

Pavement Framework

Volume 2

Framework Information

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue (V22)		12/09/17
1	V23	Addition of Annex 7 - Adjustment of Prices		19/09/17
2	V24	4.19 - additional wording "by the appropriate percentage reduction from the Options B, C, D and E adjustment" inserted at fourth bullet point		29/09/17
3	V24	4.26 – additional wording "by the appropriate percentage reduction from the Options B, C, D and E adjustment" inserted		29/09/17
2	V24	Annex 7 - Amendment to index publication month from July to December		29/09/17
3	V24	Annex 8 - Removal of VAM table – replaced with 'Not Used'		29/09/17
4	V25	Addition of new para 3.3A		06/10/17
5	V26	Para 4.19 and 4.26 amended Annex 6 amended		20/10/17
6	V27	Updated additional Contract Data Part one for PSSC and ECC for Lots 1-6 Updated additional Contract Data Part one for PSSC and ECC Short for Lots 7-12		10/11/17
7	V28	Annex 7 - updated Indices for use in the price adjustment factors		13/11/17
8	V28	Updated additional Contract Data Part one for ECC Short Contract for Lots 7-12		13/11/17

		Updated additional Contract Data Part one for ECC Short Sub Contract for Lots 7-12		
9	V29	Updated Selection Procedure. Sections 3.1 and 3.2 deleted and replaced		29/03/18

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Framework Information

1 General

Framework principles and objectives

- 1.1 The *Employer's* objectives for the framework are set out in Annex 1.
- 1.2 The Framework Board is the executive group which is accountable for providing strategic management and coordination of works undertaken through the framework.
- 1.3 The Framework Board is responsible for ensuring that best value is obtained and demonstrated from operating the framework. The Framework Board will consist of senior representatives from the commercial, procurement and operations directorates. Other members will be co-opted as required.

Collaboration

- 1.4 The *Supplier* co-operates with other *Contracting Bodies* and other suppliers appointed on the framework in obtaining and providing information which they need in connection with work under the framework.
- 1.5 The *Employer* requires framework suppliers to collaborate as set out in Annex 2. Collaboration is intended to share best practice across the framework; this may take place during formal meetings facilitated by the *Employer* or regular documented communication between framework suppliers. All projects will be required to contribute best practice learning and continual improvement.
- 1.6 The *Supplier* collaborates with the other Contractors as set out in Annex 2.

Skills and Apprenticeships

- 1.7 The *Supplier* delivers new apprenticeships on the framework contract and complies with the requirements set out in Annex 9.

Conflict of interest

- 1.8 The *Supplier* does not take an action which would cause a conflict of interest to arise in connection with the framework contract or any Package Contract. The *Supplier* immediately notifies the *Employer* if he considers that a conflict of interest may exist or arise.

Take over and Mergers

- 1.9 If the *Supplier* (or, where the *Supplier* is a joint venture, any Consortium Member) is taken over by, or merges with, another supplier (or an Associated Company of another *supplier*) on either Lot in the same Region:
 - the *Supplier* immediately notifies the *Employer*;
 - the *Supplier* explains to the *Employer* how the takeover or merger will affect the corporate structure and financial standing of the *Supplier*, the other supplier and any Guarantor; and
 - the *Employer* consults with the *Supplier* as to which of the framework contracts should be terminated;

- pending termination of either framework contract, the *Employer* may decide to exclude the *Supplier* from any *selection procedure* for a Package Contract a that it would otherwise have issued (or been obliged to issue) to the *Supplier*.

Transparency

1.10 Under the Crown Commercial Service Procurement Policy Note 01/17 (Included at Annex 16), update to Transparency Principles dated February 2017 or any later revision, the *Employer* is obliged to publish placed Package Contracts, including information submitted to the *Employer* by the *Supplier* as part of the *quotation procedure*, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Employer's* initial view is that the only materials likely to be excluded from publication on this basis are as follows:

- CVs for the people listed in the Package Contract.
- Build-ups of the prices.

1.11 For each Package Contract, the *Supplier* is invited to identify (with reasons) those materials which he wishes to see excluded from publication based on the parameters set out above. The *Supplier* acknowledges that the final decision as to which materials are excluded from publication rests with the *Employer* in its sole discretion. Any submission by the *Supplier* to exclude material is for information only and will not be taken into account in the assessment process, nor will it form part of any contract between the *Employer* and the *Supplier*

1.12 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice

1.13 For these purposes, the *Employer* may disclose within Government any of the *Suppliers'* documents and information (including any that the *Suppliers* considers to be confidential and/or commercially sensitive) submitted by the *Suppliers* to the *Employer* during the framework, the *quotation procedure*, or any Package Contract (including but not limited to any dispute and dispute settlement). The information will not be disclosed outside Government. The *Supplier* taking part in the framework and any quotations and / or Package Contracts consents to these terms.

Data protection

1.14 For the purposes of the framework contract or any Package Contract and the Data Protection Acts

- the *Employer* is the Data Controller and
- the *Supplier* is the Data Processor.

1.15 The *Supplier* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under the framework contract or any Package Contract.

1.16 The *Supplier* has in place for as long as it holds the Personal Data

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

1.17 The *Supplier* immediately notifies the *Employer* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or
- a complaint or request relating to the *Employer's* obligations under the Data Protection Acts.

1.18 The *Supplier* assists and co-operates with the *Employer* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Employer* and
- promptly providing the *Employer* with any Personal Data and other information requested by him.

1.19 The *Supplier* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

1.20 The *Supplier* immediately notifies the *Employer* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Supplier* or any subcontractor.

1.21 The *Supplier* does not process Personal Data outside the European Economic Area without the agreement of the *Employer*. Where the *Employer* agrees, the *Supplier* complies with the instructions of the *Employer* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

1.22 The *Employer* may treat a breach of data protection requirements as a substantial failure by the *Supplier* to comply with his obligations under any Package Contract.

Discrimination

1.23 The *Supplier* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

1.24 Where possible in performing its obligations under the framework contract or any Package Contract, the *Supplier* co-operates with and assists the *Employer* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

- 1.25 Where any employee or Subcontractor employed by the *Supplier* is required to carry out any activity on the *Employer's* premises or alongside the *Employer's* employees on any other premises, the *Supplier* ensures that each such employee or Subcontractor complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities (Included at Annex 16).
- 1.26 The *Supplier* notifies the *Employer* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Supplier* under the Discrimination Acts in connection with the framework and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Employer* to attend) any associated meetings,
 - promptly allows access to any relevant documents and information and
 - co-operates fully and promptly with the investigatory body, court or tribunal.
- 1.27 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this provision.
- 1.28 The *Supplier* complies (and ensures that any subcontractor complies) with the *Employer's* policies relating to bullying and harassment (Included at Annex 16). If the *Employer* considers that the presence or conduct of any of the Staff at any location relevant to the performance of the service is undesirable or in breach of the *Employer's* policies, the *Employer* instructs the *Supplier* to implement corrective action.
- 1.29 The *Employer* may treat a breach of non-discrimination requirements as a substantial failure by the *Supplier* to comply with his obligations under any Package Contract.

Official Secrets Acts

- 1.30 The Official Secrets Act 1989 applies to the framework from the date of award of the framework contract until all the works to be carried out under all Package Contracts have been completed.
- 1.31 The *Supplier* notifies his employees and subcontractors of their duties under the Official Secrets Act 1989.
- 1.32 The *Employer* may treat a breach of official secrets requirements as a substantial failure by the *Supplier* to comply with his obligations under any Package Contract.

Anti Bribery and Anti Fraud

- 1.33 The *Supplier* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer's* Anti Bribery Code of Conduct and Anti Fraud Code of Conduct, collectively "the Codes" (Included at Annex 16). The *Supplier* complies with the Codes until the *end date* and with
- paragraph 4 of the *Employer's* Anti Bribery Code of Conduct and
 - paragraph 3 of the *Employer's* Anti Fraud Code of Conduct

until 12 years after the *end date*.

- 1.34 The *Employer* may treat a breach of anti-bribery requirements or fraud as a substantial failure by the *Supplier* to comply with his obligations under any Package Contract.
- 1.35 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this provision.

Limits of Liability

- 1.36 Limits of liability will be determined for each Time Charge Order or Package Order.

Insurance

- 1.37 The *Supplier* provides the insurances stated in the Insurance Table in Annex 10, unless any different requirements are required by a Work Package.
- 1.38 The supply to the *Employer* of any evidence of insurance cover does not imply acceptance by the *Employer* that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver of the *Contractor's* liability under the contract.
- 1.39 The insurance shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international market.
- 1.40 The *Contractor* notifies the *Employer* at least ten (10) days prior to cancellation, suspension, termination or non-renewal of any of the insurances required by the contract.
- 1.41 The *Contractor* does not (and the *Contractor* ensures that none of its subcontractors of any tier does) take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required by this contract.

Euro (€) functionality

- 1.42 The *Supplier* performs its obligations under the framework contract and any Package Contract
- so that the *Employer* is not prejudiced by the implementation of the Euro,
 - in such a way as to comply with all legal requirements applicable to the Euro in the United Kingdom, including the rules on conversion and rounding set out in the EC Regulation 1103/97 (Included at Annex 16)
 - so that they are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and
- in accordance with the *Employer's* requirements both for Sterling and for the Euro.

2 Operation of the framework

Instructing Orders

- 2.1 Orders under the framework are placed by means of a Package Order or a Time Charge Order. Orders may be issued by the *Employer* or by another *Contracting Body*.
- 2.2 A Time Charge Order may be issued for work to assist the *Contracting Body* in providing preconstruction advice to assist in developing the additional Works Information required for a Package Order.
- 2.3 Where the selection is made by a *Contracting Body* other than the *Employer*, the *Contracting Body* will be required to obtain the agreement of the *Employer* to the selection.
- 2.4 A Package Order may be issued for a single scheme or a programme of work combining a number of schemes.

Allocation of work to Lots

- 2.5 Each of the six regions includes two Lots – major and minor works. Package Contracts are allocated to the appropriate Lot as follows.
- 2.6 Lots 1 to 6 – major work in each region as shown in Annex 4. Major work is where the forecast cost of pavement works is £1,000,000 or above, irrespective of the overall scheme value.
- 2.7 Lots 7 to 12 – minor work in each region, where the forecast cost of pavement works is less than £1,000,000 irrespective of the overall scheme value.
- 2.8 If a proposed Package Contract crosses adjacent regions, the Package Contract is allocated to the region which provides the most efficient use of resources.
- 2.9 On each anniversary of the award of the Framework Contract and before allocation of work for that year, suppliers in Lots 7 to 12 provide information to demonstrate whether or not their economic and financial standing is such that they could be awarded work to a higher level than the maximum for the Lot. The Framework Board reviews this information and decides whether the upper limit of any of Lots 7 to 12 should be increased.
- 2.10 The information for each Lot will be considered separately, and different upper limits may be fixed for each Lot. The maximum value of work for Lots 7 to 12 is capped at £2,000,000. When the maximum value for Lots 7 to 12 is increased, the minimum value for Lots 1 to 6 is increased by the same amount. The Framework Board notifies suppliers in all Lots of their decision.

Key Performance Indicators

- 2.11 A *Contracting Body* may include Option X20 (of the NEC3 contract) in a Package Order for services related to a standalone scheme, a scheme involving work by Others or a programme of schemes. If Option X20 is used, the performance measures and incentives apply in relation to the achievement of the *Contracting Body's* objectives for the scheme or programme of schemes. The incentive schedule may include targets which include the measurement of performance by other contractors on other contracts.

2.12 Alternatively, a *Contracting Body* may include Option X12 (of the NEC3 contract) in a Package Order for the same purpose.

2.13 Where a Package Contract forms part of a scheme delivered under the Asset Delivery model, the bespoke incentive mechanism developed for Asset Delivery (included in the framework contract as clause Z61C) is used instead of Option X12 or X20.

Building Information Modelling

2.14 Highways England requires that building information modelling (BIM) is operated on all Work Packages. The *Supplier*

2.14.1 where clause Z62C or Z62E is used, prepares a BIM Execution Plan for each Work Package which includes the specific components set out in Annex 14 and demonstrates how the *Supplier* will meet the requirements set out in the Employer's Information Requirements (EIR) set out in Annex 13; and/or

2.14.2 cooperates with others who have responsibility for BIM for the works associated with the Works Contract and/or Works Package.

Quality management

2.15 The *Supplier* operates management systems as follows

- a health and safety management system complying with OHSAS 18001,
- a quality management system complying with ISO 9001,
- an environmental management system complying with ISO 14001,
- a risk management system and Processes complying with ISO 31000 and
- a collaboration framework complying with BS 11000.

2.16 The systems include Processes for delivering continual improvement following the guidance in ISO 9004 and comply with good industry practice and the requirements of the Framework Information.

2.17 The *Supplier* obtains third party certification from a UKAS approved accreditation body approved by the *Employer* of

- its health and safety, quality and environmental management systems not later than twelve months after the date of award of the framework contract and
- its collaboration framework not later than three years after the date of award of the framework contract

unless the *Supplier* already holds such certification at the date of award of the framework contract. The *Supplier* submits to the *Employer* a copy of each certificate within one week after it is obtained.

2.18 The Quality Plan incorporates the Quality Statement and is sufficiently detailed to demonstrate how the *Supplier* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the framework contract.

2.19 The *Supplier* prepares the Quality Plan within 4 weeks of the award of the framework contract. The *Supplier* keeps a controlled copy of the Quality Plan available for inspection by the *Employer* and his representatives at all times.

- 2.20 The *Employer* notifies the *Supplier* if he considers that the Quality Plan does not comply with the requirements of the framework contract. Following such notification the *Supplier* reviews the Quality Plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals, the Quality Plan is changed.

Audit, Quality Management Points and Nonconformities

- 2.21 The *Supplier* carries out a programme of internal audits in accordance with the requirements of ISO 9001.
- 2.22 The *Employer* may carry out audits of the *Supplier's* quality management system from time to time. The *Supplier* allows access at any time within working hours to any place where he or any subcontractor carries out any work that relates to the framework contract or work under any Package Contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Supplier* is performing his obligations under the framework contract or Package Contract. The *Supplier* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- 2.23 Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25 on any Works Contract. The *Employer* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect. The *Supplier* pays the cost of the additional audits.
- 2.24 Within 2 weeks following notification of a nonconformity as defined in ISO 9000, the *Supplier* submits to the *Employer* for acceptance a plan setting out the corrective and preventative action that he proposes to take to deal with the nonconformity.
- 2.25 Within one week of the *Supplier* submitting the proposed action plan, the *Employer* either accepts the proposal or notifies the *Supplier* of his reason for not accepting it. A reason for not accepting the proposed action plan is that
- it does not specify the actions required to ensure that nonconformities do not recur,
 - it does not comply with the framework contract or the Package Contract,
 - the time for completing the corrective and preventative action is unreasonable or
 - it will hinder the *Employer* or Others.
- 2.26 If the *Employer* does not accept the proposed action plan, the *Supplier* submits a revised proposal to the *Employer* for acceptance within one week.
- 2.27 If the *Supplier* fails to comply with his quality management system, the *Supplier* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table. The number of Quality Management Points is reduced in accordance with the quality table.
- 2.28 If the *Supplier* fails properly to accrue Quality Management Points, the *Employer* instructs the *Supplier* to accrue the applicable number of Quality Management

Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Employer's* instruction.

2.29 The *Supplier* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

Quality Table

Failure	Quality Management Points	Period of effect
Failure to appoint a Quality Manager or to replace the Quality Manager when instructed by the <i>Employer</i>	25	Until audit confirms that failure corrected
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
A Quality Plan does not comply with the requirements of the framework contract or Package Contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to identify a Non-Conformity and raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to correct Quality Plan in the time and manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	15 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Employer</i>	10 per failure	Until the records are made available

Failure	Quality Management Points	Period of effect
Failure to have a complete HSMM Action Plan in place and operating as required by the framework contract	25 per failure	Until audit confirms that HSMM Action Plan complete and operating
Failure to update HSMM Action Plan as required	10 per failure	Until audit confirms that HSMM Action Plan updated
Failure to take an action detailed in the HSMM Action Plan (see note 1 below)	10 per failure	Until failure corrected
Failure to allow access for <i>Employer</i> audits	10 per failure	Until access is allowed
Failure by <i>Supplier</i> to accrue Quality Management Points that should have been accrued	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points
	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued
<i>Note 1: For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.</i>		

Records and Audit Access

- 2.30 The *Supplier* keeps documents and information obtained or prepared by the *Supplier* or any Subcontractor in connection with the framework contract or any Package Contract for a period of 12 years after the *end date*.
- 2.31 The *Supplier* permits the *Employer* and the Comptroller and Auditor General to examine documents held or controlled by the *Supplier* or any Subcontractor and provides such oral or written explanations as the *Employer* or the Comptroller and Auditor General considers necessary.
- 2.32 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Supplier*.

