



**Highways England Company Limited**

# **Concrete Roads Framework - LEW**

## **Scope**

### **Category Purchase Agreement**

#### **Annex 17**

## CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	04/08/2020

**LIST OF CONTENTS**

**1 CATEGORY PURCHASE AGREEMENTS ..... 4**

1.1 Procurement through Category Purchase Agreements (excluding Technology  
Category Suppliers) ..... 4

1.2 CATEGORY MANAGEMENT PRINCIPLES ..... 4

## 1 CATEGORY PURCHASE AGREEMENTS

### 1.1 Procurement through Category Purchase Agreements (excluding Technology Category Suppliers)

- 1.1.1 Category Purchase Agreements and the list of categories are available from the *Project Manager*.
- 1.1.2 Prior to entering into any subcontract for the for the bulk purchase of materials, works or services (excluding traffic management technology), the *Contractor*:
- undertakes market testing of contract requirements against Category Purchase Agreements; or
  - for categories where no Category Purchase Agreement is in place; obtains contract specific quality and methodology submissions from potential suppliers (in addition to complying with the requirements identified at S 1205).
- 1.1.3 The *Contractor* provides this information to the *Project Manager* during 3D Stage 4.
- 1.1.4 When instructed by the *Project Manager* to enter into a contract with a Category Supplier, the *Contractor*, working with the *Client's* category manager, manages the procurement process and any secondary competition (where required) in accordance with the "Framework Information" for the Category Purchase Agreement.
- 1.1.5 The *Contractor* provides full visibility to the *Project Manager* of the procurement process for the selection of any Category Supplier.

### 1.2 CATEGORY MANAGEMENT PRINCIPLES

- 1.2.1 Category Management is a key element of the *Client's* Procurement Strategy 'Delivering Sustainable Value through Supply Chain Management' and as such:
- All relevant contract elements are tested by the *Contractor* against the *Client's* Category Management (CM) framework where such agreements exist. These are
    - Pavement and
    - Ground Investigation
  - Any proposal not to use the *Client's* CM arrangements is submitted to the *Client* for approval outlining why CM arrangements do not deliver value.
  - Any assessment of options for delivering CM works or services elements takes account of any identified whole life cost savings and

non-financial factors, such as health and safety benefits, in addition to the initial capital cost.

- Input into the Stage One is obtained by the *Contractor* from the *Client's* Category Management framework suppliers during the development stage of the contract and is encouraged.
- Where availability to employ professional services through CM frameworks exists, the *Contractor* may choose to employ these services during and beyond the Development Stage of a contract. Subject to the *selection procedure* in the applicable CM framework, in this instance the *Contractor* may propose a direct award of CM works at delivery stage to a preferred CM supplier without the requirement for further competition. Any proposal demonstrates value for money and is subject to prior acceptance by the *Client*.
- In circumstances where the *Contractor* has employed professional services through a client's CM framework, the *Contractor* is not obliged to direct award the *works* at delivery stage. In this instance the *Contractor* follows the CM framework *selection procedure* to identify a CM framework supplier to deliver the *works* requirements.
- The *Contractor* liaises with the *Project Manager* to identify and plan a programme that allows the CM framework procurement and associated governance procedures to be implemented within the requirements of the overall project programme. The *Contractor* includes the activities required in its Programme
- Where the *Client's* approval is obtained not to use CM frameworks for CM works elements, the proposed Subcontractors and associated subcontract conditions are submitted for acceptance in accordance with the *conditions of contract* (clauses 26.2 and 26.3).
- Where the *Project Manager's* approval is obtained not to use CM frameworks for CM works elements. When the *Contractor* proposes to use "in-house" arrangements, the *Contractor* demonstrates that the price is at open market or competitively tendered prices in accordance with the contract.
- If so required by the *Project Manager*, the *Contractor* procures that a subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works. The *Contractor* procures that the conditions of contract between the Subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the Subcontractor does not change them.