Procurement Guidance Note
PGN 03/14

Construction Works
Procurement: Project Bank Accounts (Pilot)

Reissued: 23 April 2015
PROCUREMENT GUIDANCE NOTES

The Northern Ireland Public Procurement Policy was approved by the Northern Ireland Executive in 2002. In approving the policy, the Executive took the decision that legislation was not necessary to ensure that Departments, their Agencies, Non-Departmental Public Bodies and Public Corporations complied with the policy. Instead, it considered that compliance could be achieved by means of administrative action.

These Procurement Guidance Notes are the administrative means by which the Northern Ireland Public Sector is advised of procurement policy and best practice developments. They are developed by the Central Procurement Directorate (CPD), in consultation with the Centres of Procurement Expertise (CoPEs), and are subject to the approval of the Procurement Board.

Once endorsed by the Procurement Board, they are issued to the Departments for implementation and copied to CoPEs to develop, if necessary, underpinning procedures supporting the implementation of this guidance in their particular sector.

CPD is responsible for disseminating advice and guidance to the Northern Ireland public sector on public procurement policies and for monitoring implementation.

The Procurement Guidance Notes are also published on CPD’s website.

The following Procurement Guidance Note was endorsed by the Procurement Board with effect from 9 April 2014 for use by those bodies covered by the Northern Ireland Public Procurement Policy.

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Definition of Terminology

In the preparation of this guide, the term contractor/supplier has been used to denote an organisation that contracts directly with a Department, whether it is a supplier, a service provider or a construction contractor.

The term Department has been used to refer to those bodies subject to Northern Ireland Public Procurement Policy including Departments, Non-Departmental Public Bodies and Public Corporations. A full list of such bodies is available in Annex A of the Northern Ireland Public Procurement Policy.
1 PURPOSE OF THIS GUIDANCE

1.1 The purpose of this guidance is to facilitate the implementation of Project Bank Account (PBA) pilot projects. Each construction Centre of Procurement Expertise (CoPE) has agreed to pilot one PBA in its sector. This guidance will be subject to a further review following six months operational experience of these pilot PBAs on site.

1.2 CPD has decided to apply PBAs in its projects that have an estimated construction value in excess of £1 million and which contain a significant subcontracting element (that is first tier Subcontractors whose subcontract has a value in excess of 1% of the main contract value). However, for the purpose of its pilot project, each CoPE can decide the value of the project in which it will introduce a PBA. CPD intends to review this threshold following feedback from each CoPE on its pilot project.

2 BACKGROUND

2.1 Poor payment practices within the Northern Ireland construction industry have been a matter of concern to the industry, Government and the wider public for some time.

2.2 Poor payment practices place unreasonable burdens on lower tier Subcontractors to provide finance for the work of higher tier Subcontractors and the Main Contractor. Subcontractors are also exposed to risks of default or insolvency of the Main Contractor. Insolvency of a Main Contractor often leads to a domino effect in the supply chain where, upon entering administration, its Subcontractors become exposed to the risk of insolvency.

2.3 Most of the work in publicly funded construction projects is undertaken by Subcontractors. Subcontractors also account for the vast majority of the workforce within the construction industry and are vital to its economic health. Consequently, it is important that publicly funded bodies (Contracting Authorities) ensure that Subcontractors employed on their construction projects obtain the benefits of prompt payment.
2.4 To ensure prompt payment to Subcontractors, most of which are small or micro businesses, Government has introduced a range of measures in its construction contracts. One of these measures is the use of PBAs.

3 WHAT IS A PROJECT BANK ACCOUNT (PBA)?

A PBA is a ring fenced bank account from which payments are made directly and simultaneously to a Main Contractor and members of its supply chain. A PBA must have trust status which means that the monies held in the account can only be paid to the beneficiaries (that is, the Main Contractor and supply chain members). The account is held in the names of trustees who are normally the Contracting Authority, the Main Contractor and the Named Suppliers.

3.1 Key benefits of the use of a PBA to a Contracting Authority include:

- ease of compliance with Fair Payment Charter principles;
- effective mitigation of the risk of payment delay and the costs associated with it;
- reduction in the risk of supply chain failure, by improvement of cash flow;
- transparency of supply chain spend and payment flow; and
- easier measurement of payment timescales across supply chain.

3.2 A PBA:

- is simple and cost effective to set up and operate for all parties;
- is linked to a Trust Deed, and provides insolvency protection for the supply chain payments held within the PBA;
provides visibility for supply chain over timing/amounts of payments;

is easily auditable by Contracting Authorities; and

supports the principle of collaborative working and allows suppliers to focus on delivery.

3.3 A PBA does not:

• involve Contracting Authority prefunding;

• cut across contractual provisions governing the preparation and submission of interim applications or the valuation, authorisation or certification of interim payments;

• take away the Main Contractor’s responsibility for managing and selecting the supply chain so that the work is performed in accordance with the contract. The Contracting Authority’s role, as a trustee of the PBA, is merely to authorise payment transfers from the account;

• remove statutory obligations for VAT, taxation accounting liabilities, etc from the Main Contractor, Subcontractors or Contracting Authority; or

• add significant cost to the project, as interest can be used to offset banking fees where such fees are charged.

4 ON WHAT TYPE OF CONTRACT SHOULD A PBA BE APPLIED?

4.1 PBAs may be included in the contract conditions for Government construction works contracts, where such contracts have an estimated construction value in excess of £1 million and which contain a significant subcontracting element.

4.2 The decision as to which contracts contain a significant subcontracting element requires the professional judgement of each CoPE. This decision
should be based upon the CoPE’s knowledge of the sector, the contract and the number and/or value of the subcontracts contained within the contract.

4.3 CPD, in its contracts, has decided that PBAs will apply, initially, to the mechanical and electrical subcontractors. It is, however, intended that future contracts will extend access to the PBA to all first tier Subcontractors whose subcontract has a value in excess of 1% of the main contract value.

4.4 There may be cases where the policy cannot be applied to all Subcontractors who fall within it; for example, where the subcontractor requires more onerous payment terms such as payment in advance. However, it is expected that these cases will be rare.

4.5 Application of the PBA policy to some maintenance contracts will not be appropriate as these require individual payments per work order leading to multiple small value payments each month.

5 OPERATION OF A PBA

The operation of a PBA requires three main decisions to be taken. The decisions taken are set out below along with the rationale for each decision:

5.1 Who will be the trustees of the PBA?

The trustees control the money within the PBA and may direct its use as they wish. To protect the funds in the PBA from inappropriate use, there will be a trustee from the Contracting Authority and a trustee from the Main Contractor.

5.2 Who will authorise payments?

To protect the funds in the PBA, payments made from the PBA will require authorisation from both the Contracting Authority’s representatives and the Main Contractor’s representatives.
5.3 **Who will set up the PBA?**

Opening a PBA can require additional time if the agreement for a facility has not already been arranged. To avoid delays, the PBA facility provision should be agreed by the Contracting Authority prior to completion of the tender process.

6 **PBA CONSTRUCTION CONTRACT REQUIREMENTS**

6.1 Any contractor considering applying for inclusion on a tender list should be aware of the potential use of a PBA on the project. Wording suitable for inclusion in PQQ documents is attached at Annex B.

6.2 PBA contract clauses, for use with the NEC3 ECC form of construction contract, have been developed. These are suitable for use by CoPEs.

6.3 A Z clause for use with the post April 2013 version of the NEC3 ECC contract is attached at Annex B. A version for use with the pre April 2013 NEC3 ECC contract version may be obtained from CPD upon request.

7 **PBA PROCESSES**

7.1 To ensure a consistent approach to the application of the PBA policy, Step by Step Process Guides have been developed by CPD.
7.2 Separate processes have been developed for:

- **Central Government Projects**: that is, those undertaken by Contracting Authorities that use the Northern Ireland Civil Service (NICS) Banking Services Contract. These are mainly departments and their NDPBs; and

- **Non Central Government Projects**: that is, those undertaken by organisations that do not have access to the NICS Banking Services Contract. These are mainly public and private bodies in receipt of grant funding.

7.3 The PBA Policy Step by Step Process Guides refer to template documents and forms which have been prepared by CPD to assist Contracting Authorities, Contractors and their supply chain comply efficiently with the PBA processes.