Collaboration Agreement

- 2.33 Any *Contracting Body* (other than Highways England or a Contractor appointed by Highways England) that wishes to issue a Package Order will need to enter into a Collaboration Agreement (Included at Annex 17) with Highways England and the *Supplier*.

Inclusion Action Plan

- 2.34 The *Supplier* prepares an Inclusion Action Plan in accordance with Annex 15 and submits it to the *Employer* for acceptance within 4 weeks of the award of the framework contract.

Parent Company Guarantee

- 2.35 If the *Supplier* is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex 12. If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Supplier* provides a legal opinion in support of a Parent Company Guarantee.
- 2.36 Any legal opinion provided by the *Supplier* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters
- confirmation that
 - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the Controller,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the bidder or its assets and

- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the Employer under the Parent Company Guarantee,
- confirmation of whether the Employer will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

Health and Safety Maturity Matrix (HSMM) Action Plan

- 2.37 The *Supplier* prepares a health and safety maturity matrix action plan (the HSMM Action Plan) and submits it to the *Employer* not later than 6 weeks following the award of the framework contract.
- 2.38 The HSMM Action Plan is based on the Health and Safety Maturity Matrix (HSMM) and the associated implementation plan produced by the *Supplier* (or, where the *Supplier* is a joint venture, by each Consortium Member). It details the specific actions to be taken under the framework contract and any Package Contract by the *Supplier* and its subcontractors (at any stage of remoteness from the *Employer*) in order to support delivery of the improvements identified in the implementation plans for the *Supplier* or each Consortium Member.
- 2.39 The *Supplier* updates the HSMM Action Plan
- when it receives a Time Charge Order or a Package Order,
 - as needed to support delivery of the improvements identified in the implementation plans and, in any case,
 - on each anniversary of the award of the framework contract.
- The annual updates are based on the updated HSMM and implementation plans produced by the *Supplier* (or, where the *Supplier* is a joint venture, by each Consortium Member).
- 2.40 The *Supplier* keeps a controlled copy of the HSMM Action Plan available for inspection by the *Employer* and his representatives at all times.
- 2.41 The *Employer* notifies the *Supplier* if at any time he considers that the HSMM Action Plan
- does not comply with the requirements of the framework contract or

- is not capable of delivering the improvements identified in the implementation plans.

Following such notification, the *Supplier* reviews the HSMM Action Plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals, the HSMM Action Plan is changed.

- 2.42 The *Employer* may carry out audits from time to time to verify that the *Supplier* is taking the actions detailed in the HSMM Action Plan. The *Supplier* allows access at any time within working hours to any place where it or any Subcontractor carries out any work under the framework contract or any Package Contract for the *Employer* to carry out such audits. The *Supplier* provides all facilities and assistance necessary to allow such audits to be carried out.
- 2.43 If the *Supplier* fails to take the actions detailed in the quality table in relation to the HSMM Action Plan, the *Supplier* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table. The number of Quality Management Points is reduced in accordance with the quality table.
- 2.44 Confidential and proprietary information Within two weeks after the expiry or termination of the framework contract for any reason and the completion of work under all Package Contracts or (if earlier) when it is no longer required, the *Supplier* returns to the *Employer* any confidential or proprietary information belonging to or provided by the *Employer* in the *Supplier's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Supplier* or any Subcontractor relating to the *Employer* or the framework contract.

3 Selection Procedure

3.1 The selection of a supplier for a Work Package is made following the procedure described below.

Exclusion of suppliers

3.2 The *Supplier* will be excluded from selection if:

- Its economic and financial standing as demonstrated at the annual review is insufficient for the value of the Work Package
 - From award of the framework contract, it has a 12 month rolling average Performance Indicator (from the Collaborative Performance Framework (CPF) (Included at Annex 16)) score when assessed as set out in the Package Information that is below 6 in any category until the Framework Board has accepted the remediation plan and the plan is being implemented. The average CPF score is calculated from the average of all completed Package Contracts, including the most recent scores for Package Contracts in progress on the framework; or
 - it has a Performance Indicator (CPF) score for Health and Safety of less than 6 until the Framework Board has accepted the remediation plan and the plan is being implemented,
 - the number of Quality Management Points it has at the time of selection on all Package Contracts exceeds 75 or an average per Package Contract exceeding 25,
 - it has not produced an HSMM Action Plan in the form which the framework contract requires,
 - it is subject to a termination notice,
 - it
 - is subject to a winding up order,
 - has presented a petition for bankruptcy,
 - has had a bankruptcy order made against it,
 - has made an arrangement with his creditors,
 - has had a receiver appointed over his assets,
 - has had a provisional liquidator appointed to it,
 - has passed a resolution for winding-up (other than in order to amalgamate or reconstruct),
 - has had an administration order made against it, or
 - has had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets,
- unless the insolvency practitioner can demonstrate to the satisfaction of the *Employer* that the *Supplier* is willing and able to perform the Work Package,

- it is subject to a consult notice - a notice issued by the *Employer* to the *Supplier* when the *Employer* has commercial concerns about the *Supplier*, sufficient enough that it would have a major concern in placing further work with the *Supplier* at the present time including financial standing, financial stability or any performance concerns in connection with the framework or any other contract with the *Employer*,
- the issue of a Package Order to the *Supplier* would create a conflict of interest,
- the available resources of the *Supplier* are less than those required for the proposed Package Contract when assessed as set out in Annex 5 table 1,
- the *Employer* is not satisfied that the *Supplier* would be able to complete the works or services required for the proposed Package Contract or
- it no longer passes the mandatory and discretionary selection criteria used in the original competition for this framework contract (see Annex 19),
- it is Controlled by
another *Supplier* or
an Associate Company of another supplier.

The *Employer* will reconsider these tests prior to the award of any Work Package. If the *Supplier* fails any of the above tests then it will be excluded from further consideration for the Work Package.

Time Charge Orders

- 3.3 For Time Charge Orders, the *Contracting Body* requests a submission from suppliers who have not been excluded to demonstrate their capability for the proposed work. The submissions must be provided within the period of time specified in the request.
- 3.3A The submission must identify the people to be used and provide a *staff rate* for each person. For *Suppliers* in Lots 1-6, the *staff rate* is calculated from the Defined Cost plus Fee for Work Packages. For *Suppliers* in Lots 6-12, the *staff rate* is calculated from the Defined Cost plus overhead and profit for Work Packages. The *Supplier* provides the *Employer* with the build ups and calculation for the *staff rates*. The *Employer* may validate a *staff rate* is representative of the likely costs to be incurred for the *Supplier's* proposed staff. The *Supplier* provides access to any supporting information and/or system and its staff to enable the *Employer* to validate a *staff rate*.
- 3.4 If a scheme has already been allocated to a supplier under the Value Allocation or Work Allocation procedure, that supplier will normally also carry out any associated Time Charge Order. Otherwise, the following procedure is used to select a supplier for a Time Charge Order.
- 3.5 The *Supplier* is assessed for performance and capability as follows.
 - Performance: the performance score is calculated as the average of the Performance Indicator (CPF) score recorded during the preceding 12 months when assessed as set out in the Package Information. The calculation of the average uses the final CPF scores for completed Package Contracts and the

most recent scores for Package Contracts in progress on the framework. For the first 12 months, it uses the average of those scores which are available

- Capability: specific resources identified as being critical to the completion of the Package Contract will need to be available when required. This will reflect resources already deployed on other Package Contracts within the framework and on other contracts and frameworks with the *Employer* and other employers. Confidence will be needed to ensure that the required resources are available when required throughout the course of the Package Contract. The assessment is carried out as set out in Annex 5 table 2. A supplier who fails to reach a score of 6 will be excluded from selection.

3.6 Each *Supplier's* score is calculated from the scores for performance and for capability. The scores will be combined in the ratio defined for the proposed Time Charge Order within the ranges 70:30 to 30:70. The total will be expressed to one decimal place

3.7 The supplier with the highest score will be selected for the Time Charge Order

3.8 When instructed by the *Contracting Body*, the *Supplier* provides a forecast of the total Time Charge and expenses for the work included in the proposed Time Charge Order.

Package Orders

3.9 For Package Orders, all suppliers in the relevant Lot who have not been excluded will be considered for the award of a proposed Package Order following the applicable *quotation procedure*.

3.10 The *quotation procedure* for the award of a Package Order is one of the following:

- Work Package allocation
- Direct award or
- Secondary competition

3.11 The *quotation procedure* is shown in the flow chart at Annex 3.

3.12 At a later stage during the framework when the *Employer* has matured in its programming capabilities, the programme allocation procedure may be introduced.

4 Quotation procedure - Work Package allocation

- 4.1 This procedure will apply to all planned work to be carried out under the framework unless another procedure is selected by the Framework Board.
- 4.2 The procedure is split into two main sections
- Value Allocation and
 - Work Allocation.
- 4.3 Value Allocation allocates an indicative percentage of available work to each supplier within a Lot based on various factors as below.
- 4.4 Work Allocation allocates individual works to each supplier on a preliminary basis and will attempt to allocate works to the supplier able to deliver the works to the best value for money in a way that best aligns to the Value Allocation.
- 4.5 This process will be done on an annual basis, in enough time to allow works to commence at the start of each year's programme of works.

Value Allocation Procedure

Year 1

- 4.6 An initial allocation of the percentage of the available work each supplier will indicatively be awarded is made after the date of award of the framework contract. This is called the Value Allocation. The percentage of work is allocated using the suppliers' combined quality and financial tender score. The highest scoring supplier will be allocated the most work, as indicated in the table below. The percentage of work allocated is determined by the number of suppliers per Lot.

Period One Value Allocation 100% of the available work is allocated based on tender scores		
Number of suppliers in the Lot	The highest tender score is allocated	The second highest score is allocated
2	60%	40%

Work is then allocated via the Work Allocation procedure.

Year 2 and Subsequent Years (Annex 8 value allocation metrics)

- 4.7 The *Supplier* will only be given a Value Allocation if it is deemed capable to perform the Package Contract. *Suppliers* will be deemed capable if they satisfy the following criteria:
- Conflict of Interest: The *Supplier* must not have a Conflict of Interest in connection with performing any aspect of the proposed Package Contract unless the *Employer* has agreed to measures to be put in place by the *Supplier* to manage the Conflict of Interest.
 - Compliance: The *Supplier* is not in breach of any aspect of the framework contract, or any Package Contract, and does not have a quality warning notice in relation to Clause Z18.

- The *Supplier* has provided any parent company guarantee requested by the *Employer*.
 - Ability: The *Supplier's* technical or professional ability and economic and financial standing, enables them to complete the work required for the proposed Package Contract.
 - Performance: The *Supplier* has a performance indicator score of 5 or more for Health and Safety for all other contracts with the *Employer*.
 - Where a RIDDOR Incident has occurred or Enforcement Action is brought under any contract:
 - where the contract is with the *Employer*, the *Supplier* has agreed a remediation plan with the *Employer* or
 - where the contract is not with the *Employer*, the *Supplier* has demonstrated to the *Employer's* satisfaction that he has put in place adequate measures to ensure that the incident or action will not recur.
- 4.8 Allocation of each subsequent years' scheme programme per Lot will be subject to the performance scores from the Collaborative Performance Framework (CPF) collected from previous work on the framework..
- 4.9 Each supplier will have a Value Allocation consisting of
- 50% of their previous year's Value Allocation; plus
 - a performance allocation as set out below.
- 4.10 50% of the work will be allocated subject to the CPF scores for each supplier on the Lot collected from all work previously undertaken. The scores will be proportionally allocated to the remaining 50% of the work per Lot.
- The *Supplier's* performance allocation will be:
- 50% of the *Supplier's* total performance score in Lot
- Sum of all suppliers' total performance score in Lot
- Work Allocation Procedure
- 4.11 Each year, the *Employer* will issue the planned programme of future work to the framework suppliers who will review and propose the best allocation of work between the suppliers to deliver value for money.
- 4.12 The allocation will be based on
- capability,
 - capacity,
 - geographical location,
 - direct delivery,
 - programming and
 - other opportunities

to align the value of work as best as possible with the Value Allocation for each supplier. The Work Allocation is indicative and subject to the number of schemes per year, and capacity and capability of each supplier, therefore an exact match of allocated work with the Value Allocation may not be possible.

- 4.13 Where the work is carried out in an area which includes a construction works framework, suppliers who have not been excluded will be invited to join the community for their region. Suppliers cooperate with other members of the Community in proposing the allocation of work under this procedure.
- 4.14 The *Employer* will review the proposals including verifying the capacity of each supplier. The *Employer* will decide the allocation taking account of the proposals.
- 4.15 The *Employer* will only allocate proposed work to the *Supplier* if it is deemed to have the capacity to perform the works. The *Supplier* will be deemed to have the capacity if it satisfies the following criteria.

Specific resources identified as being critical to the completion of the work will need to be available when required. Resources required to complete the work will be assessed against the overall capacity of the *Supplier*. This will reflect resources already deployed on other Package Contracts within the framework and on other contracts and/or frameworks with the *Employer* and other employers. Confidence will be needed to ensure that the critical resources are available when required and to ensure that adequate resource levels can be maintained throughout the course of the work. The *Employer* may request information from the *Supplier* to enable the assessment of this criterion.

- 4.16 If the *Supplier* does not have the capability for all the work allocated to it, the work that it cannot undertake will be allocated to other suppliers on the Lot, subject to capacity and resource.

Award of Works Contracts - general

- 4.17 The allocated work for the *Supplier* will form a Work Package. Individual Works Contracts which form part of the Work Package will initially be awarded using the procedure set out in paragraphs 4.18 to 4.25 below. At a later stage during the framework when the *Employer* has matured in its commercial intelligence capabilities, the procedure set out in paragraphs 4.26 to 4.29 below may be introduced.

Award of Works Contracts – prices set by *Supplier*

- 4.18 The *Contracting Body* issues to the *Supplier* the proposed Contract Data for the Works Contract, including the additional Package Information.
- 4.19 The *Supplier* responds within the time stated by the *Contracting Body*
 - advising whether the proposed Contract Data and the additional Package Information are accepted,
 - providing a programme, methodology and risk register,
 - if the engineering construction contract or engineering construction subcontract is used, without either Z63C or Z63E respectively being used, for a Works Contract the buildup of the percentage for Working Areas

overheads, where the *Employer* or a *Contracting Body* advises that an element of item 44 of the schedule of cost components is to be provided by another entity, the *Supplier* adjusts the percentage for Working Areas overheads to remove recovery of that element accordingly,

- stating the proposed total of the Prices taken from the *quotation information* adjusted
- as stated in Annex 7,
- for Lots 1 to 6, by the appropriate percentage reduction from the table “NEC ECCECS Option chosen” for use of Options B, C, D and E
- by removing the credit for cold milling arising material stated in the *quotation information* where the Package Information states that title to cold milling arising materials from excavation and demolition does not pass to the *Supplier*, and
- as otherwise stated terms of the framework contract
- The *Supplier* provides a detailed breakdown of the total of the Prices. The *Supplier* provides any further information when requested by the *Contracting Body* to assist the *Contracting Body* to understand to the quotation.

4.20 Without prejudice to paragraph 11, the *Contracting Body* either accepts the information provided by the *Supplier* or states why it is not acceptable. If the *Contracting Body* disagrees with the proposed total of the Prices, it identifies the changes that it proposes and the justification for those changes.

4.21 If the *Contracting Body* accepts the information provided by the *Supplier*, the *Contracting Body* issues the Works Contract to the *Supplier*.

4.22 If the *Contracting Body* does not accept the information provided by the *Supplier* and the *Supplier* accepts the changes proposed by the *Contracting Body*, the *Supplier* corrects and provides replacement information.

4.23 If the *Supplier* does not accept the changes proposed by the *Contracting Body*, the *Contracting Body* and the *Supplier* meet to discuss the difference and attempt to reach agreement.

4.24 If the *Supplier* does not provide replacement information, or the *Contracting Body* and the *Supplier* are unable to agree the changes, the *Contracting Body* may

- notify the *Supplier* of the total of the Prices and issue the Works Contract to the *Supplier* or
- instruct another supplier to carry out the work.

4.25 If the *Contracting Body* notifies the *Supplier* of the total of the Prices and issues the Works Contract to the *Supplier*, the *Supplier* may refer a dispute over the total of the Prices for resolution by the Adjudicator under the Works Contract.

Award of Works Contracts – prices set by *Contracting Body*

4.26 The *Contracting Body* issues to the *Supplier* the proposed Contract Data for the Works Contract, including the additional Package Information and the total of the

Prices together with a breakdown of the total. The total of the Prices is taken from the *quotation information* adjusted as

- stated in Annex 7,
- for Lots 1 to 6, by the appropriate percentage reduction from the table “NEC ECCECS Option chosen” for use of Options B, C, D and E,
- by removing any credit for cold milling arising material stated in the *quotation information* where the Package Information states that title to cold milling arising materials from excavation and demolition does not pass to the *Supplier*, and
- as otherwise stated in the framework contract.

