INVITATION TO TENDER FOR AN EXTENSION OF EXISTING WC BLOCK AT LINTON FALLS CAR PARK, TO PROVIDE A DISABLED WC

CLOSING DATE: NOON *20TH NOVEMBER 2026*

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Yorkshire Dales National Park Authority
Yoredale
Bainbridge
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DL8 3EL

Telephone: 0300 456 0030
Contact e-mail: jon.tighe@yorkshiredales.org.uk

SECTION 1: THE INVITATION TO TENDER

1. Background

1.1 The Yorkshire Dales National Park covers an area of around 841 sq miles with a resident population of 23,600 and attracting over 5 million visitor days each year.

1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see www.yorkshiredales.org.uk

2. What is required

2.1 The Authority wishes to award a contract for the extension of existing WC block at Linton Falls car park, Church Road, Linton, Skipton, BD23 6BQ, to provide a Disabled WC in compliance with British Standard 'BS 8300-2:2018' for the design of buildings and their approaches to meet the needs of disabled people.

2.2 The contracts will run between 27th November 2026 and **31 March 2027**.

2.3 The Authority estimates that the value of these goods /works is a below-threshold contract for the purposes of the Procurement Act 2023.

2.4 Tenders are being sought on the basis of an all-inclusive fixed sum.

2.5 By submitting a tender a bidder agrees and accepts the terms of this Invitation To Tender.

3. Evaluation

3.1 Due to the regional cultural nature of the stone buildings in the Yorkshire Dales, only contractors based in the geographic region of Airedale and Wharfedale within the Craven area of Yorkshire, England, can submit quotes for this procurement.

3.2 The Authority will select the most advantageous quotation (using a price: quality ratio of 60:40 considering the following principal factors:

(a) compliance with quotation documentation
(b) quotation rates and prices
(c) quotation submission on the approach to delivering the service/works (Quality Criteria)
(d) references

3.3. **Quality criteria submission requirements and evaluation methodology**

3.3.1 Potential suppliers are required to provide responses to the Quality Criteria Questions set out in **Section 3.**

3.3.2 In relation to the Quality criteria, each question response will be scored in application of the following scoring scale:

Scoring Scale	Commentary
0	Completely fails to meet requirements or does not provide a proposal.

1	Proposal significantly fails to meet the requirements, contains significant shortcomings or is inconsistent with other proposals in the Bidder's submission.
2	Proposal falls short of achieving requirements in a number of identifiable respects.
3	Proposal meets the requirements in most material respects but is lacking or inconsistent in others.
4	Proposal meets the requirements to a good standard in all material respects and gives confidence in the ability to meet the requirements.
5	Proposal meets the requirements to an exceptional standard in all material respects and gives highest confidence in the ability to meet the requirements.

3.4 The Authority does not bind itself to accept any quotation, but every effort will be made to reach a decision on the award of contracts before 27th November 2026.

4. Best Value

4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful Tenderer will be required to provide the works in accordance with this principle and be expected to demonstrate how this is being achieved.

5. Freedom of Information, Data Protection and Confidentiality

5.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and submission of a Tender does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any bidder.

5.2 Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the bidder shall on request take all reasonable steps to assist the Authority in complying with the request in accordance with such legislation.

5.3 Where the Authority is being asked to disclose information provided by a bidder we would normally consult the bidder before deciding whether to release the information but the Authority is not required or bound to do so. Any decision to disclose information or apply any exemption to disclosure under either the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 is the decision of the Authority at its absolute discretion.

5.4 Bidders shall comply with their obligations under the UK General Data Protection Regulation and the Data Protection Act 2018 in respect of any personal data disclosed by the Authority or provided to the Authority by a bidder, and in particular bidders must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.

5.5 Any information or data provided by the Authority to the bidders shall remain at all times the property of the Authority.

5.6 The bidder shall indemnify the Authority for any breach of the legislation above which renders the Authority liable for any costs, fines, claims or expenses however arising.

5.7 This Invitation to Tender and any other documents subsequently issued (or previously issued) by the Authority as part of this procurement are issued to bidders on a confidential basis and should not be disclosed. All such documents should not be copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabled the bidder to respond to the procurement process. No publicity regarding this procurement process or the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents, any ongoing dialogue between the Authority and a bidder or any proposals relating to it, without the Authority's prior written consent.

7. Canvassing etc

7.1 The Authority reserves the right to reject or disqualify any Tenderer who canvasses any Member or officer of the Authority, whether directly or indirectly, relating to the award of this contract.

