

### The Contractor's Contract Data

Completion of the data in full is essential to create a complete contract.

The *Contractor* is

Name

Address for  
communications

Address for electronic  
communications

The Quality Submission is in

The *region* is

*South West*

The *fee percentage* is in the Price List – *region*

The *people rates* are in the Price List - *region*

The *published list of Equipment* is

the last edition of the list published by the Civil  
Engineering Contractors Association

The *percentage for adjustment for Equipment* is in the Price List - *region*

### Contract Data entry relating to Data Protection Legislation

The contact details of the *Contractor's* Data Protection  
Officer or Data Protection nominated lead are:

### Contract Data entries relating to Z Clauses

#### Z14 - Project Bank Account

The *project bank* is

--

*named suppliers* are

--

## **Z9 - Change of Control and financial distress**

The *credit ratings* at the Contract Date and rating agencies issuing them are

party	rating agency	credit rating
<div>Contractor</div>	<div></div>	<div></div>
<div>Consortium Member</div>	<div></div>	<div></div>
<div>Guarantor</div>	<div></div>	<div></div>



**Highways England Company Limited**

**NEC4 Term Service Short Contract**  
**(June 2017 with amendments January 2019)**

**SCOPE**

in relation to *services* for

**Technical Services and Testing – Pavement (intrusive)**

## CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Feb 2021
0	1	Amendments detailed on TQ sheet	ET	Mar 2021

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## S 100 Description of the service

- S 100.1 The Technical Services and Testing – Pavement (intrusive) contracts comprise of six term service contracts, each with a duration of seven years, subject to satisfactory performance.
- S 100.2 Each region is covered by one contractor. The regions covered by these contracts are;
- North West (areas 10 and 13)
  - Yorkshire and North East (areas 12 and 14). Area 12 will be covered by this contract from June 2021
  - East (areas 6 and 8)
  - Midlands (areas 7 and 9). Area 9 will be covered by this contract from July 2022
  - South East (areas 3 and 4). Area 3 will be covered by this contract from November 2021
  - South West (areas 1 and 2)
- A map of each region can be found in **Annex 02**.
- S 100.3 The area in which the *Contractor* Provides the Service for this contract is the *region*.
- S 100.4 The *Contractor* may be asked to cover work in an adjacent region. If this should occur, the *Client* will discuss this with the *Contractor* and it will be classed as a Compensation Event.
- S 100.5 *The Client* will instruct surveys to be undertaken via individual Task Orders.

## S 101 Service objectives

- S 101.1 The survey information provided by the *Contractor* will be used by the *Client* for a range of purposes, including asset management and improved asset knowledge, and for the development and design of network maintenance and improvement schemes.
- S 101.2 The contract is designed to be flexible and allow for direct issuing of work. Task Orders can be used in several ways, from instructing single, unplanned surveys to a long-term programme of work.
- S 101.3 Appointing one *Contractor* to cover each region gives certainty of work and builds collaborative relationships between *Client* and *Contractor*. Responsiveness is improved by the simpler, faster issuing of Task Orders and earlier engagement with the *Contractor*.
- S 101.4 The contract seeks to improve data quality by working closely with the *Contractor*, both to ensure that the data provided is accurate and to explore innovative approaches to delivering surveys through the life of the contract.

## S 102 Description of the service

- S 102.1 The site-specific requirements will be detailed in individual Task Orders but in general, the Contractor will be required to undertake the following activities:
- Coring of pavements**
- Coring survey to determine the pavement structure, layer thicknesses and condition as well as the extent of pavement deterioration
- Trial pitting and sampling**
- Digging trial pits (including by hand) and taking samples to assess the condition of material or with purpose of locating and identifying utilities and services
- Dynamic Cone Penetrometer (DCP)**
- DCP survey through the bottom of the core or trial hole to determine foundation strength with depth, and calculation of CBR value.
- VRS Post Condition**
- Excavation round posts to see condition and check for corrosion.
- Lightweight Deflectometer (LWD)**
- In-situ structural assessment of all types of pavements to determine stiffness of bound and unbound pavement layers. Back analysis of data.
- Laboratory Testing**
- Lab testing of collected material samples to determine physical properties.
- S 102.2 The primary purpose of these surveys is to provide technical data and an in-situ structural assessment of fully flexible, flexible/composite and concrete pavements to identify defects and structural failings
- S 102.3 Task Orders can be issued as urgent single surveys or multiple surveys from a plan or programme. Timings from the issue of Task Orders to surveys taking place will be dependent on the availability of roadspace and the urgency of the work.
- S 102.4 The Contractor is responsible for post-site works analysis and pre-processing data and providing it to the Client. In some cases the data will need to be in a format that is acceptable for uploading to the Client's systems as detailed in the Asset Data Management Manual (see link in **Annex 02**).