4.27 If

4.27.1 the *Contracting Body* is a contracting authority as defined in the Public Contract Regulations 2015, the *Contracting Body* when assessing the total of the Prices for a Works Contract may reduce any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Contracting Body* notifies the *Supplier* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates; or

4.27.2 the *Contracting Body* is another contractor to the *Employer*, the *Employer* when considering the contractor’s proposals for the total of the Prices for a Works Contract may reduce any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Employer* notifies the *Supplier* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

4.28 The *Contracting Body* invites the *Supplier* to confirm that it accepts the proposed instruction on the terms set out and to provide a programme, methodology and risk register.

4.29 The *Supplier* responds within the time stated by the *Contracting Body* by providing the information requested and advising whether the terms are accepted. The *Contracting Body* either accepts the information or states why it is not acceptable. The *Supplier* corrects and provides replacement information. If the *Supplier* does not correct the information, the *Contracting Body* may issue the Package Contract to another supplier to carry out the work.

4.30 If the *Supplier* confirms that the terms are accepted, the instruction is issued to the *Supplier*.

4.31 If the *Supplier* does not accept the proposed instruction on the terms set out, the *Supplier* identifies the changes proposed to the total of the Prices and the justification for those changes. Without prejudice to paragraph 11, the *Contracting Body* and the *Supplier* meet to discuss the difference and attempt to reach agreement. If they are unable to agree, the *Contracting Body* notifies the *Supplier* of the total of the Prices and issues the Works Contract to the *Supplier*. The *Supplier*

may refer a dispute over the total of the prices for resolution by the Adjudicator under the Works Contract.

5 Quotation procedure - direct award

5.1 The direct award procedure may be used only in the following situations:

- When for reasons of extreme urgency brought about by events unforeseeable by, and not attributable to, the *Employer*, the timescales to conduct a secondary competition cannot be met. For example urgent works required for health and safety reasons.
- Where the cost to the *Employer* of conducting a secondary competition would be greater than the value gained by conducting the secondary competition. For example where the estimated total of the Prices for a Package Contract is less than the costs of conducting the secondary competition.
- Where the *Employer* is able to determine the most economically advantageous supplier to undertake the Package Contract, with regard to quality, price and performance and to fix the total of the Prices without secondary competition.

5.2 The procedure to be used for direct award is one of the following.

Work on a cost reimbursable basis.

5.3 This procedure is used for urgent work or where the cost to the *Employer* of conducting a secondary competition would be greater than the value gained by conducting the secondary competition.

5.4 The instruction is issued to the *Supplier* if the *Employer* considers that the *Supplier* is best placed to carry out those works depending on location and availability.

Work on terms defined by the *Employer*.

5.5 This procedure is used where the *Employer* is able to determine the most economically advantageous supplier.

5.6 The *Employer* prepares a proposed instruction which identifies the price for the proposed work from the *quotation information* adjusted as stated in Annex 7 and the other terms of the framework contract. The *Employer* invites the supplier whose price is the lowest to confirm that they have the capacity to carry out the work and that they accept the proposed instruction on the terms set out. If that confirmation is given, the instruction is issued to the supplier. If it is not given, the *Employer* may invite the supplier with the next lowest price to provide the confirmation. This process may follow until the *Employer* is able to award the work or decides to stop the direct award procedure and use the secondary competition procedure.

6 Quotation procedure - secondary competition

- 6.1 This procedure is used for a proposed Package Contract if it is not included within the work allocated under the work allocation procedure and does not meet the criteria for award under the direct award procedure.
- 6.2 A competition may be held for an individual scheme or a programme of work.
- 6.3 If the Work Package comprises a programme of work, pavement schemes are identified by the *Contracting Body* and packaged into a bundle reflecting the Lot structure, taking into account matters such as location and the capacity of suppliers to deliver them. The *Contracting Body* consults with the suppliers and other relevant contractors as to how the schemes might most efficiently be bundled, but the final decision ultimately rests with the *Contracting Body*.
- 6.4 The *Contracting Body* invites the framework suppliers who have not been excluded to submit a quotation for a proposed Package Order.
- 6.5 The quotation may be assessed on the basis of quality only, quality and price or price only. The *Contracting Body* states the basis for assessing tenders when issuing the brief.
- 6.6 A brief is made available to the suppliers, and includes
- a description of the *works* required,
 - the additional Contract Data for the proposed Work Package (Included at Annex 18),
 - notification of whether or not the total of the prices for the Work Package is to be treated as a lump sum price or a target price,
 - the additional Package Information for the proposed Work Package,
 - any *Employer's* Information Requirements (EIR) for the proposed Work Package, if required,
 - the timescale in which the work is to be carried out and the deliverables.
 - The completed table in Annex 5 Table 4, tailored as necessary for the proposed Work Package.

For quality only submissions, the *Contracting Body* will determine the total of the Prices for each and the build-up of the Price.

- 6.7 The *Supplier* responds within the period specified by the *Contracting Body* by completing the information and submitting the documents requested. The *Supplier's* proposal is to include the following information:
- the additional Contract Data part 2 for the Work Package (Included at Annex 18),
 - a methodology statement for the proposed Work Package, including a programme for the work, risk register and details of the resources proposed. The methodology statement must not exceed 10 sides of A4 paper, plus 1 side of A3 paper for the programme.
 - a BIM Execution Plan (BEP) for the Work Package if required

- a completed mandatory and discretionary exclusion response, Annex 19,
 - for price only or quality/ price quotations,
 - the prices for each activity on the *activity schedule* or *bill of quantities* for the Work Package
 - a fully reasoned and justified price for any item of work not included in the *quotation information* on the day the request for a quotation is issued, together with details to substantiate those prices based on information supplied in the *quotation information*
 - if the engineering construction contract or engineering construction subcontract is used for a Works Contract the buildup of the percentage for Working Areas overheads. Where the *Employer* or a *Contracting Body* advises that an element of item 44 of the schedule of cost components is to be provided by another entity, the *Supplier* adjusts the percentage for Working Areas overheads to remove recovery of that element accordingly and
 - an updated total of the Prices for each scheme and the Work Package.
- 6.8 The financial information in the submission uses the forms set out in Annex 6. The lump sum prices are to be based on the information in the *quotation information* adjusted as stated in Annex 7. Where prices are agreed for items which are not included in the Schedule of Rates, the agreed prices are added to the *quotation information*. The *Supplier* may include in his proposal a percentage discount on the Prices for the Work Package if the scale or timing of the proposed Work Package provides efficiency savings from the prices included in the *quotation information*.
- 6.9 If a Work Package or Works Contract is awarded under Option C, the prices included in the *quotation information* are reduced by the percentage stated in the *quotation information*.

Quality and price submissions

- 6.10 A quality panel assesses the methodology statement using the assessment criteria given in Annex 5 Table 3 and calculates the *Supplier's* score using the categories set out in Annex 5 Table 4. The quality panel may seek clarification during the marking process to remove any uncertainty over the meaning of a proposal. If the *Supplier's* submission is found to be not acceptable, the *Supplier* may be excluded from further consideration.
- 6.11 The supplier with the highest total quality mark is given a score of 100. The scores of other suppliers are calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.
- 6.12 The supplier with the lowest price submitted is given a score of 100. The scores of other suppliers are calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.

- 6.13 The quality score and the financial score will be combined in the ratio set out in the package brief (within the ranges 70:30 to 30:70) applied to the quality and finance scores respectively. The total will be expressed to one decimal place. If more than one supplier has the same highest score, the *Supplier* that will be considered further in accordance with the assessment procedure will be the lowest priced supplier
- 6.14 Without prejudice to paragraph 11, following completion of the quality assessment, the quality panel will review the financial material to verify the compatibility of the material in the quality and financial submissions. The quality panel may seek further clarification to enable them to understand the submission better. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the submission being rejected.

Quality only submissions

- 6.15 Without prejudice to paragraph 11, a quality panel assesses the methodology statement and determines the acceptability of the proposals using the assessment criteria given in Annex 5 Table 3 and calculates the *Supplier's* score using the categories set out in Annex 5 Table 4. The quality panel may seek clarification during the marking process to remove any uncertainty over the meaning of a proposal. If the *Supplier's* submission is found to be not acceptable, the *Supplier* may be excluded from further consideration.

Price only submissions

- 6.16 Without prejudice to paragraph 11, the assessment panel will review the material submitted by the lowest price supplier to verify the compatibility of the material in the quality and financial submissions. The quality panel may seek further clarification to enable them to understand the submission better. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the submission being rejected and the next lowest price *Supplier* being considered.

Issue of Package Order

- 6.17 When satisfied that the correct procedures have been followed the Framework Board notifies the Lot suppliers of the results of the competition and states which submission the *Contracting Body* proposes to accept.
- 6.18 If the *Supplier's* submission is accepted, the *Contracting Body* will issue a Package Order to the *Supplier* to perform the *Works* set out in the Work Package. All suppliers on the Lot will be notified of the Package Order.
- 6.19 Where the Work Package comprises a programme of work, the *Contracting Body* awards a Package Order to the successful supplier covering all the schemes in the bundle. Individual schemes under the Package Order are instructed by Works Contracts.
- 6.20 The *Contracting Body* reserves the right not to proceed with any proposal made in response to an invitation.

7 Programme allocation procedure

- 7.1 Under this procedure works may be undertaken directly for the *Employer* or as a subcontractor to an *Employer's* contractor (at any stage of remoteness from the *Employer*).
- 7.2 Where appropriate, all *Suppliers* who have not been excluded will be invited to join the Community for the CWF for their region. *Suppliers* cooperate with other members of the Community.
- 7.3 The *Employer* will assemble packages of schemes for inclusion in a Package Contract considering
- location of schemes,
 - location of *Suppliers'* (including their subcontractors) pavement materials batching plants with aim (not absolute) to
 - minimize haulage runs of materials
 - travelling time for the haulage run for the at the likely time of the day of the works
 - If more than one *Supplier* makes use of the same subcontractor's pavement materials batching plants then the consideration of the schemes packaging considers the *quotation information* to identify the lowest price *Supplier*,
 - programme needs both within the Lot's area and on a national basis with an aim (not absolute) to
 - provide continuity of work within the Package Contract,
 - where possible, to minimize picks and troughs resource requirements for all works trades to deliver works needs to the *Employer*
 - where a Scheme is within 3km of two or more *Suppliers'* pavement materials batching plants, allocated to the *Supplier* to whom delivered/achieved the greater efficiency, in relation to work price completed saving in the previous rolling 12 months excluding any haulage run efficiency
 - the available capability and capacity of a *Supplier* to resource the package of Schemes,
 - CPF performance achieved by the *Supplier*,
- 7.4 The packages may have any duration up to 12 months and reflect the forward programme known at that point.
- 7.5 The *Employer* may consult the *Suppliers* to inform this packing approach.
- 7.6 The *Employer* will review the proposals and perform a value for money test including verifying capability and capacity of each *Supplier*. The *Employer* will have the final decision on the allocation.
- 7.7 The *Employer* will only allocate proposed work to a *Supplier* if they are deemed to have the capacity to perform the works or professional services requirement. *Suppliers* will be deemed to have the capacity if they satisfy the following criteria

7.8 *Suppliers* will be deemed capable if they satisfy the following criteria:

- Conflict of Interest: The *Supplier* must not have a Conflict of Interest in connection with performing any aspect of the proposed Package Contract unless the *Employer* has agreed to measures to be put in place by the *Supplier* to manage the Conflict of Interest.
- Compliance: The *Supplier* is not in breach of any aspect of the framework contract, or any Package Contract, and does not have a quality warning notice in relation to Clause Z18.
- The *Supplier* has provided any parent company guarantee requested by the *Employer*.
- Ability: The *Supplier's* technical or professional ability and economic and financial standing, enables them to complete the work required for the proposed Package Contract.
- Performance: The *Supplier* has a performance indicator score of 5 or more for Health and Safety for all other contracts with the *Employer*.
- Where a RIDDOR Incident has occurred or Enforcement Action is brought under any contract:
 - where the contract is with the *Employer*, the *Supplier* has agreed a remediation plan with the *Employer* or

7.9 where the contract is not with the *Employer*, the *Supplier* has demonstrated to the *Employer's* satisfaction that he has put in place adequate measures to ensure that the incident or action will not recur. If the work allocation cannot demonstrate value for money, the *Employer* undertakes a secondary competition between *Suppliers*.

8 Quotation Information

- 8.1 Where a new price is agreed for a new item of work, the *Employer* may add the new item of work and the associated agreed rate to the *quotation information*.
- 8.2 The *Supplier* does not use a rate in preparing a price for a Works Contract that exceeds the relevant rate in *quotation information* adjusted as stated in Annex 7. The *Supplier* may use a rate that is lower than the rate used in the *quotation information* adjusted as stated in Annex 7.

9 Selection Criteria

- 9.1 If during the delivery of any Package Contract, a *Supplier* can no longer pass the mandatory and discretionary selection criteria used in the original competition for this framework contract (see Annex 19), the Employer may decide to instruct no further work under any Package Contract. Any further work in the scope of the Package Contract may be placed with a different contractor.

10 RIDDOR

- 10.1 Where a RIDDOR Incident has occurred or Enforcement Action is brought under any contract: then the *Employer* may decide to instruct no further work under a Package Contract. Any further work not placed with the Supplier within the scope of the Package Contract may be placed with a different contractor

11 Public Contract Regulations 2015

- 11.1 The *Employer* or *Contracting Body* may undertake due diligence at any stage of a quotation procedure and/or in connection with the placing of a Works Contract in relation to a potentially abnormally low offer under the Public Contracts Regulations 2015, as amended.

Annex 1 – Framework Objectives

1 VISION, VALUES AND KEY OBJECTIVES

1.1 Purpose

- 1.1.1 The purpose of this document is to communicate the Employer's vision, values and the key objectives of this Framework Agreement, whilst outlining the Employer's expectations regarding how the Supplier must support the delivery of these.
- 1.1.2 The *Employer* is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- 1.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- 1.1.4 The *Employer's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long term operation and integrity.
- 1.1.5 The *Employer* is seeking to create maximum value from the significant investment being made in renewal of Pavements which is critical to The *Employer* meeting its business commitments in Road Period 1.

1.2 The Employer's Vision

- 1.2.1 The *Employer's* vision is to become a leading infrastructure operator.
- 1.2.2 The Strategic Business Plan 2015 – 2020 (Included at Annex 16) sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.
- 1.2.3 The Supply Chain Strategy 2015 (Included at Annex 16) sets out how the *Employer* will work with highways suppliers to meet the challenge through the road investment strategy in terms of investment, performance improvement and transforming road user experience through operation of the strategic road network.
- 1.2.4 The *Employer's* Strategy builds on three key principles to deliver business outcomes:
 - Building capacity
 - Developing relationships
 - Delivering performance

1.3 The Employer's Outcomes

- 1.3.1 The Strategic Business Plan 2015 – 2020 sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.
- 1.3.2 This Framework Agreement plays a key role in assisting and enabling the *Employer* to achieve its outcomes of;
 - supporting economic growth,
 - a safe and serviceable network,
 - a more free flowing network,

- an improved environment and
- a more accessible and integrated network.

1.3.3 This will be achieved through;

- planning for the future,
- growing capability,
- building relationships,
- efficient and effective delivery and
- improving customer interface.

1.4 The *Employer's* values and expectations

1.4.1 To be successful in delivering the objectives and expectations of this Framework Agreement, the *Supplier* will need to have values that support those of the *Employer* and work collaboratively with the *Employer*, other *Suppliers* appointed on the framework and other Highways England Suppliers (suppliers as described in the Annex 2, Collaboration).

1.4.2 The *Employer's* values are;

- **Driven to improve** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers,
- **Leading the way** - We have a clear vision for the future of the network. Each of us understands our personal contribution towards it, and we take others with us on the journey,
- **A trusted partner** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners,
- **A responsible custodian** - We are custodians of the network, acting with integrity and pride in the long-term national interest and
- **A creative thinker** - We find new ways to deliver by embracing difference and innovation, while challenging conventions.

1.4.3 The *Employer* expects that the *Suppliers will* have the desired behaviours that enable a collaborative approach to achieving the *Employer's* outcomes. The Suppliers appointed to the Pavements Framework should support the *Employer's* vision and values at all times by mature, open, flexible and collaborative working relationships,

- understanding each other's priorities and objectives, and always, putting the customer first,
- sharing high-quality information,
- delivering high performance,
- working to build more sustainable businesses,
- engagement and working collaboratively with stakeholders and forging stronger relationships with local communities

1.5 Objectives

1.5.1 A number of objectives for the Pavements Framework have been identified based around the five key performance areas Safety, Customer, Quality, Cost and Environment:

- Improved road safety for road users, working to eliminate all fatalities, serious injuries and long term ill health to road workers, sharing best practise with other pavements framework suppliers and other with Highways England suppliers.
- Maximise the use of recycled materials to reduce consumption of natural materials opening the supply market to a greater sustainable supply of materials, excavated materials will be reused where possible reducing the amount of excavated materials being taken to landfill.
- Reducing noise levels for communities by using the appropriate material for the location and improvements in durability will increase the time between interventions.
- Taking an efficient approach to haulage of materials, reducing haulage – considering location to identify the most economical source of supply.
- Better utilisation of quarrying, batching & site assets.
- Improved ride quality, through better quality of road surfacing and earlier use of better condition roads (road users' number one priority).
- Optimising working window duration, to minimise the overall impact on customers and communities and release benefit to road users earlier.