7.2 If the Tenderer:

(a) fixes or adjusts the amount of the tender by arrangement with any other person; or

(b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or

(c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or

(d) offers or pays any sum of money to any person to induce such a person to accept the tender,

then the Authority reserves the right to reject or disqualify the Tenderer. By participating in this procurement process, bidders accept that the Authority shall have no liability where rejecting or disqualifying a Tenderer/their bid.

8. Disclaimers

8.1 While the information contained in this invitation to tender is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this invitation to tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

8.2 If a Tenderer proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract (as and when finally executed), subject to the limitations and restrictions specified in it.

8.3 Neither the issue of this invitation to tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

8.4 The Authority reserves the right to:

8.4.1 Waive or change the requirements of this invitation to tender from time to time without prior (or any) notice being given by the Authority.

8.4.2 Seek clarification in respect of any part of a Tenderer's submission.

8.4.3 Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.

8.4.4 Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this invitation to tender.

8.4.5 Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender or the tender process.

8.4.6 Reject a Tender that is abnormally low.

8.4.7 Withdraw this invitation to tender at any time, or to re-invite Tenders on the same or any alternative basis.

8.4.8 Choose not to award any contract as a result of the current procurement process or to abandon that process.

8.4.9 Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

8.4.10 Disqualify any Tenderer who fails to submit their tender by the deadline;

8.4.11 Disqualify any Tenderer who submits a tender which contains gaps, omissions, misrepresentations, errors, uncompleted sections, and/or changes to the format of the Invitation to Tender provided.

8.4.12 Disqualify any Tenderer who submits a tender which contains any caveats or any other statements or assumptions qualifying the tender that are not capable of evaluation in accordance with the Authority's published evaluation model or requiring changes to any documents issued by the Authority in any way.

8.4.13 Disqualify any Tenderer who submits a tender which contains any alterations or additions to any documents issued by the Authority forming part of this Invitation to Tender.

8.4.14 Disqualify any Tenderer who commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

8.4.15 Disqualify any Tenderer who fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest.

8.5 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority or where a bidder is disqualified/rejected by the Authority in accordance with this ITT.

9. Disability Confident

9.1 The Authority is a Disability Confident Employer. Disability Confident is a national scheme to support employers to make the most of the talents people with disabilities can bring to the workplace. This means that we are committed to employing, supporting and promoting people with disabilities in the workplace. We would like to encourage all of our suppliers and partners to be disability confident employers.

SECTION 2: HOW TO TENDER

Site Visits

Site visits for Tenderers can be booked in by contacting jon.tighe@yorkshiredales.org.uk. YDNPA and other relevant party representatives will be present to explain the project and answer questions. All Tenderers are advised to attend site visits and any questions raised will be addressed and relevant information distributed to all Tenderers after the site visit.

2.1 You should only complete the tender after you have read and fully understood all the contract documents.

2.2 Once a tender has been accepted, no allowance can be made for any errors, omissions or misjudgments in tendering.

2.3 Bids are deemed to be inclusive of all overheads and expenses and are exclusive of VAT.

2.4 Before you complete the tender, please ensure that you understand clearly what the Authority's requirements are about the price base of the Contract and its duration.

2.5 If you have any doubt at all on how to complete the tender, please contact procurement@yorkshiredales.org.uk. Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period, and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.

2.6 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.

2.7 Tenderers must submit with their tender:

(i) a certificate signed by their insurance company or agents to the effect that the Tenderer carries the insurance required under the Contract Conditions

(ii) details of three referees, two trade and one financial. The Authority will contact all referees as part of the tender evaluation process.

(iii) if a Tenderer is an agent, details of its principal.

Compliance with Tender Documents

2.8 Tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.

2.9 If a Tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply with its requirement by, for example, being made on the basis of the Tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.

2.10 By submitting a Tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the Contract Conditions without further negotiation or amendment. If, and only if, the terms of the Contract Conditions render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with Paragraph 2.14 and the Authority will consider whether any amendment to the Contract Conditions are required. Any amendments agreed by the Authority shall be published and shall apply to all Tenderers. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

2.11 Tenderers must complete and sign the Tender Form (**Section 3**). **Where a Tenderer is an individual, the Tender Form must be signed by that individual; where the Tenderer is a partnership the Tender Form must be signed by two authorised partners, and where a**

Tenderer is a company, two directors or a director and secretary should sign the Tender Form. All signatories must be authorised to sign on the Tenderer's behalf.

Where to send Tenders

2.12 Electronic tenders should be sent to procurement@yorkshiredales.org.uk with the title box stating: "TENDER FOR AN EXTENSION OF EXISTING WC BLOCK AT LINTON FALLS CAR PARK, TO PROVIDE A DISABLED WC 20th NOVEMBER 2026". The deadline date for submitting tenders is 12 noon on 20TH November 2026. You will receive an immediate automatic confirmation of receipt; **if this is not forthcoming, please check your SPAM, or contact the officer named on the front of this Invitation to Tender.** THIS IS THE PREFERRED METHOD**.**

Clarifications

2.14 Any clarifications relating to the contract documents should be addressed to the Authority at the contact details as shown on the front cover page of this Invitation to Tender.