S 102.4	The Contractor may be required to provide temporary traffic management to facilitate surveys.
S 102.5	The Contractor may be required to provide other related surveys such as undertaking trials of new technology relating to pavement surveys and providing technical support and providing interpretive reports, for example, assessment of the type of damaged/deteriorated pavement layers within a trial pit
S 102.6	When required for individual Task Orders, the Contractor shall undertake the CDM duty holder role of principal Contractor and co-ordinate the works on site, including in some cases the works of other Contractors employed by the Client to undertake surveys.
S 102.7	<p>The specification that shall apply to the services is detailed in Section S 200 with links to the following standard specifications:</p> <ul style="list-style-type: none"> <li>• <a href="#">CS 229 Data for Pavement Assessment</a></li> <li>• <a href="#">CS 230 Pavement Maintenance Assessment Procedure</a></li> <li>• <a href="#">PAS 128:2014 Specification for underground utility detection, verification and location</a></li> <li>• Manual of Contract Documents for Highway Works (MCHW), Volumes 1 &amp; 5  <a href="http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/index.htm">http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/index.htm</a>  <a href="http://www.standardsforhighways.co.uk/ha/standards/mchw/vol5/section3.htm">http://www.standardsforhighways.co.uk/ha/standards/mchw/vol5/section3.htm</a></li> </ul> <p><a href="#">Specification for the Reinstatement of Openings in Highways</a></p>
S 102.8	It is accepted that technology will change over the period of the framework. Any new proposed working method, technology or output from technology, that is not covered by the current standards mentioned will need a Departure from Standards to be submitted. Granting the Departure from Standards is not automatic once the submission is made and the submission in itself is not a guarantee it will be accepted.
S 102.9	There may also be a change in the BS EN, DRMB standards or others referred to in the document in relation to the working method, technology or output. These will be notified to the Contractor as to when Highways England will expect to apply these.
S 102.10	The Services shall be provided in accordance with the requirements detailed within the contract documents and any additional requirements detailed in the individual Task Order.
S 102.11	<p>The Contractor is required to produce the following deliverables:</p> <ul style="list-style-type: none"> <li>• Results and reports of individual surveys in accordance with the requirements detailed in this Contract and individual Task Orders.</li> </ul>

## S 103 *Client's Objectives*

- S 103.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of this contract. Outlining the *Client's* expectations regarding how the *Contractor* supports the delivery of these.

## About us

- S 103.2 The *Client* 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.
- S 103.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- S 103.4 The *Client* 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.

## The *Client's* Vision

- S 103.5 The *Client's* vision, as set out in the *Client's* 'Strategic Business Plan' (see link in **Annex 02**) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

## The *Client's* Imperatives

- S 103.6 The *Client's* vision comprises of the three imperatives which are:
- **safety** – the safety of our employees, our service partners and our road users.
  - **customer service** – the customer service and experience that road users have.
  - **delivery** – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers.
- S 103.7 The *Client's* imperatives set out what we do, and the *Contractor* aligns with these imperatives and supports the *Client* in achieving the *Client's* outcomes.

## The *Client's* Values and Expectations

- S 103.8 The *Client's* values are-
- **safety** – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.

- **integrity** – we are custodians of the network, acting with integrity and pride in the long-term national interest.
- **ownership** – we have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.
- **teamwork** – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **passion** – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

S 103.9 The *Client's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

S 103.10 The *Contractor* has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client's* outcomes.

S 103.11 The *Client* will:

- put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency
- ensure everybody takes a joint responsibility to maintaining our asset data

#### The *Client's* Outcomes

S 103.11 The *Client's* 'Delivery Plan' (see link in **Annex 02**) sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* will do it.

S103.12 This contract plays a key role in assisting and enabling the *Client* to achieve its outcomes of:

- supporting economic growth
- a safe and serviceable network
- a freer-flowing network
- an improved environment
- a more accessible and integrated network.

S103.13 This will be achieved through:

- planning for the future,
- growing capability,

- building Relationships,
- efficient and effective delivery
- improving customer interface.

## S 104 Identified and Defined Terms

In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the conditions of contract or have meaning given to them in **Annex 01**.

## S 105 Reference Documents

S 105.1 References to documents within this Scope can be found in **Annex 02**.

## S 200 Specifications

### S 201 Specifications

- S 201.1 Surveys are commissioned for the purposes of the development and design of network maintenance and improvement schemes.
- S 201.2 The *Contractor* shall review this specification and supplementary information provided with individual Task Orders to determine a programme and verify the price for completion of site works – including any requirements for traffic management.
- S 201.3 The *Contractor* provides regular updates to the *Client* on the progress of surveys during Task Orders. As a minimum this shall be weekly via email.
- S 201.4 The *Contractor* may be asked to undertake some or all of the surveys outlined in this contract and they shall conform to the requirements detailed in CS 229 Data for Pavement Assessment, CS 230 Pavement Maintenance Assessment Procedure and other standards where specified.

### Other contractors, landowners, occupiers and entry

- S 201.5 The *Contractor* collaborates with other *contractors* employed by the *Client* and ensures their surveys are undertaken in the most efficient manner.
- S 201.6 Unless otherwise stated in the Task Order, owners and occupiers of all the land covered by the survey will have been notified of the period during which entry is likely to be required and their permission for entry secured by the *Client*.
- S 201.7 Notwithstanding the above, the *Contractor* shall, where possible, notify the landowner / occupiers upon arrival and agree with them all routes and means of access. Where access to the *Contractor* is refused, the *Contractor* shall immediately notify the *Client*.

## Construction phase plan, risk assessments and method statements

- S 201.8 In circumstances where the *Contractor* has been appointed as the principal *contractor*, they fulfil the duties of the role and produce and maintain a construction plan.
- S 201.9 In circumstances where the *Contractor* has been appointed to work with a principal *contractor*, The *Contractor* provides the principal *contractor* with information they require, such as risk assessments and method statements (RAMS) relating to the activities the *Contractor* intends to carry out.
- S 201.10 The *Contractor* shall include copies of calibration certificates for their survey equipment upon request.
- S 201.11 The *Contractor* reviews any information on statutory undertakers obtained and provided in the pre-construction information for Task Orders and satisfies themselves that all Statutory Undertakers equipment impacted by the Services is identified, and that any other services or supplies which are impacted by the Services are similarly identified. No guarantee is given regarding the accuracy or completeness of the information supplied by the *Client* in relation to the statutory undertakers.