1.5.2 The *Employer* and *Supplier* will need to work together to create maximum positive value from the significant investment being made in renewal of pavements, this will be critical to Highways England meeting its business commitments in Road Period 1, directly influencing performance against the following KPI's:

- Safety: ongoing reduction in Network KSIs to support a decrease of at least 40% by the end of 2020 against the 2005–09 average baseline.
- Lane Availability: maximise lane availability so it does not fall below 97% in any one year. Surface Condition: percentage of pavement asset that does not require further investigation for possible maintenance is to be maintained at 95% or above.
- Environment: reducing carbon dioxide, and other greenhouse gas emissions for the Company and its supply chain that occur as they carry out work on the Strategic Road Network. As outlined in the RIS, Highways England has committed to making capital efficiency savings of £1.2bn by 2020 (in nominal terms). Pavement renewal efficiencies are expected to contribute circa £350m towards the overall efficiency target for Roads Period 1. Pavement Suppliers will actively contribute to Highways England's efficiency savings target, creating a commercial environment for more rapid and consistent deployment of the efficiency benefits focussing on best whole life solutions for the asset.

1.5.3 In relation to these key objectives the *Supplier* will:

- design and implement its approaches and processes which will feed into their Quality Plan, in a manner that achieves the key objectives, thus assisting and enabling the *Employer* to deliver its goals and vision and

- identify innovative and more effective and efficient ways of working.

Annex 2 - Collaboration

To be successful in delivering the objectives and expectations of this Framework the *Supplier* will need to have values that support those of the *Employer* and work collaboratively with the *Employer*, other *Suppliers* appointed on the Framework and other *Employer's Suppliers* (identified below)

The Framework Suppliers will need to operate a collaboration framework which is compliant with BS11000.

Pavement Framework Suppliers will work collaboratively with a range of stakeholders which will include:

- The *Employer*
- Other Pavement Framework Suppliers across each of the Regional Pavement Framework Lots
- Other *Contracting Bodies* including :
 - the *Employer's* Delivery Partners
 - Asset Support Contractors
 - Other *Employer's* suppliers as necessary
 - Local Highway Authorities
- Asset Delivery Suppliers and Communities and if required take an active role in the Asset Delivery Community as a Community Partner
- Associated Steering Groups, such as the Pavements Efficiency Steering Group

In order to support collaborative working and directly after the date when this Framework came in to existence the *Employer* will work closely with Pavement Framework *Suppliers* to form a Pavement Community.

The Pavements Community will operate at both a Regional Lot level and also at a National Framework level. The purpose of the community will be to identify opportunities to do things differently and in the most efficient manner, sharing best practice and learning and supporting the *Employer* in driving pavement efficiencies. The Pavement Community will act as an enabler to meeting the objectives for the Framework as outlined in Annex 1 of this Framework Information.

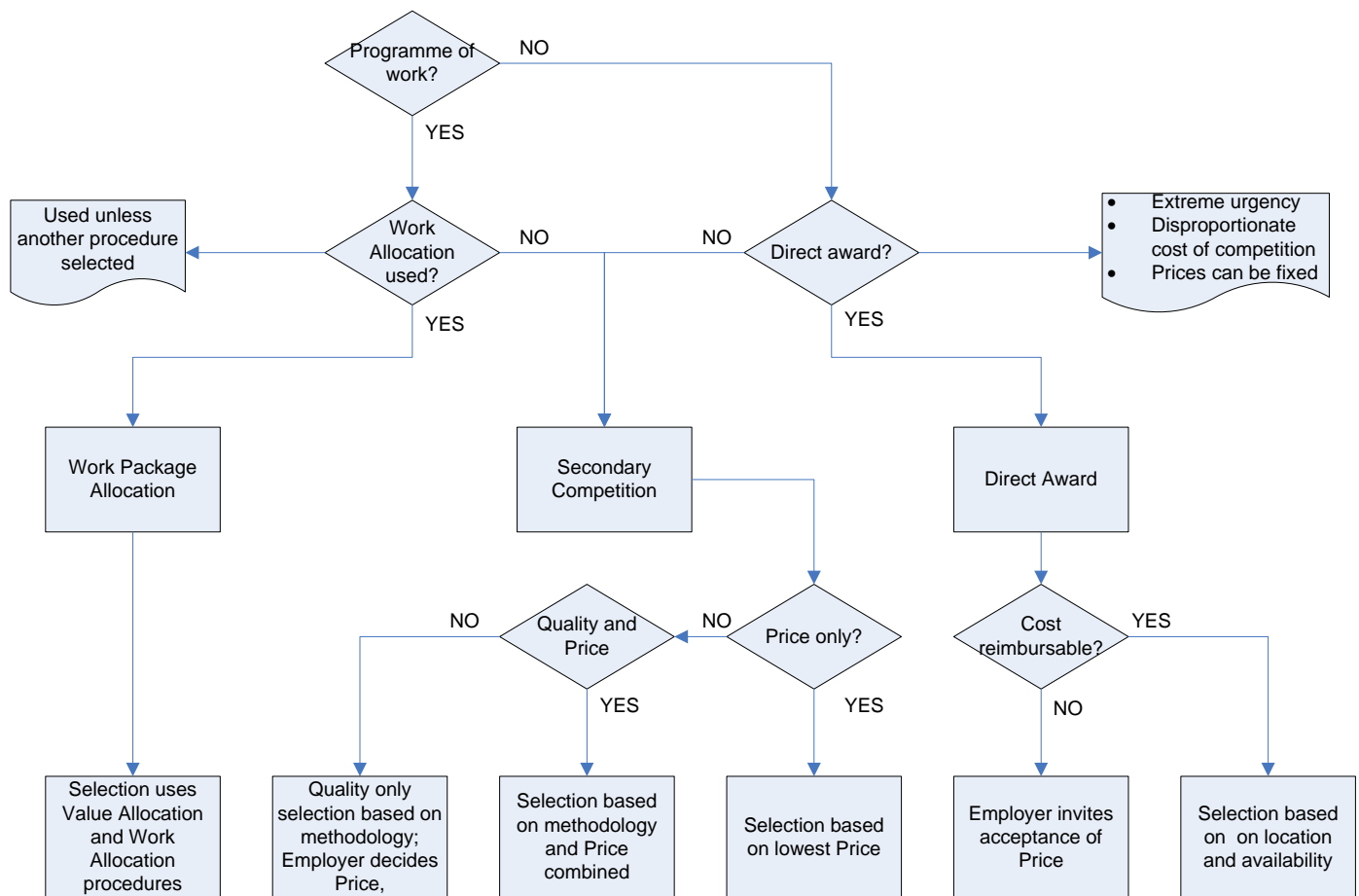
As a minimum, Pavement Framework Community will:

- Provide solutions to improve programming and management of works
- Seek to understand the capability and capacity within the supply chain and mitigate potential risks
- Share best practice and innovations within the Community
- Develop and share success stories from inventive working practices delivered by the community
- Support the *Employer* with the Work Package Allocation and Programme Allocation processes, determining an optimal work programme for each supplier
- Identify opportunities for resource sharing and collaboration, and develop ways to do things in a different and efficient manner
- Support achieving efficiency savings

- Identify efficiency opportunities between *Suppliers*, such as sharing, pooling or providing access to resources
- Potentially zone works packages to permit additional efficiencies through the use of the most suitable and best located plant and batching facilities
- Promote effective discussion between Suppliers on how to align approaches and share best practices for broader performance topics, including health & safety

Annex 3 - Selection of *Supplier* for Package Contract

Flow chart of *quotation procedure*



Annex 4 – Regional Structure

The regional structure on which the Lots are based is shown in the following diagram. Details of the Highways England areas which identifies the counties covered and the network of roads within each area are stated in the table below.



HE Region	Operational area and Counties covered	Roads managed
Lots 1 and 7 - North East	Area 12 Yorkshire , Lincolnshire , Derbyshire ,	A1M - M1, M18, M62, M180, M181, M606, M621, A1, A19, A57, A61, A63, A64, A160, A168, A180, A616, A628, A1033. A631 lower deck of Tinsley viaduct at M1 junction 34
	Area 14 Durham , Northumberland , North Yorkshire , Tyne and Wear	A1(M)/A1, A19, A184, A194(M), A66(M)/A66, A1033 and the A696.
Lots 2 and 8 - East	Area 6 Cambridgeshire , Essex , Norfolk , Suffolk	M11 junction 6 to 9. A1 between A1(M) and Stamford A11 between A14 and A47. A12(S) between M25 junction 28 and Ipswich. A12(N) between Great Yarmouth and Lowestoft. A14 between A142/Exning junction (junction 37) and Felixstowe. A47 between Peterborough and Great Yarmouth. A120(W) Stansted (M11) to Marks Tey (A12). A120(E) Colchester to Harwich.
	Area 8 Bedfordshire , Buckinghamshire , Cambridgeshire , Hertfordshire , Essex ,	M1 from junction 6A, St Albans, Hertfordshire to Milton Keynes/Northamptonshire border north of junction 14, including junction 10 to 10a, Luton. M11 from junction 9, Stump Cross, Essex to Junction 14, Girton Interchange, Cambridgeshire. A1(M) from junction 6, Welwyn, Hertfordshire to junction 10, Radwell, Bedfordshire. A14 from Thrapston (junction 13), Northamptonshire to A14 Newmarket (junction 37), Suffolk including a 2 mile spur between Alconbury and Huntingdon. A11 from M11 junction 9, Stumps Cross, to A14 Newmarket (junction 36). A1 from A1(M) junction 10 to A1(M) junction 14 Alconbury A421 from M1 junction 13, Bedfordshire to A1 Black Cat Roundabout, Roxton, Bedfordshire. A428 from the A1 Wyboston Interchange, Bedfordshire to A14/M11

		<p>junction 14 Girton Interchange, Cambridgeshire. A5 from M1 junction 9, Flamstead,</p> <p>Hertfordshire to A508 Old Stratford roundabout, Milton Keynes A414 from the M1</p> <p>junction 8 to A405 at St. Albans. A414 from the M1 junction 8 to A405 at St. Albans to A5183 junction</p>
Lots 3 and 9 - South East	<p>Area 3</p> <p>Berkshire, Buckinghamshire, Dorset, Hampshire, Surrey, Oxfordshire</p>	<p>M27, M271 (Total length). M275 (From A27/M27 to Tipner Lane Bridge). A27 (A27 from Hilsea to the A259 Warblington). A31 (From Bere Regis to J1 M27 Cadnam). M3 (From J2 Thorpe to J14 Chilworth). A3, A3 (M) (From Ockham to Horndean). A303 (From M3 J8 to A338 Parkhouse Cross) M4 (From J5 Slough to J15 Swindon). A404 (From A404(M) J9b to M40 Handy Cross). A404(M) (Total length) A34 (From M3 J9 to M40 J9 Wendlebury) A308M (Total length) M25 at Ockham I/C (Surrey) South to its junction with the A3(M).</p>
	<p>Area 4</p> <p>Kent, Surrey, East Sussex, West Sussex</p>	<p>M23 from M25 junction.</p> <p>A23 Sussex. A27 East and West Sussex. A26. A2 A259. A21 Sussex and Kent from M25 junction. M20. M2. A2. A20. A249. A2070. A259. M25 and A282 at Dartford and start M2 Junction 1 M23 between A25 overbridge and M23 Junction 11</p>
Lots 4 and 10 - South West	<p>Area 1</p> <p>Cornwall, Devon</p>	<p>A30 and the A38 all purpose trunk roads to the west of M5 junction 31 and the A30 from the M5 junction 29 to the eastern end of the Honiton bypass and the A35 Honiton to Bere Regis.</p>
	<p>Area 2</p> <p>Bristol, Devon, Dorset, Gloucestershire, Somerset, Wiltshire</p>	<p>M4 (junction 15 to Second Severn Crossing). M5 (junction 9 to 31). M32 (M4 junction 19 to 3). M48 (M4 junction 21 to J2). M49 (M5 junction 18a to M4 junction 22). A30/A303 (Honiton to Wilts/Hants boundary near A338 junction). A4 Avonmouth Relief Road. A4 from London Road roundabout to junction of A363 (Bathford east of Bath). A36 (Bath at Bathampton to M27 junction 2). A40 from M5 junction 11 Westwards to Gloucestershire and Hereford-shire boundary near Ross on Wye. A46 (M4 junction 18 to A4 east of Bath). A417-M5 Junction 11A (start of Brockworth Bypass) to the junction of the A40 and A38 Zoons Court Roundabout</p>

Lots 5 and 11 - Midlands	<p>Area 7</p> <p>Derbyshire, Leicestershire, Rutland, Lincolnshire, Nottinghamshire, Northamptonshire</p>	<p>Leicestershire, Rutland, Lincolnshire, Nottinghamshire, Northamptonshire. Location to include M1 from junction 30 to south of junction 15.</p> <p>M6 junction 1 to M1 junction 19 M45. M69 between junction 1 and M1 A1 Blyth in</p> <p>Nottinghamshire to Stamford in Lincolnshire A5 between Atherstone and Old</p> <p>Stratford, Milton Keynes A6 Alvaston bypass A14 between Thrapston and the M1</p> <p>junction 19 A38 between Burnaston and the M1 junction 28. A42 from the M1 to the</p> <p>M42 A43 between the M40 junction 10 and M1 junction 15a. A45 between Thrapston</p> <p>and the M1 junction 15. A46 between Lincoln and M1 junction 21a. A50 junction 1 to</p> <p>M1 junction 24A — Please see the A50/A564 Stoke to Derby Link scheme page for</p> <p>more information. A52 between the A1 at Barrowby and Spondon, Derby. A453</p> <p>between Nottingham and M1 junction 23A. A5111 from the A52 at Spondon to the A6</p> <p>Alvaston bypass A516 to A38. A50 from Junction 1 to M1 Junction 24</p>
	<p>Area 9</p> <p>Gloucestershire, Shropshire, Staffordshire, Warwickshire, West Midlands, Worcester, Herefordshire</p>	<p>A40 Herefordshire. A49 Herefordshire and</p> <p>Shropshire. A5 Warwickshire to Shrewsbury. A458 Shrewsbury. A483 Shrewsbury. M54</p> <p>junction 1 to 7. M50 junction 4 to 8. M5 junction 1 to 9. M6 junction 1 to 16. A46</p> <p>(from M5 junction 9 to M6 junction 2). M40 junction 13 to M42 junction 3A. A500</p> <p>Staffordshire. A38 Staffordshire. A45 Rugby to Coventry. M69 (from A46 Walsgrave on</p> <p>Sowe to A5 Hinckley). A50 DBFO. M6 Toll. A449T between M50 junction 4 and A40; A40T between A449T and Welsh Border (290m West); A46 between M5 junction 9 and M40 junction 15; M5 between junction</p> <p>9 and M6 junction 8; M42 between M5 junction 4A to junction 11 (A42); M40 between</p> <p>M42 junction 3A to junction 15; M6 between junctions 1 and 16. A458 between A5</p> <p>(Churncote) and Welsh Border (Middletown); A483 between A5 (Mile End) and Welsh</p> <p>Border (Llanymynech); A49 between A5 (Shrewsbury) and A40 (Ross-on-Wye); A45</p>

		<p>between M42 junction 6 and A452 (Stonebridge Island); A45 between A46 (Festival Island) and the M45; A46 between M6 junction 2 and M40 junction 15; A446 from Stonebridge island to M6 J4; A5 between A449 Gailey to B4111 (Mancetter Island); A449 between N54 junction 2 to A5 Gailey; A4123 between A4034/A4123 island and M5 J2; M69 between junction 1 and M6 junction 2; A50 between A521 (including Meir Interchange and Meir Tunnel) to A500; A500 between 15 and 16; A5148 between A5 Wall island and A38 Swinfen island; A4097 between Dunton Island M6 Toll slip road. A38M slip roads at M6 J6; A423 from A45 to Peugeot Talbot Island; A5127 slips roads at M6 J6.</p>
Lots 6 and 12 - North West	<p>Area 10</p> <p>Cheshire, Merseyside, Greater Manchester, Lancashire</p>	<p>. Area 10 Cheshire, Merseyside, Greater Manchester, Lancashire. Location to include M6 (junction 15 to just north of junction 30). M53. M56. M57. M58. M60 M61. M62 (A5058 to junction 23). M66 M67. M602. A55 (junction 36A to M53 junction 12). A56 (M66 to M65). A483 (Welsh border to A55). A494 (A550 to M56). A550 (Welsh border to M53 junction 5). A556 (M6 junction 19 to M56 junction 7). A627(M), A663 (A627(M) to A6104) and A5036 (A565 to M57).</p>
	<p>Area 13</p> <p>Cumbria, Lancashire</p>	<p>A74 - M6, M55, A66, A69, A74(M), A585, A590, A595.</p>

