

Yes

No

Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/>
Explosive Atmospheres	Yes <input type="checkbox"/> No <input type="checkbox"/>
Watercourses	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Verges	Yes <input type="checkbox"/> No <input type="checkbox"/>
Demolition Sites	Yes <input type="checkbox"/> No <input type="checkbox"/>
Railways	Yes <input type="checkbox"/> No <input type="checkbox"/>
Utilities	Yes <input type="checkbox"/> No <input type="checkbox"/>
MOD	Yes <input type="checkbox"/> No <input type="checkbox"/>
Airfields	Yes <input type="checkbox"/> No <input type="checkbox"/>
Derelict Buildings	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other High Risk Environments	<i>Please State</i>

11 Completion Checklist

11.1 List of enclosures/attachments

Please confirm that you have completed all the sections within this Questionnaire 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 <i>Supplier Information</i>		
1.1 Supplier Details	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Company Registration Certificate		Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2 Contact Details	Yes <input type="checkbox"/> No <input type="checkbox"/>	

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Section	Completed (Yes/No/n/a)	Enclosed (Yes/No/n/a)
1.3 Licensing and Registration	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Upper Tier Waste Carriers Licence		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"/>
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"/>
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"/>
4 Technical and Professional Ability	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5 Insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Employers Liability: Insurance Policy, Certificate or other evidence		Yes <input type="checkbox"/> No <input type="checkbox"/>
Public Liability: Insurance Policy, Certificate or other evidence		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Please ensure that the limits can be clearly understood from the evidence provided, where this is not easily apparent e.g. on the Certificate please include Policy Document, Brokers Letter or similar.</i>		
6 Compliance with Equality Legislation	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , to questions 6.1 and/or 6.2 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
7 Environmental Management	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , to question 7.1 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
8 Health and Safety	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Health & Safety Policy		Yes <input type="checkbox"/> No <input type="checkbox"/>
SSIP Certificate		Yes <input type="checkbox"/> No <input type="checkbox"/>
If No , to question 8.2 please provide additional details using the 'Template for Appendices' of the equivalent scheme		Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , to question 8.3 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
9 Training	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Sample evidence of training provided to staff in accordance with requirements of LW2015		Yes <input type="checkbox"/> No <input type="checkbox"/>
10 Work Areas	Yes <input type="checkbox"/> No <input type="checkbox"/>	

12 Declaration

<p>I declare that to the best of my knowledge the information provided in this Questionnaire is 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 Homes England may reject this Questionnaire or terminate any subsequent agreement if there is a failure to answer all relevant questions fully or if I provide false/misleading information.</p>		
<p>DECLARATION COMPLETED BY</p>		
<p>Name and Position:</p>		
<p>Signature:</p>		
<p>Date:</p>		
<p>The following appendices form part of our submission</p>		
Section of Questionnaire	Appendix Number	Appendix Name

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FORM B2: Contract Sign Up

I confirm that I have read and understood the enclosed Contract Terms and Conditions of Homes England Appointment for Light Civil Works Contract, Under £10K in Value (reference Std LCiv, March 2020, v5.0) and supporting information included within this document.

I confirm that I understand that any works issued by Homes England will be subject to these Terms and Conditions and agree to abide by them in respect of any works undertaken on behalf of Homes England.

Dated this..... day of[Year}

SIGNED* WITNESS

PRINT NAME..... ADDRESS

POSITION IN COMPANY

NAME & ADDRESS OF COMPANY..... WITNESS.....

.....ADDRESS.....

