

*Text highlighted in Blue is instructions to the Procuring Officer and should be deleted from the final document.*

*Text highlighted in Yellow is sections which need to be completed by the Procuring Officer. Highlighting and background text should be removed from the final document.*

*Text highlighted in Green is instructions to the Supplier completing this questionnaire.*

# Highway Services Dynamic Purchasing System (DPS)

## Invitation to Tender

CONTRACT DATA

[Contract Title]

[Contract Number]

**THIS IS THE FORM OF AGREEMENT THE SUCCESSFUL SUPPLIER WILL BE REQUIRED TO  
SIGN AT CALL OFF STAGE**

**IT IS INCLUDED HERE FOR INFORMATION**

**YOU DO NOT NEED TO RETURN TO JOIN THE DPS**

**Note:** This is the template for Contract Data Parts 1 and 2 for the NEC4 Engineering and Construction Short Contract.

North Yorkshire Highways Limited (the Client) intends to award contracts for specific procurements using the NEC4 Engineering and Construction Short Contract for the following Categories of the Dynamic Purchasing System:

Main Category:

- Highway Works

Sub Categories:

- Civil engineering works with a value of less than £250k
- Surfacing works with a value of less than £250k
- Surface dressing and specialist surface treatment works
- Highway electrical works
- Road markings
- Highways fences and barriers.

For each specific procurement, the Client will provide to each of the participants on the relevant subcategory the following information for the particular procurement:

- The completed Contract Data
- Any additional conditions of contract
- The Scope
- The Price List

## Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT		
<b>Contract Data</b>		
	The <i>Client</i> is	
Name	North Yorkshire Highways Limited	
Address for communications		
Address for electronic communications	[insert the email address of the client officer]	
The <i>works</i> are	[insert a brief but clear description of the works. It may be helpful to include the location of the works]	
The <i>site</i> is	[define the boundaries of the <i>site</i> . This could be by reference to a drawing / sketch or by road sections / junctions]	
The <i>starting date</i> is	[insert the <i>starting date</i> ]	
The <i>completion date</i> is	[insert the <i>completion date</i> . The <i>completion date</i> is typically stated by the Client but may be proposed by the tenderer. If the tenderers are to propose the <i>completion date</i> , this should be stated in the ITT]	
The <i>delay damages</i> are	Insert £ [amount]. This must be a genuine estimate of the damages incurred for late completion. Seek advice from Head of Commercial	per day
The <i>period for reply</i> is	2 weeks [must be sufficient for parties to respond but short enough to deal with problems as they arise]	weeks

The <i>defects date</i> is	52 [the period within which the Contractor is liable to correct Defects]	weeks after Completion
The <i>defect correction period</i> is	4 weeks [Insert appropriate time period in which Contractor has to correct Defects]	weeks
The <i>assessment date</i> is the	[Insert day of each when payment will be assessed]	of each month
The <i>retention</i> is	[Insert % to be retained at each payment – seek advice from Head of Commercial]	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is selected by the <i>Adjudicator nominating body</i>		
The interest rate on late payment is	0.5%	% per complete week of delay
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to	Insert £ [amount] – seek advice from Head of Commercial on appropriate limits of liability	
The Client provides this insurance	Only use if the Client is to provide insurance – seek advice from Head of Commercial	
The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event	Insert amount of Public Liability Insurance that the Contractor is to hold – seek advice from Head of Commercial	
The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event	Insert amount of Employer's Liability Insurance that the Contractor is to hold. Minimum amount required by law is £5M – seek advice from Head of Commercial	
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	The courts of England	

If the tribunal is arbitration, the  
arbitration procedure is

Not applicable

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019) and the following additional conditions:

[Seek advice from Legal.](#)

**The Data which will apply to all Work Orders is**

**The Contractor's Contract Data**

	The Contractor is	
Name		
Address for communications		
Address for electronic communications		
The fee percentage is	..... %	
The people rates are:		
Category of person	Unit	rate
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		% (state plus or minus)

Note to Compiler – if it is likely that compensation events will arise or new rates required, the Contractor's tendered rates and %'s should be assessed during tender evaluation – seek advice from Head of Commercial.

