

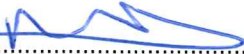
## Appendix A SQ Declaration

- I declare that to the best of my knowledge the answers submitted and the information contained in this SQ response are correct and accurate.
- I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.
- I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this Procurement.
- I understand that Contracting Authority may reject this SQ response in its entirety and/or disqualify the Applicant from the Procurement process if there is a failure to answer all relevant questions fully or if false/misleading information or content is provided in any section.
- I confirm that no conflict of interest exists between me/us and my/our advisors, and the Contracting Authority and its advisors.

I understand that failure to ensure that no conflict of interest arise, may lead to disqualification from the procurement at the discretion of the Contracting Authority.

Signed by or on behalf of the Applicant.

Authorised Signatory



Director

NICK CARD

Name:	Nick Card
On behalf of:	Skanska Rashleigh Weatherfoil Limited
Position (Job Title):	Operations Director
Date:	3 April 2019
Telephone number:	07885 198758

# Appendix B – Mandatory Undertaking

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## Company Name – Skanska Rashleigh Weatherfoil Limited

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East Bank @ Stratford Waterfront - UAL MEP Package

### Mandatory Undertaking

When you have completed your response to this SQ, please ensure that: -

- You have **answered** all appropriate questions on the LLDC Procurement Portal; and
- You have **enclosed** all documents requested; and
- You have **completed** the **red text entries** required in this Mandatory Undertaking; and
- You have **read, signed** (for the Applicant and all Relevant Companies), **returned** an electronic copy of this Mandatory Undertaking to the Contracting Authority **before the Deadline for the Receipt of Application**.

#### 1.1. Authority of Main Contact

I/We confirm that the representative named in the response to this SQ is authorised to act as the contact point on behalf of this Applicant and all its Relevant Companies in dealings with the Contracting Authority during the Procurement, as set out in this SQ.

#### 1.2. Disclaimers

I/We confirm that I/we have read and accept the disclaimers set out in Section 2 of this SQ.

#### 1.3. Accuracy of response

I/We certify that the information supplied is accurate to the best of my/our knowledge. I/We understand and accept that false information could result in exclusion from this procurement process.

I/We certify that I/we have made no alterations to the questions asked. I/we understand that if it is found that alterations, whether by addition, omission or substitution and whether made purposefully or not, have been made to the questions that I/we may be excluded from further consideration for any Contract to which this procurement process relates.

I/We undertake to notify the Contracting Authority as soon as practicable of any changes to any of the information given in response to this SQ that may arise during the Procurement.

#### **1.4. Gifts and inducements**

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I/We also understand that any such action will empower the Contracting Authority to cancel any contract currently in force and will result in exclusion from this procurement process.

I/We confirm that we have made careful enquiry of our respective organisations and are satisfied that no criminal offence and no offer of a gift, consideration, inducement and/or reward to any servant of the Contracting Authority or anyone acting on the Contracting Authority's behalf has been made in connection with this or any other Contracting Authority procurement.

#### **1.5. Canvassing and solicitation**

I/We confirm that I/we have not canvassed or solicited any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this pre-qualification process and that no person employed by me/us or acting in my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this selection process and that no person employed by me/us or acting in my/our behalf will do any such act.

#### **1.6. Bribery**

I/We undertake that I/we will not offer or agree to pay or give, or pay or give any sum of money, inducement of valuable consideration directly or indirectly to any person or have done so or cause or have caused to be done in relation to any other response to this selection process any such act or omission.

#### **1.7. Collusion**

I/We undertake that I/we will not enter into any agreement or arrangement with any other person that he/she shall refrain from participating in this selection process.

I/We also undertake that I/we will not at any time discuss with any other person any aspect of our response, and as evidenced below have procured this same undertaking from the Relevant Companies.

#### **1.8. Eligibility to engage in a public contract**

I/We confirm that none of the grounds set out in regulation 57 of the PCR apply, other than those declared in response to questions in the SQ uploaded in the Procurement Portal.

#### **1.9. Conflicts of Interest**

Having made comprehensive enquiries of our organisation (including the Relevant Companies) we are not aware of any actual or potential conflict of interest, whether professional, commercial or other conflict of interest nor to the best of our knowledge is there likely to be a conflict of interest should the Applicant or any Relevant Company be invited to enter into a contract with the Contracting Authority in relation to the Project.