## Quality Control

- S 201.12 The *Contractor* shall employ a suitable methodology to ensure that the requirements of this specification are met.
- S 201.13 The *Contractor* proactively identifies improvements and records 'lessons learned' when surveying. The *Contractor* notifies the *Client* of any such findings and implements measures that improves surveying.
- S 201.14 All sampling and laboratory testing to be undertaken by organisations holding UKAS accreditation to ISO/IEC 17025:2005 'General requirements for the competence of testing and calibration laboratories'.
- S 201.15 All material testing shall be undertaken in accordance with the relevant British Standards.

## S 202 Tests and inspections

### Coring

- S 202.1 Coring surveys will be undertaken to determine the pavement structure, layer thicknesses and condition as well as the extent of pavement deterioration (e.g. depths of cracks, fretting), including tar testing.
- S 202.2 Cores to be taken to full depth of pavement construction. The numbers of cores to be taken and the location of each core or the distance between cores will be stated in the Task Order and defined within the core location drawings and core schedule.

S 202.3	Cores to be undertaken and documented in accordance with CS 229. Cores are to be extracted by core cutting method in accordance with BS EN 12697-27:2017 and BS EN 12504-1:2019.
S 202.4	Changes in core layers shall be clearly marked with a white mark (e.g a white pen) across the interface of each of the different layers.
S 202.5	All cores to be logged and referenced to GPS grid coordinates and Marker Post within core log report.
S 202.6	<p>When coring to determine which asphalt layer is responsible for rutting, the additional guidance set out below should be used alongside the procedure defined within CS 229. 3no cores to be extracted as follows:</p> <ul style="list-style-type: none"> <li>• Nearside adjacent to the asphalt “wave” on the section of pavement unaffected by the rut.</li> <li>• Centre of rut.</li> <li>• Offside adjacent to the asphalt “wave” on the section of pavement unaffected by the rut.</li> </ul> <p>In the laboratory, the cores will be carefully laid out in sequence as extracted and aligned against a straight edge to most accurately replicate where they were positioned within the carriageway prior to extraction. A measurement will then be taken to the bottom of each layer and recorded in a table (to be included within the report) as follows:</p> <ul style="list-style-type: none"> <li>• Depth including rut</li> <li>• Cumulative Depth</li> <li>• Layer Thickness</li> </ul>
S 202.7	Each core/core layer to be subject to PAH and Phenol analysis if required. The cores to be subject to further analysis shall be agreed once the report has been received by Highways England.
S 202.8	The walls and base of all holes from which core samples have been cut shall be thoroughly dried before reinstatement commences.
S 202.9	Logged cores are to be retained by the <i>Contractor</i> for a period (up to 12-months), determined by the <i>Client</i> . The <i>Contractor</i> shall dispose of cores after storage is no longer required.

#### Reinstatement requirements

S 202.10	<p>Reinstatement of fully flexible and flexible composite pavements:</p> <ul style="list-style-type: none"> <li>• Holes to be fully coated with a cold applied bituminous sealant approved by a clause 104.16 compliant Product Assessment Scheme immediately prior to reinstatement</li> <li>• The holes shall then be filled with a 6mm permanent bituminous repair material approved by a clause 104.16 compliant Product Assessment</li> </ul>
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Scheme, added in 50mm layers

- Each layer shall be compacted with hydraulic compactor for at least 30 seconds to ensure adequate compaction before adding the next layer
- The final layer will be finished flush with the surrounding surface

All reinstatement to be completed within the same shift as extraction

S 202.11 Reinstatement of concrete pavements:

- Holes to be filled with a non-shrinkable material such as PY4 non flowable or PY5 flowable depending on time of year and compacted by hand tamper to ensure no voids

Reinstatements must be allowed to set sufficiently before opening to traffic (10-15 mins normally depending on temp/weather/mix)

The reinstatement will be finished flush with the surrounding surface. All reinstatement to be completed within the same works shift as extraction.

S 202.12 On completion of the coring, regardless of pavement material type, the cored area will be swept, washed down and left clean. For all cores taken, a photo of the completed core location must be taken to verify its location in relation to the surroundings.

#### Trial pitting and sampling

S 202.13 Trial pits will be undertaken for investigations to locate utilities or check pavement condition. This category does not include wider ground investigation or geotechnical surveys.

S 202.14 The depth of each trial pit to be taken will be specified in the Task Order.

S 202.15 Test pits to be undertaken in accordance with CS229 6.21

S 202.16 Trial pits for utility detection and identification purposes shall be undertaken in accordance with PAS 128 Survey Category Types A, B, C or D as appropriate.

S 202.17 Trial pits in paved areas shall be in accordance with Clause 706 of Volume 1 of the MCHW

#### Reinstatement requirements

S 202.18 Reinstatement of verge areas shall consist of backfilling any hole(s) with acceptable material to Clause 601 up to a level 100mm below specified finished levels. The remaining 100mm thickness shall be filled with topsoil Class 5B to Clause 601 of Volume 1 of the MCHW.

S 202.19 Reinstatement of paved areas shall be reinstated in accordance with Clause 706

or as specified in the Task Order. Any instances where reinstatement is not required will be clearly specified in the Task Order.

#### Dynamic Cone Penetrometer (DCP)

- S 202.17      Dynamic Cone Penetrometer testing (DCP) to be undertaken and documented in accordance with CS 229
- S 202.18      A DCP survey through the bottom of the core hole is to indicate the strength and thickness of the foundation layers, and the California Bearing Ratio (CBR) of the pavement foundation (to a max. depth of 1.5m below the bottom of the core hole).
- S 202.18      A DCP survey taken through soft ground and/or in trial pits is to indicate the strength and thickness of the foundation layers, and the California Bearing Ratio (CBR) of the pavement foundation (to a max. depth of 2.0m from the surface).
- S 202.20      The frequency of DCP testing will depend on the site-specific requirements and will be stated in the Task Orders.