- The PBA process for Central Government Projects along with the appropriate template forms are attached at Annex C as set out below:
  - Project Bank Accounts Process – Step by Step Guide (Form CG0)
  - Request to Open a Project Bank Account (Form CG1)
  - Project Bank Account - Trust Deed (Form CG2)
  - Project Bank Account - Bank Mandate (Form CG3)
  - Project Bank Account - Joining Deed (Form CG4)
  - Project Bank Account - Authorisation (Form CG5)

- The PBA process for Non Central Government Projects along with the appropriate template forms are attached at Annex D as set out below:
  - Project Bank Accounts Process – Step by Step Guide (Form NCG0)
8 OPENING A PBA FACILITY

8.1 The NICS Banking Services Contract provides those public bodies, which are covered by it, with the right to open bank accounts in accordance with its contract terms. A working arrangement for PBAs agreed with the NICS Banking Services Contract provider includes the provision of bank accounts without bank fees, transaction charges or interest. The working arrangement facilitates the opening of accounts within 5 working days and operation of the accounts through instructions that are signed, scanned and emailed to the bank. It also facilitates confirmation of signed, scanned and emailed instructions by telephone call from the bank, as well as automatic generation of emails or text messages upon lodgement or withdrawal of funds from the account.

8.2 To facilitate the prompt opening of PBAs, it has been agreed to provide the holder of the NICS Banking Services Contract with sample signatures of officials from each CoPE. The officials whose sample signatures are provided on the appropriate form can, in turn, confirm that the official requesting the opening of a PBA is authorised to do so by the relevant CoPE. The appropriate form is the PBA Process Form for CoPE use which is attached at Annex E.

8.3 Where a Contracting Authority does not have access to the NICS Banking Services Contract, the Contracting Authority will have to arrange its own PBA
Facility. To assist in this task, a PBA Facility Specification is included in the template documents for Non Central Government projects.

8.4 The Project Manager (PM) will be responsible for monitoring the PBA. This means that the PM will be required to:

- monitor the PBA to check lodgements and payments occur as authorised;
- identify charges and interest for PBAs not provided through the NICS Banking Services contract;
- ensure that charges and interest are appropriately passed on to the Employer and recorded in the Employer’s accounts; and
- close the PBA on completion of the project.

9 PBA OPERATIONAL ISSUES

9.1 Implementation within Public Bodies not party to the NICS Banking Services Contract

The use of a PBA may require Contracting Authorities to procure additional banking services or change their current procedures. The time required to undertake these actions, and any staff training that is required, should be considered at the outset. These should also be taken into account by each CoPE as part of its implementation plan for the introduction of PBAs in its construction contracts.

9.2 Financial effects on Main Contractors

The use of a PBA on a construction contract may have a significant effect on the cash flow of the Main Contractor. It is, therefore, essential that the Main Contractor is aware as to whether a PBA will be used or not on a contract prior to tendering for it.
9.3 Potential for dispute

PBAs remove many of the payment worries for Subcontractors and allow them to concentrate on completing the project successfully. This significantly reduces the likelihood of disputes between the Main Contractor and Subcontractors. To avoid an increase in the likelihood of disputes between the Contracting Authority and Main Contractors, the PM should not become involved in disputes between a Main Contractor and its Subcontractors. The PM must not give rulings on, or get involved in, payment or other disputes between the Main Contractor and its Subcontractors. CoPE training and guidance on PBAs for PMs should warn against this.

The PM should consider whether the sum the Main Contractor is proposing to pay to the Subcontractor (in light of the work completed by the Subcontractor and the subcontract terms and conditions) is, in broad terms, unreasonably low. If, in the PM’s opinion it is unreasonably low, then the PM should raise the issue formally with the Main Contractor and the Subcontractor involved and encourage dialogue between both parties so that an agreement can be reached. If adequate explanation is not forthcoming and, in the PM’s opinion, the Main Contractor has unreasonably withheld payment, the PM can instigate the Protocol for Managing Poor Contractor Performance (see Annex E of PGN 01/12: Contract Management Procedures and Principles).

10 FREQUENTLY ASKED QUESTIONS

Frequently Asked Questions that arise regarding PBAs are attached at Annex A.
11 DEFINITIONS

Main Contractor: A firm contracting directly with a Contracting Authority to undertake a construction project.

Subcontractor (also known as Named Supplier): A firm contracting with a Main Contractor to undertake part of a publicly funded construction project.

Contracting Authority (also known as Client or Employer): Organisations including: Northern Ireland Government departments; Non-Departmental Public Bodies; Public Corporations; and private bodies in receipt of grant funding where a condition of the funding is that the organisation complies with Northern Ireland Public Procurement Policy. The term Employer is used in the template documents to match the terminology used in the NEC3 form of contract.

Central Government Project: Project undertaken by a Northern Ireland Government Department or a Non-Departmental Public Body that has access to the NICS Banking Services Contract.

Non Central Government Project: Project subject to a requirement to use a PBA which is not undertaken by a body that has access to the NICS Bankings Service Contract.

12 FURTHER INFORMATION

Any queries on this guide should be addressed to:

Construction Procurement Policy Branch
Central Procurement Directorate
2nd Floor East
Clare House
303 Airport Road West
Belfast, BT3 9ED
Phone: 028 9081 6871
Email: ConstructionProcurementPolicy@dfpni.gov.uk
ANNEX A: FREQUENTLY ASKED QUESTIONS

1. **Why are different arrangements in place for Central Government projects and Non Central Government projects?**

   Central Government and some other public bodies have access to and use the NICS Banking Services Contract. This provides them with several advantages including:

   - provision of bank accounts that have no fees;
   - enabling operation of bank accounts without the use of ‘online banking systems’ that cannot be operated from within the Government secure computer network;
   - enabling authorisation of payment instructions through email of scanned signed documents, requiring only telephone confirmation of such authorisations; and
   - enabling prompt opening of bank accounts with limited identity requirements.

   The NICS Banking Services Contract is not available to non NICS bodies. Therefore, grant aided bodies or other public bodies that cannot access the NICS Banking Services Contract are required to arrange their own bank account provider. PBAs procured by non Central Government bodies must conform to the PBA Bank Account Specification to ensure consistency as well as effective and efficient operation.

2. **Why are only first tier subcontracts covered by PBAs?**

   The Main Contractor has a direct contractual relationship with its first tier subcontractor(s) and, consequently, the Main Contractor can influence the first tier contract requirements. Second and subsequent tier subcontracts are not directly influenced by the Main Contractor and, consequently, are more difficult for the Main Contractor to control. Despite the potentially
large value of some second tier subcontracts, it is not considered feasible, at present, to extend the mandatory use of PBAs to them. However, the Main Contractor and first tier Subcontractors may agree to the voluntary use of PBAs for subsequent tiers of Subcontractors if they wish.

3. **Why are only subcontracts with a value over 1% of the main contract value covered by PBAs?**

A large construction contract may have hundreds of first tier Subcontractors. These range from subcontracts which are a large percentage of the main contract value and last for a large percentage of the project duration to small value contracts of very limited duration. To require all first tier subcontracts to be included in a PBA would substantially increase the administrative burden on the Main Contractor and Subcontractor with limited benefit.

4. **Why are all first tier subcontracts with a value exceeding 1% of the main contract value not included in the initial construction contracts which use PBAs?**

The introduction of PBAs can have a significant effect on the cash flow of main contractors. To allow main contractors to adjust to the effect on their cash flow, the first contracts that include PBAs have restricted the use of the PBA to the mechanical and electrical subcontractor. It is intended that future contracts will require that all subcontracts with a value in excess of 1% of the main contract value will be included in the PBA.

5. **Who determines the division of payments within the PBA process?**

It is the Main Contractor’s role to advise the PM what payments (paid through the PBA) are due to each Subcontractor. The role of the PM, representing the Contracting Authority, is to check that the Main Contractor is complying with the prompt payment conditions within the main contract. Where the PM has reason to believe that the Main
Contractor has not met its contractual requirements, such as prompt payment of its Subcontractors, the PM may apply the poor performance protocol within the contract. The poor performance protocol provisions within Government contracts are applied separately to the PBA provisions and can be triggered by failure to comply with the contract requirements.

6. **Does each project require a separate PBA?**
   Yes.

7. **Can the Main Contractor cancel payments after they have been authorised?**
   Yes. The PBA Bank will contact the Main Contractor by telephone immediately prior to transferring the money out of the PBA to confirm the payment authorisation received from the PM. If the Main Contractor refuses to confirm the validity of the payment authorisation, the PBA Bank may block all payments on that authorisation. In such instances the PM will be notified and a new payment authorisation will be required from the PM to release any payments held in the PBA.

8. **In the event of the insolvency of a Main Contractor can monies be removed from the PBA?**
   In the event of the insolvency of a Main Contractor, the Main Contractor cannot remove any monies from the PBA except those authorised to be paid to it by the PM. An administrator, receiver or liquidator of a Main Contractor may be able to delay payment of monies within the PBA to Subcontractors but will not be able to remove such monies.

