OVERVIEW

Government –Procurement 09.04.20

COVID-19

This guidance is to enable ECA Members to better consider the latest position from the UK Government on payment for goods, services and works within the current Coronavirus emergency landscape.

1. Policy Procurement Notes

UK Government produces PPNs as statements of how public sector contracting authorities should go about the procurement of goods, services and works in a compliant and cost-effective way.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/874178/PPN_02_20_Supplier_Relief_due_to_Covid19.pdf

Note: Government cannot force its hundreds of procures to follow the same advice as to do so would be to undermine local democracy and behave in an anti-competitive way.

Also note, that some procurement authorities within Government may remain outside the definition of a 'contracting authority' for security, public interest and other reasons,

2. Procurement Policy Note - COVID-19 02/20

A new PPN has been produced to allow the public sector procurement authorities to act effectively and efficiently and not be precluded from doing so by bureaucracy during these unprecedented times. It addresses payment of public sector contracting authorities' suppliers to ensure service continuity during and after the current coronavirus outbreak and expires on **30 June 2020**.

It has been published to ensure suppliers to authorities who are at risk are in a position to resume normal contract delivery once the outbreak is over – at risk is defined below and will be determined by the authority.

It is applicable to all public sector contracting authorities, including central government departments, executive agencies, non-departmental public bodies, local authorities, NHS bodies and the wider public sector (excluding Devolved Administrations).This PPN covers goods, services and works contracts being delivered in the UK.

It covers the authority:

- Urgently reviewing their contract portfolio and informing suppliers who they believe are at risk that they will continue to be paid as normal (**even if service delivery is disrupted or temporarily suspended**) until at least the end of June.
- Putting in place the **most appropriate payment measures** to support supplier cash flow; this might include a range of approaches such as **forward ordering, payment in advance/pre-payment, interim payments and payment on order (not receipt)**.

  In the circumstances Treasury consent is granted for payments in advance of need

where the Accounting Officer is satisfied that a value for money case is made by virtue of securing continuity of supply of critical services in the medium and long term. Ordinarily managing public money rules prohibit payment in advance of need in absence of transaction specific Treasury consent.

This consent is **capped at 25% of the value of the contract** and **applies until the end of June 2020**.

Payments **must** be **necessary for continuity of supply of critical services**.

- To avoid situations of supplier breach of contract where payment is currently linked to performance (e.g. KPIs or service credits), authorities are expected to maintain business continuity by putting in place, temporary arrangements.
- Ensuring **invoices submitted** by suppliers **are paid immediately** on receipt (reconciliation can take place in slower time) in order to maintain cash flow in the supply chain and protect jobs.
- Continuing to pay at risk suppliers to ensure cash flow and supplier survival. Specifically, where:
    - contracts are reduced or temporarily suspended
    - non-payment could result in supply chains collapsing and/or significant financial implications for the supplier.
    - It would be value for money and important to business continuity to continue to pay suppliers in the short term (regardless of whether the authority is able to reconcile at a later stage).
    - Changes should be captured in contract variations and made clear that the changes relate only to the COVID-19 situation, include a review provision or time limit, and that it is the authority's decision when things should return to normal.

To qualify for these extraordinary measures suppliers should agree to act on an **open book basis and make cost data available to the contracting authority during this period**. They should continue **to pay employees** and **flow down funding to their subcontractors** and be prepared to be audited in due course to ensure compliance.

Authorities are still expected to manage the **risk of supplier insolvency** during this period. Authorities are urged to take a pragmatic approach. The contract should return to its original terms as soon as the impact of the COVID-19 outbreak on the relevant contract is over. Authorities should not accept claims from suppliers who were already struggling to meet their contractual obligations prior to the COVID-19 outbreak.

Suppliers should therefore seek to prove their financial probity, but for the COVID19 outbreak.

The PPN is ultimately there to mitigate against the risk to Government of legal challenges later in the aftermath of the current situation.

3. Supplier capacity

Wherever possible, authorities should seek to re-deploy capacity of suppliers to other areas of need; this can be implemented via a time-bound variation to the original contract under regulation 72 of the Public Contract Regulations (see PPN 01/20 ECA guidance).

4. Payment to maintain business continuity

Authorities should identify their ‘at risk suppliers’ – note there is no definition of ‘at risk’.