(a) If the Authority considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Tenderers. Tenderers are wholly responsible for reading messages issued by the Authority in a timely manner.

(b) If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be published to all Tenderers in an anonymous form.

2.15 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

Contract award

2.16 The Authority may award a Contract on the basis of a Tender submitted in accordance with this Invitation to Tender. The Contract award is subject to the formal approval process of the Authority

2.17 Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision.

Conflicts of interest

2.18 Tenderers are responsible for ensuring no conflicts of interest exist between the Tenderer, their advisers and their respective staff, and the Authority, its advisers and their respective staff. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority. If any conflict of interest or potential conflict of interest between the Tenderer, their advisers, the Authority, the Authority's advisers, or any combination thereof becomes apparent to the Tenderer, they shall inform the Authority immediately. In such circumstances, the Authority shall, at its sole, explicit, and absolute discretion, decide on the appropriate course of action. If the Authority becomes aware of any conflict of interest that a Tenderer has not declared to the Authority, they may be disqualified from the procurement process.

SECTION 3: THE TENDER

TO: Yorkshire Dales National Park Authority

3.1 We tender (and hereby offer) to provide the Works in accordance with the details set out in this tender. This offer will remain open for 60 days from the submission deadline date.

3.2 We agree and acknowledge that:

(a) our tender constitutes an offer to provide the Goods and/or Services and that by submitting a tender we accept the contractual terms detailed within the Invitation to Tender; and
(b) notwithstanding that the Authority may select our tender, there will be no binding contract between us and the Authority until such time as the formal agreement is signed by both parties and dated.

3.3 We confirm that the prices set out in this tender, as below, exclude VAT.

3.4 We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.

3.5 We certify that we have not done, and we agreed not to do at any time before the tender closing date, any of the following:

(a) informed anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
(b) entered into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
(c) offered to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

3.4 We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the invitation to tender.

Signed ……

Position ……

Signed ……

Position ……

On behalf of ……..

Address …… ……

……..

……..

Contact Name ……..

Tel ……..

E-mail ……..

PRICE 60%

Please note, this project must be completed by the 31st March 2027.

Preliminaries	£
Schedule of Works	£
TOTAL	**£**

QUALITY [40%]

(i) Employee Experience

Please provide details of the relevant experience and qualifications of those employees who will be involved in provision and management of the service under this contract.

(ii) Experience of Providing Similar Services

Please outline your experience of providing services the same as or similar to those required by the Authority and how you will deploy that experience in delivering this contract.

Please provide details of services you have provided to another body, and demonstrate how this shows the quality of your services and will be deployed under this contract.

The stone buildings in the Yorkshire Dales are of a specific regional nature, and we need references and examples of similar projects you have been involved in with this type of material.

(iii) Sustainability

Please outline where you will source local materials, and the location of your office or workshop base. We aim to limit distance between project location and contractor base to reduce mileage.

Due to the regional cultural nature of the stone buildings in the Yorkshire Dales, only contractors based in the geographic region of Airedale and Wharfedale within the Craven area of Yorkshire, England, can submit quotes for this procurement.

SECTION 4: THE SPECIFICATION

See additional documents;

- ***2. Linon Falls Schedule of Works***
- ***3. Linton Falls drawing pack***
- ***4. Linton Falls Construction Notes***

Please note, these projects must be completed by the 31st March 2027.

NB: The Construction, Design and Management (CDM) Regulations stipulate that any practical work undertaken, no matter how small, needs a pre-construction phase checklist carried out.

For the purposes of the CDM 2015 Act and Building Safety Act 2022 the following roles have been appointed for this project:

(a) Client – Yorkshire Dales National Park Authority
(b) Principal Designer – the Architect (Align Properties Ltd)
(c) Principal Contractor – the Contractor

APPENDIX A

THE AGREEMENT

Dated

This **Agreement** is between:

Yorkshire Dales National Park Authority of Yoredale, Bainbridge, Leyburn, North Yorkshire, DL8 3EL (the **"Authority"**); and

[Contractor name] (company number: []) with registered address [] (the "**Contractor**"),

for the works at the Site as more specifically detailed in the Specification (the **"Works"**).