9. **Are non UK contractors covered by PBAs?**
   Yes. The location of the Main Contractor or Subcontractors is incidental to the operation of the PBA as the PBA must be provided in Northern Ireland.
10. **Can payments from the PBA be made in Euros?**
   All payments will be made in the currency of the NEC contract (that is, pounds sterling). However, there is nothing to prevent a Main Contractor paying a subcontractor an amount of money in sterling that is financially equivalent to the sum in Euros at a particular date (for example, the assessment date).

11. **Will the CoPEs continue to monitor payment of Subcontractors?**
   Yes. The introduction of PBAs does not remove the requirement on Main Contractors to report all payments to first tier subcontracts with a value that exceed 1% of the main contract value and for CoPEs to monitor such payments. Obviously this will be easier to monitor where a PBA is used.

12. **What happens where there are insufficient monies within the PBA to discharge all of the payments due to the Subcontractors?**
   The Main Contractor is responsible for payment of its Subcontractors and is obliged to discharge payment to the Subcontractor even if it has not received payment, or sufficient payment, from the Contracting Authority. Where there is insufficient money within the PBA to pay a subcontractor, the Main Contractor will have to make such payment directly to the Subcontractor outside of the PBA.

13. **How are balances within the PBA accounted for at financial year end?**
   The money within the PBA is the Main Contractor's money, held in trust for payment to its Subcontractors. Any balances within the PBA, at the financial year end, are therefore, considered in the same way as balances within the Main Contractor's normal bank accounts.
14. **Not all Subcontractors hold HM Revenue & Customs, Construction Industry Scheme (CIS) Gross Status. How will this affect payments through a PBA?**

   It is the Main Contractor’s duty to establish the correct payment to each subcontractor, taking account of its CIS status and VAT position. This remains unchanged when payments are made through a PBA. It is, however, noted that the Main Contractor will have to provide assessments for both CIS and VAT as this information will be needed to inform payments to each subcontractor. It is recognised that at present these issues are generally only considered after the Main Contractor has received payment, but there is no reason why they cannot be considered earlier.

15. **Will the Contracting Authority be able to determine the Main Contractor's profit margin?**

   No. As all payments are not made through the PBA (that is, subcontracts with a value below 1% of the main contract value), it will not be possible for the Contracting Authority to determine the Main Contractor’s profit margin.
ANNEX B: STANDARD WORDING FOR PQQS AND CONTRACT DOCUMENTS

STANDARD WORDING FOR PQQS

- Project Bank Accounts

‘The Contractor should note that the Contract Conditions may include a requirement to utilise a Project Bank Account (PBA). The Contractor may be required to execute a trust deed for the operation of the PBA.

The PBA will be provided by the Employer and is to be used to make payments by the Employer to the Contractor and to the first tier Subcontractors.

The Contractor will be required to make payments to all subcontractors named in the PQQ and any other subcontractors specified in the contract documents, through the PBA.

Further details of the PBA operation will be included in the invitation to tender documents.’

CONTRACTUAL REQUIREMENTS FOR PBAs

- Z Clause for inclusion in NEC3 contracts (post April 2013)

(Note: Replace ? with next sequential Z clause number.)

Z? Option Y (UK) 1

Z?.1 DELETE the words “and the Contractor” in clause Y1.1 (3), line 2.

Z?.2 DELETE the word “Contractor” and INSERT word “Employer” in clause Y1.2, line 1.

Z?.3 DELETE the word “Contractor” and INSERT word “Employer” in clause Y1.3, line 1.

Z?.4 OMIT clause Y1.4

Z?.5 OMIT the last word “and” of the first bullet point and all of the second bullet point of Y1.8
ANNEX C: PBA PROCESS FOR CENTRAL GOVERNMENT PROJECTS

Project Bank Accounts Process – Step by Step Guide (Form CG0)

Request to Open a Project Bank Account (Form CG1)

Project Bank Account - Trust Deed (Form CG2)

Project Bank Account - Bank Mandate (Form CG3)

Project Bank Account - Joining Deed (Form CG4)

Project Bank Account - Authorisation (Form CG5)
### Project Bank Accounts Process – Step by Step Guide (Form CG0)

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<td>1</td>
<td>ITT to contain this Step by Step Guide of the PBA process (or a link to it) and have the template forms attached (or linked) for information.</td>
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| 2 | Before contract award, the PM has the forms below completed and signed by the Employer:  
- Request To Open PBA* (to be signed by Employer [Grade 5/Director]);  
- Trust Deed (to be signed by the Employer [Grade 5/Director]); and  
- Bank Mandate (Employer’s page): to be signed by persons authorised to release payments to the Contractor. This should include PM, Architect/Engineer and QS, as well as Client Advisor and Project Sponsor (or at least one official from Employer dealing with project). | The representative of the Employer signing the Request To Open PBA and Trust Deed forms must be a  
member of the Senior Civil Service or an equivalent grade.  
Bank Mandate to include the email address to receive automatic notification of transactions into and out of PBA. |
| 3 | Immediately after awarding the contract the PM organises a meeting to be attended by a Director from the Contractor to have the following forms signed:  
- Request To Open PBA*: to be signed by Director and accompanied by a photocopy of the Director’s passport or driving licence and proof of home address (for example, utility bills);  
- Trust Deed: to be signed by Director/Company Secretary; and  
- Bank Mandate (Contractor’s page): to be signed by Contractor’s staff authorised to make payments to Named Suppliers.  
The PM ensures that the Contractor completes and signs the forms. The Trust Deed and the Bank Mandate (Contractor’s Page) may be brought to the meeting already completed and signed so that only the Contractor’s Director has to attend the meeting. | If the Request To Open PBA or Trust Deed is executed by the signature of one director of a limited company, or by one partner of a partnership, evidence must be provided that the Director/Partner is authorised to sign on behalf of the company/partnership.  
Trust Deed includes Contractor’s own bank account details (name, number and sort code).  
The Request To Open PBA* when completed by the Contractor contains personal information and must be transmitted, held, and processed securely in accordance with the Data Protection Act 1998. [See the Data Protection Requirements notes attached at end of this document.] |
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| 4 | When the forms are complete and signed, the PM photocopies the identity page of the Contractor’s Directors passport or driving licence and proof of their home address (for example, utility bills). The PM certifies the photocopies* as true copies with the following text and signs it.  
*I certify that this is a true and accurate copy of an original passport/driving licence document.  
Signed: ______________________________________________________________________  
Print name: ____________________________________________________________________  
Date: ________________________________________________________________________ | Photocopies of an identity document or proof of home address contains personal information and must be transmitted, held, and processed securely in accordance with the Data Protection Act 1998. [See the Data Protection Requirements notes attached at end of this document.]  
Note: The PM must see the original documents to be able to certify the copies as accurate. |
| 5 | When the three initial forms and the certification of the identity documents photocopies are complete, the PM must pass these to the relevant CoPE PBA contact to set up the PBA. | It is recommended that the PM does not keep copies of documents containing personal data. |
| 6 | The CoPE PBA contact emails Government Accounts Branch (GAB) contact to ask for permission to open a bank account and provides:  
- Name of Employer, Contractor and project title; and  
- Confirmation that all required documentation has been prepared in accordance with this guidance and approval to open PBA has been given by Employer. | The email address for Government Accounts Branch (GAB) is:  
governmentaccounts@dfpni.gov.uk |
| 7 | Upon receipt of consent from GAB, the CoPE PBA contact forwards the Request To Open PBA, copies of identity documents, Trust Deed and Bank Mandate to the PBA Bank and is notified of PBA details (Bank Account Name, Number and Sort Code) by the PBA Bank. | Each CoPE PBA contact is to agree arrangements with the PBA Bank for the secure delivery of documents to the PBA Bank. |
| 8 | CoPE PBA contact, through Business Banking Login facility, sets up email and text alerts for the PM and the Contractor and informs the PM of PBA details. |  |
| 9 | PM advises all parties of PBA details. | PS sets up AccountNI supplier profile for project with PBA bank details if required. |
| **During Construction** |  |  |
| 10 | Named Suppliers (who will be paid through the PBA and that have not signed the Trust Deed) sign a Joining Deed when appointed. This is countersigned by the Contractor and the Employer and forwarded to the PBA Bank by the PM. | Joining Deed to include the Named Supplier’s bank account details (name, number and sort code). |
### Item 11: Contractor’s QS provides to, and explains to, the PM (or the PM’s QS) the amount due to the Contractor and the amounts due to the Named Suppliers. If any withholding is required from the Named Supplier(s), the Contractor’s QS explains why (that is, provides reasons) to the PM.