Authorities should then confirm with those suppliers that they will continue to pay until **at least the end of June** regardless of contractual delivery.

The PPN specifically states these arrangements can override existing contractual terms, but to make these arrangements operational the suppliers must agree to them.

Recommended ways for authorities to support suppliers are:

- continue to pay at usual contractual rates
- payment against revised/extended milestones or timescales
- interim payments
- forward ordering
- payment on order/payment in advance/prepayment – which could presumably for works include the early release of cash retentions to (money withheld in respect of labour and materials already delivered) as a means of easing an authority’s contractor’s cash-flow
- For contracts which are ‘output/outcome’ based (e.g. KPIs or service credits - often FM contracts and maintenance systems can be priced this way), payments to suppliers should be made on the basis of a calculation of the average of the last three months invoices (provided it does not delay payment, profit margin will not be payable on any undelivered aspects of the contract).
- Suppliers will need to identify in their applications/invoices which elements of amounts due relate to services still being supplied, as opposed to payments being made for business continuity/survival during COVID19 (ex gratia).
- Payments should **not** be made to suppliers where there is no contractual volume commitment to supply – this will be the case in framework/call-off contracts, but this will not preclude the authority from continuing to issue orders under those frameworks/call-off arrangements where essential for business continuity or critical for COVID19 reasons exist – see PPN 01.20 ECA guidance.

Authorities are however asked to carefully consider the extent of payments to be made to suppliers who are underperforming.

5. Transparency

Suppliers in receipt of public funds on this basis during this period must agree to operate on an ‘**open book’ basis** – this includes the supply on request of:

- any data - including from commercial ledgers
- cash-flow forecasts
- balance sheets
- profit and loss accounts, and
- demonstration that the payments made to the supplier under contract have been used in the manner intended - including evidence that staff have been paid the right amount and on time, and that cash continues to flow through the supply chain as quickly as possible.

Authorities should keep records of decisions and agreements made, and ensure suppliers maintain records to enable future reconciliation if necessary.

Suppliers should **not** expect to make profits on elements of a contract that are undelivered during this period.

If a supplier is found not to be compliant with their obligations under the temporary measures, an authority may seek to recover payments made.

6. Accelerating payment

Authorities should pay suppliers as quickly as possible to maintain cash flow and protect jobs. The public sector must pay suppliers within 30 days under the Public Contracts Regulations 2015, but authorities now need to accelerate their payment practice.

Authorities should act now to ensure payment is made as quickly as possible to their suppliers, including:

- an extension of time for contract performance (e.g. revised milestones dates or delivery dates, etc);
- Targeting high value applications/invoices where a prime is reliant on a supply chain to deliver the contract.
- Resolving disputed invoices as a matter of urgency; consider paying immediately and reconciling at a later date in critical situations.
- Take a risk-based approach as to whether 2-way matching is always needed (rather than adopt regular 3-way matching against receipt and Purchase Order)
- Encourage suppliers to invoice on a more regular basis to help cash flow (e.g. every week rather than monthly) – shorten payment periods

Authorities have been told to consider the following:

- Application/invoicing procedures should be clearly set out by the authority for suppliers – Ensure online clarity and process on who, what, where, when and how payments will be managed. This should be clear on the authority's website. Authorities should drive online electronic paperless payment management.
- Application/invoice verification – should be ASAP and include contingency staff approval systems - do not risk causing delay of payment by rejecting payments for minor administrative errors. Undertake only necessary checks and resolve issues as a matter of urgency and reconciling any minor discrepancies in information at a later stage.
- Contingency measures – finance , contract managers and business units - e.g. sufficient numbers of staff with delegated authority to promptly process and authorise an amount due for payment in business units as well as finance teams.
- Monitor flow down to ensure payment is cascading down the supply chain.

Payment Card Solutions - Use of procurement/payment cards where possible to ensure businesses are paid as quickly as possible. Consider increasing the upper limit of spend, open up categories and ensure an appropriate number of staff have the authority to use

7. Contractual issues

Business continuity is paramount.

If a supplier seeks to invoke a clause relating to a form of contractual relief that would allow them to suspend performance, such as force majeure, authorities should first work with the supplier to amend or vary contracts instead.