The Contractor shall supply the solar batteries and carry out the Works for the Contract Sum and in accordance with the Terms and Conditions at Schedule 1 and the Specification at Schedule 2 to this Agreement, the parties agree that the following terms set out in the Contract Particulars below shall be defined and incorporated into the Terms and Conditions at Schedule 1 as follows:

Contract Particulars	
Best Environmental Practice	best practice generally as followed by contractors skilled and experienced in carrying out works on environmental sites and shall be deemed to include (as a minimum) compliance with all or any applicable law including common law, statute, civil code, statutory guidance, or by-law in each case which has as its purpose or effect the protection of the environment and if, applicable, any agri-environment scheme.
Commencement Date	27th November 2026
Completion Date	31st March 2027
Consents	any planning permissions relating to the Works, approval of reserved matters and all details pursuant thereto, building regulation approval, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to the Statutory Requirements or otherwise to the carrying out of the Works (including for the avoidance of doubt any making good of any defects) and if they are destroyed or damaged, the reinstatement of the Works.
Contract Administrator	Jon Tighe, Estates Manager of the Authority, or such other person as the Authority nominates and notifies to the Contractor.
Contractor's Design Documents	all drawings, plans, models, specifications, reports, calculations, charts, diagrams, sketches (including without limitation any such items retained on or in any computer software or other electronic medium) and other works prepared conceived or developed by or on behalf of the Contractor (including by any sub-contractors) in the course of or as a result of carrying out the Works whether in existence or to be made or produced and including all amendments, additions and all designs, ideas, concepts, and inventions contained in them.
Contractors Design Portion	1. The Contractor shall review the Architect's drawings, specifications, and layout designs provided by the Employer. The Contractor shall be fully responsible for the design development, detailing, and execution of all construction elements required to translate the Architect's drawings into the completed Works. Any design modifications, detailed site drawings, or construction decisions made by the Contractor to execute the project shall be the sole responsibility of the Contractor.

<table>
<tr><td></td><td>2. In executing any design development, detailing, or material selection, the Contractor warrants that they will exercise the standard of reasonable skill, care, and diligence to be expected of a competent, qualified, and experienced building contractor or specialist designer performing works of a similar scope, nature, and complexity. All such decisions must align with current good industry practice, relevant British Standards, and Building Regulations.
3. The Contractor shall immediately notify the Employer in writing if they discover any fault, error, omission, or inconsistency in the Architect's drawings. If the Contractor proceeds to execute a design decision or detail based on an error they knew—or reasonably ought to have known—existed without notifying the Employer, the Contractor shall be solely liable for the rectification and consequences of that design decision.</td></tr>
<tr><td>Contract Sum</td><td>£[] exclusive of VAT</td></tr>
<tr><td>Insurance Policies</td><td><table><tr><th>Insurance</th><th>limit of indemnity</th></tr><tr><td>Employer’s Liability</td><td>£10,000,000</td></tr><tr><td>Public Liability</td><td>£5,000,000</td></tr><tr><td>Professional Indemnity</td><td>£2,000,000</td></tr></table></td></tr>
<tr><td>Payment</td><td>The Contractor shall be entitled to apply for payments on an interim valuation basis in accordance with clause 9.4</td></tr>
<tr><td>Interim Valuation Date</td><td>Interim valuation payments - the last day of each month</td></tr>
<tr><td>Milestones</td><td>not applicable</td></tr>
<tr><td>Liquidated Damages</td><td>not applicable</td></tr>
<tr><td>Principal Contractor</td><td>The Contractor for the purposes of the CDM Regulations.</td></tr>
<tr><td>Principal Designer</td><td>The Architect for the purposes of the CDM Regulations.</td></tr>
<tr><td>Rectification Period</td><td>12 months from the date of practical completion of the Works as certified by the Contract Administrator pursuant to clause 5.1.</td></tr>
<tr><td>Sites</td><td>Linton Falls car park, Church Road, Linton, Skipton, BD23 6BQ</td></tr>
<tr><td>Specification</td><td>the Specification at Schedule 2 to this Agreement.</td></tr>
<tr><td>Specified Peril</td><td>fire, lightning, explosion, storm, flood, escape of any water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion.</td></tr>
<tr><td>Statutory Requirements</td><td>any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Agreement and any regulation or bye-law of any local authority or statutory undertaker with regard to the Works or with whose systems the Works are, or are to be, connected.</td></tr>
<tr><td>Terms and Conditions</td><td>the terms and conditions at Schedule 1 to this Agreement</td></tr>
</table>

Schedule 1 - Terms and Conditions

1.0 Interpretation

1.1 In these terms and conditions unless the context otherwise requires:

1.1.1 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or other instrument as amended, supplemented, substituted, novated or assigned from time to time;

1.1.2 all references to any statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended consolidated or replaces by the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision.