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

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Appendix 1:

Terms and Conditions

1. The definitions within the Terms and Conditions should be read as the following:
 - *Contractor* – Supplier
 - *Employer* – the HCA

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Agreement for Light Civil Works Contract, Under £10k in Value (StdLCiv, March 2020, version 5.0)

Relating to StdLCiv, March 2020, version 5.0

Dated

Homes and Communities Agency

(Employer)

[]**

(Contractor)

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Contents

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Schedules

Schedule 1 - Purchase Order

Schedule 2 - Schedule of Amendments to the Contract

Agreement for Light Civil Works Contract, Under £10K in value StdLCiv, March 2020

Dated

Between

- (1) **Homes and Communities Agency** whose principal office is at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (the **Employer**); and
- (2) [**] registered in England with company number [**] whose registered office is at [**] (the **Contractor**)

Recitals

- A The Employer is entering into a number of agreements with individual contractors in the same form as this Agreement whereby such individual contractors (including the Contractor) agree to undertake the construction of various projects at various sites pursuant to the terms of this Agreement.
- B Employment to carry out each specific construction project will be made by the issue of a Works Instruction pursuant to this Agreement issued by the Employer or the Supervising Officer on behalf of the Employer to the Contractor.

It is agreed:

1.0 Definitions and Interpretations

- 1.1 In this Agreement, unless otherwise provided or unless subject matter or context is inconsistent therewith, words appearing with capital letters shall have the meanings ascribed to them hereunder:

Agreement means this Agreement entered into between the Employer and the Contractor and includes any Appendices or Schedules hereto;

Agreement Commencement Date means the date shown on 'Form B2: Contractor Sign Up' on which this Agreement was completed;

Contract means the JCT Minor Works Building Contract 2016 as amended by the Schedule of Amendments set out in Schedule 2 which forms the basis of any instruction to carry out work issued to the Contractor pursuant to this Agreement;

Contractor means the party named in the Purchase Order;

Employer means the first party named above which reference shall include its successors in title and permitted assigns;

Supervising Officer shall be a nominated employee of TEP (The Environment Partnership) Limited, RSK Environment or any other person as the Employer may nominate from time to time;

Purchase Order means the document which outlines the specific works and tasks to be undertaken at the Site and any subsequent works instruction. The Purchase Order number must be quoted on all invoices.

Site means the particular premises or area of land subject to the construction works as more particularly set out in the Purchase Order;

Works means the construction Works to be undertaken by the Contractor at a particular Site as more particularly set out in the Purchase Order.

- 1.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 1.3 Any reference to person, firm or company includes any entity which has legal capacity.
- 1.4 Any term importing gender includes any gender.
- 1.5 Any term importing the singular number includes the plural number and vice versa.

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- 1.6 Clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement.
- 1.7 Any reference to any clause, schedule or appendix is a reference to that clause of or schedule or appendix to this Agreement.

2.0 The Agreement

- 2.1 The Agreement shall, subject to the termination rights set out in Clause 4.0, remain in force from the Agreement Commencement Date. The parties may enter into a new agreement in the event of (a) relevant and substantive legislative change or (b) relevant Employer policy.

3.0 Employment for Construction works

- 3.1 The Employer and Contractor accept and agree that under this Agreement no guarantee is given nor representation made by the Employer to the Contractor that the Contractor will be appointed to carry out any works on any Site.
- 3.2 If the Employer so requires from time to time the Employer and/or Supervising Officer will issue a Purchase Order to the Contractor whereby, upon receipt, the Contractor shall be obliged to carry out and complete the Works in accordance with that Purchase Order, this Agreement and the Contract.
- 3.3 The employment of the Contractor to undertake the Works for a particular Site will commence on (and not before) the date the Employer and/or Supervising Officer issues the Purchase Order to the Contractor.

4.0 Termination

- 4.1 Either Party may immediately terminate this Agreement by giving written notice to terminate to the other Party if any of the following occurs:
- a) the other Party breaches any of the provisions of this Agreement (and, if capable of remedy, such breach has not been remedied within 28 days of the breach being notified to such other Party in writing); or
 - b) force majeure which has exceeded 30 days; or
 - c) the other Party ceases, or threatens to cease, to carry on business.