*Notes:*
The value of a work package (NEC option A or B) will be known by the PM as will the subcontract work package value. However, there may be reasons why the Named Supplier is paid less (or more) than its subcontract work package value e.g. delay caused, CIS withholding tax requirements, acceleration requested, VAT amounts.

### Item 12: The PM confirms the payments to be made from the PBA to the Contractor and the Named Supplier(s) that month. The PM certifies payment and sends a copy of his certificate to the Contractor.

### Item 13: On receipt of the PM’s payment certificate, the Contractor completes the Authorization in accordance with payments confirmed with the PM.

*Note:*
Authorization is for actual payment amount including VAT, CIS and any other adjustments so will generally be different to the value on the PM’s certificate.

### Item 14: The Contractor provides its invoice, and a copy of the Authorization signed by its representatives, to the PM.

*Note:*
The Contractor’s invoice is to include VAT payable on total certificate value including payments to subcontractors.

### Item 15: The PM sends a copy of the certificate and invoice to the Employer for payment.

### Item 16: The PM sends a copy of Authorization, signed by both the PM and the Contractor’s representative to the PBA Bank. This is to enable funds to be appropriately distributed when placed in the PBA.

*Note:*
If the PM is unavailable to sign the Authorization another Employer representative signs the form.

### Item 17: The Employer processes payment (through AccountNI if required) to transfer sum certified into the PBA within payment period specified in the contract.

### Item 18: The PBA Bank generates an automatic text/email to both the PM and the Contractor to inform them of lodgement of funds into the PBA by the Employer.

*Note:*
Emails will be sent to the email addresses/mobile numbers included in the Bank Mandate.
Upon clearing of funds in the PBA, the PBA Bank will contact the Contractor by phone to confirm its approval to make payments listed on the Authorisation. Once confirmation is received from the Contractor, payments are made from the PBA to the Contractor and Named Supplier accounts for the amounts listed in the Authorisation.

The PBA Bank generates automatic email/text message to the PM and the Contractor to inform them of payments of funds out of the PBA.

Bank will contact the Contractor on the phone number provided in the Bank Mandate or as otherwise advised directly to Bank by Contractor.

Employer funds will normally take 3 days to clear before the transfer can complete.

The PM checks payments have been made correctly. By reference to email received.

Abbreviations:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PBA</td>
<td>Project Bank Account</td>
</tr>
<tr>
<td>PM</td>
<td>Project Manager (as defined within the NEC3 contract)</td>
</tr>
<tr>
<td>CoPE</td>
<td>Centre of Procurement Expertise</td>
</tr>
<tr>
<td>PS</td>
<td>Project Sponsor (a representative of the Employer)</td>
</tr>
<tr>
<td>PA</td>
<td>Payment Authorisation</td>
</tr>
<tr>
<td>PBA Bank</td>
<td>The bank providing the PBA account.</td>
</tr>
<tr>
<td>ITT</td>
<td>Invitation To Tender</td>
</tr>
<tr>
<td>GAB</td>
<td>Government Accounts Branch</td>
</tr>
</tbody>
</table>

List of Template documents:

- Project Bank Accounts Process – Step by Step Guide (Form CG0)
- Request to Open a Project Bank Account (Form CG1)
- Project Bank Account - Trust Deed (Form CG2)
- Project Bank Account - Bank Mandate (Form CG3)
- Project Bank Account - Joining Deed (Form CG4)
- Project Bank Account - Authorisation (Form CG5)

A set of the templates for Central Government projects is available from this webpage.
*Data Protection Requirements*

The Request to Open PBA form will be accompanied by personal information when completed by the Contractor and falls within the scope of the Data Protection Act 1998.

Each organisation, and individual, holding personal information is responsible for ensuring that it has the organisational and security measures in place to meet the requirements of the Data Protection Act 1998. Staff within public bodies should ensure that they comply with their own policies and guidelines in relation to personal data. They should also ensure, when transmitting any personal data to another body, that they require that body to take responsibility for compliance with the requirements of the Data Protection Act 1998 in its lawful use, retention and disposal.

When the Request to Open PBA form accompanying documentation (a photocopy of Passport or Driving Licence and utility bill/proof of home address) is received by the PM, it should be held, processed and transmitted in a secure manner in compliance with the Data Protection Act 1998 requirements. To meet these requirements it is recommended:

- **Use of personal data**
  
  No use or processing of personal data supplied is permitted except as necessary by authorised persons to enable opening of a PBA.

- **Hard copies**
  
  Hard copies of the personal data, if it needs to be stored, should be held securely within a locked cabinet or drawer to which, only those persons authorised and required to do so, have access to the documents. When posted, the documents should be contained in two envelopes. The inner envelope should be clearly labelled that the contents contains personal data and should only be opened by the addressee. The PM, or any non public body Employer, must not retain hard copies of the documents once they have been sent, or transmitted, to the PBA Bank. Hard copies of the documents should be shredded or otherwise destroyed before disposal.

- **Electronic copies**
  
  When transferring electronic (that is, scanned) copies of the completed Request To Open PBA form accompanying documents, the file should be encrypted and the password sent by another method (that is, by phone or post). The documents should not be stored on any computer system in an unencrypted format. The password must not be stored on a computer system and should not be retained in a way that would enable persons not authorised and required to access the documents to access them (note: most scanning software and software for forming PDF files from scanned images contain a facility to create secure encrypted files). Once the Request to Open PBA form accompanying documents file has been received by the relevant CoPE, the PM, or any non public body Employer, must delete it from its computer system.

It is recommended that CoPEs and Employers do not retain personal data but send it directly to the PBA Bank which will have suitable processes and systems in place to ensure compliance with the Data Protection Act 1998.

Help and guidance on the requirements of the Data Protection Act 1998 is available from the Information Commissioner’s Office at [www.ico.org.uk](http://www.ico.org.uk)
Request to Open a Project Bank Account (Form CG1)

The Contractor’s information attached to this form contains personal information and must be kept, processed and transmitted in accordance with the Data Protection Act 1998.

Account Type

The Project Bank Account (PBA) shall have trust status. The trustees will be the Employer\textsuperscript{1}, the Contractor\textsuperscript{2} and the Named Suppliers as set out in the Trust Deed and, where required, the Joining Deed(s). Copies of these documents will be provided to the Bank providing the Project Bank Account (PBA Bank).

The PBA shall:

\begin{itemize}
\item be subject to the PBA Bank’s terms and conditions as attached at Annex 1;
\item have no overdraft facility;
\item have no cheque facility;
\item accept authorisation of payment from the account only where it bears a signature of an authorised representative of the Employer and a signature of an authorised representative of the Contractor; and
\item allow payments from the account only to trustees who have executed the trust deed or a joining deed.
\end{itemize}

Essential requirements for opening the Project Bank Account

The PBA will be opened through the NICS Banking Services Contract with its current provider Danske Bank. The following requirements must be met to enable Danske Bank to open the trust account:

\begin{itemize}
\item The Danske Bank Business Customer Agreement attached must be:
  \begin{itemize}
  \item signed by a member of the Senior Civil Service, or equivalent grade in the relevant public body, on behalf of the Government; and
  \item signed by a director of a limited company, or a partner of a partnership, authorised to do so or an individual sole trader on behalf of the Contractor.
  \end{itemize}
\item The person signing the Danske Bank form on behalf of the Contractor must:
  \begin{itemize}
  \item provide their Passport or Driving Licence so that a clear photocopy of the passport identity page or Driving Licence photographic counterpart can be taken; and
  \item provide proof of their home address by providing, for example, a recent utility bill or official correspondence.
  \end{itemize}
\end{itemize}

Account Name

The account name shall be: _______

\textsuperscript{1} The Employer is also known as the Client or the Contracting Authority.
\textsuperscript{2} The Contractor is the Main Contractor.
Business Customer Agreement

Business/Company name and address

NICS PROJECT BANK ACCOUNTS  
C/O DANSKE BANK  
DONEGALL SQUARE WEST  
BELFAST  
BT1 6JS

Danske Bank  
Business & Corporate  
PO Box 183  
Belfast  
BT1 6JS  
Phone: 028 9004 8614  
Fax: 028 90049701  
SWIFT-BIC DABAGB2B  
Website: www.danskebank.co.uk

Customer Number

I/we wish to have the following Danske Bank business account(s):

Danke Large Business Account - Re Project Trust

In the details indicated below the sort code (6 digits) and account number (8 digits) will be presented in one line with a 'blank' space between the sort code and the account number.