This can include changes to:

- contract requirements
- delivery locations, frequency and timings
- targets and performance indicators etc
- extensions of time for contract performance (e.g. revised milestones/sectional completion dates or delivery dates, etc)
- a waiver or delay in the ability of the contracting authority to exercise a right and/or remedy (e.g. to claim liquidated and ascertained damages, KPI related service credits or termination of the contract)

Each claim for relief should be considered on a case by case basis, according to the nature of the goods/services/works being supplied, the challenges being faced, the contract terms and the constraints of any statutory requirements.

Whilst the threat of claims/breach by the authority may be ordinarily be leverage in negotiations from a contractor/supplier's perspective, Government is attempting to facilitate constructive collaborative dialogue to ensure continuity of contracts for both the authority and the supplier. There is no point having leverage if the supplier is not around or able to use it.

- **Force majeure -** Authorities are reminded in the PPN that they are not bound to accept a supplier's claim for force majeure and can resist it. Authorities are encouraged to take a more proactive approach as opposed to negotiating new arrangements based on potential existing force majeure claims.
- **Frustration -** Frustration arises where an event, for which the contract makes no sufficient provision, renders performance of the contract impossible or radically changes a party's principal reason for entering into the contract. Whilst if a contract has been frustrated, it terminates automatically, and the parties are excused from their future obligations. However, the drawback of this remedy is that neither party may claim damages from the other for non-performance after the contract is declared frustrated, and being more expensive to perform, or that the supplier will have to perform the contract in a different way as a result of COVID-19 and/or its impact, is not likely to constitute grounds for frustration in itself.
- **Collaboration -** Authorities should maximise on any commercial flexibilities within the contract, including agreeing new measures such as on meeting lead times, waiving or delaying exercising the authority's rights and/or remedies (e.g. to claim liquidated and ascertained damages, service credits or terminate the contract), revising milestones or delivery dates. In these circumstances, if there is one, authorities should use the contract change control procedure to keep records of any changes made and the decision making behind each one. If not, they keep their own records.

8. Procurement Policy Note - COVID-19 02/20 – FAQs Construction

A new PPN has been produced to translate PPN 02/20 on Supplier Relief in relation to Construction contracts.

The PPN is directed at public sector contracting authorities and is stated to be targeted '*preventing a supplier from claiming separate relief from another source of Government financial support on COVID-19, to the effect that the supplier gains an undue advantage by claiming relief twice for the same hardship*'.

9. Scope

The PPN contains model deeds of variation to provide a set of terms that contracting authorities can use for NEC3 and JCT standard forms of contracts. You should bear in mind that in 90% of cases standard form contracts are amended and so the deeds will equally have to be tailored for use by the parties.

The guidance notes are designed for existing public contracts for the delivery of works. The principles in the guidance notes can be applied across all forms of construction contracts.

Other forms of contractual relief and remedies, which are not the subject of the guidance notes or PPN 02/20, may be available to the parties and we have made some suggestions.

Any agreement to vary, suspend or otherwise alter the contract should follow the; who, what, where, when and why, method of drafting each parties' rights and obligations.

10. How is the PPN applied

The contracting authority should consider what is the most appropriate relief to the relevant supplier (whether requested or not), in combination or otherwise, to enable the works to continue both during (if appropriate) and after the current COVID-19 outbreak.

Any relief granted will need to be accompanied by provisions around open book transparency and the provision by the supplier of supporting information to allow the authority to check that the commercial principles are complied with when relief is given, which may include an ability to audit where savings are being applied during the period of relief and should:

- require the supplier to continue to pay employees as well as its supply chain and to do so promptly within any specified time scale;
- require the supplier to warrant that it will not be in breach of any financial covenants by accepting the relief and ensure that the supplier does not enforce any security against a third party after receiving relief;
- subject to the authority being able to take all action necessary to recover any relief payments made if the supplier fails to apply the relief for the purposes agreed by the authority, fails to act transparently and with integrity, or takes an undue advantage of the relief; and
- provided on the basis that a supplier is prevented from claiming contractual relief from a contracting authority as well as claiming separate relief from the Government to the effect that the supplier gains an undue advantage by claiming relief twice for the same hardship (save where separate relief from the Government is in relation to recovery of costs (e.g. furloughed staff costs under the Coronavirus Job Retention Scheme) which are distinct from any other relief available under the PPN and have been properly incurred by the Contractor).

11. FAQs

Q1 - Which works and construction contracts are in scope of PPN 02/20?