5.0 Confidentiality and Publicity

- 5.1 Neither Party will throughout the duration of this Agreement and for 5 years thereafter disclose to a third party (except to the extent necessary to perform its obligations under this Agreement and on a "need to know" basis) any details relating to this Agreement and any information received from the other Party. Each party will take all reasonable steps to ensure that its employees and other persons having access to confidential information of the other Party comply with this obligation.
- 5.2 The obligation of confidentiality in Clause 5.1 will not apply to information which is or becomes public knowledge other than through breach of this Clause 5.1, or is independently developed by a Party, or is received from a third party who has full right to disclose the same, or is already in the possession of such information with full right to disclose the same before receipt from the other Party.
- 5.3 Any Party may disclose confidential information of the other Party to its auditors, legal advisors and any other persons or bodies having a legal right or duty to have access to or knowledge of such information in connection with the business of the recipient Party.
- 5.4 The Contractor shall procure compliance with its obligations in respect of this Clause 5.0 by any relevant affiliates and/or sub-contractors.
- 5.5 All media releases, public announcements and public disclosures by any party relating to this Agreement or the subject matter of this Agreement, 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 parties prior to such release.
- 5.6 This Clause 5.0 shall survive termination of the Agreement for any reason.

6.0 Partnership

Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or relationship of principal and agent between the Employer and the Contractor.

7.0 Waiver

7.1 No waiver by either Party of any breach of this Agreement shall operate as a waiver of any subsequent or continuing breach. No waiver shall be effective unless it is communicated in writing.

7.2 No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall impair such right, power or privilege or be construed as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.3 The rights and remedies of the parties herein are cumulative and not exclusive of any rights and remedies provided by law.

8.0 Assignment

8.1 The Employer may assign, charge or transfer the benefit of this Agreement and/or any rights under it to any person by written notice to the Contractor, without the consent of the Contractor being required.

8.2 The Contractor will not assign his interest in this Agreement or any part of it, nor any right arising under it, to any person without the prior written consent of the Employer.

9.0 Data Protection

Both Parties agree and warrant that they will only process data received under this Agreement in accordance with the Data Protection Act 1998 as amended from time to time.

10.0 Notices

10.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to be given properly if it is delivered by hand, or sent by special delivery or recorded delivery or e-mail to the address of the relevant party on Section 1.1 of the Contractor Questionnaire 'Contact Details' or such other address as he shall notify the other Party in writing.

10.2 If the notice is sent by special delivery or recorded delivery, it shall be deemed to be received 2 working days after the day it was posted.

10.3 If the notice is delivered by hand, it shall be deemed to be received on the day it is delivered.

10.4 If the notice is delivered by e-mail, it shall be deemed to be received on the day it is sent.

11.0 Third Party Rights

11.1 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement which that third party would not have had but for the Contracts (Rights of Third Parties) Act 1999.

11.2 The Employer and the Contractor have the right to amend any terms of this Agreement without the consent of any third party.

The Parties duly agree to the above and within terms as witnesses by the hands of the parties or their duly authorised representatives:

Signed by or on behalf of the Employer)
Homes and Communities Agency)
)
Authorised Signatory

Signed by or on behalf of the Contractor acting)
by:)
)
Director/Company Secretary/Authorised Signatory

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Schedule 1 –Purchase Order

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Schedule 2 - Schedule of Amendments to the Contract

JCT Minor Works Building Contract 2016

Contract Particulars

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

^[4] Under CDM Regulations 2015, a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

^[5] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or be legal proceedings, see the Guidance Notes. See also footnote [9].

2.2	Date for Commencement of the Works	Refer to Purchase Order
2.2	Date for Completion	Refer to Purchase Order
2.8	Liquidated damages	at the rate of £0.00 per week or part thereof ^[6]
2.10	Rectification Period <i>(The period is 3 months unless a different period is stated.)</i>months from the date of practical completion ^[7]
4.3	Interim payments – Interim Valuation Dates <i>(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals)</i>	The first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter if applicable at monthly intervals.
4.3	Payments due prior to practical completion - percentage of the total value of the work etc. <i>(The percentage is 95 per cent unless a different rate is stated.)</i>	100 per cent – no retention ^[15]
4.3	Payments becoming due on or after practical completion - percentage of the total amount to be paid to the Contractor <i>(The percentage is 97^{1/2} per cent unless a different rate is stated.)</i>	100 per cent – no retention ^[15]
4.3 and 4.8	Fluctuations provision <i>(Unless another provision of entry is selected, Schedule 2 applies)</i>	Not applicable
4.3 and 4.8	Percentage addition for Schedule 2 (paragraph 13)(if applicable)	Not applicable
4.8.1	Supply of documentation for computation of amount to be finally certified <i>(The period is 3 months unless a different period is stated.)</i>months ^[15] from the date of practical completion
5.3.	Contractor's Public Liability insurance: injury to person on property – insurance cover – the required level of cover is not less than	£5,000,000.00 for any one occurrence or series of occurrences arising out of one event.
5.4A, 5.4B and 5.4C	Insurance of the Works etc. – alternative provisions ^[8]	Not applicable
5.4A.1 and 5.4B.1.2	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	Not applicable