2.0 The Works

2.1 The Contractor shall be given access to the Site on the Commencement Date.

2.2 The Contractor shall carry out and complete the Works in a proper and workmanlike manner, in accordance with good building practice and in compliance with the Consents, the Specification and Statutory Requirements and shall give all notices required by the Statutory Requirements.

2.3 The Contractor shall be fully responsible in all respects for any design required as part of the Contractor's Design Portion (as applicable). The Contractor shall, if applicable, carry out and complete the Contractor's Design Portion in accordance with the Specification and using all the reasonable skill, care and diligence to be expected of a qualified and experienced architect experienced in designing works of a similar character, scope and complexity as the Works.

2.4 These Terms and Conditions shall apply to the Works from the date the Contractor starts the Works. Any of the Works undertaken prior to the date of this Agreement shall be deemed to have been undertaken pursuant to and shall be governed by this Agreement.

2.5 The Contractor shall ensure that any materials used in the project are to the highest environmental standards and shall comply with the Best Environmental Practice. The Contractor further warrants that it has not and shall not specify, use, authorise, cause or allow to be used in the Works any products or materials which:

2.5.1 do not conform with UK Designated Standards (where appropriate) or Codes of Practice (or where no such standard exists do not conform with a British Board of Agrément Certificate); and/or

2.5.2 are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; and/or

2.5.3 do not comply with the guidance set out in "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices'.

2.6 The Contractor will immediately notify the Authority if it becomes aware of any proposed or actual specification and/or use in the Works of any products and/or materials which do not comply with clause 2.5.

2.7 The Contractor shall provide to the Authority all information that they reasonably request regarding the environmental impact of the supply and use of materials and goods which the Contractor selects**.**

2.8 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied itself before the date of this Agreement or commencing the Works (whichever is the earlier) as to the nature of the ground, the sub-surface conditions and sub-soil (including services and other obstructions), the form and nature of the Site, the extent, nature and difficulty of the work and materials necessary for the completion of the Works, the means of communication with and restrictions of access to the Site, the accommodation that may be required, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Works. The Contractor shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter.

2.9 The Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works and shall issue all certificates required by these Terms and Conditions. The Contractor shall comply with any instructions given to it by the Contract Administrator.

2.10 If the Contractor unreasonably fails to comply with an instruction pursuant to clause 2.9, the Authority may engage other persons to execute work of any kind that may be necessary to give effect to that instruction. The Contractor shall be liable for the cost of these works incurred by the Authority and an appropriate deduction may be made from the Contract Sum or any monies otherwise due to the Contractor and any shortfall shall be due to the Authority from the Contractor as a debt.

3.0 Variations

3.1 The Contract Administrator may without invalidating the Agreement issue instructions requiring an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out (a "**Variation**") including (if applicable) instructions effecting changes in the Specification that necessitate an alteration or modification of the Contractor's Design Portion.

3.2 Before carrying out a Variation, the Contractor and the Contract Administrator shall agree a price.

4.0 Delay

4.1 If it becomes apparent that the Works will not be completed by the Completion Date or as later fixed under this clause 4.1, the Contractor shall within 5 days of it becoming apparent (or ought to have become apparent to a competent contractor) notify the Contract Administrator. Where that delay occurs due to a Relevant Event (as defined at clause 4.3), the Contract Administrator, as soon as they are able to estimate the length of the delay, if any, to the Works, shall by notice give a fair and reasonable extension of time for completion of the Works. For the avoidance of doubt, the Contractor's sole and exclusive remedy for any delay to the progress of the Works or any additional costs or expenses arising directly or indirectly in relation to compliance by the Contractor with this Agreement shall be pursuant to this clause 4.1 and the Contractor shall have no entitlement to any additional cost, damage, loss and expense or any other increase in the Contract Sum.

4.2 If the Works are not completed by the Completion Date or as later fixed under clause 4.1 the Authority may require the Contractor to pay or allow to the Authority Liquidated Damages at the rate defined in the Agreement between such Completion Date and the date of practical completion. The Authority may deduct the Liquidated Damages referred to in this clause from any sum due to the Contractor under this Agreement (providing a notice of deduction has been given) or recover those damages from the Contractor as a debt.