#### VRS Post Condition

- S 202.21      Excavation around existing VRS foundations to check the existing condition and look for any signs of corrosion.
- S 202.22      VRS Post Condition survey to be undertaken in accordance with BS7669-3;1994 and BS EN1317 series.
- S 202.23      The assessment of the post above (and below ground if removed) may be required be photographed and ADMM compliant (Banded 1 to 5) to link to condition inspections and the criteria used by the Highways England inspectors. This will be specified in the individual Task Orders if required.

#### Lightweight Deflectometer (LWD)

- S 202.24      The *Contractor* shall undertake this type of survey in accordance with BS-1924-2/MCHW Volume 1 Series 800 CL882 and 885.
- S 202.25      The *Contractor* may be required to analyse the survey data in accordance with CS 229, provide further analytical or design reports as detailed in the task order or provide raw data in the form of F20 files for the client to analyse.

#### Laboratory testing

- S 202.26      The testing the *Contractor* is required to carry out includes, but is not limited to, the following:  
  
BS EN 12697-27 Bituminous mixtures. Test methods. Sampling  
  
BS EN 12697 series. Bituminous mixtures. Test methods

BS EN 1426, BS 2000-49. Bitumen and bituminous binders. Determination of needle penetration

BS EN 1427, BS 2000-58. Bitumen and bituminous binders. Determination of the softening point. Ring and Ball method

BS EN 14770. Bitumen and bituminous binders. Determination of complex shear modulus and phase angle. Dynamic Shear Rheometer (DSR)

BS EN 13588. Bitumen and bituminous binders. Determination of cohesion of bituminous binders with pendulum test

BS EN 932 series. Tests for general properties of aggregates

BS EN 933 series. Tests for geometrical properties of aggregates

BS EN 1097 series. Tests for mechanical and physical properties of aggregates

BS EN 1367 series. Tests for thermal and weathering properties of aggregates

BS EN 1744 series. Tests for chemical properties of aggregates.

BS EN 12350 series. Testing fresh concrete

BS EN 12390 series. Testing hardened concrete

S 202.27 Unless agreed otherwise with the *Client*, all survey reports are to be issued to the *Client's* representative (as defined in the individual Task Order) in an electronic format no later than 14 days after completion of the site works and 60 days where an interpretive report is specified as being required as part of the Task Order.

### **S 203 Samples**

S 203.1 Any project specific requirements and constraints for samples will be detailed in the individual Task Orders where relevant.

### **S 204 Management of tests and inspections and provisions of samples**

S 204.1 Any project specific requirements and constraints for the management of tests and inspections and provision of samples will be detailed in the individual Task Orders where relevant.

## S 205 Covering up completed work

- S 205.1 Timescales for the covering up of *works* which have been tested or inspected will be defined in the individual Task Orders where relevant.

## S 206 Asset data management

- S206.1 The *Contractor* complies with the “Asset Data Management Manual (ADMM)”, as referenced in **Annex 02**, in managing asset data (plan, capture, store, use and dispose).

## S 207 Task completion

- S207.1 The *Contractor* delivers to the *Client* on Task Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats

- scanned electronic image (.pdf),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Client*.

Data provided is to be compatible with the *Client's* systems and in accordance with the “Asset Data Management Manual (ADMM)” (refer link in **Annex 02**), in order that the *Client* can update the *Client's* systems.

- S207.2 The list of documents/ activities to be completed in order to achieve Task Completion are as follows

- HAPMS – Highways Pavement Management System,
- HAGDMS – Highways Geotechnical Data Management System
- a snagging list / outstanding issues – a comprehensive snagging list is produced and provided to the *Client*. This list is signed by the *Contractor*, the *Client's* asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The *Client* confirms the individuals who are approved signatures to achieve Task Completion and
- the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.

The snagging list/outstanding issues are independent of, and should not be used in place of, any Early Warning notices or Compensation Events.

## S 208 Build-up of the Task price list

- S 208.1 The Task price list in each Task Order may be completed by either the *Client* or the *Contractor* and is built up by selecting the survey type and any required traffic management from the ‘Price List – Main Works’ section.

- S 208.2 If the *Contractor* has been instructed to act as Principal Contractor, the Task price list should be built up from the items in the 'Price List – Preliminaries' section.

#### S 209 Not used

#### S 210 Requirements of others

- S 210.1 Any requirements for the *Contractor* to obtain or satisfy any necessary authority requirements (for example planning officials or government departments) will be defined in the individual Task Orders where relevant.

#### S 211 Not used

### S 300 Constraints on how the *Contractor* Provides the Service

#### S 301 General constraints

- S 301.1 The *Contractor* Provides the Service in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
- S 301.2 Any information relevant to the site that will affect the survey to be undertaken will be provided to the *Contractor* prior to the starting date of a Task Order.
- S 301.3 The *Contractor's* working hours for site works will be defined in the individual Task Order.
- S 301.4 Any site specific constraints will be defined in the individual Task Order.

#### S 302 Confidentiality

- S 302.1 The *Contractor* ensures that anyone employed by it (or acting on its behalf) keeps confidential and does not disclose to any person
- the terms of the contract
  - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Service.
- except that the *Contractor* may disclose information
- to its legal or other professional advisers,
  - to its employees and subcontractors (at any stage of remoteness from the *Client*) as needed to enable the *Contractor* to Provide the Service,
  - where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the *Contractor* consults the *Client* and takes full account of the *Client's*

- views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or
- with the consent of the *Client*.

S 302.2 The *Contractor* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

### **S 303 Security and protection of the Site**

S 303.1 Any security requirements and publicity restrictions, and any acceptance procedures, will be defined in the individual Task Orders where relevant.