Danske Large Business Account

I/We would like to have a Danske Large Business Account  
The account number reserved for this account is ____________________________ (the Business Account)

The Business Account will be based in Corporate Banking Branch.

Address and contact details:

P.O. Box 183  
Donegall Square West  
Belfast BT1 6JS  
Telephone number: 028 9004 8614

I/We instruct the Bank to proceed to open/continue the Business Account. I/We acknowledge that, if this is a new current account, I/we cannot operate this account until I/we have received a Letter of Confirmation* that it has been opened. This will be sent to me/us separately.

I/We confirm that I/we have received the Special Terms and Conditions for the Danske Large Business Account and agree to be bound by same.

* A Confirmation is a letter, from the Bank, in writing confirming that my/our application to open a Danske Large Business Account has been successful and the Main Business Account has been opened.
My/Our responses to the Regulatory Questions the Bank asked me/us concerning the Business Account

When the Bank asked me/us "What is the Business Account going to be used for?" I/we confirm that my/our response was as set out below;

To facilitate the payment of a contractor and its subcontractor's in respect of public construction works.

When the Bank asked me/us "Where is the money coming from to operate the Main Business Account on an ongoing basis?" I/we confirm that my/our response was as set out below;

The monies will come from public funds.

Lodgement agreement and indemnity

Not required as all lodgements will be by BACS

I/We confirm:

a) that I/we have chosen the products and benefits mentioned in this Customer Agreement;

b) my/our binding agreement for the products and benefits the terms and conditions for which have been provided to me/us and/or signed by me/us. I/We note that I/we will not be bound by terms and conditions for any arranged overdraft, business loan or other credit facility unless and until I/we have received any relevant facility letter(s) or agreement(s) and signed and returned them or drawn down or utilised the facility.

c) that I/we have received copies of the General Terms and Conditions – Business Accounts and the Special Terms and Conditions for each of the products or services referred to in this agreement. These are the terms and conditions that will apply to and form part of this agreement. I/We understand that the terms and conditions may change from time to time as set out in the terms and conditions;

d) that I/we agree to be bound by the terms and conditions;

e) that for joint accounts, We acknowledge that the terms and conditions applicable to this Customer Agreement will apply to us jointly and severally. This means that each one of us is, as between the Bank and each of us, responsible for compliance with this Customer Agreement both together and individually;

Before I/we sign or agree to enter into and be bound by this agreement, I/we understand that it is important that I/we read and understand the terms and conditions that will apply to it. If there are any terms that I/we do not understand or do not want to agree to, you have told me/us that I/we can discuss it with you before signing. I/We have been told to only sign this Customer Agreement if I/we wish to be bound by the terms and conditions of this Customer Agreement. I/we understand that the Bank recommends that I/we get independent advice before accepting any overdraft or business loan facility.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained from our "How we use your personal and business information" leaflet, or from your branch.

I/we note that the offer contained in this Customer Agreement will lapse if I/we do not sign and return this Customer Agreement to the Bank at the branch listed in the heading of this Customer Agreement within 14 days of the date on which I/we have received this Customer Agreement or such longer period as the Bank may agree.
Annex 1

Bank special terms and conditions referred to are attached here
Project Bank Account - Trust Deed (Form CG2)

This agreement is made between the Employer\(^1\), the Contractor\(^2\) and the Named Suppliers\(^3\).

Terms in this deed have the meanings given to them in the contract between

\[
\begin{align*}
\text{(Employer)} & \quad \text{and} \\
\text{(Contractor)} & \quad \text{for} \\
\text{(the Works)} & \quad \end{align*}
\]

Background

The Employer and the Contractor have entered into a contract for the Works.

The Named Suppliers have entered into contracts with the Contractor in connection with the Works.

The Employer has established a Project Bank Account to make provision for payment to the Contractor and the Named Suppliers.

Agreement

The parties to this deed agree that:

- sums due to the Contractor and Named Suppliers, as set out in the Authorisation, are held in trust in the Project Bank Account by the Contractor. These funds will be distributed to the Contractor and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account;
- further Named Suppliers may be added as parties to this deed with the agreement of the Employer and Contractor. The agreement of the Employer and Contractor is treated as agreement by the Named Suppliers who are parties to this deed;
- this deed is subject to the law of the contract for the Works; and
- the benefits under this deed may not be assigned.

Executed by the Employer under seal as a deed on (date): _____

witnessed by

Signature: ______________________________ Position\(^4\): _____

---

\(^1\) The Employer is also known as the Client or the Contracting Authority.
\(^2\) The Contractor is the Main Contractor.
\(^3\) A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.
Executed by the *Contractor* under seal as a deed on (date): ____

by

**LS**

Signature: ___________________________ Position: ____

and witnessed by

Signature: ___________________________ Position: ____

---

4 To be witnessed by a member of the Senior Civil Service or equivalent grade in the relevant public body.

5 To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Named Suppliers

Supplier No.: 

Executed by (name of company): 
under seal as a deed on (date): 

by 

LS 

Signature: 
Position: 

and/witnessed by 

Signature: 
Position: 

Bank details of Named Supplier above:

Supplier (name of company): 

Account Name: 

Bank Name: 

Sort Code (6 digits: xx-xx-xx): 

Account No. (8 digits): 


6 A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.

7 To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Project Bank Account - Bank Mandate (Form CG3)

This mandate is for a Project Bank Account (PBA) in respect of a construction works contract between:

(Employer) and

(Contractor) for

(the Works).

Background

Authorisation for payment from the Project Bank Account must be signed by a designated representative of the Employer and the Contractor.

By signing this form the signatories hereby give consent for the PBA Bank to hold their signatures on this form and electronically. The signatures may be used when checking the signature on other documents.

Completion of this form

This form has a page for the Employer’s signatories and a page for the Contractor’s signatories. It should be printed single sided so that each pages can be completed separately. When each has been completed the PM should combine these with this page to form one document. It should then be submitted to the PBA Bank in accordance with the instruction set out within the Step by Step guide.
Bank Mandate - Employer’s signatories page

[The signatures must be in black pen and be kept within the box.]

Name of first signatory: 

Name of second signatory: 

Name of third signatory: 

Name of fourth signatory: 

Name of fifth signatory: 

Name of sixth signatory: 

Project Manager’s contact details:

   Email: _____
   Mobile: _____
Bank Mandate - Contractor’s signatories page
[The signatures must be in black pen and be kept within the box.]

Name of first signatory: 

Name of second signatory: 

Name of third signatory: 

Name of fourth signatory: 

Name of fifth signatory: 

Name of sixth signatory: 

Contractor’s Details:
  Email: _____
  Mobile: _____

Contractor’s Bank Details
  Name of Company: _____
  Account Name: _____
  Bank Name: _____

  Sort Code (6 digits: xx-xx-xx): _____

  Account No. (8 digits): _____
Project Bank Account - Joining Deed (Form CG4)

This agreement is made between the Employer¹, the Contractor² and (a Named Supplier³). Terms in this deed have the meanings given to them in the contract between the (Employer) and (Contractor) for (the Works).

Background

The Employer and the Contractor have entered into a contract for the Works. The Named Suppliers have entered into contracts with the Contractor in connection with the Works.

The Employer has established a Project Bank Account to make provision for payment to the Contractor and the Named Suppliers.

The Employer, the Contractor and Named Suppliers have entered into a deed as set out in Form CG2 (the Trust Deed), and have agreed that this Named Supplier may join that deed.

Agreement

The Parties to this deed agree that:

- the Additional Supplier becomes a party to the Trust Deed from the date set out below;
- this deed is subject to the law of the contract for the Works; and
- the benefits under this deed may not be assigned.

Executed by the Employer under seal as a deed on (date): ____
witnessed by

Signature: _______________________________ Position⁴: ____

¹ The Employer is also known as the Client or the Contracting Authority.
² The Contractor is the Main Contractor.
³ A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.
Executed by the *Contractor* under seal as a deed on (date): ____

by

**LS**

Signature: ______________________________________ Position: ____

and/witnessed by

Signature: ______________________________________ Position: ____

Executed by the Named Supplier under seal as a deed on (date): ____

by

**LS**

Signature: ______________________________________ Position: ____

and/witnessed by

Signature: ______________________________________ Position: ____

**Bank Details of Named Supplier**

Name of Company: _____

Account Name: _____

Bank Name: _____

Sort Code (6 digits: xx-xx-xx): _____

Account No. (8 digits): _____

---

4 To be witnessed by a member of the Senior Civil Service or equivalent grade in the relevant public body.

5 To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Annex

Attach copy of completed signed Trust Deed here
Project Bank Account – Authorisation (Form CG5)

Name of Project Bank Account (a trust account):
Sort Code (6 digits: xx-xx-xx):
Account No. (8 digits):
Authorisation No.: (in respect of Certificate No.:
Job No.:

Payment from the above Project Bank Account, to the Contractor/Named Suppliers, of the amounts as listed below, is authorised.