4.3 The following are Relevant Events referred to in clause 4.1, except to the extent any such event is caused or contributed to by any default, whether by act or omission, of the Contractor or any person engaged by the Contractor:

4.3.1 a Variation;

4.3.2 where access to the Site is not granted in accordance with clause 2.1;

4.3.3 any impediment, prevention or default, whether by act or omission, by the Authority;

4.3.4 the carrying out by a statutory undertaker of work in pursuance of its statutory obligations in relation to the Works, or the failure to carry out such work provided that the Contractor shall have supplied and diligently pursued any information required, placed any necessary orders and otherwise performed his obligations under this Agreement in respect of such work as soon as reasonably practicable after the date of this Agreement so as not to delay or disrupt the statutory undertaker in relation to such work;

4.3.5 weather conditions which the Met Office records in the area nearest the site say are exceptionally adverse for that time of year;

4.3.6 loss or damage occasioned by any Specified Peril;

4.3.7 civil commotion or the use or threat of terrorism and/or activities of the relevant authorities in dealing with such event or threat;

4.3.8 strike, lockout or local combination of workmen affecting any trade employed on the Works or engaged in the preparation, manufacture or transportation of any of the goods or materials required for them save where such events arise upon the site or concern the Contractor's employees and do not arise out of or in connection with a national labour dispute; and

4.3.9 force majeure.

4.4 Notwithstanding any other provision of this Agreement, the Contractor shall not become entitled to any extension of time for completion of the Works or any part of the Works on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or of any of the Contractor's sub-contractors or suppliers or of any of their employees or agents.

5.0 Completion

5.1 The Contract Administrator shall certify the date when in their opinion the Works have reached practical completion and the Contractor has complied sufficiently with its obligations in this Agreement, save for any minor items of any incomplete works or minor defects the existence, completion or rectification of which will not prevent or interfere with the use and enjoyment of the Works and any such items shall be made good by the Contractor within the timeframe specified by the Authority or, if no timeframe is specified, within 14 days. If the Contractor fails to comply with its obligations under this clause 5.1, the Authority may apply its rights and remedies in clause 6.4.

6.0 Defect Rectification

6.1 The Contractor shall put right any defects, shrinkages or other faults in the Works which appear during the Rectification Period. The Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

6.2 Subject (as required) to reasonable access having been granted (at the Contractor’s request) to the Contractor by the Authority or any relevant occupier (as applicable), any defects, shrinkages and other faults are to be made good by the Contractor at no cost to the Authority and unless the Authority shall otherwise instruct within 14 days of notification pursuant to clause 6.1, provided always that where the Contract Administrator states in their notification that, in their opinion, any such defect, shrinkage or other fault presents urgency, the Contractor shall make good any matter notified under clause 6.1 within such period of time as specified by the Contract Administrator as the circumstances require.

6.3 When in the opinion of the Contract Administrator the Contractor's obligations under clauses 6.1 and 6.2 have been discharged the Contract Administrator shall forthwith issue a certificate specifying the date they were discharged.

6.4 In the event that the Contractor fails to make good any defect notified under clause 6.1 within 28 calendar days or clause 5.1, the Authority may engage another contractor to complete the outstanding works. The cost of these works together with the reasonable additional fees of the Contract Administrator will be deducted from any monies otherwise due to the Contractor by the Authority under this Agreement or any other agreement entered between the Contractor and the Authority, and any shortfall shall be due to the Authority from the Contractor as a debt.

7.0 Assignment and Sub-Contracting

7.1 The Contractor shall not without the Contract Administrator's written consent sub-contract the whole or any part of the Works and/or (if applicable) any design work for the Contractor's Design Portion. In no case shall any consent or any sub-contracting release or diminish the Contractor's liability under this Agreement or in any way affect the Contractor's obligations under any other provision of the Agreement.

7.2 The Contractor shall not, either legally or in equity, assign, charge, transfer, factor (including as part of a debt factoring or similar arrangement) or otherwise make over this Agreement or any part thereof or any of its obligations or liabilities without the prior written consent of the Authority.

7.3 The Authority may assign the benefit of this Agreement (whether in whole or in part) at any time to any person.

8.0 CDM Regulations

8.1 Each party undertakes to the other that in relation to the Works and Site they will duly comply with applicable Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**"). In particular and without limitation:

8.1.1 where the Contractor is not Principal Designer, the Authority shall ensure that the Principal Designer carries out their duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out their duties under the CDM Regulations;

8.1.2 where the Contractor is and while they remain the Principal Designer, they shall comply with the duties of a Principal Designer and shall without charge prepare, and deliver to the Authority, the health and safety file and the Contractor hereby agrees to indemnify and indemnifies the Authority against all costs, expenses, proceedings and/or claims howsoever arising as a result of non-compliance by the Contractor of his obligations under this clause 8.1.2;

8.1.3 the Contractor shall comply with their duties under the CDM Regulations, including regulations 8 to 10 and 15 and, where they are the Principal Contractor, with regulations 12 to 14 of the CDM Regulations and the Contractor hereby agrees to indemnify and indemnifies the Authority against all costs, expenses, proceedings and/or claims howsoever arising as a result of non-compliance by the Contractor of their obligations under this clause 8.1.3;

8.1.4 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with their duties under the CDM Regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Authority and shall not entitle the Contractor to an extension of time.