### **S 304 Security and identification of people**

S 304.1 The *Contractor* carries out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the *Client's* personnel security procedures in **Annex 04** of the Scope.

### **S 305 Not used**

### **S 306 Not used**

### **S 307 Condition survey**

S 307.1 The *Contractor* carries out a risk assessment of the effects the design and construction of the *service* (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures. This includes any surveys to inform the design development which has the potential to effect fields and access roads.

S 307.2 As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the *service* is complete.

S 307.3 The *Contractor* does not enter land or property, or contact the land or property owner, without prior agreement of the *Client*. The *Contractor* has no authority to commit the *Client* to any payment for land/property entry. The *Contractor* coordinates all access requirements, and submits the survey scope, methods, etc. for acceptance by the *Client*.

- S 307.4 Unless otherwise agreed with the *Client*, the *Contractor* records, all survey arrangements in writing and submits a copy of this correspondence to the *Client*, no later than 48 hours prior to taking access.

#### **S308 Consideration of others**

- S 308.1 The *Contractor* complies with the customer service requirements as set out in the customer requirements **Annex 05**.
- S 308.2 Any restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises including the property affected by the *service* will be defined in the individual Task Orders where relevant.

#### **S 309 Not used**

#### **S 310 Control of works**

- S 310.1 Any requirements for permits or licenses, for example permit to work will be defined in the individual Task Orders where relevant.

#### **S 311 Deleterious and hazardous materials**

- S 311.1 Any restrictions on the use of deleterious and hazardous materials will be defined in the individual Task Orders where relevant.

#### **S 312 Waste materials**

- S 312.1 Any requirements for removal of waste and restrictions on the disposal of waste material, or requirements for recycling, will be defined in the individual Task Orders where relevant.

#### **S 313 Not used**

#### **S 314 Not used**

#### **S 315 Management procedures**

- S 315.1 The *Contractor* includes a section on customer service in its monthly report to the *Client*.

#### **S 316 Contractor's application for payment**

- S 316.1 The *Contractor* includes on their invoices the Agreement number and purchase order number (which will be the same as the Task Order number).

- S 316.2 The *Contractor* submits with any invoice such records as the *Client* requires, including a monthly statement of accounts in a format agreed by both parties. As a minimum this will consist of a measured Price List, details of subcontractor payments, details of claimed expenses (including receipts), amounts previously paid and outstanding amounts due.
- S 316.3 During the contract period, the *Contractor* may be required to interact with and use the *Client's* Asset Management System, (currently Confirm). The purpose being that the parties can interact more seamlessly by sending and receiving Task Orders, submitting quotations, updating asset information and processing payments via one system.
- S 316.4 In the event of the use of Confirm being implemented; The *Client* will pay for the costs of any software licences. The *Contractor* will be responsible for paying for the cost of any training, any required upgrades to their IT equipment and any increased labour costs they incur resulting from using Confirm (or any replacement system).
- S 316.5 The *Contractor* notifies the *Client* of the name and address of their bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

#### **S 317 Co-ordination**

- S 317.1 The *Contractor* programmes the *service* in a manner that minimises the impact on the customer.
- S 317.2 The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Client* except with the consent of the *Client*.

#### **S 318 Co-operation**

- S 318.1 The *Contractor* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning, and collaborates with other contractors where necessary, such as Traffic Management providers.

#### **S 319 Not used**

#### **S 320 Authorities and utilities providers**

- S 320.1 Any works to be carried out by authorities and utilities providers will be defined in the individual Task Orders where relevant.

#### **S 321 Health and Safety requirements**

- S 321.1 The *Contractor* complies with the *Client's* Health and Safety Requirements

outlined in **Annex 15**.

- S 321.2 In circumstances where the *Contractor* is asked to provide traffic management, the *Contractor* will be required to undertake the duty holder role of principal contractor as defined in The Construction (Design and Management) Regulations 2015 (CDM2015).
- S 321.3 The *Contractor* recognises that when fulfilling the role of principal contractor they are responsible for coordinating the works of others who may be employed by the *Client* to undertake works or other types of surveys at the same location.
- S 321.4 In circumstances where Others are appointed as principal contractor, the *Contractor* co-ordinates their works, and complies with the requirements of the principal contractor.
- S 321.5 Before commencing the service defined in the Task Order, the *Contractor* confirms to the *Client* that adequate welfare facilities are in place. Where the facilities detailed in Section 5 are not deemed adequate, the *Contractor* provides all necessary facilities to Provide the Works and to comply with the minimum requirements set out in HSE guidance document L153.
- S 321.6 The *Contractor* identifies, manages and mitigates risks in accordance with the principles of ISO31000.
- S 321.7 The *Contractor* submits a risk register with their tender and updates prior to the starting date of individual Task Orders if necessary.

### S 322 Method Statements

- S 322.1 Any operations for which the *Contractor* is required to submit method statements and risk assessments to the *Client* for acceptance will be detailed in the individual Task Orders where relevant.

### S 323 Not used

### S 324 Inspections

- S 324.1 The *Client* may inspect the *Contractor's* Health and Safety policy and documentation at any time. The *Contractor* co-operates with the inspection.

### S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)

- S 325.1 Pre-Construction Information specific to the survey(s) required will be provided with the individual Task Orders.

### S 326 Insurances

- S 326.2 The *Contractor* is required to have in place required insurances described in the Insurance Table and as shown in **Annex 03**.
- S 326.1 The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.