### 1.10. No Marketing Rights

I/We have not and will not do any of the following and we will procure that our subcontractors, agents, advisors and/or representations do not do any of the following:

- Make a public statement or communicate in any form with the media in connection with this Procurement without first obtaining the prior written consent of the Contracting Authority;
- Use any trademarks, logos or other intellectual property rights associated with the Games, QEOP or the Stakeholders;
- Represent that the Applicant or any Relevant Company is directly or indirectly associated in any way with the Games, the Contracting Authority or that its or their respective products and/or services are in any way endorsed by any Stakeholders; or
- Engage in any form of ambush marketing or marketing which creates or implies or refers to an association between the Applicant, the Relevant Companies and or the Games;

unless such action is expressly approved in writing by the Contracting Authority prior to such action taking place.

### 1.11. Confidentiality

I/We undertake to execute and be bound by the terms of the Confidentiality Undertaking agreed on the Procurement Portal.

I/We acknowledge that the Contracting Authority may in its discretion publish the content of this SQ and any other documents issued by the Contracting Authority as part of this procurement process, including the full terms of any contract entered into as a result of this procurement process, to the general public.

### 1.12. Warranty

We accept and agree that the Contracting Authority will only consider our Tender on the basis of this Mandatory Undertaking and we acknowledge that the Contracting Authority will rely on this Mandatory Undertaking. We the undersigned confirm that the Mandatory Undertaking is true and accurate and reflects our honestly held beliefs at the date of this Undertaking and if circumstances change such that the undertakings set out in this Mandatory Undertaking can no longer be honoured by any of us, we will immediately notify the Contracting Authority.

Signed by or on behalf of the Applicant.

Authorised Signatory



Director

Name: Nick Card

Title: Operations Director

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Relevant Company)



## Skanska UK Plc Modern Slavery and Human Trafficking Policy

### 1. Statement

**1.1** This statement is made in conformance with Section 54, Part 6 of the Modern Slavery Act 2015 and sets out the steps Skanska has taken to ensure that slavery and human trafficking is not taking place in its business or any part of its supply chain.

**1.2** Modern slavery and human trafficking remains a hidden blight on our global society. Modern slavery is the term used to encompass slavery, forced and compulsory labour and human trafficking of all ages. Skanska's Code of Conduct prohibits modern slavery.

**1.3** Skanska will comply with the Universal Declaration of Human Rights, the conventions of the International Labour Organisation and the UN's Guiding Principles on Business and Human Rights.

**1.4** All Skanska employees have a responsibility to comply with the Code of Conduct and be alert to the risks brought about by modern slavery in our business and the wider supply chain. Staff are expected to report any concerns and management are expected to act upon them.

**1.5** Suppliers (including their own subsidiaries or sub-contractors) are expected to act in accordance with the Skanska Supplier Code of Conduct, or an equivalent of its relevant core principles, in the performance of any agreement.

**1.6** One of Skanska's values is Act Ethically and Transparently. Skanska has a zero tolerance to slavery and human trafficking, and we expect all of our suppliers and sub-contractors to comply with and meet our values and standards. Skanska will ensure compliance through management meetings, site visits, internal and external audits.

### 2. Policy application

**2.1** Skanska has put in place fair and transparent recruitment and resourcing procedures in relation to labour practices, false employment and modern slavery in accordance with relevant legislation and standards.

**2.2** The requirements made of the supply chain in regard to modern slavery are communicated and contracted upon through our Supplier Code of Conduct and Sustainable Procurement Policy. Skanska expects all suppliers to conduct right-to-work checks of their workforce in accordance with the Immigration, Asylum and Nationality Act 2006, which will be reinforced when a worker attends their first site induction where their papers will be verified.

**2.3** Skanska will seek to work in partnership with all suppliers to tackle and combat the threat of human trafficking and modern day slavery across the construction industry and throughout our supply chain, in accordance with international environmental, social and ethical standards.

**2.4** Skanska operates a Code of Conduct hotline, which provides an option for anonymity, and encourages employees and suppliers to report any suspected legal or ethical breaches.

**2.5** In order to ensure the highest level of understanding of the risks associated with Modern Slavery and Human Trafficking in our supply chain, Skanska provides training for all staff members, and this training will be continued during 2018/19.

**2.6** Skanska uses due diligence key performance indicators to measure effectiveness in ensuring that slavery and human trafficking is not taking place in the supply chain.

**2.7** A *Modern Slavery and Human Trafficking procedure* has been produced to complement this policy.



**Greg Craig, CEO and Business Unit President**