<table>
<thead>
<tr>
<th>Payment Authorised</th>
<th>Contractor/Named Supplier (a trustee)</th>
<th>Sort Code (6 digits: xx-xx-xx)</th>
<th>Account No. (8 digits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>£</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>£</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>£</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed on behalf of Employer*

Signed on behalf of Contractor*

Print Name:
Date:
Print Name:
Date:

* The trustees, in signing this authorisation, are facilitating payments to the Named Suppliers identified above for the amounts requested by the Contractor. Responsibility for payments to subcontractors remains solely with the Contractor and not the trustees.
ANNEX D: PBA PROCESS FOR NON CENTRAL GOVERNMENT PROJECTS

Project Bank Accounts Process – Step by Step Guide (Form NCG0)

Request to Open a Project Bank Account (Form NCG1)

Project Bank Account - Trust Deed (Form NCG2)

Project Bank Account - Bank Mandate (Form NCG3)

Project Bank Account - Joining Deed (Form NCG4)

Project Bank Account - Authorisation (Form NCG5)

Project Bank Account – PBA Facility Specification (Form NCG6)
## Project Bank Accounts Process – Step by Step Guide (Form NCG0)

<table>
<thead>
<tr>
<th>Item</th>
<th>Procedure</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initiation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Employer to procure a PBA facility from a Clearing Bank that complies with the requirements set out in the <strong>PBA Facility Specification</strong> provided by, or on behalf of, the grant awarding body. A copy of the PBA bank’s account terms and conditions should be obtained from them and checked to ensure that they comply with the specification and proposed process. Obtain confirmation from the PBA Bank that a completed <strong>Request To Open PBA</strong> form is sufficient to enable it to open, and have operational a PBA within the required timescale. It is possible that the PBA Bank will require its own ‘request to open a bank account form’ completed rather than the form provided within this guidance. In this case, the Employer must organise its completion and provision of any supporting documents required in the correct format.</td>
<td>Grant conditions which require compliance with Northern Ireland Public Procurement Policy for construction works may require the use of a PBA for construction works with a value greater than £1M value and which have a significant subcontracting element. If the PBA Bank requires its own form to be completed, a copy of this should be obtained and included with the ITT documents to ensure that the information required to complete it will be available immediately upon contract award.</td>
</tr>
<tr>
<td>2</td>
<td>ITT to contain this Step by Step Guide of the PBA process (or a link to it) and have the standard forms attached (or linked) for information.</td>
<td></td>
</tr>
</tbody>
</table>
| 3 | Before contract award, the PM has the forms below completed and signed by the Employer  
  - **Request To Open PBA**: to be signed by Employer (Director) and have photocopies of the Director's passport or Driving Licence and proof of home address attached. The photocopies are all to be certified as true copies in accordance with item 5;  
  - **Trust Deed**: to be signed by Employer (Director); and  
  - **Bank Mandate (Employer's page)**: to be signed by persons authorised to make payments to Contractor. This should include PM, Architect/Engineer and QS, as well as Client Advisor and Project Sponsor (or at least one official from Employer dealing with project). | The **Request To Open PBA** when completed by the Employer or Contractor contains personal information and must be transmitted, held, and processed securely in accordance with the Data Protection Act 1998. [See the Data Protection Requirements notes attached at end of this document.] |
<table>
<thead>
<tr>
<th>Item</th>
<th>Procedure</th>
<th>Notes</th>
</tr>
</thead>
</table>
| 4    | Immediately after awarding the contract, the PM organises a meeting to be attended by a Director from the Contractor to have the following forms signed:  
   - **Request To Open PBA**: to be signed by Director and returned with photocopy of Director’s passport or Driving Licence and proof of home address attached;  
   - **Trust Deed**: to be signed by Director/Company Secretary; and  
   - **Bank Mandate (Contractor’s page)**: to be signed by Contractor’s staff authorised to make payments to Named Suppliers.  
   The PM ensures that the Contractor completes and signs the forms. The **Trust Deed** and the **Bank Mandate (Contractor’s page)** may be brought to the meeting already completed and signed so that only the Contractor’s Director has to attend the meeting.  
   If the **Request To Open PBA** or **Trust Deed** is executed by the signature of one director of a limited company, or by one partner of a partnership, formal confirmation must be provided that the Director/Partner is authorised to sign on behalf of the company/partnership.  
   **Trust Deed** includes Contractor's own bank account details (name, account number and sort code). | |
| 5    | When the forms are complete and signed, the PM photocopies the identity page of the Contractor’s Director’s passport/driving licences and proof of their home address (that is, utility bills). The PM certifies the photocopies* as true copies with the following text and signs it.  
   *I certify that this is a true and accurate copy of an original passport/driving licence/utility bill document.*  
   **Signed:** _______________________________  
   **Print name:** _______________________________  
   **Date:** _______________________________ | Photocopies of an identity document or proof of home address contain personal information and must be transmitted, held and processed securely in accordance with the Data Protection Act 1998. [See the Data Protection Requirements notes attached at end of this document.]  
   Note: The PM must see the original documents to be able to certify the copies as accurate. |
<p>| 6    | When the forms and supporting documents are signed, the PM sends them to the Employer to arrange for the PBA to be opened. | |
| 7    | Employer engages with the PBA Bank to open the PBA. | |
| 8    | Employer, through PBA Bank, sets up email/text alerts for PM and Contractor and informs PM of PBA details and PBA Bank contact point. | |
| 9    | PM advises all parties of PBA details. | |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Procedure</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>During Construction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Named Suppliers (who will be paid through the PBA and that have not signed the Trust Deed) sign a Joining Deed when appointed. This is countersigned by the Contractor and the Employer, and forwarded to the PBA Bank by the PM.</td>
<td>Joining Deed to include the Named Supplier’s bank account details (name, number and sort code)</td>
</tr>
<tr>
<td>11</td>
<td>Contractor’s QS provides to, and explains to, the PM (or the PM’s QS) the amount due to the Contractor and the amounts due to the Named Suppliers. If any withholding is required from the Named Supplier(s), the Contractor’s QS explains why (that is, provides reasons) to PM.</td>
<td>The value of a work package (NEC option A or B) will be known by the PM as will the subcontract work package value. However, there may be reasons why the Named Supplier is paid less (or more) than its subcontract work package value; for example, delay caused, CIS withholding tax requirements, acceleration requested, VAT amounts.</td>
</tr>
<tr>
<td>12</td>
<td>The PM confirms the payments to be made from the PBA to the Contractor and the Named Supplier(s) that month. The PM certifies payment and sends a copy of his certificate to the Employer and the Contractor.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The PM certifies payment and sends a copy of his certificate to the Employer and the Contractor.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Employer processes payment to transfer sum certified into the PBA within payment period specified in the contract.</td>
<td>Payment includes VAT due as advised on PM’s payment certificate.</td>
</tr>
<tr>
<td>15</td>
<td>On receipt of the PM’s payment certificate, the Contractor completes the Authorisation in accordance with the payments confirmed with the PM. The Contractor sends the Authorisation, signed by its representative, to the PM.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>The PM sends copy of Authorisation, signed by both himself/herself and the Contractor’s representative, to the PBA Bank for action when funds are in place in the PBA.</td>
<td>If the PM is unavailable to sign the Authorisation, another Employer representative signs the form.</td>
</tr>
<tr>
<td>17</td>
<td>The PBA Bank generates an automatic text/email to both the PM and the Contractor to inform them of lodgement of funds into the PBA by the Employer.</td>
<td>Emails will be sent to the email addresses/mobile numbers included in the Bank Mandate.</td>
</tr>
</tbody>
</table>
### Abbreviations:

- **PBA**: Project Bank Account
- **PM**: Project Manager (as defined within the NEC3 contract)
- **CoPE**: Centre of Procurement Expertise
- **PA**: Payment Authorisation
- **PBA Bank**: The bank providing the Project Bank Account.
- **ITT**: Invitation To Tender

### List of Template documents:

- Project Bank Accounts Process – Step by Step Guide (Form NCG0)
- Request to Open a Project Bank Account (Form NCG1)
- Project Bank Account - Trust Deed (Form NCG2)
- Project Bank Account - Bank Mandate (Form NCG3)
- Project Bank Account - Joining Deed (Form NCG4)
- Project Bank Account - Authorisation (Form NCG5)
- Project Bank Account – PBA Facility Specification (Form NCG6)

A set of the templates for Non Central Government projects is available from this [webpage](#).