PPN 02/20 applies to all contracts let under the Public Contracts Regulations 2015 (PCR), Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016 and the Concession Contracts Regulations 2016. This includes engineering, building and construction works contracts which are normally, but not exclusively, procured using one of the standard forms of construction contract (e.g. JCT or NEC).

Q2 - Are the Construction Guidance Documents applicable to devolved administrations?

No.

Q3 - If a contracting authority has a construction project which is paused due to the impact of COVID-19, should it continue to pay its suppliers?

The contracting authority should continue to pay suppliers at risk due to COVID-19 on a continuity and retention basis until at least the end of June 2020, to:

- ensure supplier cash flow;
- maintain cash flow into the supply chain;
- protect jobs;
- ensure suppliers are better able to cope with the current crisis and to fulfil contractual obligations once the COVID-19 crisis is over;
- ensure continuity of suppliers' businesses during and after the crisis; and
- ensure suppliers are able to resume delivery of public services once the outbreak is over.

This could include, for example, in situations where:

- works are required to be ceased or scaled back at short notice due to the impact of COVID-19 and non-payment could result in supply chains collapsing and/or significant financial implications for the supplier and consequential job losses at the supplier and supply chain level; and
- it would be value for money and important to business continuity to continue to pay suppliers in the short term (regardless of whether contracting authorities are able to reconcile at a later stage) to ensure that the supplier can complete the works in due course.

The contracting authority should identify their suppliers at risk and this should be taken on a case by case basis.

We anticipate the majority of suppliers will be at risk during this period and authorities do not need to undertake a detailed assessment of suppliers' financial viability to determine whether they are at risk, but clearly suppliers that are not impacted by COVID- 19 should not benefit from relief. Otherwise, there seems to be no definition or guidance on what is meant by 'at risk'.

Payment under construction contracts can operate in a number of different ways and there are a range of ways to provide payment relief to suppliers during this period. For example, contracting authorities can continue to pay at usual contractual rates, or consider other options such as payment against revised/extended milestones or timescales, interim payments, forward ordering, payment on order or payment in advance/prepayment. Risks associated with advance or pre-payment should be carefully considered and documented and legal advice sought.

If the supplier is able to continue delivering their contract as normal, then the contracting authority should pay it as normal under the agreed payment regime.

Q4 - Should contracting authorities amend contract terms to reflect the fact that the supplier has been given relief?

Yes, both parties should obtain legal advice regarding how the relief agreed affects the parties' respective obligations under the contract.

Q5 - How should contracting authorities ensure that a supplier receiving relief under PPN 02/20 does not also receive equivalent relief from the Coronavirus Job Retention Scheme (CJRS) or other COVID-19 support schemes from the Government?

Suppliers cannot be paid under delivery of the contract and claim for some or all of the same employees working on the contract under the Coronavirus Job Retention Scheme (CJRS). Payments under CJRS are for staff who are furloughed and not working.

Relief provided by contracting authorities should therefore be contingent on suppliers ensuring that during the relief period, all of the parts of the workforce identified to deliver the contract are not furloughed under CJRS.

The guidance does not address if relief can be given if the supplier chooses to furlough on 100% for the 20% not covered by the CJRS.

Any supplier found to have acted fraudulently by claiming under the CJRS (or other COVID-19 support schemes) for workers that are being paid under a public sector contract, may be excluded from future public contracts on grave professional misconduct grounds under regulation 57(8)(c) of the PCRs.

Q6 - Should I consider early release of retentions?

Contracting authorities should carefully consider whether retentions can be released early on a case-by-case basis. The guidance states '*the premature release of retentions by an authority may result in the authority taking on significant risks which are not in its control and which are inappropriate for it to bear (for example, serious defects which may only come to light once the authority has the time and resources to satisfy itself that the works have been completed to the required standard, or latent defects)*'.

The guidance instructs that '*the contracting authority may consider the release of a retention where the works have been completed in substance and only minor defects (or snagging items) remain which do not prevent use but cannot be rectified immediately due to COVID-19. An appropriate amount should be withheld in respect of those minor defects and a sum might also be withheld to guard against undiscovered defects'.*

Authorities may also consider releasing a percentage of the retention sum if the authority is advised that certain milestones have been met.

Q7 - Are there other ways they can ensure payments reach the whole of the supply chain quickly?