9.0 Payment

9.1 The Contract Sum is exclusive of VAT and in relation to any payment to the Contractor under this Contract, the Authority shall in addition pay the amount of any VAT properly chargeable in respect of it.

9.2 If the Authority is or at any time up to the payment of the final certificate in accordance with clause 9.11 becomes a "contractor" for the purpose of the Construction Industry Scheme ("**CIS**"), their obligation to make any payment under the Agreement is subject to the provisions of the CIS.

9.3 If the Contract Particulars state that the Contractor shall be paid on a milestone payment basis, the Contract Sum shall be paid in instalments for each completed Milestone in accordance with this clause 9.3 and clauses 9.5 to 9.12. A Milestone shall be considered complete where:

9.3.1 the Milestone is completed in accordance with the Specification and the terms of this Agreement;

9.3.2 the Milestone is in a condition to be signed off by the Contract Administrator; and

9.3.3 the Contractor has provided all necessary documentation and certifications related to the Milestone.

The Contractor shall submit a written application for payment for each Milestone completed in accordance with this clause 9.3 to the Contract Administrator stating the sum that the Contractor considers to be due to him at the relevant due date in accordance with clause 9.5 and the basis on which that sum has been calculated.

9.4 If the Contract Particulars state that the Contractor shall be paid on an interim valuation basis then, where at the date of this Agreement (after adjustment for the effects of any relevant Variations) the duration of Works is estimated to be 45 days or more, the Contractor may not later than any subsequent Interim Valuation Date or, in the case of the Final Payment (as defined at clause 9.10), may at any time prior to issue of the final certificate in accordance with clause 9.11 make an application to the Contract Administrator, stating the sum that the Contractor considers to be due to him at the relevant due date in accordance with clause 9.5 and the basis on which that sum has been calculated in accordance with the Contract Sum Analysis.

9.5 During the period up to the due date for the Final Payment (as defined at clause 9.10), the due dates for interim payments to the Contractor shall in each case be the date 7 days after the relevant Interim Valuation Date. Not later than 5 days after each date the Contract Administrator shall issue an interim certificate of what he considers to be the total value at the due date of:

9.5.1 work properly executed, adjusted where relevant for any amounts ascertained or agreed under clause 3.2 or clause 9.9 and in accordance with the Contract Sum Analysis (if applicable); and

9.5.2 materials and goods reasonably and properly brought on to the Site for the purpose of the Works that are adequately protected against weather and other casualties;

in both cases calculated as at the Interim Valuation Date less the total of sums stated as due to the Contractor in previous interim certificates, any sums paid in respect of any payment notice given by the Contractor after the issue of the latest interim certificate and, if applicable, any deduction under clauses 2.10 and 4.2. The certificate shall state the sum due from the Authority and the basis on which that sum has been calculated, including the amount of each adjustment. The final date for payment of each interim payment shall be 21 days from its due date.
Payments – amounts and notices

9.6 Subject to any notice given by the paying party under clause 9.7, the paying party shall pay the sum stated as due in the relevant certificate on or before the final date for payment under clause 9.5 or clauses 9.10 to 9.12.

9.7 Where:

9.7.1 the Authority intends to pay less than the sum stated as due from him in a certificate or, where applicable, the Contractor's payment notice; or

9.7.2 if the final certificate in accordance with clause 9.11 shows a balance due to the Authority, the Contractor intends to pay less than the sum stated as due,

the party by whom the payment is stated to be payable shall not later than 5 days before the final date for payment give the other party notice of that intention (a "**pay less notice**"), stating the sum (if any) that they consider to be due to the other party at the date the pay less notice is given and the basis on which that sum has been calculated. Where a pay less notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.

9.8 A pay less notice to be given by the Authority under clause 9.7 may be given on their behalf by the Contract Administrator or by any other person who the Authority notifies the Contractor as being authorised to do so.

Failure to pay amount due

9.9 If either party fails to pay a sum, or any part of it, due to the other party under the Agreement by its final date for payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the other party simple interest on that amount at the official bank rate of the Bank of England current at the date the payment became overdue for the period from the final date for payment until payment is made. Any such unpaid amount and any interest shall be recoverable as a debt.

Final certificate and final payment

9.10 Following practical completion, the Contractor shall within the period stated in the Contract supply to the Contract Administrator all documentation reasonably required for computation of a final payment ("the Final Payment"). The due date for the Final Payment shall be 21 days after the date specified in the certificate under clause 9.11.

