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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **INTRODUCTION** | | | | | | | | |
| This interview is held only to clarify the Tenderer’s submission for the prospective Works Package. The signing of these minutes by the Tenderer represents an agreement to the content.  The content of these minutes, or these minutes themselves, may be incorporated into any subsequent form of Subcontract Agreement  This document in isolation does not constitute a formal and binding Contractual Agreement. | | | | | | | | |
| **Project Name:** | |  | | | | | **Project No:** |  |
| **Customer / Main Contractor:** | |  | | | | | | |
| **Main Form of Contract:** | |  | | | | | **Design Team:** |  |
| **Company Correspondence Address:** | |  | | | | | | |
| **Tel No:** | |  | | **E Mail:** | | |  | |
| **Tendered Works & Description:** | | | | | | | | |
|  | | | | | | | | |
| **MEETING DETAILS** | | | | | | | | |
| **With:** |  | | | | | | | |
| **Correspondence Address:** |  | | | | | | | |
| **Tel No:** |  | | | | **E Mail:** | |  | |
| **Tenderer’s Legal Title & Registered Office:** |  | | | | | | | |
| **Meeting Held At:** |  | | | | | | | |
| **Date:** |  | | | | | | | |
| **Attendees:** | | | | | | | | |
| **Name** | | | **Position** | | | **Company** | | |
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| **Please highlight who is Authorised Signatory on behalf of the Tenderer:** | | | | | | | | |
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| 1. **HEALTH, SAFETY, ENVIRONMENTAL, SUSTAINABILITY & QUALITY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 **Important Documents for Suppliers** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HSEQ Conditions – HSES-RM-0018a | | | | | | | Lifting Operations – HSF-RM-0039a | | | | | | | | | | | | | | | | PPE Standards – HSF-PR-0048 | | | | | | | | | | | | |
| Suppliers Code of Conduct | | | | | | | UK Plant Standards 2017 – HSF-RM-0046e | | | | | | | | | | | | | | | | Avoiding Danger from Services – HSF-PR-0015 | | | | | | | | | | | | |
| People, Vehicle & Plant Interface – HSF-PR-0047 | | | | | | | PRC-RM-0007d – Modern Slavery & Suppliers | | | | | | | | | | | | | | | | People, Vehicle & Plant Interface Zones – HSF-RM-0047a | | | | | | | | | | | | |
| 2.2 **Subcontractors HSEQ Conditions – HSES-RM-0018a Issue 1.1** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Review of Abstract | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.3 **Supervision of the Works** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contracts Manager …………………………………… | | | | | | | | | | | | | | | | | | Black Hat Supervisor ………………………………….. | | | | | | | | | | | | | | | | | |
| 2.4 **Subcontractors (Designers / Contractors) Demonstration of Competence (**[**HSF-SF-0018a**](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-6882)**) or Designers Demonstration of Competence (**[**DES-TF-0016b**](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-5539)**)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date of Assessment: | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | |
| Is it still valid in terms of the Scope of this Work Package: | | | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | |
| If **NO**, to be re-assessed and **approved prior to award of Subcontract** | | | | | | | | | | | | | | | | | | | | By Who: | | | | | | | By When: | | | | | | | | |
| 2.5 **Subcontract competency / accreditations** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Specific trade and individual competency certs required  e.g. Constructionline Level 3 (Gold) & NHSS etc.: - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.6 **Key HSE Delivery Dates:-** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Item** | | | | | | | | | | **Date Req’d By** | | | | | | | | | **Comments** | | | | | | | | | | | | | | | | |
| Pre-Start Subcontractors Meeting | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Appointment of Black Hat Supervisor | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Black Hat Pre-Start Meeting | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Provision of Work Package Plans (RAMS) | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Provision of Task Briefing Sheets | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Inductions | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Other… | | | | | | | | | |  | | | | | | | | |  | | | | | | | | | | | | | | | | |
| 2.7 **Quality**   Tenderer to confirm person accountable for quality on the project:– | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | | | | | | | | | | | | Competencies: | | | | | | | | | | | | | | | | | | | | | | | |
| 2.8 **Tenderer to provide a Project Quality Plan** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Yes / No** | If **YES** By Who: | | | | | | | | | | | | | | | | | | | | | | | | | | By When: | | | | | | | | |
| 2.9 **Tenderer to provide the following:-** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Item** | | | | | | | | **Details** | | | | | | | | | | | | | | | | | | | | | | | | **Due Date** | | | |
| Requirements for Project Specific Inspection & Test Plans | | | | | | | | 1:  2:  3: | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| Testing Requirements | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| O & M Manuals | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| As Built Records | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| V E Options | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| Other Issues | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| **Benchmarks, Samples and Tests required: (ensure the acceptance criteria’s and approval processes are defined)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Approval Period: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.10 **Does the subcontractor have systems and processes for Quality record keeping and reporting? Yes / No** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| If YES confirm system: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.11 **Does the subcontractor foresee any requirements for software and hardware access / use?** **Yes / No**  e.g. 360 Field, Business Collaborator, CEMAR etc. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| If YES confirm what: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.12 **Please outline your Defect and NCR Procedure** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approval Period: | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.13 **Any other specific Contract, Project or business Quality requirements** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Refer to :-   * the *Subcontractors Health, Safety, Environment, Quality and Sustainability Conditions* document included in the tender for further requirements. * [*Fire Strategy Good Practice Guide*](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/Pages/PWFireStrategy.aspx) *– for relevant works package* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.14 **Sustainability** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| * Employment Skills Targets * Involve Programe | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. **TECHNICAL AND FINANCIAL ABILITY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.**1 Has the Tenderer worked for the Company before? If so list our Contracts over the past 2 years:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2 **How much business does the Tenderer do with the Company per annum:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.3 **The Tenderer confirms that they have the appropriate levels of supervision, resource, expertise and knowledge to undertake the scope of works:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** | | |
| 3.4 **If not provided previously, the tenderer is to provide copies of last 2 years Company Accounts** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Required**  **Yes / No** | | |
| 3.5 **Name of Tenderers Parent Company and Address** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parent Company: | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Address: | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. **PROGRAMME AND DESIGN** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Programme** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 Details of elements of the work that are on extended lead in periods: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.2 Duration of Works Required Pre-Commencement (Design / Lead in): | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.3 Duration of Works on Site: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| **Provisional Subcontract Programme Details Following Discussions:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.4 Notice Period (Written Notice to Commence): | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.5 Commencement Date (Provisional 2 week window): | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| **Further Details:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.6 Number of visits: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.7 Sectional Completion details: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.8 Phasing requirements: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.9 Key Dates: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.10 Approval periods: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.11 Programme to be included and Reference: | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | | | | | |
| **Reference :** | | | | | | | | | | | | | | | | | | | | | |
| 4.12 **It is the Tenderers responsibility to ensure that there is sufficient supervision and operatives to meet the requirements of the Programme.**  **(sign here): …………………………………………………………………………………………………………** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Design** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Design Responsibility and Liability** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.13 Extent of Design  (insert details of extent): | | | | | | | | | | | | | | Full / Partial / None | | | | | | | | | | | | | | | | | | | | | |
| 4.14 Contact Details for the Subcontractors Designer and any sub-designers: | | | | | | | | | | | | | | Company Name/ Number: | | | | | | | | | | | | | | | | | | | | | |
| Name of Subcontractors Lead Designer: | | | | | | | | | | | | | | | | | | | | | |
| 4.15 Sub-designer details | | | | | | | | | | | | | | Company Name/ Number: | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | Name of Sub-designers Lead Designer: | | | | | | | | | | | | | | | | | | | | | |
| 4.16 Employer / Subcontract Warranty required: | | | | | | | | | | | | | | **Yes / No**  **To be provided in the agreed version** | | | | | | | | | | | | | | | | | | | | | |
| **Drawings/Technical Information** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.17 Provision of Drawings:  Is the tenderer to provide drawings if yes specify | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.18 Are any drawings required from an appropriate Party: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.19 Period Required to Approve Drawings by third party: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.20 Period Required by tenderer to amend their drawings: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.21 Other Information Required  (Include Point of Responsibility –  Company/ Subcontractor and Date): | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.22 Drawing production software / format used and no. of copies required: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.23 Document Management System being used: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| 4.24 **Deliverables Submission Dates if applicable:** | | | | | | | | | | | | | | Responsibility  (Company/Subcontractor) | | | | | | | | | | | | | | | Date | | | | | | |
| 1. Programme: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | |
| (b) Design: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | |
| (c) Drawings: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | |
| (d) Risk Assessments and Method Statements (to include where appropriate Quality Plans, COSHH Assessments, H&S Plan, Environmental Plan, Sustainability Plan) | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | |
| (e) Completion Information: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |  | | | | | | |
| 4.25 **Subcontract drawings approval and routing procedures:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (a) Time Required to prepare drawings | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| (b) Time from approval of drawings to Start on Site | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| (c) Routing of Drawings : | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| Direct to Consultant | | | | | | | | | | | | | | Yes / No | | | | | | | | | | | | | | | | | | | | | |