In order to accelerate payment down the supply chain, contracting authorities may want to consider operating project bank accounts during the COVID-19 period.

ECA would also suggest they could be utilising advanced payment bonds, vesting certificates/off-site materials agreements for large volumes and/or high value materials.

12. Options for Relief in Construction Contracts

The options for supplier relief stated in the guidance should be considered alongside the model deeds of variation. The model deeds provide a set of terms that contracting authorities can use for NEC3 and JCT standard forms of contracts. Parties should seek legal advice to ensure that the model deeds are consistent with the contract which they seek to vary

	Relief & **Application to Supplier**	**Consideration & implementation** **ECA Commentary**
1	Accelerated payment of invoices (which should include applications. Enhances cash flow for the supplier and its supply chain.	In PPN 02/20 payment of invoices submitted by suppliers should be accelerated and therefore this relief should be considered for all at risk suppliers. If there are currently disputed invoices, the authority may consider paying them now and reconciling them later. Reconciliation of issues within invoices may be needed following the end of the relief period Contractual changes likely to be required to provide reconciliation provisions Authorities should ensure that payment systems are set up to allow for accelerated payments. Payment of disputed invoices should be properly documented by the parties. Where accelerated payment of invoices has been made during relief period, express right for authorities to review such invoices and where appropriate, set off against/reconcile with future invoices, as appropriate. On the issue of reconciliation note the PPN on Supplier Relief states '*It would be value for money and important to business continuity to continue to pay suppliers in the short term (**regardless of whether the authority is able to reconcile at a later stage**)*.' At the very least undisputed parts of an invoice application should be paid as opposed to withholding the entire amount. This PPN effectively permits payment of disputed sums. The Construction Act and corresponding contracts will continue to require payment and pay less notices specifying amounts due and the basis for calculation. We would suggest that reconciliation would be better managed through payment automation/transaction management software to provide a fully auditable recorded system.
2	Certification of interim valuations where work has not been undertaken, based on previous valuations Maintains cash flow for the supplier as they will continue to be paid notwithstanding the non-performance of its contractual obligations.	The proposal is to certify interim valuations based on previous months' progress of the works, not actual progress given that progress of the works may be effected by COVID-19. As a guide for what relief the authority should offer to suppliers, calculate the average of the previous three months' valuations (less supplier profit). **The amount the authority continues to pay suppliers should be no more than this average**. For projects that have recently commenced, consideration will need to be given to the value of works already provided and any payments made by the supplier to its employees and supply chain i.e. staff costs and any

		long-lead items along with the projected cashflow for the project. This option is similar to an advance payment (see below). If the previous months' invoicing contains any disproportionately high values, for project-specific reasons or otherwise, these should be discounted in assessing the value of the interim payments to be made during the relief period. Consideration should also be given as to the stage of the contract works, **whether the value remaining in the works is greater than the proposed interim payments to be made** and **the possibility that any overpayments made are unlikely to be recovered if there is an insolvency event**. If this relief is given, the supplier will not be able to make contractual claims for costs incurred as a result of the COVID- 19 outbreak. ——————————————— This form of relief would require an amendment to the contract terms to allow for the authority to make payments in excess of the value of the works performed to date at its discretion. Contract terms would need to be amended to prevent contractual claims for costs due to COVID- 19 being claimed in addition to this relief. Contractual changes likely to be required to provide reconciliation provisions. ——————————————— The obvious issue with averaging three months (without profit), is that it does not cater for the realistic incline of the cash-flow curve throughout the expected programme. However, this can be managed through open-book dialogue sharing cash-flow forecasting and binding commitments at sub-contract level to both labour and materials - any long-lead items along with the projected cashflow for the project. According to the PPN disproportionately high values, for project-specific reasons or otherwise, should be discounted in assessing the value of the interim payments to be made during the relief period We would argue on the basis of '*consideration should also be given as to the stage of the contract works,* ***whether the value remaining in the works is greater than the proposed interim payments to be made'*** therefore if you use your cash-flow forecast as the basis for your dialogue natural incline in the projected cash-flow forecast should not be counted as '*disproportionately high values, for project-specific reasons or otherwise*'. From a contractor's perspective, contract terms will still need to allow for any other contractual or common law claims for relief where the contractor is not able to recover all or part of its loss under the contract or any agreement reached and recorded pursuant to this PPN.
3	Amendment to existing payment mechanism to make more regular payments or re- order existing payment schedule ——————————————— Improve supplier cash flow.	Consider current milestone / activity schedule as to whether it can be re-ordered or whether milestone / activities could be split to bring them forward. Consider ability to process more regular payments. The authority should consider current progress on site and whether it is in accordance with the existing milestone schedule / activity schedule. ——————————————— The contract terms would need to be amended to provide for revised milestone / activity schedules. Depending on how parties agree to re-order existing payment schedule, reconciliation provisions may apply.