Annex 5 – Assessment of submissions

Table 1 - Resource availability of *Supplier*

	Does the <i>Supplier</i> have sufficient resources available (when required) for the proposed Package Contract and do the people have the required training, skill and experience?
Not Acceptable	The available resources are considered be insufficient or the people have unsatisfactory levels of training, skill or experience There is insufficient capacity to provide the work to the required programme
Acceptable	Resources are adequate and people having an adequate level of training, skill and experience are available

Table 2 - Capability

Banding	Mark	Does the Supplier have sufficient people, equipment and material sourcing to fulfil the needs of the proposed work?
Weak	1	<p>Across no aspects of the area of assessment does the approach:</p> <ul style="list-style-type: none"> • Provide any confidence that the available people resources have a satisfactory level of training, skills or experience. • Demonstrates any provision of equipment and material resources. • Propose/identify any key people available for the duration of this Package Contract.
	2	<p>Across a minority of aspects of the area of assessment the approach:</p> <ul style="list-style-type: none"> • Provides limited level of confidence that the available people resources have a satisfactory level of training, skills or experience and • Provides limited level for provision of equipment and material resources. • Provides limited levels of key people available for the duration of this Package Contract.
	3	<p>Across approximately half of the aspects of the area of assessment the approach:</p> <ul style="list-style-type: none"> • Provides a limited level of confidence that the available people resources have a satisfactory level of training, skills or experience and • Provides limited level for provision of equipment and material resources. • Provides limited levels of key people available for the duration of this Package Contract.
	4	<p>Across most aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> • Provides some confidence that the available people resources have a satisfactory level of training, skills or experience and • Partially identifies provision of equipment and material resources. • Some contribution of key people available for the duration of this Package Contract.
Acceptable	5	<p>Across most aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> • Provides an adequate level of confidence that the available people resources have a satisfactory level of training, skills or experience and • Adequate level for provision of equipment and material resources. • Adequate levels of key people available for the duration of this Package Contract

Good	6	<p>Across all aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> Provides an adequate level of confidence that the available people resources have a satisfactory level of training, skills or experience and Adequate level for provision of equipment and material resources. Adequate levels of key people available for the duration of this Package Contract
	7	<p>Across all aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> Provides a high degree of confidence that the available people resources have a satisfactory level of training, skills or experience and High level for provision of equipment and material resources. Adequate levels of key people available for the duration of this Package Contract
Very Good	8	<p>Across all aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> Provides a high degree of confidence that the available people resources have a satisfactory level of training, skills or experience and Provides significant level for provision of equipment and material resources and includes contingency planning. Provides evidence of Key people with relevant experience to the contract Provides some confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks
	9	<p>Across all aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> Provides a very high degree of confidence that the available people resources have a satisfactory level of training, skills or experience and Significant level for provision of equipment and material resources. Provides Significant evidence of Key people with relevant experience to the contract Provides confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks Demonstrates innovation / continuous improvement to deliver significant benefit / efficiency to Highways England.
Excellent	10	<p>Across all aspects of the area of assessment, the approach:</p> <ul style="list-style-type: none"> Provides an excellent degree of confidence that the available people resources have a satisfactory level of training, skills or experience and Exceptional level for provision of equipment and material resources. Provides a High degree of confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks Demonstrates innovation / continuous improvement to deliver exceptional benefit / efficiency to Highways England.

Table 3 – Methodology

Banding	Mark	How well do the proposals meet the contract requirements and demonstrate an understanding of the risks to the work?
Weak	1	<p>Across no aspects of the area of assessment does the approach presented:</p> <ul style="list-style-type: none"> • Provide confidence that the requirements are likely to be satisfied and fails to demonstrate appropriate cost and risk control • Provides any evidence of key people available for the duration of this Package Contract.
	2	<p>Across a minority of aspects of the area of assessment the approach presented:</p> <ul style="list-style-type: none"> • Provides a limited level of confidence that the requirements are likely to be satisfied; with limited evidence to demonstrate appropriate cost and risk control • Provides limited evidence of key people available for the duration of this Package Contract. • Contributes to the delivery of the project objectives to a limited extent.
	3	<p>Across approximately half of the aspects of the area of assessment the approach presented:</p> <ul style="list-style-type: none"> • Provides a limited level of confidence that the requirements are likely to be satisfied; with limited evidence to demonstrate appropriate cost and risk control • Provides limited evidence of key people available for the duration of this Package Contract. • Contributes to the delivery of the project objectives to a limited extent.
	4	<p>Across most aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> • Provides some confidence that the requirements are likely to be partially satisfied; with limited evidence to demonstrate appropriate cost and risk control • Provides some evidence of key people available for the duration of this Package Contract. • Partially contributes to the delivery of the project objectives.
Acceptable	5	<p>Across most aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> • Provides an adequate level of confidence that the requirements are likely to be satisfied; with adequate evidence to demonstrate appropriate cost and risk control • Provides adequate evidence of key people available for the duration of this Package Contract. • Adequately contributes to the delivery of the project objectives.

Good	6	<p>Across all aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> Provides an adequate level of confidence that the requirements are likely to be satisfied; with adequate evidence to demonstrate appropriate cost and risk control Provides adequate evidence of key people available for the duration of this Package Contract. Adequately contributes to the delivery of the project objectives.
	7	<p>Across all aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> Provides a high degree of confidence that the requirements are likely to be satisfied; and evidence to demonstrate appropriate cost and risk control Provides adequate evidence of key people available for the duration of this Package Contract. Adequately contributes to the delivery of the project objectives
Very Good	8	<p>Across all aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> Provides a high degree of confidence that the requirements are likely to be satisfied; and evidence to demonstrate appropriate cost and risk control Provides evidence of key people with relevant experience to the contract Provides some confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks Significantly contributes to the delivery of the project objectives.
	9	<p>Across all aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> Provides a very high degree of confidence that the requirements are likely to be satisfied; and evidence to demonstrate appropriate cost and risk control Provides significant evidence of Key people with relevant experience to the contract Provides confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks, clearly demonstrating how collaborative working will be used to achieve the objectives. Significantly contributes to the delivery of the project objectives; and Demonstrates innovation / continuous improvement to deliver significant benefit / efficiency to Highways England.

Excellent	10	<p>Across all aspects of the area of assessment, the approach presented:</p> <ul style="list-style-type: none"> • Provides an excellent degree of confidence that the requirements will be satisfied; and evidence to demonstrate appropriate cost and risk control • Provides a High degree of confidence that the Package Contract will be delivered on time and within budget constraints and will mitigate risks, clearly demonstrating how collaborative working will be used to achieve the objectives. • Makes an exceptional contribution to the delivery of the project objectives; and • Demonstrates innovation / continuous improvement to deliver exceptional benefit / efficiency to Highways England.
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Table 4 – Categories of work

The *Employer* completes the following table for each Work Package as part of the brief.

Work Package Activity	Description	Weighting
1	<i>[Describe categories of work against which methodology will be assessed]</i>	
2		
3		
4		
5		
6		
	Total mark	
	Score (mark x 100 / [n]) <i>[replace divisor by 10 x number of categories used]</i>	

Annex 6 – Financial submission by *Suppliers*

For Option A Works Contracts

A priced *activity schedule* based on the activities defined by the *Contracting Body*, with each activity allocated to the appropriate element of Highways England's Work Breakdown Structure.

The *Supplier* reduces any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Supplier* notifies the *Employer* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

If the *Employer* considers that the *Supplier* has not removed an element of forecast Defined Cost that is not applicable to the work in the Works Contract, the *Employer* removes the element of forecast Defined Cost and recalculates the rate.

For Option B or D Works Contract

A completed Bill of Quantities

The *Supplier* reduces any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Supplier* notifies the *Employer* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

If the *Employer* considers that the *Supplier* has not removed an element of forecast Defined Cost that is not applicable to the work in the Works Contract, the *Employer* removes the element of forecast Defined Cost and recalculates the rate.

A detailed breakdown of any rates not taken from the Schedule of Rates, showing how the new rate is based on the rates in the Schedule of Rates.

For Option C Works Contracts

A priced *activity schedule* based on the activities defined by the *Contracting Body*.

The *Supplier* demonstrates how the price for the activity is based on the rates in the Schedule of Rates as adjusted in accordance with this framework contract.

The *Supplier* reduces any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Supplier* notifies the *Employer* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

If the *Employer* considers that the *Supplier* has not removed an element of forecast Defined Cost that is not applicable to the work in the Works Contract, the *Employer* removes the element of forecast Defined Cost and recalculates the rate.

For Option E Works Contracts

A forecast of the total of the Prices for the activities defined by the *Contracting Body*, with each activity allocated to the appropriate element of Highways England's Work Breakdown Structure.

The *Supplier* reduces any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Supplier* notifies the *Employer* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

If the *Employer* considers that the *Supplier* has not removed an element of forecast Defined Cost that is not applicable to the work in the Works Contract, the *Employer* removes the element of forecast Defined Cost and recalculates the rate.

For Lots 7 to 12 Works Contracts;

A priced Price List based on the activities/items defined by the *Contracting Body*, with each activity/item allocated to the appropriate element of Highways England's Work Breakdown Structure.

The *Supplier* reduces any applicable rate in the Schedule of Rates by removing those elements of forecast Defined Cost included in the rate that are not applicable to the work in the Works Contract. The *Supplier* notifies the *Employer* of those elements of forecast Defined Cost that have been removed from a rate in the Schedule of Rates.

If the *Employer* considers that the *Supplier* has not removed an element of forecast Defined Cost that is not applicable to the work in the Works Contract, the *Employer* removes the element of forecast Defined Cost and recalculates the rate.

Annex 7 - Adjustment of Prices (including non-bitumen adjustment)

On each anniversary of the date of award of the framework contract, each rate in the Schedule of Rates is adjusted as follows.

- 1) Each item rate in the Schedule of Rates is split into two components. For items containing bitumen, Component 1 is calculated as 20% of the rate for the item in the Schedule of Rates and Component 2 is calculated as 80% of the rate, unless altered in accordance with this contract. For items not containing bitumen, Component 1 is calculated as 0% of the rate and Component 2 is calculated as 100% of the rate.
- 2) Component 2 for each rate is reduced by the annual saving percentage. This percentage is calculated as 50 % of the sum of the savings on schemes Completed in year where the total Cost Capture for the scheme calculated in accordance with the Cost Data Capture Model (CDCM) was less than the total of the Prices for work completed by the *Contractor*, divided by the sum of the total of the Prices for work completed by the *Contractor* for the same schemes
- 3) Component 1 of the rate for each item is adjusted using the price adjustment factor 1 (PAF1).
- 4) The reduced Component 2 (from 2 above) of the rate for each item containing bitumen is adjusted using the price adjustment factor 2 (PAF2).
- 5) The reduced Component 2 (from 2 above) of the rate for each item not containing bitumen is adjusted using the price adjustment factor 3 (PAF3).
- 6) The adjusted Component 1 rate (3) is added to the adjusted Component 2 rate (4 or 5, as applicable) for each item in the Schedule of Rates.
- 7) The adjusted rates replace those in the Schedule of Rates.

Indices for use in the price adjustment factors

The indices used are

- PAF1 - Price Adjustment Formulae Indices (Highways Maintenance) 2010 Series, Highway Maintenance Resource Cost Indices (2010), R10/15 Bitumen
- PAF2 - Price Adjustment Formulae Indices (Highways Maintenance), Series 4 - Highways Maintenance Work Category Indices, 4/HM/WC/04 Machine Surfacing
- PAF3 - Price Adjustment Formulae Indices (Highways Maintenance), Series 4 - Highways Maintenance Work Category Indices, 4/HM/WC/02 Renewals and Construction Works

unless altered in accordance with this contract.

All the above indices are currently published on behalf of the Department for Business Innovation and Skills (BIS), by the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors.

The price adjustment factors (PAF1, PAF2 and PAF3) are calculated as $(L - B)/B$, where L is the confirmed published value of the relevant index in the December preceding the anniversary of the date of award of the Framework Contract and B is the confirmed value of the same index published in December 2017. If an index is changed after it has been

used in calculating a price adjustment factor, the calculation is repeated and a correction included in the next assessment of the amount due.

At the first anniversary of the date of award of the Framework Contract, the data in the Cost Data Capture Model and/or Rate Build-up - Schedule of Rates will be reviewed by the *Employer* and may be used to make the indices or weightings more representative of the costs being occurred. The *Employer* may consult the suppliers on any revised indices or weightings.

Any changes to the indices or weightings to make them more representative of the costs being incurred will be agreed with the suppliers.

Annex 8 – Value allocation metrics

1.0 Value Allocation Metrics

- 1.1 These Value Allocation Metrics will be used to inform the allocation of the work programme between contractors from Year two onwards.
- 1.2 The Value Allocation Metrics are listed in Table 1 below.

Table 1 VAM MetricsNot Used.

Not Used

Annex 9 - Skills and Apprenticeships

1 Overview

1.1 In this annex

Contract Year is (as the case may be) the period commencing on the date of award of the framework contract or on each anniversary of that date and ending 12 months later and

Total Workforce is the total number for the relevant Contract Year (calculated on a fulltime equivalent basis) of

- the *Supplier's* direct and indirect employees,
- subcontractors' employees and
- agency staff

who are engaged in performing the *Supplier's* obligations under any Package Contract for more than 4 days in any month of the Contract Year.

1.2 The *Supplier* delivers a number of new apprenticeships commencing in each Contract Year through the framework contract equating to the greater of

- 1 apprenticeship for every £5M forecast to be or actually paid to the *Supplier* under any Package Contract (whichever is the greater) or
- 2.5% of the Total Workforce forecast to be or actually engaged under any Package Contract (whichever is the greater)

during the relevant Contract Year, unless agreed otherwise with the *Employer*.

1.3 The *Supplier* ensures that

- all apprenticeships meet the approved apprenticeship standards, see <https://www.gov.uk/government/collections/apprenticeship-standards> or any later revision; and
- any alternative graduate scheme has been approved as an apprenticeship by the Institute of Apprenticeships.

1.4 The *Supplier* may agree with the *Employer* that any reporting requirement under this paragraph may be undertaken in one report for all contracts between the *Employer* and the *Supplier*.

2 Obligations

2.1 The *Supplier*

- from the date of award of the framework contract until the *end date* identifies
 - the skills needed to perform the *Supplier's* obligations under any Package Contract and
 - the scope for meeting those skills by the development of apprentices,
- retains any apprentices for the full period of their apprenticeship unless agreed otherwise with the *Employer* and
- takes reasonable steps to retain those apprentices after completion of their apprenticeship unless agreed otherwise with the *Employer*.

2.2 The *Supplier* within 30 days of, and on each anniversary of, the date of award of the framework contract submits an annual report and proposal for acceptance by the *Employer*

- recording the skills identified under paragraph FI 255.2.1 and how any shortfall in staff skills within the *Supplier* or any subcontractor (at any stage of remoteness from the *Employer*) will be met,
- recording the skills to be developed by apprentices and how that development will be achieved,
- identifying the retention rate for, and training delivered to, existing apprentices and
- identifying the number and type of new apprenticeships to be commenced in the first or next Contract Year having regard to
 - Transport infrastructure skills strategy: building sustainable skills and
 - the *Employer's* guidance on the types of apprenticeships for projects

together with the planned start and completion dates of any proposed apprenticeships.

Reasons for not accepting the report are that it does not demonstrate how the *Supplier*

- is complying with the framework contract,
- is complying with any guidance issued by the *Employer*,
- is supporting the aims of the Transport infrastructure skills strategy: building sustainable skills or
- will successfully address any shortfall in staff skills within the *Supplier* or any subcontractor (at any stage of remoteness from the *Employer*).