| With copies to the Company | | | | | | | | | | | | | | Yes / No | | | | | | | | | | | | | | | | | | | | | |
| Through the Company | | | | | | | | | | | | | | Yes / No | | | | | | | | | | | | | | | | | | | | | |
| As soon as is possible, but no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Tenderer shall provide to the Main Contractor with their detailed information release schedule for onward submission to the Contractors Design Team if required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. **SUBCONTRACT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5.1 The Tenderer confirms that the Tenderers proposals comply with the following documents, in particular the:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (a) Scope of Works: | | | | | | | Yes / No | | | | | | | | (e) Contractors Proposals: | | | | | | | | | | | | | | | | Yes / No | | | | |
| (b) Specifications: | | | | | | | Yes / No | | | | | | | | (f) | | | | | | | | | | | | | | | | Yes / No | | | | |
| (c) Drawings: | | | | | | | Yes / No | | | | | | | | (g) | | | | | | | | | | | | | | | | Yes / No | | | | |
| (d) Employers Requirements: | | | | | | | Yes / No | | | | | | | | (h) | | | | | | | | | | | | | | | | Yes / No | | | | |
| **5.2 Subcontract Particulars** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a Form of Subcontract: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| b Subcontract Tender Price | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| c Final Tender Sum / Contract Sum (Gross) | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| d Discount applicable: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| e Final Tender Sum / Contract Sum  (nett of discount) | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| f Lump Sum or Re-measurement: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| g Fixed Price (date until) or Fluctuations: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| h Retention: | | | | Retention %: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
|  | | | | Limit of Retention: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
|  | | | | Retention Release details: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| i Liquidated and Ascertained Damages: | | | | Rate: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| Limit of Liability: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| j Defects Period: | | | | Commencement: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| Duration (multiple if req’d): | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| k Maintenance period: | | | | Commencement: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| Duration: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| l Notices: | | | | Notices to be in Writing: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| Contractors Address for Notices: | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| Subcontractors Address for Notices (Only if Different to Address on Page 1): | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| List here Notices Required under the Contract in Addition to Standard Contract | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| m Payment Terms | | | | | | | | | | | | | | | | …….. days | | | | | | | | | | | | | | | | | | | |
| n Early Payment Discount: | | | | | | | | | | | | | | | | Yes / No | | | | | | | | | | | | | | | | | | | |
| o Dates for Application: | | | | | | | | | | | | | | | | **Schedule to be provided by main contractor** | | | | | | | | | | | | | | | | | | | |
| p Final Date for Payment (Days): | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| q Cost Monitoring Requirements (if applicable): | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| r Cost Coding Requirements: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| s Earned Value Analysis: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| t Cashflow Forecasting: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| U **Has the Subcontractor completed the Subcontract Data Part 2 information ?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | ***Yes / No*** | | | |
| **If not issue a copy for completion before the award of the Subcontract.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ***Additional Works will only be applicable on receipt of written instructions from the Company*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| v Company Authorised instructors: | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
| **w Valuation of Instructed Additional Works:**  Schedule of Rates : for use with the Shorter Schedule of Cost Components | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Labour: | | |  | | | | | | | | | | (iii) Materials: | | | | | | | | | | |  | | | | | | | | | | | |
| (ii) Plant: | | |  | | | | | | | | | | (iv) Other: | | | | | | | | | | |  | | | | | | | | | | | |
| Schedule of Rates (rates included within Subcontract Sum and Subcontract Sum Analysis ) **Yes/No** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Technical** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 **Method of Measurement (if applicable and version)** | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
| 5.4 **Issues that could affect Performance of Subcontractor (e.g. interface issues, materials availability, access):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.5 **Contractor Supplied Materials:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wastage Allowances: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.6 **Dispute Resolution – Discuss principles and add Subcontractor names:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Where a dispute or difference may be seen to be arising, early discussion and agreement to resolve these matters will take place with the following levels of authority, before any formal dispute proceedings are instigated by either party.  Level 1 – (JV) – (Subcontractor)  Level 2 – (JV) – (Subcontractor)  Level 3 – (JV) – (Subcontractor) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.7 **Precedence of Subcontract Documents (if applicable):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.8 **If there is any conflict or inconsistency between any of the provisions of the final Subcontract Documents forming or incorporated into the Subcontract Agreement, the order of precedence with the highest precedence document first shall be:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.9 **It is confirmed that all correspondence and Tenderers own conditions will be withdrawn and do not apply to the final Subcontract Agreement.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | |
| Comment: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5.10 Facilities, Services and Attendance’s** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unless shown below as being provided by Balfour Beatty all such items are to be provided by the Tenderer at his cost (whether listed or not). The items provided by BB shall be limited to the period on site as set out in the programme section | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Item** | | | | | | | | | | | | | | | | | | | | | | | | | | **BB to Provide Y** | | | | | | | | | |
| **Site Accommodation and Facilities** including movement as required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Establish and remove temporary buildings | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Foundations and associated hard standings for temporary buildings | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Installation of temporary services | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Consumption charges for temporary services | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Telephone / Fax | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Statutory Health and Welfare Facilities** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shared welfare | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Shared Toilets | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Shared Drying room | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| First aid facilities | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Safety Lighting | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Task lighting | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Scaffold** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shared use of Standing Scaffold until dismantled | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Mobile access provisions | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Special Task Scaffold [To Carry out Scope of Works] | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Hoisting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Provision of static Hoist (Shared use) | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Provision of trained static hoist operator | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Provision of Mobile cranes and all associated equipment | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Provision of trained banks man for craneage / Traffic management | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Provision of Forklift truck – need lift supervisior and slinger signaller | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Storage Areas / Containers** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage space with / without Hard standing | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Containers | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Plant Storage | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| *Waste storage facilities* | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Construction Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 110v single phase | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| 240v / 415v 3 phase | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Power from distribution boxes – leads, plugs etc | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Supply of water / standpipes | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Supply of hoses / barrels etc | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Plant Tools and Tackle** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Small tools and tackle | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Plant | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| **Waste Management** (In accordance with BB Health Safety and Environmental Conditions for Subcontractors) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clearance of waste to designated skips | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Disposal of waste from site | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Disposal of pallets / cable drums off site | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Disposal of hazardous waste off site | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| **Setting Out** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Main grid lines and datum levels on each floor | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Setting from gridlines and datum levels | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Setting out from Main setting out point | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| All other setting out and marking holes etc | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Offloading and Distribution** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Temporary site roads and hard standings (including maintenance) | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Mechanically assisted offloading | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Hand unloading | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Distribution of materials | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Protection of work** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fix, maintain and removal of protection materials (to be fire rated) | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Temporary barriers to work areas | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| *Provision for spill kits* | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Other Items specific to subcontractors works** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Overhead line protection “goal posts” | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| 2. Ground protection at field accesses up to 6no HDPE type mats | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| 3. Ground protection requirements greater than that in 2 above | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| 4. Traffic Management | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **Any Specific Exclusions** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| 3. | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| **5.11 Assignment or Sub-Letting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| It must be noted that the enclosed details refer to subcontract agreement between the Company and the Subcontractor. Where the Subcontractor is allowed to further sublet any part of the works (this is only with written permission from the Company), then the same obligations are imposed on that Sub Subcontractor and the Subcontractor must ensure the compliance of that Sub Subcontractor with all enclosed agreements. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **List out proposed Sub-Subcontractors:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | Name | | | | | | | | | | | | | | | | | | | | Company Registration Number | | | | | | | | | |