^[6] Insert 'day', 'week' or other period.

^[7] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clauses 4.3 and 4.4.

^[8] Delete as appropriate.

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

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

7.2	Adjudication ^[9] Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) ^[10] <i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to the adjudication.)</i>	The Adjudicator is the Technology and Construction Solicitors Association
Schedule 1 (paragraph 2.1)	Arbitration ^[11] – appointor of Arbitrator (and of any replacement) ^[12] <i>(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	Not applicable

^[9] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

^[10] Delete all but one of the nominating bodies asterisked.

^[11] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and Schedule 1 (*Arbitration*) apply.

^[12] Delete all but one of the bodies asterisked.

Schedule of Amendments

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

ARTICLES

- Article 3** **Architect/Contract Administrator**
- Delete the words "Contract Administrator" and replace with "Supervising Officer" throughout the entire Agreement.
- Article 7** **Arbitration**
- Delete.
- Article 8** **Legal Proceedings**
- Delete the words "and (where it applies) to Article 7".
- At the end of Article 8 add:
- "and a court or judge thereof shall have jurisdiction to open up, review and revise any decision or opinion or certificate under the Contract. Any reference in the Contract to arbitration or to an arbitrator shall be deleted and substituted with a reference to the English courts or a judge thereof".
- Article 9** **Incorporation of Schedule of Amendments**
- Insert a new Article 9 as follows:
- "The Recitals, Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Schedule of Amendments."

CONDITIONS

- Section 1** **DEFINITIONS AND INTERPRETATION**
- Clause 1.1** Insert new Definitions
- OHSAS 18001 is the internationally recognised assessment specification for occupational health and safety management systems. The assessment specification promotes a safe and healthy working environment by providing a framework that allows organisations to consistently identify and control health and safety risks, reduce the potential for accidents, aid legislative compliance and improve overall performance."
- Safety Schemes in Procurement for which Contractors are required to retain and provided evidence of valid accreditation prior to undertaking the Works. Contractors are required to retain accreditation to a SSIP scheme throughout the duration of the Works."
- Clause 1.2** Add a new sentence at the end as follows:
- "In the case of any inconsistency between the Schedule of Amendments and any other term of this Contract the Schedule of Amendments shall prevail."
- Clause 1.3.6** Insert a new clause 1.3.6

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

Clause 1.5 Delete Clause 1.5 Contracts (Rights of Third Parties) Act 1999

Clause 1.6 Delete Clause 1.6 Notices and other communications

Section 2 CARRYING OUT THE WORKS

Clause 2.1.2 Insert after the first sentence of clause 2.1.2:

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

Clause 2.7 Insert after, "and notify the Parties accordingly" the words:

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

Clause 2.7A Insert a new clause, clause 2.7A as follows:

"Progress

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

Clause 2.9A Insert a new clause 2.9A:

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

2.9A.1 a state in which the Works are (or any Section is) complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works or Section;

2.9A.2 the relevant Statutory Requirements have been complied with and any necessary consents or approvals obtained;

2.9A.3 any stipulations identified by the Contract as being essential for practical completion to take place have been satisfied;

2.9A.4 the health and safety file and all "as built" information and operating and maintenance information required by the Contract and/or the Statutory Requirements to be delivered at practical completion has been so delivered to the Employer;

2.9A.5 The Contractor has obtained a Completion Certificate under Regulation 17 of the Building Regulations in respect of the Works or any Section; and

2.9A.6 The Contractor has complied with its obligations pursuant to Regulation 29 (Energy Performance Certificates) of the Building Regulations

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including the giving of an energy performance certificate and local authority notice pursuant to sub-section (2) of such regulations.”