-
- 2.3 The *Supplier* amends the annual proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Supplier* complies with the annual proposal once it has been accepted.
- 2.4 The *Supplier* ensures that the *Employer* is able to identify all apprentices individually engaged on any Package Contract and provides a rolling three month monitoring report to the *Employer* within five (5) working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice engaged or proposed to be engaged on any Package Contract but who has not completed the apprenticeship, including
- number of apprenticeships to be started that month,
 - actual and planned start dates for existing and proposed apprenticeships,
 - postcode of workplace,
 - gender,
 - ethnicity,
 - level of apprenticeship (1 – 8) in accordance with table FI255 below,
 - apprenticeship framework or standard,
 - occupation of apprenticeship (reported against the standard occupation classification (SOC) codes,
 - category of apprenticeship [*Note to tenderers - the list of categories is currently under review and may be updated*],
 - planned apprenticeship finish date,
 - whether the apprentice is still engaged on any Package Contract and
 - national insurance number.
- 2.5 The *Supplier* provides a rolling three month monitoring report to the *Employer* within five (5) Working Days of the start of each calendar month detailing
- performance in respect of the following for each apprentice engaged on any Package Contract who has completed the apprenticeship including
 - postcode of workplace,
 - gender,
 - ethnicity,
 - level of apprenticeship (1 – 8) in accordance with table FI255,
 - category of apprenticeship,
 - apprenticeship start date,
 - apprenticeship completion date,
 - whether the apprentice is still engaged on any Package Contract and
-

-
- national insurance number,
 - the total number of apprentices that have been engaged on any Package Contract and the total number of apprentices that are engaged on any Package Contract,
 - the total number of apprentices that have been, but are no longer engaged on any Package Contract and
 - the total number of apprentices that have been engaged on any Package Contract but are no longer employed by the *Supplier* or a subcontractor (at any stage of remoteness from the *Employer*).
 - 2.6 The *Supplier* completes and submits to the *Employer* within five (5) Working Days of the start of each calendar month the BIS apprenticeship data collection form.
 - 2.7 The *Supplier*
 - makes available to staff of the *Supplier* and any subcontractor (at any stage of remoteness from the *Employer*) information about the Government's apprenticeship programme and wider skills opportunities and
 - uses reasonable endeavours to provide work experience placements for 14 to 16 year olds, work experience placements for other ages, student sandwich/gap year placements and graduate placements in relation to the framework contract.
 - 3 National Skills Academy for Construction (NSAfc)**
 - 3.1 The *Supplier* submits a proposal, including
 - an application to be considered under the *Employer's* accredited NSAfc scheme and
 - an employment and skills plan, including methodology and details of how and what will be delivered and any associated measurement

to the *Employer* within 4 weeks of the date of award of the framework contract detailing the *Supplier's* proposals to achieve accredited NSAfc Project status under the *Employer's* accredited NSAfc scheme within 6 months of the date of award of the framework contract (unless agreed otherwise with the *Employer*).
 - 3.2 The *Supplier* in preparing his proposal considers
 - any guidance issued by the *Employer* and
 - guidance issued by the CITB.

If any conflict exists between the CITB guidance and the *Employer's* guidance, the *Supplier* uses the *Employer's* guidance in the development of his proposal unless agreed otherwise with the *Employer*.

Reasons for not accepting the report are that it does not demonstrate how the *Supplier*
-

- is complying with the framework contract,
- is complying with any guidance issued by the *Employer* or the CITB or
- will successfully achieve the standard required for accredited NSAfC Project status within 6 months of the date of award of the framework contract

or that it is incompatible with the *Employer's* obligations under its accredited NSAfC scheme.

3.3 The *Supplier* amends the proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Supplier* complies with the proposal once it has been accepted.

Annex 10 – Insurance Table

Insurance type and scope of coverage	Minimum amount of cover or minimum limit of indemnity
<p>Section 1 - Contractors "All Risks" Insurance (CAR)</p> <p>In this section "insured property" means any works including any pavement laying, pavement repair, pavement strengthening or specialist surface treatment constructed by the <i>Supplier</i> or in the course of construction.</p> <ol style="list-style-type: none"> 1. insureds <ol style="list-style-type: none"> 1.1 <i>Supplier</i> 1.2 <i>Employer</i> <p>as appropriate, each for their respective rights and interests.</p> 2. coverage <p>"All Risks" of physical loss, damage or destruction to the insured property (in paragraph 1 above) unless otherwise excluded.</p> 3. cover features and extensions <ol style="list-style-type: none"> 3.1 additional costs of completion clause. 3.2 professional fees clause. 3.3 debris removal clause. 3.4 seventy two (72) hour clause. 3.5 European Union local authorities clause. 3.6 free issue materials clause. 3.7 ten per cent (10%) escalation clause. 3.8 automatic reinstatement of sum insured clause. 3.9 loss minimisation. 3.10 plans and specifications clause. 3.11 guarantee maintenance or extended maintenance to the extent available. 3.12 payments on account. 3.13 temporary repairs. 3.14 offsite storage and repairs. 3.15 Fire Joint Code of Practice to the extent applicable. 	<p>At all times an amount not less than the full reinstatement or replacement cost/value of the insured property (including provision for demolition, debris removal).</p>

Insurance type and scope of coverage	Minimum amount of cover or minimum limit of indemnity
<p>3.16 multiple insured clause incorporating the <i>Employer</i> as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.</p> <p>4. principal exclusions</p> <p>4.1 war and related perils.</p> <p>4.2 nuclear/radioactive risks.</p> <p>4.3 pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> <p>4.4 wear, tear and gradual deterioration.</p> <p>4.5 consequential financial losses.</p> <p>4.6 inventory losses, fraud and employee dishonesty.</p> <p>4.7 faulty design, workmanship and materials DE3</p>	
<p>Section 2 - Property Damage "All Risks" Insurance</p> <p>In this section "insured property" means any Plant and Materials and or Equipment.</p> <p>1. insureds</p> <p>1.1 <i>Supplier</i></p> <p>1.2 <i>Employer</i></p> <p>as appropriate, each for their respective rights and interests.</p> <p>2. coverage</p> <p>"All Risks" of physical loss, damage or destruction to the insured property (in paragraph 1 above) unless otherwise excluded.</p> <p>3. cover features and extensions</p> <p>3.1 professional fees clause.</p> <p>3.2 debris removal clause.</p> <p>3.3 seventy two (72) hour clause.</p> <p>3.4 European Union local authorities clause.</p> <p>3.5 automatic reinstatement of sum insured clause.</p> <p>3.6 multiple insured clause incorporating the <i>Employer</i> as a co-insured party with attendant non vitiation, waiver of</p>	<p>At all times an amount not less than the full reinstatement or replacement cost/value of the insured property (including provision for demolition, debris removal).</p>

Insurance type and scope of coverage	Minimum amount of cover or minimum limit of indemnity
<p>subrogation and notice of cancellation provisions.</p> <p>4. principal exclusions</p> <p>4.1 war and related perils.</p> <p>4.2 nuclear/radioactive risks.</p> <p>4.3 pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> <p>4.4 wear, tear and gradual deterioration.</p> <p>4.5 consequential financial losses.</p>	
<p>Section 3 – Third Party Public and Products Liability Insurance</p> <p>1. insured <i>Supplier</i></p> <p>2. interest</p> <p>To indemnify the insured in respect of all sums which the insured may become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:</p> <p>2.1 death or bodily injury, illness or disease contracted by any person; or</p> <p>2.2 loss or damage to property;</p> <p>happening during the period of this contract and arising out of or in connection with this contract.</p> <p>3. cover features and extensions</p> <p>3.1 cross liability clause.</p> <p>3.2 contingent motor vehicle liability.</p> <p>3.3 legal defence costs in addition to the limit</p> <p>3.4 indemnity to principals clause.</p> <p>3.5 Health & Safety at Work Act(s) clause.</p> <p>3.6 Data Protection Act clause.</p> <p>3.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>4. principal exclusions</p> <p>4.1 war and related perils.</p> <p>4.2 nuclear/radioactive risks.</p> <p>4.3 liability for death, illness, disease or bodily injury sustained by employees of the</p>	<p>At all times an amount not less than twenty million pounds (£20,000,000) in respect of any one occurrence (the number of occurrences being unlimited in any annual policy period) and twenty million pounds (£20,000,000) in respect of any one occurrence and in the annual aggregate in respect of products liability insurance or pollution liability insurance.</p> <p><i>In connection with Network Rail and Office of Road and Rail regulation a limit of indemnity of £155,000,000 may be required.</i></p> <p><i>In connection with any Package Contract requirement Highways England may elect to apply a lower limit of indemnity in respect of Third Party Public and Products Liability Insurance</i></p>

Insurance type and scope of coverage	Minimum amount of cover or minimum limit of indemnity
<p>insured arising out of the course of their employment.</p> <p>4.4 liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.</p> <p>4.5 liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.</p> <p>4.6 events more properly covered under a professional indemnity insurance policy.</p> <p>4.7 liability arising from the ownership, possession or use of any aircraft or marine vessels.</p> <p>4.8 liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.</p>	
<p>Section 4 – <i>Employer's Liability Insurance</i></p> <p>1. insured <i>Supplier</i></p> <p>2. interest</p> <p>To indemnify the insured in respect of all sums which the insured may become legally liable to pay (including claimant's costs and expenses) as damages in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract.</p> <p>3. cover features and extensions</p> <p>3.1 as required by applicable law in the United Kingdom.</p> <p>3.2 the <i>Employer's</i> liability insurance shall contain an indemnity to principals clause.</p>	<p>The greater of the amount required by the applicable law and ten million pounds (£10,000,000) in respect of any one occurrence (the number of occurrences being unlimited in any annual policy period).</p>
<p>Section 5 – Motor Vehicle Third Party Liability Insurance</p> <p>1. insured <i>Supplier</i></p> <p>2. interest</p> <p>To indemnify the insured in respect of all sums which the insured may become legally liable to pay (including claimant's costs and expenses) as damages in respect of death or bodily injury</p>	<p>The greater of the amount required by the applicable law and unlimited in respect of death/injury, five million pounds (£5,000,000) in respect of third party property damage caused by use of commercial vehicles and twenty million pounds (£20,000,000) in respect of third party property damage caused by use of cars.</p>

Insurance type and scope of coverage	Minimum amount of cover or minimum limit of indemnity
<p>to any person or loss or damage to third property arising out of the use of motor vehicles by the <i>Supplier</i> in connection with this contract.</p> <p>1. cover features and extensions.</p> <p>3.1 as required by applicable law in the United Kingdom.</p> <p>3.2 the motor vehicle third party liability insurance shall contain an indemnity to principals clause</p>	

Annex 11 – Deed of Novation

FORM OF DEED OF NOVATION

DATED **20**

[Employer]

and

[Contractor]

and

[Replacement Employer]

DEED OF NOVATION
Relating to []

THIS DEED is made on

BETWEEN:

- (1) [**Employer**](the “**Employer**”); and
 - (2) [**Contractor**] (the “**Contractor**”); and
 - (3) [**Replacement Employer**] (the “**Replacement Employer**”),
- (together “**the Parties**”)

RECITALS:

- (A) This Deed of Novation is supplemental to an agreement dated [] made between the Employer and the Contractor pursuant to which the Contractor was engaged to [] (“**the Project**”) (“**the Contract**”), which expression shall include any subsequent amendments or variations to the Contract as permitted by and in accordance with the terms of the Contract,.
- (B) [*insert recitals explaining the background to the novation*]
- (C) The Parties have agreed to the novation of the Contract in accordance with the terms of this Deed.

NOW THIS DEED WITNESSES and the parties agree as follows:

1 EFFECTIVE DATE

- 1.1 Notwithstanding the date of this Deed, this Deed shall take effect from [] (the “**Transfer Date**”) or other such date notified to the Employer and the Contractor by the Replacement Employer as being the Transfer Date.

2 Release of Employer

- 2.1 The Employer shall no longer owe any duty or obligation to the Contractor in respect of the Contract.

3 Release of Contractor

- 3.1 The Contractor shall no longer owe any duty or obligation to the Employer in respect of the Contract.

4 Binding of Contractor to the Replacement Employer

- 4.1 The Contractor binds himself to the Replacement Employer under the Contract as if the Replacement Employer was, and always had been, named in the Contract in place of the Employer.

4.2 The Contractor undertakes and warrants to the Replacement Employer that it has carried out, and will carry out, its duties and obligations under and in accordance with the Contract.

4.3 The Replacement Employer shall not be prevented from recovering any losses incurred by the Replacement Employer that result from any breach of this clause because:

a) the acts or omissions causing that breach occurred before this deed took effect; or

b) the Employer will not incur, has not or would not have incurred those losses.

5 Binding of Replacement Employer to Contractor

5.1 The Replacement Employer binds itself to the Contractor under the Contract as if the Replacement Employer were, and always had been, named in the Contract in place of the Employer.

6 Vesting of remedies in Replacement Employer

6.1 All rights of action and remedies vested in the Employer against the Contractor in respect of the Contract shall vest in the Replacement Employer from the date of this deed.

7 Vesting of remedies against Replacement Employer

7.1 All rights of action and remedies vested in the Contractor against the Employer in respect of the Contract shall lie against the Replacement Employer from the date of this deed.

8 AMOUNTS DUE AND CLAIMS UNDER THE CONTRACT

8.1 The Contractor acknowledges and confirms that:

a) all amounts due to the Contractor under the Contract to the date of this deed have been paid in full by the Employer save for the amount (if any) which the Employer is entitled to retain by retention under the terms of the Contract;

b) that there are no outstanding claims between the Contractor and the Employer whether previously raised by the Contractor or not; and

c) that all entitlements under the Contract to any Compensation Event have been fully and finally resolved prior to the date of this Deed.

9 Warranties of the Original Employer

9.1 The Employer hereby covenants with the Replacement Employer that:

a) it has fully and promptly performed all of its obligations under the Contract including, without limitation, the certification and payment of all sums due up to and including on the date of this Deed; and

b) it shall pay to the Replacement Employer within 2 working days of the date of this Deed the full amount of any sum retained or which should have been retained by way of retention (if any) in accordance with the terms of the Contract.

10 CONTRACT TO REMAIN IN FORCE

- 10.1 Subject to the terms of this Deed the Contract shall remain in full force and effect.

11 LAW AND JURISDICTION

- 11.1 Any dispute or difference arising in connection with or under the Contract or this Deed shall be determined in accordance with the provisions of the Contract.
- 11.2 The construction, validity and performance of the Contract and this Deed shall be governed by English Law and the parties hereby submit, subject to the terms of the Contract, to the exclusive jurisdiction of the English Courts.

12 LIMITATION PERIOD

- 12.1 Notwithstanding the execution of this Deed as a deed, the limitation periods applicable under this Deed shall be the same as were applicable under the Contract immediately prior to the date of this Agreement.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 This Deed is not intended to confer any rights on any third party pursuant to The Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed by or on behalf of the parties and delivered the day and year first above written:

[Insert Appropriate execution blocks for execution by deed of each of the parties to the Agreement]

Annex 12 – Parent Company Guarantee

HIGHWAYS ENGLAND COMPANY LIMITED
as Employer

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to the Category Management – Pavement Framework
for work in Highways England's [●] Region

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Employer**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

- (A) By the Contract, the *Employer* has employed the Contractor to provide certain works and services in relation to the *Employer’s* [●] Region.
- (B) The Guarantor is the [ultimate]¹ parent company of the Contractor.
- (C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the framework contract dated [●] between the *Employer* (1) and the Contractor (2) for the provision of works and services in relation to the *Employer’s* [●] Region and includes any package orders issued by the *Employer* pursuant to the Contract.

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the Contractor being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
- (b) a composition, assignment or arrangement with any creditor of the Contractor;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or
- (d) enforcement of any security over any assets of the Contractor,

or any analogous procedure or step is taken in any jurisdiction.

“**Works**” means the works (and ancillary services) to be carried out by the Contractor under package orders issued by the *Employer* pursuant to the Contract.

¹ Note to Procurement Officer: delete if not applicable.

- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the *Employer* agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Employer* that:
 - a) the Contractor will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or otherwise cause it to be made good and shall indemnify the *Employer* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Employer* arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the *Employer* against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Employer* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the *Employer* if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3. Any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
 - a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
 - b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Employer* may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Employer* may have against the Contractor under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Employer* to the Contractor;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Employer* or the pursuit of any right or remedy of the *Employer*;
 - f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Employer* and the Contractor shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the Contractor and the *Employer* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. LIQUIDATION/DETERMINATION

- 5.1. The Guarantor covenants with the *Employer* that:
- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or

- b) if the Contractor's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

- 6.1. The Guarantor waives any right to require the *Employer* to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONTRACTOR

- 7.1. The Guarantor shall not by any means or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Employer* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Employer* to claim or have the benefit of any security which the *Employer* holds for any money or liability owed by the Contractor to the *Employer*. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Employer* for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

- 8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Contractor under the Contract has been performed and observed and until each and every liability of the Contractor under the Contract has been satisfied in full.

9. THIRD PARTY RIGHTS

- 9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11. GOVERNING LAW

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

EXECUTION PAGE

Executed as a deed by
[GUARANTOR] acting by [*name of*
director] in the presence of: Director

Name of witness:

Signature of witness:

Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]**)
acting by:)

or

or/Secretary

Annex 13 - Employer's Information Requirements (EIR)

The EIR is an important element of Project implementation, used to set out clearly to the Contractor what information is required. These requirements will in turn be implemented by the Contractor through the BEP.

The EIR is a key document with regards to communicating information requirements as well as establishing information management requirements. The EIR will act as the basis from which to review the contents of the BEP, confirming its completeness.

The Highways England EIR comprises three independent sections as summarised below:

- **Commercial** - information requirements, defining purposes for data and the content of key deliverables.
- **Management** - standards to be used for the definition and delivery of the Project, including management of the co-ordination and review processes.
- **Technical** - technical information requirements, including the software and level of details to be attained.

Set out below is a framework of a generic EIR. Complier may choose to include further detail if they require.