### *Data Protection Requirements*

The **Request to open PBA** form contains personal information within the scope of the Data Protection Act 1998 when completed by the Employer or Contractor.
Each organisation, and individual, holding personal information is responsible for ensuring that they have the organisational and security measures in place to meet the requirements of the Data Protection Act 1998. Staff within organisations should ensure that they comply with their own policies and guidelines in relation to personal data. They should also ensure, when transmitting any personal data to another body, that they require that body to take responsibility for compliance with the requirements of the Data Protection Act 1998 in its lawful use, retention and disposal.

When the **Request to Open PBA** form accompanying documentation (a photocopy of Passport or Driving Licence and utility bill/proof of home address) is received by the PM, it should be held, processed and transmitted in a secure manner in compliance with the Data Protection Act 1998 requirements. To meet these requirements it is recommended:

- **Use of personal data**: No use or processing of personal data supplied is permitted except as necessary by authorised persons to enable opening of a PBA.

- **Hard copies**: Hard copies of the personal data, if it needs to be stored, should be held securely within a locked cabinet or drawer to which, only those persons authorised and required to do so, have access to the documents. When posted, the documents should be contained in two envelopes. The inner envelope should be clearly labelled that the contents contains personal data and should only be opened by the addressee. The PM, or any non public body Employer, must not retain hard copies of the documents once they have been sent or transmitted to the PBA Bank. Hard copies of the documents should be shredded, or otherwise destroyed, before disposal.

- **Electronic copies**: When transferring electronic (that is, scanned) copies of the completed **Request To Open PBA** form accompanying documents, the file should be encrypted and the password sent by another method (that is, by phone or post). The documents should not be stored on any computer system in an unencrypted format. The password must not be stored on a computer system and should not be retained in a way that would enable persons not authorised and required to access the documents to access them (note: most scanning software and software for forming PDF files from scanned images contain a facility to create secure encrypted files). Once the **Request to Open PBA** form accompanying documents file has been received by the relevant CoPE the PM, or any non public body Employer, must delete it from its computer system.

It is recommended that CoPEs and Employers do not retain personal data but send it directly to the PBA Bank which will have suitable processes and systems in place to ensure compliance with the Data Protection Act 1998.

Help and guidance on the requirements of the Data Protection Act 1998 is available from the Information Commissioner’s Office at [www.ico.org.uk](http://www.ico.org.uk)
Request to Open a Project Bank Account (Form NCG1)

The information attached to this form contains personal information and must be held, processed and transmitted in accordance with the Data Protection Act 1998

Account type

The Project Bank Account shall have trust status. The trustees will be the Employer, the Contractor and the Named Suppliers as set out in the Trust Deed, and where required the Joining Deed(s). Copies of these documents will be provided to the Bank providing the Project Bank Account.

The Project Bank Account must:

- be subject to the bank terms and conditions attached at Annex 1;
- have no overdraft facility;
- have no cheque facility;
- accept authorisation of payment from the account only where it bears a signature of an authorised representative of the Employer and a signature of an authorised representative of the Contractor; and
- allow payments from the account only to trustees who have executed the trust deed or a joining deed.

Regulatory Assurance

The Project Bank Account will be used to facilitate payments to the Contractor and Named Suppliers in respect of a construction contract between the Employer and Contractor for

__________________________ (the Works).

Money deposited in the account will be provided by the Employer wholly or mainly from public funds.

Application to open a bank account

We request (name of bank): ______

of (address): ______

________

to open a Project Bank Account in the names of

__________________________ (Employer) and

__________________________ (Contractor).

The account name shall be

________

The account shall operate in accordance with the bank terms and conditions attached.
Employer

Signed on behalf of the Employer on (date): _____

Signature: ________________________________ Position¹: _____

Name of Signatory: _____

Home Address: ________________________________

______________________________

______________________________

______________________________

______________________________

Confirmation of the identity and home address of the above signatory must be provided. These must be in the name of the person who has signed above:

Requirements for confirmation of identity and home address:

A clear photocopy of the identification page of the passport or photographic counterpart of the driving licence must be attached. This is to be certified as a true and accurate copy by the Project Manager.

A clear photocopy of the document that evidences the home address such as a utility bill showing the name and home address must be attached. This is to be certified as a true and accurate copy by the Project Manager.

¹ To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or senior official of public body (authorised to do so) or an individual sole trader.
Contractor

Signed on behalf of the Contractor on (date): ____

Signature: ________________________________ Position²: _____
Name of Signatory: _____
Home Address: ________________________________

Requirements for confirmation of identity and home address:

A clear photocopy of the identification page of the passport or photographic counterpart of the driving licence must be attached. This is to be certified as a true and accurate copy by the Project Manager.

A clear photocopy of the document that evidences the home address such as a utility bill showing the name and home address must be attached. This is to be certified as a true and accurate copy by the Project Manager.

² To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Bank terms and conditions to be attached here.

These are to be obtained from the Bank providing the Project Bank Account and should be carefully checked by the Employer to ensure that they are compatible with the specification provided by the Grant Awarding Body.
**Project Bank Account - Trust Deed (Form NCG2)**

This agreement is made between the *Employer*¹, the *Contractor*² and the Named Suppliers³. Terms in this deed have the meanings given to them in the contract between

(1) (Employer) and (2) (Contractor) for (the Works).

**Background**

The *Employer* and the *Contractor* have entered into a contract for the Works.

The Named Suppliers have entered into contracts with the *Contractor* in connection with the Works.

The *Employer* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

**Agreement**

The parties to this deed agree that:

- sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* and Named Suppliers. This is in accordance with the banking arrangements applicable to the Project Bank Account;
- further Named Suppliers may be added as parties to this deed with the agreement of the *Employer* and *Contractor*. The agreement of the *Employer* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed;
- this deed is subject to the law of the contract for the Works; and
- the benefits under this deed may not be assigned.

Executed by the *Employer* under seal as a deed on (date): ______

by

LS

Signature: ____________________________ Position⁴: ______

and witnessed by

Signature: ____________________________ Position: ______

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¹ The Employer is also known as the Client or the Contracting Authority.
² The Contractor is the Main Contractor.
³ A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.
⁴ To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or senior official of public body (authorised to do so) or an individual sole trader.
Executed by the Contractor under seal as a deed on (date): _____
by
LS Signature:___________________________ Position: _____
and/witnessed by
Signature:___________________________ Position: _____

5 To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Named Suppliers

Supplier No.: _____
Executed by (name of company): _____
under seal as a deed on (date): _____
by
LS
Signature: ____________________________  Position²: _____
and/witnessed by
Signature: ____________________________  Position: _____

Bank details of Named Supplier above

Supplier (name of company): _____
Account Name: _____
Bank Name: _____
Sort Code (6 digits: xx-xx-xx): _____
Account No. (8 digits): _____

¹ A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.
² To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
**Project Bank Account - Bank Mandate (Form NCG3)**

This mandate is for a Project Bank Account (PBA) in respect of a construction works contract between:

- **(Employer)** and  
- **(Contractor)** for  
- **(the Works).**

**Background**

Authorisation for payment from the Project Bank Account must be signed by a designated representative of the **Employer** and the **Contractor**.

By signing this form, the signatories hereby give consent for the PBA Bank to hold their signatures on this form and electronically. The signatures may be used when checking the signature on other documents.

**Completion of this form**

This form has a page for the Employer’s signatories and a page for the Contractor’s signatories. It should be printed single sided so that each page can be completed separately. When each has been completed the PM should combine these with this page to form one document. It should then be submitted to the PBA Bank in accordance with the instruction set out within the Step by Step guide.
Bank Mandate - Employer’s signatories page

[The signatures must be in black pen and be kept within the box.]

Name of first signatory

Name of second signatory

Name of third signatory

Name of fourth signatory

Name of fifth signatory

Name of sixth signatory

Project Manager’s contact details:

Email: _____

Mobile: _____
**Bank Mandate - Contractor’s signatories page**

[The signatures must be in black pen and be kept within the box.]

<table>
<thead>
<tr>
<th>Name of first signatory</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of second signatory</th>
<th></th>
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<tbody>
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<td>_____</td>
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</table>

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<thead>
<tr>
<th>Name of third signatory</th>
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<tr>
<th>Name of fourth signatory</th>
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<td>_____</td>
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<tr>
<th>Name of fifth signatory</th>
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<tbody>
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<td>_____</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of sixth signatory</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

**Contractor’s Details:**

- Email: _____
- Mobile: _____

**Contractor’s Bank Details**

- Name of Company: _____
- Account Name: _____
- Bank Name: _____

- Sort Code (6 digits: xx-xx-xx): _____

- Account No. (8 digits): _____
Project Bank Account - Joining Deed (Form NCG4)

This agreement is made between the Employer¹, the Contractor² and (a Named Supplier³).