## The Contractor's Offer and Client's Acceptance

The Contractor offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract

The offered total of the Prices is **[enter the total of the Prices from the Price List]**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date

## Contract Data

### Price List

Entries in the first four columns in this Price List are made either by the Client or the tenderer. **It is anticipated that the Client officer will insert the Item no, Item Description, Units of Measurement and Quantities for the works in the table below or in a separate Price List. The tenderers will be required to enter the Rate and Price for each item.**

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank. **Note: This applies where the Contractor is to be paid a lump sum Price for completion of an item of work or activity**

If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Prices, which is also entered. **Note: this applies where the Contractor is paid an amount calculated by multiplying the quantity of work done by the relevant rate.**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
The total of the Prices					
The method and rules used to compile the Price List are <b>[Insert the method of measurement used e.g. MMHW]</b>					





## Contract Data

### Scope

The Scope should be a complete and precise statement of the Client's requirements. If it is incomplete or imprecise there is a risk that the Contractor will interpret it differently from the Client's intention.

Information provided by the Contractor should be listed in the Scope only if the Client is satisfied that it is required, is part of a complete statement of the Client's requirements and is consistent with the other parts of the Scope

### 1 Description of the works

Give a detailed description of what the Contractor is required to do.

State any work that the Contractor is to design.

It can be useful to set out:

- The background and context of the work e.g. part of a programme
- why the work is required and the objectives that you are aiming to achieve
- details of the location of the work

### 2 Drawings

List the drawings that apply to the contract

DRAWING NUMBER	REVISION	TITLE

## Contract Data

### Scope

#### 3 Specifications

List the specifications which apply to the contract.

The specifications may be:

- Industry standard specifications such as the Specification of Highway Works including any NY Highway specific amendments and additional clauses and contract-specific numbered appendices,
- European / British standards.

Avoid using brand, manufacturers or trade names.

Specifications may also be defined in terms of performance or functional requirements provided that the requirements are sufficiently precise to allow tenderers to clearly determine the subject of the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

#### 4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements of any work by the Client

Matters to consider may include:

- How the Contractor get access to the network / site (e.g. Permits)
- Key dates, Interim milestones and sequencing of the works including embargoes and other restrictions.
- Restrictions on working hours, timings,
- Limitations on noise, site access and deliveries etc
- Site security requirements
- Environmental considerations
- Client policies and procedures which the Contractor must observe
- Consideration and co-ordination with third parties (e.g. adjoining property owners, utility companies, other contractors etc.
- Access for Client tests / inspections

- Health and safety requirements e.g. CDM and Principal Contractor roles, and client policies
- Attendance at client meetings, meetings with others etc
- Reporting requirements, format and frequency
- Performance management requirements
- Provision of records and samples

Contract Data	
Scope	
<p><b>5 Requirements for the programme</b></p> <p>State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.</p> <p>State what the use of the works is intended to be at their Completion as defined in clause 11.2(1)</p> <p>A programme is likely to be required in all but the simplest pf projects.</p> <p>Matters to consider for the programme include:</p> <ul style="list-style-type: none"> <li>• Format e.g. Gannt chart</li> <li>• Software in which it is prepared and supplied e.g. MSPProject</li> <li>• The level of detail required, and any specific activities to be shown</li> <li>• Any Client activities, milestones or approvals to be shown</li> <li>• Requirements for float</li> <li>• When it is to be submitted e.g. before starting dates and when it is to be updated and resubmit</li> </ul>	
6 Services and other things provided by the Client	
<p>Describe what the Client will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment</p>	
ITEM	DATE BY WHICH IT WILL BE PROVIDED

## Contract Data

## Site Information

Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor's work such as the position of adjacent structures.

Provide any information relating to the site e.g.

- site investigation reports, core samples etc
- utility drawings
- known risks e.g. contamination / overhead obstructions / services