1. Standards

The following standard(s) apply

[Complier to insert]

[BS 7000-4]

[BS1192:2007]

[PAS1192- Parts 2, 3, 4 and 5]

[Employer's IAN184/16]

2. Parties

2.1 The parties involved in the Project are:

The Employer

The Contractor

[Complier to insert]

[2.2 Other Project Agreements are]

[Complier to insert]

3. Employer's Information Requirements

3.1 *The Common Data Environment is*

3.2 *The Models are developed using the following versions of the following software:*

[Complier to insert]

3.3 *The Models are delivered by the persons listed below in the following formats:*

Person

File format

3.4 *Files and layers are named and numbered in accordance with*

[Complier to insert]

3.5 *The following units, annotation, dimensions, abbreviations and symbols are used in developing a Model*

[Complier to insert]

3.6 *The following co-ordinate system is used*

[Complier to insert]

3.7 *The zoning requirements are*

[Complier to insert]

3.8 *Data drops take place in accordance with the [Information Requirements/Execution Plan]. To the extent that the [Information Requirements/Execution Plan] requires a particular piece of information to be extracted from a Model in more than one format at any particular Stage, all such formats shall be extracted from the same Model.*

4. Project Procedures

4.1 *The following protocols/procedures apply to the Project:*

[4.1.1 Spatial Co-ordination protocol;

4.1.2 Model approval/information exchange protocol;

4.1.3 Archiving procedures;

4.1.4 Security requirements and access rights procedures;

4.1.5 [Other]

4.2 Resolution of conflicts - the Employer determines in accordance with the conditions of contract.

[specify any circumstances in which information extracted from a Model will take precedence over the Model]

Annex 14 - BIM Execution Plan requirements

BIM Execution Plan (BEP)

A compliant BEP will demonstrate how the requirements outlined in the EIR will be met by the Contractor, including the arrangements for liaison with the other Project Team Members to ensure that the production of the Specified Models is co-ordinated with any Models produced by the other Project Team Members.

The BEP lists

- the agreed targets for responsibility, timely delivery, exchange, reuse and final handover to the *Employer*;
- all agreed elements as outlined in the EIR, the Works Information, BS 1192:2007 and PAS 1192 Parts 2, 3, 4 and 5.

Templates for pre-tender and post-tender BEP completion and guidance on Model Production and Delivery Tables (MPDT) and Level of Definition are available at Highways England's Supply Chain Portal.

The BEP contains as a minimum:

- BIM Project Objectives;
- BIM Delivery Plan;
- Names of key parties;
- Roles, Responsibilities and Authorities;
- Modelling Procedures;
- Project Information Model Delivery Strategy;
- Task Information Delivery Plan (TIDP);
- Volume Strategy;
- Coordinate System;
- File/Document naming strategy (In accordance with IAN184); and
- Master Information Delivery Index.

The BEP also contains a supporting modelling execution plan, which is used to develop the details of model co-ordination, control and ownership.

Annex 15 – Inclusion Action Plan

Guidance for Suppliers

The *Employer* believes that in order to achieve its vision of being **the world's leading road operator** it must better understand the different needs of our large and diverse customer base and factor these needs in to the design and delivery of service. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. Highways England expects our suppliers to share the same values in terms of Diversity and Equality as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of Equality and Diversity, and Skills/Apprenticeships.

The Action Plan should be accompanied by some contextual information including reference to your key relevant policies. The Action Plan should relate specifically to this framework. Key relevant policy documents such as the equality and diversity policy (or equivalent) can be appended.

All relevant information for the submission is to be included and the total Action Plan should not exceed 20 pages with the exception of any appendices. Any appendices should only include relevant policies as any other information will not be considered.

Suggested Action Plan Structure

- 'Inclusion' objectives – what are you seeking to achieve
- Current position/Baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/ belief and sexual orientation
- Action/task – what are you going to do towards meeting your objectives
- When this will happen – when will you take the action specified above
- Person responsible – who will be responsible for this action
- Resource - you may also want to consider the resources needed to take action over and above the responsible officer
- Measure of success (outcome/KPI's) – what will success look like

The areas covered below are objective areas that the *Employer* would, as a minimum, expect suppliers to have considered and included. Additional objectives can be added to those already included below. Any additional objectives will vary depending on the situation of the company and in relation to the specific contract/project concerned.

Inclusion Action Plan							
	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
1.0	Employment Section – General						
1.1	Create an environment in which everyone has an equal opportunity to contribute and develop						
1.2	Create an environment in which policies, procedures and behaviours that inhibit fairness or prevent inclusion are changed						
1.3	Ensure Leadership and Governance established on contract to achieve plan objectives						
2.0	Employment Section - Workforce						
2.1	Workforce diversity - Establish baseline for workforce composition						
2.2	Ensure that all staff are aware of and contribute to the contract's Equality and Diversity requirements						

2.3	Ensure all relevant staff have undertaken diversity training						
-----	--	--	--	--	--	--	--

Inclusion Action Plan							
	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
2.4	Take reasonable steps to attract, recruit and develop a workforce that is balanced in terms of groups with 'protected characteristics' at all levels within the organisation.						
2.5	Seek ways to support the creation of apprenticeships, internships, work pairings, and college training places giving consideration to using these opportunities to encourage under represented.						
3.0	Employment Section - Supply Chain						
3.1	Ensure supply chain recruitment policies and practices are free from discriminatory practices.						
3.2	Demonstrate due consideration has been given to the use of SMEs and Supported Businesses within the supply chain for this contract.						
4.0	Service Delivery Section - General						
4.1	Take reasonable steps to deliver products and services that our customers can access and that take account of their diverse needs						

5.0	Service Delivery Section - Communities						
5.1	Seek ways to support the creation of workplace training places giving consideration to using these opportunities to encourage under the represented.						
5.2	Where the delivery of a scheme may be perceived to have an impact on local communities we will seek to minimise and mitigate any negative impact.						
5.3	Ensure that communications activities to all stakeholders are appropriate to address Equality and Diversity, and Skills/Apprenticeship issues						

Measures of Success and KPIs

KPIs should largely focus on measuring outcome. Ideally they should be grouped together and demonstrate a link to the measures of success relating to each of the objectives. They should extend over the lifetime of the contract at least.

Generic Scoring Guidance for Inclusion Indicator

Score	Satisfaction	Requirement
10	Totally satisfied	All aspects of the Action Plan and its delivery considerably exceed HE expectations. Delivers positive outcomes against all objectives
8	Highly satisfied	All aspects of the Action Plan and its delivery are satisfactory and there is evidence that some aspects are exceeding HE expectations. Delivers positive outcomes for most objectives.
6	Just satisfied	Action Plan in place and substantial evidence that some objectives are being progressed proactively and effectively. Delivers positive outcomes for some objectives.
5	Neither satisfied nor dissatisfied	Action Plan in place and some evidence that the objectives are being progressed but limited evidence that positive outcomes are being realised. Neutral performance.
4	Slightly dissatisfied	Action Plan in place but very limited evidence that the objectives are being progressed and no evidence that positive outcomes are being realised. Some aspects unsatisfactory to the extent that the project manager seeks improvement.
2	Very dissatisfied	A key aspect of the action plan and/or its delivery is currently unsatisfactory to the extent that the project manager considers that significant intervention is required.
0	Totally dissatisfied	More than one key aspect of the action plan and/or its delivery is currently unsatisfactory to the extent that it calls into question the supplier's capability.

Annex 16 – Policies & Guidelines

The following table provides hyperlinks to documents referenced within the Framework Information. Documents unavailable as a hyperlink can be found in an additional document folder on Bravo.

Document Name	Link
Crown Commercial Service Procurement Policy Note 13/1501/17, update to Transparency Principles dated February 2017	https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles
Employer's employment policies and codes of practice relating to discrimination and equal opportunities	Refer to additional document folder in Bravo
Employer's policies relating to bullying and harassment.	Refer to additional document folder in Bravo
Employer's Anti Bribery Code of Conduct	Refer to additional document folder in Bravo
Anti Fraud Code of Conduct	Refer to additional document folder in Bravo
EC Regulation 1103/97	http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1490620909228&uri=CELEX:31997R1103
ISO 9001	https://www.iso.org/iso-9001-quality-management.html
Collaborative Performance Framework*	https://supplychainportal.highways.gov.uk/cdf/SitePages/Home.aspx
Strategic Business Plan 2015 – 2020	https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020
Supply Chain Strategy 2015	https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/471743/N150251_Supply_Chain_Strategy_2015_V11.pdf
Employer's IAN184/16	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN%20184_16.pdf

* Access to Highways England's Supply Chain Portal will require registration, the form can be found in the additional documents folder 'SharePoint (Supply Chain Portal) Application'

Annex 17 – Collaboration Agreement

Pavement Framework

Collaboration Agreement

[Note: Highways England to consider whether it wishes to impose any restrictions on the terms on which the Third Party may place Package Contracts; for example in relation to amounts of delay damages, share percentages, limits of liability and the like.]

CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date

DATED

20

HIGHWAYS ENGLAND COMPANY LIMITED

[THIRD PARTY]

COLLABORATION AGREEMENT

in relation to Highways England's
Pavement Framework

DATED

PARTIES

- 1 **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363)
whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford,
Surrey GU1 4LZ (the “**Employer**”)
- 2 [●] (company no [●]) of/whose registered office is at [●] (the “**Third Party**”)

RECITALS

- A The Employer has entered into Framework Contracts with the Suppliers under the Pavement Framework.
- B Pursuant to the Framework Information, the Third Party wishes to appoint one or more of the Suppliers under Package Contracts for the provision of works and/or services upon and subject to the terms of the Framework Contracts.
- C The Employer is content for the Third Party to enter into Package Contracts with the Suppliers subject to the terms of this Agreement.

OPERATIVE PROVISIONS

11.2 Definitions and interpretation

- 11.2.1 The Employer and the Third Party shall act as stated in this Agreement and in a spirit of mutual trust and co-operation.
- 11.2.2 In this Agreement the following words and expressions have the following meanings:

<i>Framework Contracts</i>	the framework contracts between the Employer and each of the Suppliers listed in Schedule 1;
----------------------------	--

<i>Framework Information</i>	the Framework Information for the Framework Contracts;
------------------------------	--

<i>Suppliers</i>	the parties to the Framework Contracts (other than the Employer) named in Schedule 1;
------------------	---

Task Order an order or instruction issued by the Third Party under clause 2.1.

Term the period from the *starting date* (or, if later, the date of this Agreement) until the *end date* or earlier termination of this Agreement.

11.2.3 Other terms used with initial capitals or in italics in this Agreement have the meaning given to them in the Framework Contracts.

11.2.4 The rules of interpretation set out in Condition 12 of the *conditions of contract* for the NEC3 Engineering and Construction Contract (April 2013) apply equally (so far as relevant) to this Agreement.

11.2.5 References in this Agreement to a numbered clause are to the relevant clause of this Agreement.

11.3 Right of Third Party to issue Task Orders

11.3.1 Subject to clauses 3.1 and 5.2, the Third Party may from time to time during the Term

invite submissions from Suppliers for Package Contracts,

issue Time Charge Orders and

issue instructions to Suppliers to enter into Works Contracts

pursuant to and in accordance with the terms of the Framework Information.

11.3.2 The Third Party provides to the Employer copies of any Task Order issued by it under clause 2.1.

11.4 Right to countermand Task Orders

11.4.1 The Employer may, not later than 14 days after the issue by the Third Party of a Task Order, instruct the relevant Supplier (with a copy to the Third Party) not to carry out the work in that Task Order if compliance by the Supplier with the Task Order would

adversely affect the Supplier's ability to comply with the terms of any Package Contract awarded by the Employer under the relevant Framework Contract or

give rise to a conflict of interest.

- 11.4.2 The Employer does not otherwise issue instructions to the Supplier in respect of a Task Order.

11.5 Obligations pursuant to Task Orders

- 11.5.1 The Third Party undertakes to the Employer that it will pay the Supplier in accordance with the relevant Framework Contract for all work done pursuant to a Task Order.

- 11.5.2 The Third Party acknowledges to the Employer that it has no remedy against the Employer in respect of non-performance by the Supplier of his obligations under any Task Order.

- 11.5.3 The Employer may not require the Third Party to set off sums due from the Supplier to the Employer against sums due from the Third Party to the Supplier.

11.6 Termination by the Third Party

- 11.6.1 The Third Party may terminate this Agreement at any time by notifying the Employer.

- 11.6.2 If the Employer notifies the Third Party of the termination of a Framework Contract, the Third Party may not thereafter issue any further Task Orders under that Framework Contract (but any Task Orders previously issued by the Third Party remain in effect unless terminated in accordance with their terms).

11.7 Other provisions

- 11.7.1 The Employer and the Third Party consult with each other before allowing the Supplier to publicise any matters relating to a Task Order.

- 11.7.2 For the purposes of Condition Z18.1 of the *additional conditions of contract* for the Framework Contracts, Quality Management Points accrued by a Supplier in respect of Task Orders are aggregated with Quality Management Points issued by the Employer under the relevant Framework Contract.
- 11.7.3 As between the Employer and the Third Party, all Intellectual Property Rights in documents created by or on behalf of the Third Party or the Supplier in connection with a Task Order are the property of the Third Party.
- 11.7.4 If the Employer transfers the benefit and burden of all the Framework Contracts to another person (other than the Third Party) pursuant to clause Z5.2 of each Framework Contract, the Third Party on request by the Employer executes a novation agreement (in such form as the Employer may reasonably require) transferring the benefit and burden of this Agreement to the same person.

11.8 Costs

Each of the parties bears its own costs and expenses incurred in the preparation of this Agreement.

11.9 Disputes and governing law

The provisions of dispute resolution Option W2 of the NEC3 Engineering and Construction Contract (April 2013) apply to any dispute arising under or in connection with this Agreement as if references to the *Contractor* in that clause were references to the Third Party.

11.10 Rights of Third Parties

Neither this Agreement nor any term of it is enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

Signed by the duly authorised representatives of the parties on the date of this document.

Signed for and on behalf of **HIGHWAYS**)
ENGLAND COMPANY LIMITED by:)

Director/Authorised Signatory

Signed for and on behalf of **[THIRD**)
PARTY] by:)

Director/Authorised Signatory

SCHEDULE 1
Framework Contracts²

Lot No	Date	Supplier
[1]	[•]	[•]
[2]	[•]	[•]
[3]	[•]	[•]
[4]	[•]	[•]
[5]	[•]	[•]
[6]	[•]	[•]
[7]	[•]	[•]
[8]	[•]	[•]
[9]	[•]	[•]
[10]	[•]	[•]
[11]	[•]	[•]
[12]	[•]	[•]

² When entering into this Agreement, the parties will need to select the Lots that are relevant to the Third Party and identify the Suppliers appointed to those Lots.

Annex 18 – Additional Contract Data

Pavement Framework

Lots 1 to 6

Additional Contract Data Part 1

CONTENTS AMENDMENT SHEET

Amend ment No.	Revision No.	Amendments	Initials	Date

Additional Contract Data - Lots 1 to 6 - Time Charge Orders let under the NEC3 Professional Services Short Contract

Part one – Data provided by the *Client*

[Note: Compiler to specify which Options and additional clauses will apply to the Package Contract, having regard to the following guidance:

Clause Z35B is to be used for all Highways England Package Contracts and is an optional clause that can be used by a Contracting Body that is also a contracting authority (as per Public Contract Regulations 2015). It is not a permitted option for Highways England tier 1 or 2 suppliers

[Note: No other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The *Client* is

Name.....

.....

Address.....

.....

.....

- The services are
- The starting date is
- The completion date is
- The delay damages for late Completion are £Nil per day.
- The assessment day is the day of each month.
- The *Consultant's* total liability to the *Client* for matters for which insurance is provided is [unlimited/limited to].
- The *Consultant's* total liability to the *Client* for all other matters is [unlimited/limited to].

[Note: The Consultant's liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entries above. If in doubt, the compiler should consult with the contract policy owner.]

- The additional Scope is in

[Note: This needs to include, as appropriate: (i) Purpose of the services; (ii) Description of the services; (iii) Existing information; (iv) Specifications and standards; (v) Constraints on how the Consultant is to Provide the Services; (vi) Requirements for the programme; and (vii) Information and other things provided by the Client.]

Additional Contract Data - Lots 1 to 6 - Package Contracts let under the NEC3 Engineering and Construction Contract

Part one – Data provided by the *Employer*

1 General

- The *additional conditions of contract* are the clauses for main Option [A/B/C/D/E], secondary Options [X4, X5, X6, X7, X12, X18, X20] [and Option Y(UK)1] [together with clause Z61 in the document entitled “Z clauses (Framework Contract)” and clause[s] [Z61C], [Z62C], [Z63C] and [Z64C] in the document entitled “Z clauses (Engineering and Construction Contract)”] of the NEC3 Engineering and Construction Contract (April 2013).