Clause 2.12 Add new clause 2.12:

“2.12 Materials not to be used

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

- 2.12.1 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
- 2.12.2 that no other substances or materials generally known to be deleterious at the time of use and no other materials or substances which are prohibited by this Contract, or which are in breach of the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC, or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be used by or on behalf of it (unless specifically instructed in writing to the contrary by the Architect/Contract Administrator)."

Clause 2.13 Add new clause 2.13:

2.13.1 Waste and Control Of Pollution

- 2.13.1 The Contractor must at all times comply with the requirements of environmental legislation, including, but not limited to, the Environmental Protection Act 1990, Pollution, Prevention and Control Regulations 2000, Hazardous Waste Regulations 2005, Control of Pollution (Amendment) Act 1989, Environmental Damage (Prevention and Remediation) Regulations 2009 and the Waste (England and Wales) Regulations 2011. The Contractor must be registered with a relevant Regulation Authority (Environment Agency) and be in possession of a valid Certificate of Registration or Certificate of Registration as a Broker of Controlled Waste under the Environmental Protection Act 1990. If the Contractor is to transport waste away from the Site the Contractor must be in possession of a Waste Carriers' Licence which shall be produced to the Employer on request. The Contractor shall produce on request to the Employer details of end destinations of all waste removed from the Site and is responsible for ensuring that all waste is removed to an appropriate permitted facility.
- 2.13.2 A copy of the Contractor's Certificate of Registration referred to in clause 2.13.1 must be provided to the Employer. If the Contractor employs an outside haulage sub-contractor to transport polluted, hazardous or contaminated waste then subject always to clauses 8 'Assignment' of the Appointment, the Contractor shall ensure that his sub-contractor complies fully with the requirements of this clause 2.13. In these circumstances the Contractor himself must be registered as a Broker of Controlled Waste with a relevant Regulation Authority and must hold a Waste Carriers' Licence and must produce his valid Certificate of Registration as a Broker of Controlled Waste and Waste Carriers' Licence to the Employer. Notwithstanding the Contractor being registered as a broker or carrier of waste, the Contractor shall remain fully responsible for the production of waste transfer notes for the movement of Controlled Waste or consignment notes for the removal of Hazardous Waste and the submission of these records to the Employer and the Environment Agency.
- 2.13.3 Proper and complete records of the movement of all consignment notes for Hazardous Waste and all waste transfer notes for the movement of Controlled Waste must be maintained by the Contractor and the Contractor is to provide copies of such records to the Employer with tip receipts to ensure payment of the next instalment of the Contract Sum can be made pursuant to Section 4

and to ensure that the Contractor's and Employer's obligations under environmental legislation are properly discharged.

- 2.13.4 The Contractor must inform the Supervising Officer if at anytime their Waste Carriers Licence is revoked.

Section 3 CONTROL OF THE WORKS

Clause 3.1 Delete clause 3.1 Assignment

Clause 3.2A Insert new clause 3.2A

"Meetings

The Contractor may be required to attend a Pre-Start Meeting at site. The Employer reserves the right to require further meetings dependent on the nature of the Works."

Clause 3.3.3 Insert new clause 3.3.3:

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

Clause 3.4A Insert a new clause, clause 3.4A as follows:

"Works and materials not in accordance with the Contract

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

- (a) stop work, and subsequently to recommence work;
- (b) undertake investigations and tests to determine the Failure and open up any work already performed and to make good the opening up;
- (c) undertake remedial works, including the making good of any defects and the instruction may include specific requirements as to how to make good or repair the defects;
- (d) remove or demolish and/or replace defective work or materials;

provided that an instruction given under this clause shall not entitle the Contractor to an extension of time or to any payment. An instruction under this clause shall not constitute a variation under clause 3.6 or otherwise and is without prejudice to the powers under clause 3.4."