| Sub-Subcontractor 1 | | | | | |  | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Sub-subcontractor 2 | | | | | |  | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| Sub-subcontractor 3 | | | | | |  | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
| **5.12 For each Sub-subcontractor complete the boxes below (delete as applicable):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub-Subcontractor 1 –  Subcontractors (Designers/Contractors) Demonstration of Competence ([HSF-SF-0018a](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-6882)) or Designers Demonstration of Competence ([DES-TF-0016b](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-5539)) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date of Assessment: | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| Is it still valid in terms of the Scope of this Work Package: | | | | | | | | | | | **Yes  /  No** | | | | | | | | | | | | | | | | | | | | | | | | |
| If **NO**, to be re-assessed and **approved prior to award of Subcontract** | | | | | | | | | | | By Whom: | | | | | | | | | | | By When: | | | | | | | | | | | | | |
| Proposed conditions of contract for Sub-Subcontract | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub-Subcontractor 2 –  Subcontractors (Designers/Contractors) Demonstration of Competence ([HSF-SF-0018a](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-6882)) or Designers Demonstration of Competence ([DES-TF-0016b](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-5539)) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date of Assessment: | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| Is it still valid in terms of the Scope of this Work Package: | | | | | | | | | | | **Yes  /  No** | | | | | | | | | | | | | | | | | | | | | | | | |
| If **NO**, to be re-assessed and **approved prior to award of Subcontract** | | | | | | | | | | | By Whom: | | | | | | | | | | | By When: | | | | | | | | | | | | | |
| Proposed conditions of contract for Sub-Subcontract | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub-Subcontractor 3 –  Subcontractors (Designers/Contractors) Demonstration of Competence ([HSF-SF-0018a](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-6882)) or Designers Demonstration of Competence ([DES-TF-0016b](https://home360.balfourbeatty.com/ghoreferencecentre/Group%20BMS/_layouts/DocIdRedir.aspx?ID=2KHUWT73P6SE-1572-5539)) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date of Assessment: | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| Is it still valid in terms of the Scope of this Work Package: | | | | | | | | | | | **Yes  /  No** | | | | | | | | | | | | | | | | | | | | | | | | |
| If **NO**, to be re-assessed and **approved prior to award of Subcontract** | | | | | | | | | | | By Whom: | | | | | | | | | | | By When: | | | | | | | | | | | | | |
| Proposed conditions of contract for Sub-Subcontract | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | |
| **BB Group Procurement Agreements** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.13 **Does BB have a Group Procurement Agreement (BB GPA) for any materials the Subcontractor will be purchasing to deliver the works?  (please refer to P&SC pages on 360 to see full list of BB agreements)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** | | | | |
| 5.14 **If yes, can the subcontractor use the suppliers that BB has an Agreement with?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** | | | | |
| 5.15 **If no, please provide the reason for not using BB GPA suppliers (please provide commercial detail if the reason for not using BB GPA supplier is price differential between BB GPA supplier and the alternative supplier).** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Note the following terms -**  If subcontractor chooses to use one of the suppliers with whom BB has a Group Procurement Agreement, the contractual relationship will strictly be between subcontractor and supplier, and BB will not be liable for any breach of the contract terms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.0 COMMERCIAL** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.1 General Particulars**  The Tenderer is responsible for the issue of the following information prior to commencement and before any payment is made: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a VAT Registration No | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | |
| b UTR Number: | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Insurance Details** | | | | | | | | | | **Value** | | | | | | | | | | | | **Expiry** | | | | | | | | | | | | | |
| c Employers Liability: | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | | | | |
| d Public Liability: | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | | | | |
| e All Risk | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | | | | |
| f Professional Indemnity | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | | | | |
| g Product Liability | | | | | | | | | |  | | | | | | | | | | | |  | | | | | | | | | | | | | |