Terms in this deed have the meanings given to them in the contract between the

Employer and

Contractor

for (the Works).

Background

The Employer and the Contractor have entered into a contract for the Works.

The Named Suppliers have entered into contracts with the Contractor in connection with the Works.

The Employer has established a Project Bank Account to make provision for payment to the Contractor and the Named Suppliers.

The Employer, the Contractor and the Named Suppliers have entered into a deed as set out in NCG3 (the Trust Deed), and have agreed that the Additional Supplier may join that deed.

Agreement

The Parties to this deed agree that:

- the Additional Supplier becomes a party to the Trust Deed from the date set out below;
- this deed is subject to the law of the contract for the Works; and
- the benefits under this deed may not be assigned.

Executed by the Employer under seal as a deed on (date): ______

by

Signature: ________________________________ Position: ______

and/witnessed by

Signature: ________________________________ Position: _____

¹ The Employer is also known as the Client or the Contracting Authority.
² The Contractor is the Main Contractor.
³ A Named Supplier is a person or organisation who has a contract to: construct or install part of the Works; provide a service necessary to Provide the Works; or supply Plant and Material for the Works.
⁴ To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Executed by the Contractor under seal as a deed on (date): _____
by
LS
Signature: ____________________________ Position\(^5\): _____
and/witnessed by
Signature: ____________________________ Position: _____

Executed by the Additional Supplier under seal as a deed on (date): _____ by
LS
Signature: ____________________________ Position\(^5\): _____
and/witnessed by
Signature: ____________________________ Position: _____

**Bank Details of Named Supplier**

Name of Company: ____

Account Name: ____

Bank Name: ____

Sort Code (6 digits: xx-xx-xx): _____

Account No. (8 digits): _____

\(^5\) To be signed by a director of a limited company (authorised to do so) or partner of a partnership (authorised to do so) or an individual sole trader.
Attach copy of completed signed Trust Deed here
**Project Bank Account - Authorisation (Form NCG5)**

Name of Project Bank Account (a trust account):

Sort Code (6 digits: xx-xx-xx):  
Account No. (8 digits):

Authorisation No.:  
(in respect of Certificate No.:
Job No.:

Payment from the above Project Bank Account, to the Contractor/Named Suppliers, of the amounts as listed below, is authorised.

<table>
<thead>
<tr>
<th>Payment Authorised</th>
<th>Contractor/Named Supplier (a trustee)</th>
<th>Sort Code (6 digits: xx-xx-xx)</th>
<th>Account No. (8 digits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>£</td>
<td></td>
<td></td>
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<td>£</td>
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</tr>
</tbody>
</table>

Signed on behalf of **Employer***

Signed on behalf of **Contractor***

Print Name:  
Date:

* The trustees, in signing this authorisation, are facilitating payments to the Named Suppliers identified above for the amounts requested by the Contractor. Responsibility for payments to subcontractors remains solely with the Contractor and not the trustees.
Project Bank Account – PBA Facility Specification (Form NCG6)

SPECIFICATION FOR A PROJECT BANK ACCOUNT FACILITY TO BE OBTAINED BY A NON CENTRAL GOVERNMENT BODY

Background
Northern Ireland Public Procurement Policy (NIPPP) requires the use of a Project Bank Account (PBA) for construction works which have a value in excess of £1 million and which contain a significant subcontracting element. Where grant conditions require a Grant Recipient to comply with the requirements of NIPPP the Grant Recipient will be required to ensure the use of a PBA on any construction works contract over £1 million where there are significant subcontracts opportunities.

The use of a PBA is to ensure prompt payment to the supply chain on construction works contracts and assist in protecting such payments in the event of insolvency.

Action Needed
To enable the use of a PBA a Grant Recipient Organisation, here after called the Employer, will have to procure a PBA facility from a Clearing Bank offering it in Northern Ireland. The facility will need to enable the Employer, within three weeks of the construction contract award, to open a project bank account with the successful contractor that meets the account requirements below. It must also be capable of allowing full compliance with the PBA Process (Form NCGO).

Regulatory Assurance
The PBA will be used to facilitate payments to the Contractor and Named Suppliers in respect of a construction contract between the Employer and Contractor. Money deposited in the account will be provided by the Employer and wholly or mainly from public funds.

Account Requirements
The Project Bank Account must:

1. have trust status (Form NCG3 - Trust Deed - Non Central Government version). Funds within the PBA shall therefore not be taken directly from the account to defray liability or debts of either the Employer or Contractor to the bank. The trustees will be the Employer, the Contractor and the Named Suppliers as set out in the Trust Deed, and where required the Joining Deed(s). The PBA Bank must acknowledge the trust status of the PBA prior to its formation;

2. allow Named Suppliers not already included in the Trust Deed to be added as parties to the trust with the agreement of the Employer and Contractor as provided in a Joining Deed (Form NCG5 – Joining Deed - Non Central Government version). The agreement
of the Employer and Contractor shall be treated as agreement by the Named Suppliers who are parties to the Trust Deed;

3. be subject to the law of Northern Ireland;

4. not be subject to standard bank terms and conditions which would make its use as proposed in the PBA Process (Form NCG0 - PBA Process – Step by Step Guide – Non Central Government version) impossible;

5. have no overdraft facility;

6. have no cheque facility;

7. accept Authorisation (Form NCG6 – Authorisation – Non Central Government version) of payment from the account only where it bears a signature of an authorised representative of the Employer and a signature of an authorised representative of the Contractor;

8. only allow payments from the account to trustees who have executed the Trust Deed or a Joining Deed;

9. have all interest and charges (if any) relating to the account paid directly to or by the Employer and not added to or deducted from the PBA;

10. accept emailed copies of scanned documents received from the Project Manager who has been appointed in relation to the construction works under a NEC3 Construction Contract. These will be treated as valid instruction for transfers from the PBA subject only to telephone confirmation with a representative of the Contractor; and

11. provide an immediate automatic email/text confirmation of all transactions on the account to both the Project Manager and Contractor. If this facility is not provided free, web based access to the account balances and recent transactions must be provided, without additional charge, to representatives of the Employer, Contractor, Project Manager and Grant Funding Body.

**Confirmations required from the PBA Bank**

The Employer must obtain confirmation from the PBA Bank that:

1. the completed Request to open up a PBA (Form NCG2 – Request to open PBA – Non Central Government version), Trust Deed and Bank Mandate will enable the Bank to open the required PBA and provide details of its sort code and account number to the relevant parties within seven days;

2. the Bank is content that transfers from the PBA are authorised by an emailed scanned form bearing the signatures of nominated persons subject only to confirmation by telephone with the Contractor; and

3. the Bank commits to providing an email to specified email addresses upon lodgement of funds in the PBA.
Template Documents

Copies of this document as well as the following template documents should be provided to the PBA Bank by the Grant Recipient when procuring the PBA facility.

- Project Bank Accounts Process – Step by Step Guide (Form NCG0)
- Request to Open a Project Bank Account (Form NCG1)
- Project Bank Account - Trust Deed (Form NCG2)
- Project Bank Account - Bank Mandate (Form NCG3)
- Project Bank Account - Joining Deed (Form NCG4)
- Project Bank Account - Authorisation (Form NCG5)
- Project Bank Account – PBA Facility Specification (Form NCG6)
ANNEX E: PBA PROCESS FORM FOR COPE USE

NICS Centre of Procurement Expertise Authorised Signatories

The Centre of Procurement Expertise (CoPE) official at Section 1, who is a member of the Senior Civil Service (Grade 5 or above), is authorised to nominate the CoPE officials identified at Section 2

The CoPE officials identified at Section 2 are in turn authorised to confirm that a representative nominated by the Employer is authorised to sign a ‘request to open a PBA’.

Section 1

Name of CoPE: ________________________________________________________________

I confirm that the following officials are authorised to sign a ‘Request to open a Project Bank Account’ to confirm that the person signing on behalf of the Employer is authorised to do so.

Name: __________________________ Position: __________________________
Signature: ______________________ Date: ______________________

Section 2

[The signatures must be in black pen and be kept within the box.]

Name of first signatory
________________________

Name of second signatory
________________________

Name of third signatory
________________________

Name of fourth signatory
________________________

Name of fifth signatory
________________________

Name of sixth signatory
________________________