ADDITIONAL CONDITIONS

The following additional conditions shall have effect:

A1 SET OFF AND OTHER REMEDIES

- A1.1** Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.
- A1.2** If the Contractor becomes insolvent so that its covenant is impaired, then without prejudice to any other remedy it may have, the Employer shall be entitled to recover from the Contractor any premiums reasonably incurred to effect insurance (such as inherent defects insurance or other suitable cover) in order to arrange suitable alternative protection.

A2 HEALTH & SAFETY

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

- (a) where the Contractor is also the Principal Contractor appointed under regulation 5(1)(b) of the CDM Regulations to perform the specified duties in regulations 12 to 14 and/or the SWMP Regulations, the Contractor shall comply with the obligations of the Principal Contractor under those regulations including but not limited to as Principal Contractor under the CDM Regulations, ensuring that:
- i. The Construction Phase Plan and health and safety file is prepared, updated and received by the Employer before construction work under this Contract is commenced, and that any subsequent amendment to it by the Contractor is notified to the Employer and the Principal Designer (where appointed); and
 - ii. Welfare facilities comply with Schedule 2 of the CDM Regulations are provided from the commencement of construction work until the end of the construction phase;
- (b) where the Contractor is the Principal Designer appointed under regulation 5(1)(a) of the CDM Regulations to perform the specified duties in regulations 11 and 12 and/or the SWMP Regulations, the Contractor shall comply with the obligations of the Principal Designer under those regulations including but not limited to coordinating health and safety during the pre-construction phase and assisting the Principal Contractor (where not the Principal Contractor) with the preparation of the construction phase plan;
- (c) where the Contractor is also a "designer" as defined under the CDM Regulations, the Contractor shall comply with the obligations of a "designer" under those regulations;
- (d) the Contractor shall co-operate fully with the Principle Designer and the Principal Contractor (if it is not either or both of those people) under the CDM Regulations and the SWMP Regulations;
- (e) the Contractor shall ensure that it allocates adequate resources to enable it to comply with its obligations in this Contract, the CDM Regulations and the SWMP Regulations;
- (f) the Contractor shall co-operate with all other persons involved in the Works as "designers" to consider the prevention of risks and protection of persons who may be exposed to risks,

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

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

A3 ANTI BRIBERY

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

A3.2 Without prejudice to the generality of clause A3.1 the Contractor shall not (whether by act or omission) commit any breach of the Bribery Act 2010 in connection with its activities relating to this Contract nor request that the Employer (whether by act or omission) commit any breach of the Bribery Act 2010 (including, but not limited to, the payment of facilitation payments in order to secure customs clearance for deliveries).

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

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

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

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

A4 THIRD PARTY AGREEMENTS

A4.1 The Contractor shall have regard to any obligations owed by the Employer under any agreement into which the Employer may have entered with a third party including (but not limited to) in relation to the finance, sale or lease of the Works or the Site or any part thereof insofar as copies of the whole or parts of those agreements (excluding matters related to price and payment) have been or will be provided to the Contractor and such agreements or parts are referred to in this clause A4 as “the Third Party Agreements”.

A4.2 The Contractor shall design, carry out and complete the construction of the Works in conformity with the Employer’s obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspections before the certificate of practical completion may be issued.

A4.3 The Contractor undertakes to the Employer that he has performed and shall continue to perform his obligations under this Contract in such manner and at such times that no act, omissions or default of the Contractor or any sub-contractors or sub-

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consultants shall constitute, cause or contribute to any breach by the Employer of any of its obligations under the Third Party Agreements.