### S 327 Official Secrets Act

- S 327.1 The Official Secrets Act applies to the contract from the *starting date* until the end of the *service period*.
- S 327.2 The *Contractor notifies* its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link in **Annex 02**.)
- S 327.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

### S 328 Disclosure Requests

- S 328.1 The *Contractor* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the *Client*, consults with the *Contractor* before doing so in accordance with the relevant code of practice. The *Contractor* responds to any consultation within any deadlines set by the *Client* and to the satisfaction of the *Client*. The *Contractor* acknowledges that it is for the *Client* to determine whether such information will be disclosed.
- S 328.2 When requested to do so by the *Client*, the *Contractor* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link at **Annex 02**.)
- S 328.3 The *Contractor* promptly passes any Disclosure Request receives to the *Client*. The *Contractor* does not respond directly to a Disclosure Request unless instructed by the *Client*.
- S 328.4 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 "Update to Transparency Principles" dated 6 February 2017 except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. (See links in **Annex 02**).

- S 328.5 In accordance with PPN 01/17 the *Contractor*
- co-operates with and assists the *Client* to enable the *Client* to comply with its obligations to publish information or
  - agrees with the *Client* a schedule for the release to the public of information relating to the *Client*,
  - provides information to assist the *Client* in responding to queries from the public as required by the *Client* and
  - supplies the *Client* with financial data relating to the contract in the form and in the times specified.
- S 328.6 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service's Guidance Note "Publication of Central Government Tenders and Contracts" dated November 2017, except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates and with assists the *Client* to publish the contract in accordance with the *Client's* obligation. (See links in **Annex 02**).

### S 329 Conflict of Interest

- S 329.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Contractor* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 329.2 The *Contractor* notifies its employees and subcontractors (at any stage of remoteness from the *Client*), and procures any subcontractor (at any stage of remoteness from the *Client*), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in relation to the *service*.
- S 329.3 The *Contractor* ensures that any employee and procures any subcontractor (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interest form set out in the **Annex 02**.
- S 329.4 The *Contractor* procures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 329.5 If the *Contractor* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Client*, of any actual or potential conflict of interest, the *Client* may
- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved

- require the *Contractor* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

S 329.6 A reason for not accepting the proposal is that it does not resolve the conflict of interest. The *Contractor* amends the proposal in response to any comments and resubmits it for acceptance by the *Client*. The *Contractor* complies with the proposal once it has been accepted.

### **S 330 *Client's* Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter**

S 330.1 The *Contractor* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" (see links in **Annex 02**).

S 330.2 The *Contractor* complies with the "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" throughout with the Service Period and with:

- paragraphs 3.1 and 4.3 of the *Client's* Counter Fraud, Bribery and Corruption Policy and
- paragraph 1 of the *Client's* Fair Payment Charter.

for a period not less than 12 years after the end of the *service period*.

S 330.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

### **S 331 Discrimination, Bullying and Harassment**

S 331.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 331.2 In Providing the Service, the *Contractor* co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations between different groups.

S 331.3 The *Contractor* ensures that it's employees, or subcontractor employees (at any stage or remoteness from the *Client*), where they are required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises comply with

- the requirements of the Discrimination Acts
- the *Client's* employment policies and
- codes of practice relating to discrimination and equal opportunities.

- S 331.4 The *Contractor* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
  - attends (and permits a representative from the *Client* 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.
- S 331.5 The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.
- S 331.6 The *Contractor* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- S 331.7 The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Client* no later than 1<sup>st</sup> August each year an annual
- slavery and human trafficking report,
  - transparency statement and
  - a risk register with mitigating actions
- which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 331.8 The *Contractor* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
- S 331.9 The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S 331.10 The *Contractor* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the *service* is undesirable or in breach of the *Client's* policies, the *Client* instructs the *Contractor* to implement corrective action.

- S 331.11 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, contains provisions to the same effect as this section. The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, does not comply with the requirements of this section S 331. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section S 331 in the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Contractor* is relieved from including some or all of the requirements of this section S 331 in the specific contract.
- S 331.12 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

### S 332 Energy Efficiency Directive

- S 332.1 The *Contractor* supports the achievement of the
- *Client's* sustainable development strategy's carbon management ambition and
  - where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes.
- When Providing the Service (See links in Annex 02).
- S 332.2 In complying with the requirements of Procurement Policy Note 7/14, the *Contractor*;
- ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client*) complies with the standard for products in the directive "2012/27/EU" (see link at **Annex 02**),
  - provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchases by it or a subcontractor (at any stage of remoteness to the *Client*) complies with the requirements of PPN 7/14 and,
  - demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client's* circular economy ambition as stated in the *Client's* sustainable development strategy (see link at **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Client*) demonstrates efficiency to the same effect.

### Air Quality Strategy

- S 332.3 The *Client's* air quality strategy (see link at **Annex 02**) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the UK and deliver nitrogen dioxide

compliance at the roadside in the shortest time possible. The *Client* explores ‘opportunities to promote the use of low emission vehicles by *suppliers* to reduce harmful pollutants’.

S 332.4

The *Contractor*:

- ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link at **Annex 02**) and
- when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Contractor* helps reduce emissions of harmful pollutants when Providing the Service.

### S 333 Environmental and sustainability requirements

S 333.1

In Providing the Service the *Contractor* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.

S 333.2

The *Contractor* ensures that it complies with

- the *Client*’s environmental strategy
- the *Client*’s sustainable development strategy,
- GG103 – “Introduction and general requirements for sustainable development and design”

In Providing the Service (see link at **Annex 02**).

S 333.3

The *Contractor* complies with ‘The road to good design’ incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link at **Annex 02**).

S 333.4

In Providing the Service the *Contractor* recognises the importance and value of biodiversity and mitigates the impacts on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.

S 333.5

The *Contractor* ensures in Providing the Service it complies with the biodiversity requirements within

- LA 118 “Biodiversity design” for the design and delivery of the *service* and
- the *Client*’s biodiversity plan.

See links in **Annex 02**.