| Value of insurances to be verified (including policy exclusions) as being valid for the scope of works, and in accordance with any Customer Contract requirements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.2 **It is the Subcontractors responsibility, and it will be condition precedent to payment, to forward updated copies of all Insurance Certificates to the Company on or before the expiry date and the following items as applicable.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a Is a Parent Company Guarantee required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| b Is a Contract Performance Bond Required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| c Is a Retention Bond required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| d Advance Payment Bond required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| e Vesting Certificate required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| f Are Collateral Warranties required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| g Are Product Guarantees/Warranties Required? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| h Will the Subcontractor pay CITB levy? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| i Is Balfour Beatty the End User of the tendered works for the purpose of VAT Domestic Reverse Charge? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| j Is the scope of this agreement deemed “in-scope” of the CIS Scheme? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| k Confirmation of VAT administration (Invoice / ATR / CSB-Contract Self Billing): **(delete as appropriate)**  **Important:** Balfour Beatty’s preferred method of dealing with Subcontractors VAT is Self Billing rather than ATR.  If the VAT administration is Self-Billing:  Balfour Beatty will:   * + complete self-billed invoices showing the Subcontractor’s name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.   The Subcontractor will:   * + accept invoices raised by Balfour Beatty on their behalf until the end of this contract   + not raise sales invoices for the transactions covered by this agreement;   + notify Balfour Beatty immediately if they * change their VAT registration number; or * cease to be VAT registered, or * sell their business or part of their business. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| l HM Revenue and Customs CIS Employment Status Declaration completed? | | | | | | | | | | | | | | | | | | **Yes / No** | | | | | | | | | | | | | | | | | |
| m Is the Subcontractor accredited to any relevant or applicable body or scheme relevant to the Subcontract scope?: e.g. Network Rail Link-Up, National Highway Sector Scheme (copies of certification required/provided)? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Yes / No** |
| Note, if the Subcontract agreement is for, or under the published guidance, is to be regarded as Labour only, then CITB will be deducted at source for each payment at the appropriate rate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.3 Prompt Payment Code** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The Company is a signatory to the Prompt Payment Code devised by the UK Government and the Institute of Credit Management. The full details of the code can be found at www.promptpaymentcode.org.uk The three areas of the code are:  1. Pay suppliers on time within the terms agreed at the outset of the contract, without attempting to change payment terms retrospectively and without changing practice on length of payment for smaller companies on unreasonable grounds.  2. Give clear guidance to suppliers providing suppliers, with clear and easily accessible guidance on payment procedures, ensuring there is a system for dealing with complaints and disputes which is communicated to suppliers, advising them promptly if there is any reason why an invoice will not be paid to the agreed terms.  3. Encourage good practice by requesting that lead suppliers encourage adoption of the code throughout their own supply chains.  The Company expects that all of its suppliers also commit to the above with their own suppliers and by signatory of this Pre-Award Meeting Document below the Subcontractor accepts that it will carry out its business in accordance with the Prompt Payment Code.  **Signed Subcontractor:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| **7.0 ANY OTHER BUSINESS** |
| 7.1 The Tenderer is deemed to have acquainted themselves with the constraints of the site and acknowledges and accepts that it is required to co-ordinate and integrate the Tendered Works with the designs, works and programmes of others.  Notwithstanding the need for the Tendered Works to be properly co-ordinated and integrated with the design, works and programmes of others, the Tenderer acknowledges and accepts that it will not have exclusive access to and/or possession of the site or any part or parts thereof and that it will be required to work alongside the Employer, Contractor, the Competent Authority and other trades, Subcontractors and/or suppliers.  **Tenderer Acknowledges the above statement: Yes / No** |
| 7.2 Confirm the Tenderer has received and reviewed detail information or project specific risks and residual risks that will affect the execution of the works.  **Tenderer Acknowledges the above statement: Yes / No** |
| 7.3 The Tenderer is reminded that they are solely responsible for their own Plant, Materials and Equipment. Any resulting loss/damage and /or theft shall be covered by the Tenderers own insurances. |
| 7.4 The selected Subcontractor shall clean and tidy all of his working areas and compound areas on a strict daily basis and place all rubbish in their skips located at designated points on site or remove from site daily. The same shall apply to the selected Subcontractors final clean. Failure to do so will result in the Company employing others to carry out these works and the costs being deducted from the Subcontractor valuations. Where causing a safety hazard the Subcontractor must clean and tidy work areas immediately |
| 7.5 Tenderer is to comply fully with the Company Code of Conduct, Ethics and Compliance |
| 7.6 List any documents issued at the meeting that may be incorporated into the Subcontract Agreement: |
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| 7.7 **Records Required** |
| The Subcontractor is to provide Labour & Plant records and Daily allocation sheets, they are to be handed in no later than Monday lunch time following the week when the work was undertaken. |

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| **8.0 ACKNOWLEDGEMENT** | | | | |
| **By the Subcontractor (Authorised Signatory)** | | **By the Contractor** | | |
| **Signature:** |  | **Signature:** |  | |
| **Print Name:** |  | **Print Name:** |  | |
| **Position:** |  | **Position:** |  | |
| **Date:** |  | **Date:** |  | |