		To ensure regular and consistent cash-flow, we suggest negotiations are based on the opening requirement for fortnightly interim payments simulated on your projected cash-flow forecast for he project – this will be the most effective way of ensuring you mitigate the relief in a way which substantially reduces your likelihood of being 'at risk'. The indication above is that this relief measure may not be judged appropriate if the contractor is also judged to be in delay in its progress with the works.
4	The provision of advance payment(s) to the supplier. Improved cash flow for the supplier and its supply chain and continuity of payments.	The authority will need to consider whether there is a value for money case by virtue of securing continuity of supply of critical works in the medium and long term. The authority will need to consider the amount of advance payments being made to the same supplier across numerous contracts (if applicable). Consideration should be given as to how and when any advance payment(s) will be repaid by the supplier to the authority. The purpose of the advance payment(s) should be clear. For example, if it is being used for the ordering of materials, it might be appropriate to ensure that appropriate vesting certificates are provided to the authority or advance payment bonds. Some contracts already provide for advance payments (for example the JCT 2016 DB Contract, clause 4.20 and NEC3 ECC, Option X14), albeit such payments are generally identified at contract signature and outlined in the contract particulars. Therefore an amendment to the contract to introduce any new and/or additional advance payments may be required. Depending on what additional advance payment(s) the parties agree to, reconciliation provisions may apply. Advanced payment are common where high volume and/or high value materials are required putting strain on contractor's cash-flow.- however, we note they are cautioned by the need to demonstrate '*value for money'* and consider overall liability to any one contractor across numerous projects. ECA has precedent off-site materials agreements/vesting deeds for use by contractor who can be sure the risk profile within the document is suitable.
5	KPI/service credit payments and targets Often strategic alliancing, PPC2000, call-off or framework arrangements are based on service credit/KPI payment adjustment mechanisms.	These should be contractually adjusted or suspended by agreement in order to ensure they do not preclude or act in any detrimental way to the supplier's cash-flow.
6	Redeployment - authorities should seek to re-deploy capacity of suppliers to other areas of need; this can be implemented via a time-bound variation to the original contract under regulation 72 of the Public Contract Regulations (see PPN 01/20 ECA guidance).	Unless the contract includes for a mobile/or roaming arrangement across a geographic area or portfolio of properties the contract will need to be amended to cater for this alternative arrangement. Payments should not be made to suppliers where there is no contractual volume commitment to supply – this will be the case in framework/call-off contracts, but this will not preclude the authority from continuing to issue orders under those frameworks/call-off

	The PPN states payments to suppliers should be made on the basis of a calculation of the average of the last three months invoices (provided it does not delay payment, profit margin will not be payable on any undelivered aspects of the contract).	arrangements where essential for business continuity or critical for COVID19 reasons exist – see PPN 01.20 ECA guidance.
7	EOTs – the PPN states an extension of time for contract performance (e.g. revised milestones dates or delivery dates, etc) may be given. The PPN goes on to state the contracting authority should consider a waiver or delay in the ability of the contracting authority to exercise a right and/or remedy (e.g. to claim liquidated and ascertained damages, KPI related service credits or termination of the contract).	This would need to be instructed under the contract so as to work within the contractual mechanisms for increasing the time for completion and thereby precluding any right to damages/claims by the client for delay (including where necessary Liquidated & Ascertained Damages).
8	The PPN also allows contracting authorities to target high value applications/invoices where a prime is reliant on a supply chain to deliver the contract.	In the case of M&E which on average accounts for 40-50% of the cost of construction works and high volumes of materials/high value materials, this would critical to successful project delivery and ongoing business continuity.

Although the PPN guidance gives sample legal documents, ECA strongly suggests you consult with us to ensure they are tailored for a contractor's use. You should not simply accept their drafting, assuming it works for you, without first taking advice.

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