[Note: Compiler to specify which Options and additional clauses will apply to the Package Contract, having regard to the following guidance:

- Clause Z64C is to be used for all Highways England Package Contracts and is an optional clause that can be used by a Contracting Body that is also a contracting authority (as per Public Contract Regulations 2015). It is not a permitted option for Highways England tier 1 or 2 suppliers.
- *Option X4 should only be included where the Employer is a local authority or other Government Department or public body;*
- *Options X12 and X20 must not be selected where clause Z61C is used; and*
- *Option X18 should be included unless there are strong reasons not to do so, but careful thought will be needed before completing the entries below (if in doubt, the compiler should consult with the contract policy owner).*

No further additional clauses or other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The *Employer* is

Name.....

.....

Address.....

.....

.....

- The *works* are

- The *Project Manager* is

Name.....

Address.....

.....

- The *Supervisor* is
Name.....
Address.....
.....
- The additional Works Information is in.....
.....
.....
- The Site Information is in.....
.....
.....
- The *boundaries of the site* are.....
- The following matters will be included in the Risk Register
.....
.....
.....
- These are additional *Employer's* risks
.....
.....

[Only insert additional Employer's risks following agreement from the contract policy owner. If there are no additional risks, delete this section]

3 Time

- The *starting date* is
[allow sufficient time for planning and preparation before the construction phase]
- The *access dates* are

Part of the Site	Date
1
2
3
- The *completion date* for the whole of the *works* is.....

- The *Employer* is willing to take over the *works* before the Completion Date.

*[Include if required. Note that this statement **must** be included if Option X6 is used.]*

6. Compensation events

- The place where weather is to be recorded is
.....
- The *weather measurements* to be recorded for each calendar month are
the cumulative rainfall (mm)
the number of days with rainfall more than 5 mm
the number of days with minimum air temperature less than 0 degrees Celsius
the number of days with snow lying at hours GMT
and these measurements:
.....
.....
- The *weather measurements* are supplied by.....
.....
- The *weather data* are the records of past *weather measurements* for each calendar month
which were recorded at.....
and which are available from
.....

Option X5 *[if used]*

- The *completion date* for each *section* of the *works* is
- | section | description | completion date |
|---------|-------------|-----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

Option X6 *[if
used and X5 is
used]*

- The bonus for each *section* of the *works* is
- | <i>section</i> | <i>description</i> | <i>amount per day</i> |
|-------------------------------------|--------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the <i>works</i> | | |

Option X7 *[if
used and X5 is
used]*

- Delay damages for each *section* of the *works* are
- | <i>section</i> | <i>description</i> | <i>amount per day</i> |
|-------------------------------|--------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the <i>works</i> | | |

Option X6 *[if
used and X5 is
not used]*

- The bonus for the whole of the *works* is per day.

Option X7 *[if
used and X5 is
not used]*

- Delay damages for Completion of the whole of the *works* are per day.

12 Option X12 *[if
used]*

- The *Client* is the *Employer*.
- The *Client's objective* is.....
.....
.....
.....
- The Partnering Information is in.....
.....
.....
.....
.....

- Option X18** *[if used]*
- The *Contractor's* liability to the *Employer* for indirect and consequential loss is limited to
 - For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to
 - The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to
 - The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
 - The *end of liability date* is years after Completion of the whole of the works.

[Note: Where work is being carried out close to an operational railway, check that any limitations of liability are consistent with Network Rail's requirements]

- Option X20** *[if used]*
- The incentive schedule for Key Performance Indicators is in
 - A report of performance against each Key Performance Indicator is provided at intervals of months.

- Clause Z62C** *[if used]*
- The Employer's Information Requirements are in

- The *Information Manager* is

Stages

Person

[•]

[•]

[•]

[•]

Additional Contract Data - Lots 1 to 6 - Package Contracts let under the NEC3 Engineering and Construction Subcontract

Part one – Data provided by the *Contractor*

1 General

- The *additional conditions of subcontract* are the clauses for main Option [A/B/C/D/E] and secondary Options [X5, X6, X7, X12, X18, X20] [together with clause Z62E in the document entitled “Z clauses (Engineering and Construction Subcontract)”] of the NEC3 Engineering and Construction Subcontract (April 2013).

[Note: Compiler to specify which Options will apply to the Package Contract. Option X18 should be included unless there are strong reasons not to do so, but careful thought will be needed before completing the entries below (if in doubt, the compiler should consult with the contract policy owner). No further additional clauses or other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The *works* in the main contract are
.....
- The *subcontract works* are
.....
- The *Contractor* is
Name.....
.....
Address.....
.....
.....
- The *Employer* in the main contract is
Name.....
.....
Address.....
.....
.....
- The *Project Manager* in the main contract is
Name.....
Address.....
.....

- The *Supervisor* in the main contract is
Name.....
Address.....
.....
- The additional Subcontract Works Information is in
- The Site Information is in
- The *boundaries of the site* are.....
- The following matters will be included in the Risk Register
.....
.....
.....
- These are additional *Employer's* risks
.....
.....
- These are additional *Contractor's* risks
.....
.....

3 Time

- The *subcontract starting date* is
[allow sufficient time for planning and preparation before the construction phase]
- The *subcontract access dates* are

Part of the Site	Date
1
2
3
- The *subcontract completion date* for the whole of the *subcontract works* is

- The *Contractor* is willing to take over the *subcontract works* before the Completion Date.

*[Include if required. Note that this statement **must** be included if Option X6 is used.]*

6. Compensation events

- The place where weather is to be recorded is
.....
- The *weather measurements* to be recorded for each calendar month are
the cumulative rainfall (mm)
the number of days with rainfall more than 5 mm
the number of days with minimum air temperature less than 0 degrees Celsius
the number of days with snow lying at hours GMT
and these measurements:
.....
.....
- The *weather measurements* are supplied by.....
.....
- The *weather data* are the records of past *weather measurements* for each calendar month
which were recorded at.....
and which are available from
.....

Option X5 *[if used]*

- The *completion date* for each *section* of the *subcontract works* is

section	description	completion date
1
2
3
4

Option X6 *[if
used and X5 is
used]*

- The bonus for each *section* of the *subcontract works* is
- | section | description | amount per day |
|-------------------------------------|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the <i>works</i> | | |

Option X7 *[if
used and X5 is
used]*

- Delay damages for each *section* of the *subcontract works* are
- | section | description | amount per day |
|---|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the <i>subcontract works</i> | | |

Option X6 *[if
used and X5 is
not used]*

- The bonus for the whole of the *subcontract works* is per day.

Option X7 *[if
used and X5 is
not used]*

- Delay damages for Completion of the whole of the *subcontract works* are per day.

13 Option X12 *[if
used]*

- The *Client* is the *Employer*.
- The *Client's objective* is.....
.....
.....
.....
.....
- The Partnering Information is in.....
.....
.....
.....
.....

- Option X18** *[if used]*
- The *Subcontractor's* liability to the *Contractor* for indirect and consequential loss is limited to
 - For any one event, the *Subcontractor's* liability to the *Contractor* for loss of or damage to the *Employer's* or *Contractor's* property is limited to
 - The *Subcontractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to
 - The *Subcontractor's* total liability to the *Contractor* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
 - The *end of liability date* is years after Completion of the whole of the *subcontract works*.
 - *[Note: Where work is being carried out close to an operational railway, check that any limitations of liability are consistent with Network Rail's requirements]*

- Option X20** *[if used]*
- The incentive schedule for Key Performance Indicators is in
 - A report of performance against each Key Performance Indicator is provided at intervals of months.

- Clause Z62E** *[if used]*
- The *Employer's* Information Requirements are in

- The *Information Manager* is

Stages

Person

[•]

[•]

[•]

[•]

Pavement Framework

Lots 7 to 12

Additional Contract Data Part 1

CONTENTS AMENDMENT SHEET

Amend ment No.	Revision No.	Amendments	Initials	Date

Additional Contract Data - Lots 7 to 12 - Time Charge Orders let under the NEC3 Professional Services Short Contract

Part one – Data provided by the *Client*

[Note: Compiler to specify which Options and additional clauses will apply to the Package Contract, having regard to the following guidance:

Clause Z35B is to be used for all Highways England Package Contracts and is an optional clause that can be used by a Contracting Body that is also a contracting authority (as per Public Contract Regulations 2015). It is not a permitted option for Highways England tier 1 or 2 suppliers

[Note: No other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The *Client* is

Name.....

.....

Address.....

.....

.....

- The services are
- The starting date is
- The completion date is
- The delay damages for late Completion are £Nil per day.
- The assessment day is the day of each month.
- The *Consultant's* total liability to the *Client* for matters for which insurance is provided is [unlimited/limited to]
- The *Consultant's* total liability to the *Client* for all other matters is [unlimited/limited to]

[Note: The Consultant's liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entries above. If in doubt, the compiler should consult with the contract policy owner.]

- The additional Scope is in

[Note: This needs to include, as appropriate: (i) Purpose of the services; (ii) Description of the services; (iii) Existing information; (iv) Specifications and standards; (v) Constraints on how the Consultant is to Provide the Services; (vi) Requirements for the programme; and (vii) Information and other things provided by the Client.]

Additional Contract Data - Lots 7 to 12 - Package Contracts let under the NEC3 Engineering and Construction Short Contract

Part one – Data provided by the *Employer*

1 General

[Note: Compiler to specify which Options and additional clauses will apply to the Package Contract, having regard to the following guidance:

Clause Z65D is to be used for all Highways England Package Contracts and is an optional clause that can be used by a Contracting Body that is also a contracting authority (as per Public Contract Regulations 2015). It is not a permitted option for Highways England tier 1 or 2 suppliers

- The *Employer* is
Name:.....
Address:
.....
.....
 - The *works* are
 - The *site* is
 - The *starting date* is
 - The *completion date* is
 - The *assessment day* is the day of each month.
 - The *delay damages* are..... per day.
 - The *retention* is %.
 - For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is [unlimited/limited to].
[Note: The Contractor's liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entry above. If in doubt, the compiler should consult with the contract policy owner.]
 - The entries for the Price List are in
 - The additional Works Information is
- [Note: This needs to include, as appropriate: (i) Description of the works; (ii) Drawings; (iii) Specifications; (iv) Constraints on how the Contractor Provides the Works; (v) Requirements for the programme; and (vii) Services and other things provided by the Employer.]*

- The Site Information is in

Option Y(UK)1 of the NEC3 Engineering and Construction Contract (April 2013) **[applies/does not apply]** to this contract.

Clause Z62D **[applies/does not apply]** to this contract. *[Note: If (but only if) clause Z62D applies, the following two entries must be completed. If not, they should be omitted.]*

The Employer's Information Requirements are in

- The *Information Manager* is

Stages	Person
[•]	[•]
[•]	[•]

Include if Z66D is included	<ul style="list-style-type: none"> • The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to • [For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to] [DN Already in Contract Data so delete other reference] • The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to • The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to •
-----------------------------	---

Additional Contract Data - Lots 7 to 12 - Package Contracts let under the NEC3 Engineering and Construction Short Subcontract

Part one – Data provided by the *Contractor*

- The *Contractor* is
Name:.....
Address:
.....
.....
- The *Employer* in the main contract is
Name:.....
Address:
.....
.....
- The *Project Manager* in the main contract is
Name:.....
Address:
.....
.....
- The *Supervisor* in the main contract is
Name:.....
Address:
.....
.....
- The *works* in the main contract are
- The *subcontract works* are
- The *site* is
- The *starting date* is
- The *completion date* is
- The *delay damages* are..... per day.
- The *assessment day* is the day of each month.

- The *retention* is %.
- For any one event, the *Subcontractor's* liability to the *Employer* or *Contractor* for loss of or damage to the *Employer's* or *Contractor's* property is [unlimited/limited to].
- *[Note: The Subcontractor's liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entry above. If in doubt, the compiler should consult with the contract policy owner.]*
- The entries for the Price List are in
- The additional Works Information is
- *[Note: This needs to include, as appropriate: (i) Description of the works; (ii) Drawings; (iii) Specifications; (iv) Constraints on how the Contractor Provides the Works; (v) Requirements for the programme; and (vii) Services and other things provided by the Employer.]*
- The Site Information is in
- Clause Z62F *[applies/does not apply]* to this subcontract. *[Note: If (but only if) clause Z62F applies, the following two entries must be completed. If not, they should be omitted.]*
- The Employer's Information Requirements are in
- The *Information Manager* is

Stages	Person
[•]	[•]
[•]	[•]

<p>Include if Z65F is included</p>	<ul style="list-style-type: none"> • The <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss is limited to • [For any one event, the <i>Subcontractor's</i> liability to the <i>Employer's</i> or <i>Contractor</i> for loss of or damage to the <i>Employer's</i> or <i>Contractor's</i> property is limited to] [DN Already in Contract Data so delete other reference] • The <i>Subcontractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to • The <i>Subcontractor's</i> total liability to the <i>Contractor</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to
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Pavement Framework
Lots 1 to 6
Additional Contract Data Part 2

CONTENTS AMENDMENT SHEET

Amend ment No.	Revision No.	Amendments	Initials	Date

Additional Contract Data - Lots 1 to 6 - Time Charge Orders let under the NEC3 Professional Services Short Contract

Part two – Data provided by the *Consultant*

- The additional *key people* are

(1) Name:

Job:

Responsibilities:

Qualifications:

Experience:

(2) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The *staff rates* are in

Additional Contract Data - Lots 1 to 6 - Package Contracts let under the NEC3 Engineering and Construction Contract

Part two – Data provided by the *Contractor*

- The additional *key people* are
 - (1) Name:
Job:
Responsibilities:
Qualifications:
Experience:
 - (2) Name:
Job:
Responsibilities:
Qualifications:
Experience:
-
- The *working areas* are the Site and
.....
- The following matters will be included in the Risk Register
.....
.....
- The Works Information for the *Contractor's* design is in
.....
- The programme identified in the Contract Data is
[Applies if a programme is to be identified in the Contract Data]
- The *activity schedule* is
- *[Applies if Option A or C is used]*
- The *bill of quantities* is
[Applies if Option B or D is used]
- The tendered total of the Prices is

- The *direct fee percentage* (if lower than that stated in the *quotation information*) is %.
- The *subcontracted fee percentage* (if lower than that stated in the *quotation information*) is %.
- The percentage for Working Areas overheads (if lower than that stated in the framework Contract Data) is %.

If Option Y(UK)1 is used

- The *project bank* is
- The *named suppliers* are

If clause Z62C is used

- The first BIM Execution Plan is in

Additional Contract Data - Lots 1 to 6 - Package Contracts let under the NEC3 Engineering and Construction Subcontract

Part two – Data provided by the *Subcontractor*

- The additional *key people* are
 - (3) Name:
Job:
Responsibilities:
Qualifications:
Experience:
 - (4) Name:
Job:
Responsibilities:
Qualifications:
Experience:
-
 - The *subcontract working areas* are the Site and
 -
 -
- The following matters will be included in the Risk Register
.....
.....
- The Subcontract Works Information for the *Subcontractor's* design is in
.....
- The programme identified in the Contract Data is
[Applies if a programme is to be identified in the Contract Data]
- The *activity schedule* is
- *[Applies if Option A or C is used]*

- The *bill of quantities* is
[Applies if Option B or D is used]
- The tendered total of the Prices is
- The *direct fee percentage* (if lower than that stated in the *quotation information*) is %.
- The *subsubcontracted fee percentage* (if lower than that stated in the *quotation information*) is %.
- The percentage for Working Areas overheads (if lower than that stated in the framework Contract Data) is %.

If clause Z62E is used

- The first BIM Execution Plan is in

Pavement Framework

Lots 7 to 12

Additional Contract Data Part 2

CONTENTS AMENDMENT SHEET

Amend ment No.	Revision No.	Amendments	Initials	Date

Additional Contract Data - Lots 7 to 12 - Time Charge Orders let under the NEC3 Professional Services Short Contract

Part two – Data provided by the *Consultant*

- The additional *key people* are

(3) Name:

Job:

Responsibilities:

Qualifications:

Experience:

(4) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The *staff rates* are in

Additional Contract Data - Lots 7 to 12 - Package Contracts let under the NEC3 Engineering and Construction Short Contract

Part two – Data provided by the *Contractor*

- The additional *key people* are

(1) Name:

Job:

Responsibilities:

Qualifications:

Experience:

(2) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The offered total of the Prices is
- The entries for the Price List are in
- If clause Z62D applies to this contract, the first BIM Execution Plan is in

Additional Contract Data - Lots 7 to 12 - Package Contracts let under the NEC3 Engineering and Construction Short Subcontract

Part two – Data provided by the *Subcontractor*

- The additional *key people* are

(3) Name:

Job:

Responsibilities:

Qualifications:

Experience:

(4) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The offered total of the Prices is
- The entries for the Price List are in
- If clause Z62F applies to this subcontract, the first BIM Execution Plan is in

Annex 19 – Selection Criteria

As part of the initial competition for this framework contract, the Supplier was tested against the mandatory and discretionary exclusion criteria in the Public Contract Regulations.

2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/> No <input type="checkbox"/>

	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

And the further explanation below.

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3) Public Contract Directives

2014/24/EU Article 57(1) Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery; Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;

- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure. Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;

- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR(subject to self-cleaning).