A4.4

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

A5

APPROVALS

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

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Homes
England

StdLCiv, July 2019, v4.0
WORKS INSTRUCTIONS

Works Instruction

Document Reference Number	
Instruction Date	
Contract Terms and Conditions	StdLCiv, July 2019, v4.0 Terms and Conditions apply to this appointment

1. Issued by

1.1	Name	
1.2	Contractor Project Contact	Name: Tel: Mobile: Email: Address:
1.3	Contractor Address for Purchase Order if different from 1.2	Address:

2. Supervising Officer

2.1	Name	
2.2	Supervising Officer Contact	Name: Tel: Mobile: Email: Address:

3. The Works

2.1	Site Name	
2.2	Site Location	
2.3	Brief description of general nature of the Work and Site Access Arrangements	
2.4	The Works are those shown and/or described in the enclosed	Drawings, numbered Specification, marked Any other documents, please specify

4. Programme

[Contract Particulars 2.2]

4.1	Date for Commencement of the Works	
4.2	Date for Completion of the Works	

5. Basis of Pricing

5.1	Payment Details	Fees (stating the basis on which each item of Work is to be performed)	
		Fixed Fee	
		Dayworks*	
		Other Rates Please State	

* The Contractor provides that daywork labour rates shall be given by way of all-in hourly rates (inclusive of incidental costs, overheads and provide) in a Schedule of Hourly Charges and provides for a percentage to be added to the cost of materials

6. Time of Payment(s)

6.1	The Contract Price is to be paid	by a single payment on completion of the Works	Yes		No	
		By instalments stated below on completion of the following stages	Stage		Payment	
6.2	Address for Invoices					

7. Rectification

[Contract Particulars 2.10]

7.1	Rectification Period <i>Period is 3 months unless a different period is stated here</i>	
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8. Computation

[Contract Particulars 4.8.1]

8.1	Supply of documentation for computation of amount finally certified <i>Period is 3 months unless a different period is stated here</i>	
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9. Additional Clauses

9.1	Additional Clauses <i>Please state any additional clauses which apply to the Works</i>	
-----	---	--

10. Enclosed Documentation

10.1	Documentation listed has been enclosed as part of this Invitation to Tender (Delete/amend as appropriate)	<ul style="list-style-type: none"> * the enclosed Drawings * the enclosed Specification * the enclosed Pricing Schedule * the Site Risk Assessment * the Site Rules for Visitors to Homes England Category 1 Sites * the Site Access Request Form * specify any other descriptive documents provided to the Contractor
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11. Tender Return

Completed tender documentation shall be returned as follows

11.1	Name	
11.2	at (Address)	
11.3	Date and Time	



Homes
England

StdLCiv, July 2019, v4.0

WORKS SCHEDULE

INSTRUCTIONS FOR COMPLETION

- 1 The Terms and Conditions of the '**Homes England Contract Particulars for Light Civils Works [StdLCiv, July 2019, v4.0]**' apply to these Works, alongside Works Instruction, listed Contract Drawings and/or other supported material.
- 2 The Works Schedule for the Quotation is presented digitally within individual worksheets. Each worksheet can be accessed using the relevant 'Tabs' at the bottom of the screen. You can navigate across the 'Tabs' using the arrows in the bottom left hand corner.
- 3 The supplier should complete all boxes highlighted in **Blue**. Where suppliers enter information on rates, this will automatically multiply out by the specified quantity and be carried through to the 'Final Total Tab'.
- 4 If no entry is to be made the supplier should insert 'included' or 'not required' as appropriate. All entries made by the supplier should be to **TWO DECIMAL PLACES ONLY**.
- 5 The supplier must take forward the 'Final Total' from the 'Final Total Tab' to the Form of Tender. The Form of Tender must be signed and returned as part of his Tender submission.
- 6 All rates are exclusive of VAT



SCHEDULE OF WORKS - PRELIMINARIES

Ref.	DESCRIPTION OF ITEM	QTY	UNITS	Rate £	Amount £
Please refer to relevant Documents/Contract Drawings if applicable					
Site Setup					
A	Other To Add/Delete as relevant	1	item	£0.00	£0.00
B	Other To Add/Delete as relevant	1	item	£0.00	£0.00
C	Other To Add/Delete as relevant	1	item	£0.00	£0.00
D	Other To Add/Delete as relevant	1	item	£0.00	£0.00
E	Other To Add/Delete as relevant	1	item	£0.00	£0.00
F	Other To Add/Delete as relevant	1	item	£0.00	£0.00
			PR1	To Collection £	£0.00