- S 333.6 The *Contractor* ensures that the *Client's* responsibilities and opportunities within the Government Buying Standards are delivered (see link at **Annex 02**).

### S 334 People Strategy

- S 334.1 The *Contractor* complies with people strategy requirements, including:
- Equality, Diversity and Inclusion,
  - Employment & Skills, and
  - Skills & Apprenticeships
- In the people strategy **Annex 06**.

### S 335 Offshoring of data

- S 335.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) (see **Annex 02**) and the *Client's* Information Security Data Security Standard (see **Annex 02**).
- S 335.2 The *Contractor* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see **Annex 02**),
- offshore or
  - in any way that it could be accessed from an offshore location
- until the *Client* has confirmed to the *Contractor* that either
- the *Client* has gained approval for such storage in accordance with the Information Security Data Security Standard or
  - such approval is not required.
- S 335.3 The *Contractor* ensures that no offshore premises are used in Providing the Service until
- such premises have passed a Risk Assessment or
  - the *Client* confirms to the *Contractor* that no Risk Assessment is required.
- S 335.4 The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S 335.2 or
  - conduct a Risk Assessment for any premises in accordance with S 335.3.
- S 335.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

- S 336.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

#### S 336 Not used

### S 337 Information Systems & Security

- S 337.1 The *Contractor* complies with the information systems & security requirements of the Information systems and security **Annex 09**.
- S 337.2 The *Contractor* interfaces with the *Client's* digital data exchange mechanisms, or other Information Systems as agreed with the *Client*, for:
- the management of information and records relating to the *services* and receiving and transmitting communications, information, records and data to and from the *Client*.
- S337.3 The *Contractor* complies with the user manuals and guidance, as referenced in **Annex 02**, when interfacing with the *Client's* digital data exchange mechanisms and Information Systems.

### S 338 Quality Management

#### Quality management system

- S 338.1 The *Contractor* complies with and operates management systems as follows
- a health and safety management system complying with the requirements in Annex 15 of the Scope,
  - a quality management system complying with ISO 9001 and
  - an environmental management system complying with ISO 14001.
- S 338.2 The *Contractor* implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.
- S 338.3 The *Contractor* obtains certification from a body accredited by UKAS (or another equivalent body accepted by the *Client*) of the quality management system to the standards set out above within 4 weeks of the Contract Date and submits to the *Client* a copy of all certificates within one week after it is obtained. If the *Contractor* already holds such certification at the Contract Date, the *Contractor* submits to the *Client* a copy of all certificates within one week after the Contract Date.
- S 338.4 The *Contractor* obtains certification of its health and safety management system in accordance with the requirements in Annex 15 of the Scope.

- S 338.5 The *Contractor's* quality management system will include the *Contractor's* quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to
- providing a quality assured service which delivers the requirements in the contract,
  - supporting the development, implementation and maintenance of the *Contractor's* quality management system, and
  - continually providing maximum customer satisfaction.
- S 338.6 The *Contractor* maintains up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the *Client* copies of the audit reports from the certification accredited bodies and the *Contractor's* updated certificates.
- S 338.7 The following requirements shall be incorporated into the *Contractor's* Quality Management System:
- **Process / Procedure:** Provide Asset Data
  - **Purpose:** To provide asset data that is collected through the work undertaken as part of this contract to the Client.
  - **Input:** Asset Data Collected. Reference documents (ADMM).
  - **Output:** Asset Information provided

## Quality Plan

- S 338.7 The *Contractor* prepares the Quality Plan within 4 weeks of the Contract Date.
- S 338.8 The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Contractor* achieves each of the commitments in the Tender Commitments Register and meets the *Client's* objectives for the contract.
- S 338.9 The *Client* notifies the *Contractor* if the Quality Plan does not comply with the requirements of the contract. Following such notification, the *Contractor* reviews the Quality Plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Client* informs the *Contractor* of the aspects of the Quality Plan that are not acceptable, and the *Contractor* updates the Quality Plan for acceptance within one week.
- S 338.10 The *Contractor* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Client* and their representatives.

## Audit and nonconformities (including “defects”)

- S 338.11 The *Contractor* carries out a programme of internal audits in accordance with the requirements of ISO 9001.

- S 338.12 The *Client* may carry out audits of the *Contractor's* quality management system from time to time.
- S 338.13 The *Contractor* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Contractor*), carries out any work that relates to the contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is Providing the Service in accordance with the contract.
- S 338.14 The *Contractor* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 338.15 Following notification of a Defect, the Contractor submits to the Client for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The Contractor does not take action to deal with the nonconformity until the Client has accepted his proposals.
- S 338.16 Within one week of the Contractor submitting the proposed corrective and preventative action to him for acceptance, the Client either accepts the proposal or notifies the Contractor of his reason for not accepting it. A reason for not accepting the proposed action is that
- it does not take action required to ensure that nonconformities do not recur or
  - it does not comply with the Scope.
- S 338.17 If the Client does not accept the proposed action, the Contractor submits a revised proposal to the Client for acceptance within one week.
- S 338.18 The Contractor corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse affect on the Client or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.
- S 338.19 The Contractor notifies the Client when the proposed actions have been taken and provides with his notification verification that the defective part of the services has been corrected.

### **S 339 Deed of Novation**

- S 339.1 Should a deed of novation be required pursuant to Z5 in the *conditions of contract*, the form of novation agreement is issued by the *Client* for agreement as set out in **Annex 13 and 14.**

## S 340 Reporting of Small and Medium Enterprises

S 340.1 For each Small, Medium & Micro Enterprise (SME) employed on the contract, as defined in the table below: -

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium size	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £ 10 m
Micro	<10	< £2 m		< £ 2m

the *Contractor* reports to the *Client* each quarter from the *starting date* until the end of the *service period*

- the name of the SME,
- the class of SME (Small, Medium or Micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*

S 340.2 The *Contractor* acknowledges that the *Client* may

- publish the information supplied under this section, along with the *Contractor's* name and the name of the contract and
- pass the information supplied under this section S340 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name or the contract.