9.11 Not later than 5 days after that due date the Contract Administrator shall issue a final certificate which shall state:

9.11.1 the Contract Sum, as adjusted for the amounts referred to in clause 9.5 and any deductions made under clause 2.10 or 4.2; and

9.11.2 the sum of amounts stated as due in interim certificates plus any amount paid in respect of any Contractor's payment notice in accordance with clauses 0 to 9.8 that is not reflected in a subsequent certificate,

and (without affecting the rights of the Contractor in respect of any interim payment not paid in full by the Authority by its final date for payment) the final payment shall be the difference (if any) between the two sums, which shall be shown in the certificate as a balance due to the Contractor from the Authority or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

9.12 The final date for payment of the final payment shall be 14 days from its due date.

10.0 Fixed price

10.1 Subject to clause 2.10 and clause 9.9, no account shall be taken in any payment to the Contractor under the Agreement of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

11.0 Insurance

11.1 The Contractor shall take out and maintain for the duration of the Works the Insurance Policies on an each and every claim basis, save that the professional indemnity insurance policy (if required) shall be maintained for a period of 12 years from practical completion of the Works. The Contractor shall provide the Authority with evidence that it holds the Insurance Policies upon request.

11.2 In addition to the Insurance Policies, the Contractor shall take out and maintain Contractor's all risks insurance in the joint names of the Contractor and the Authority for the full reinstatement value of the Works against any physical loss or damage to work executed and site materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage.

11.3 The Contractor shall pay any sums received from the insurance it has taken out in accordance with clause 11.2 to the Authority and the Authority may then at its sole discretion decide whether to continue with the Works or terminate the Contract pursuant to clause 12.2.3.

12.0 Termination

12.1 The Authority may, by notice to the Contractor terminate this Contract at any time. If the Authority exercises its right to terminate under this clause 12.1, its liability to the Contractor will be limited to payment of a reasonable fee for any completed works, demobilisation costs and orders for goods or materials when ownership of those goods or materials will be vested in the Authority.

12.2 The Authority may terminate the Contract forthwith in the event that:

12.2.1 the Contractor becomes insolvent or breaches any terms of this Contract;

12.2.2 the Contractor or any person employed by the Contractor or acting on their behalf commits an offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010, the Local Government Act 1972 or, where this Contract is one to which regulation 73(1) of the Public Contracts Regulations 2015 (the "**PC Regulations**") applies, the circumstances set out in regulation 73(1) apply; or

12.2.3 the Works are damaged by an event insured pursuant to clause 11.2.

12.3 If the Authority exercises its right to terminate under clause 12.2, the Contractor shall, without prejudice to any other right or remedy available to the Authority, pay to the Authority all costs and expenses, howsoever arising, that result from the Contractor's conduct and the termination of this Contract.

12.4 In the event the Authority terminates this Contract, the Contractor shall vacate the Site in a timely manner, leaving the Site in a clean and tidy state and provide all materials, drawings and documentation as the Authority may reasonably require to allow them to continue the Works.

13.0 Disputes

13.1 If a dispute arises under the Agreement either party may refer it to adjudication in which case the Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 (the "**Scheme**") shall apply except that for the purposes of the Scheme the adjudicator shall be nominated by the Technology and Construction Solicitors Association.

14.0 Copyright

14.1 The Contractor hereby grants to the Authority an irrevocable royalty-free non-exclusive licence to use copy and reproduce the Contractor's Design Documents for any purpose whatsoever connected with the Works and/or the site including but without limitation the execution, completion, extension, maintenance, letting, management, sale, advertisement, alteration, reinstatement and repair of the Works and/or the site provided always that the Contractor shall

not be liable for any such use by the Authority of the Contractor's Design Documents for any purpose other than that for which the same were prepared and provided by the Contractor.

14.2 The licence referred to in clause 14.1 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Contractor's employment under this Agreement.

14.3 The Contractor waives absolutely all moral rights under Chapter IV Part 1 Copyright Designs and Patents Act 1988 ("**Moral Rights**") the Contractor may have in the Contractor's Design Documents and/or the Works and where it is not the author shall procure a waiver from the author of any Moral Rights the author may have in respect of the Contractor's Design Documents.

15.0 Third party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

16.0 Compliance with Policies

16.1 The Contractor shall comply with all of the Authority's policies notified to it from time to time.

17.0 Governing law and jurisdiction

17.1 The Parties agree that this Agreement and any dispute or claim arising out of or in connection with this Agreement, its negotiation or subject matter or any non-contractual obligation arising in connection with the foregoing, shall be governed by and construed in accordance with English law.

17.2 Each of the Parties irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of or in connection with this Agreement, its negotiation or subject matter, or any non-contractual obligation arising in connection with the foregoing.

This Agreement has been executed underhand and takes effect on the date stated at the beginning of it.

SIGNED by duly authorised signatories of the Authority and the Contractor respectively.

…..... ……..

for the Authority for the Contractor