Homes
England

PLANNED WORKS
SITE NAME [PLEASE ADD]

Item	Description of Item	Units	Approx Quantity	UNIT RATE £ p	AMOUNT £ p
Please refer to relevant Documents/Contract Drawings if applicable					
Add title here					
A.1	Add description of works required here	m ²	1	£0.00	£0.00
A.2	[to add]	[to add]	1	£0.00	£0.00
A.3	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.4	Add description of works required here	m ²	1	£0.00	£0.00
A.5	[to add]	[to add]	1	£0.00	£0.00
A.6	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.7	Add description of works required here	m ²	1	£0.00	£0.00
A.8	[to add]	[to add]	1	£0.00	£0.00
A.9	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.10	Add description of works required here	m ²	1	£0.00	£0.00
A.11	[to add]	[to add]	1	£0.00	£0.00
A.12	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.13	[to add]	[to add]	1	£0.00	£0.00
A.14	[to add]	[to add]	1	£0.00	£0.00
A.15	[to add]	[to add]	1	£0.00	£0.00
PW1					
Total Carried Forward to Final Summary Sheet				To Collection £	£0.00



Homes
England

PLANNED WORKS
SITE NAME [PLEASE ADD]

Item	Description of Item	Units	Approx Quantity	UNIT RATE £ p	AMOUNT £ p
Please refer to relevant Documents/Contract Drawings if applicable					
Add title here					
A.1	Add description of works required here	m ²	1	£0.00	£0.00
A.2	[to add]	[to add]	1	£0.00	£0.00
A.3	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.4	Add description of works required here	m ²	1	£0.00	£0.00
A.5	[to add]	[to add]	1	£0.00	£0.00
A.6	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.7	Add description of works required here	m ²	1	£0.00	£0.00
A.8	[to add]	[to add]	1	£0.00	£0.00
A.9	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.10	Add description of works required here	m ²	1	£0.00	£0.00
A.11	[to add]	[to add]	1	£0.00	£0.00
A.12	[to add]	[to add]	1	£0.00	£0.00
Add title here					
A.13	[to add]	[to add]	1	£0.00	£0.00
A.14	[to add]	[to add]	1	£0.00	£0.00
A.15	[to add]	[to add]	1	£0.00	£0.00
PW2					
Total Carried Forward to Final Summary Sheet				To Collection £	£0.00



Homes
England

DAY RATES
SITE NAME [PLEASE ADD]

ITEM No.	Description	UNIT	Duration 1 Hour	Duration 1/2 Day	Duration 1 Day
Machinery					
	Hiring of small mechanical sweeper with driver	£	£0.00	£0.00	£0.00
	Removal of large areas of graffiti - supply labour and chemicals for graffiti removal	£	£0.00	£0.00	£0.00
	Removal of fly tipped material 1 x 8t load	Per occasion	£0.00	£0.00	£0.00
	Remove of fly tipped material from site and dispose at licensed tip	Per occasion	£0.00	£0.00	£0.00
Labour Normal Day Rate					
	Working foreman/supervisor	£	£0.00	£0.00	£0.00
	Skilled Gardener	£	£0.00	£0.00	£0.00
	Labourer	£	£0.00	£0.00	£0.00
	Driver	£	£0.00	£0.00	£0.00
	Vehicle van/pick up	£	£0.00	£0.00	£0.00
Emergency Call Out					
	Out of hours call out rate for supervisor	£	£0.00	£0.00	£0.00
	Out of hours call out rate for driver/labourer	£	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00
			DR1	DR2	DR3



Homes
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FINAL TOTAL

Item	Page no.	
Prelims	2 of 6	
PR1		£0.00
Fixed Fee	3 of 6	
PW1		£0.00
Fixed Fee	4 of 6	
PW2		£0.00
Day Rates	5 of 6	
DR1		£0.00
DR2		£0.00
DR3		£0.00
Contingency Sum		£0.00
Final Total		£0.00
To be Transferred to Form of Tender		£0.00

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