S 340.3 The *Contractor* ensures that the *conditions of contract* for each subcontractor who is an SME include

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

S 340.4 The *Contractor* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.

### S 341 Performance measurement

- S 341.1 The *Client* uses the current version of the 'Collaborative Performance Framework' (CPF) (see link in **Annex 02**) in order to actively measure the *Contractor's* performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.
- S 341.2 The *Contractor* uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.
- S 341.3 The scores recorded by the *Contractor* against each CPF indicator are submitted to the *Client* and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in **Annex 02**).
- The first CPF covers months 1-3 from the Contract Date, and are thereafter submitted quarterly.

### Performance Review

- S 341.4 The *Contractor* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client*, in accordance with the CPF.
- S 341.5 The Performance Level is 6 and is measured in accordance with the CPF.
- S 341.6 Where the *Contractor's* performance is below the Performance Level, this is treated as a substantial failure by the *Contractor* to comply with its obligations.
- S 341.7 The *Client* leads additional annual reviews to assess all aspects of *Contractor* performance and trends in performance indicators. The *Contractor* assists any additional reviews as requested by the *Client*.

### S 342 Format of Records

- S 342.1 The *Contractor* undertakes translation of existing records into an accepted format when instructed by the *Client*.
- S 342.2 The *Contractor* may from time to time agree alternative acceptable formats in which to maintain records with the *Client*. These may take into account advances and other developments in Information Systems.

### S 343 Records and audit access

- S 343.1 The *Contractor* keeps documents and information obtained or prepared by the *Contractor* or any subcontractor in connection with the contract for a period of 12 years after the end of the *service period*.

- S 343.2 The *Contractor* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*).
- S 343.3 The *Contractor* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary.
- S 343.4 This section 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 *Contractor*.
- S 343.5 The *Client* provides the *Contractor* with access to available records to deliver the services.

## S 344 Subcontracting

### Restrictions of requirements for subcontracting

- S 344.1 Except where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Contractor* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
- S 344.2 The *Contractor* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the *Client*) do the same.
- S 344.3 The *Contractor* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers.
- S 344.4 The *Contractor* may propose to the *Client* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S 344.5 The *Contractor* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract.
- S 344.6 The *Contractor* may propose to the *Client* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Contractor* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Client* has accepted the *Contractor's* proposal. A reason for not accepting the

*Contractor's* proposal is that it is practicable for the subcontract to be an NEC form.

- S 344.7 The *Contractor* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Client* for acceptance. A reason for not accepting the Contract Data is
- it does not comply with the obligations of the contract,
  - it does not align with the risk transfer of the contract or
  - in the opinion of the *Client* it has too high a risk transfer to the proposed subcontractor.
- S 344.8 The *Contractor* ensures that any subcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor.
- S 344.9 The *Contractor* may propose to the *Client* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Contractor* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Client* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- S 344.10 When requested by the *Client*, the *Contractor* executes or procures that the relevant subcontractors (at any stage of remoteness from the *Client*) executes, an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

### **S 345 Contracts Finder**

- S 345.1 Where the forecast amount due to be paid to the *Contractor* is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the *Contractor*.
- subject to paragraphs S345.4, S345.5 and S345.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the *service period*,
  - within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*) updates the notice on contracts finder with details of the successful subcontractor,
  - monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the *service period* and provides reports on this information to the *Client* in the format and frequency as reasonably specified by the *Client* and
  - promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised contract value, averaged over the life of the contract.

- S 345.2 Each advert referred to in paragraph S345.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor*.
- S 345.3 The obligation at paragraph S345.2 only applies in respect of subcontract opportunities arising after the Contract Date.
- S 345.4 The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist his consideration. If accepted by the *Client*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.

### S 346 Fair Payment

- S 346.1 The *Contractor* includes in the contract with each subcontractor (at any stage of remoteness from the *Client*)
- a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in the contract,
  - a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract and
  - a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor* and
  - a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract.
- S 346.2 The *Contractor* notifies non-compliance with the timescales for payment
- to the *Client* and
  - through the Cabinet Office Supplier Feedback Service.
- The *Contractor* includes this provision in each subcontract and requires its subcontractors (at any stage of remoteness from the *Client*) to cascade the

provision into subcontracts for subcontractors (at any stage of remoteness from the *Client*) in such a way that all subcontracts include the same provision.

### **S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015**

- S 347.1 The *Contractor* ensures that any subcontracts for the elements of the *service* advised by the *Client* in accordance with paragraph S344.2 are
- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”), and
  - are capable of being novated to the *Client* or an Other.
- S 347.2 When requested by the *Client*, the *Contractor* procures that the relevant subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or an replacement contractor.
- S 347.3 The *Contractor* may use the *Client*’s e-tendering system to procure any subcontract required by this section. The *Client* arranges for advice and support on the use of the *Client*’s e-tendering system.
- S 347.4 The *Contractor* provides to the *Client* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents is that they
- do not comply with the Public Contract Regulations, any case law or any EU Regulations,
  - do not comply with or meet the requirements of the contract
  - in the opinion of the *Client*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
  - do not enable the *Contractor* to Provide the Service.
- S 347.5 The *Contractor* does not publish any procurement documents until the *Client* has accepted them.

### **S 348 Parent Company Guarantee**

- S 348.1 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16**.

### **S 349 Legal Opinion**

- S 349.1 If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.