

Schedule 17 – Framework Brief - Appendix 1 - Specification

**RM6267** - Construction Works and Associated Services 2/ProCure 23 (CWAS2/P23)

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# Introduction

* 1. This Specification describes the technical requirements for the works and services that the *Supplier Alliance Member* will be required to comply with. This will include all *Project Contract*s awarded under the CCS Construction Works and Associated Services 2 / ProCure23 Framework Alliance Contract (CWAS2/P23 FAC), for all Lots unless otherwise specifically referenced.
  2. This Specification is part of the *Framework Brief*. The precedence of the Framework Documents is set out in the FAC-1 *Framework Alliance Contract*, Contract Terms paragraph 1.5.
  3. This Specification is broad in its approach to enable application across all Lots
  4. Please note, the requirements set out in this Specification is for all Lots and are not exhaustive. The specific requirements may be refined by the *Client* or *Additional Client* to reflect the specific requirements for each *project* to the extent permitted and set out in the FAC. This will be detailed at the *Project Contract* stage.
  5. The success measures and targets are set out in Schedule 1, Part 2 of the CWAS2/P23 FAC.

# Works and Services Specification Requirements

* 1. The *Supplier Alliance Member* shall provide the works and services in accordance with the requirements set out in this document and associated annexes (A – F), within the scope of all Lots to which they are appointed, and as may be further detailed in any subsequent specific *Project Contract*.
  2. Specialist requirements for *Project Contracts* will be specified by *Additional Clients*. For example, such specialist requirements may include, but are not limited to:

### security clearances,

### sector specific requirements and/or experience; and

### standards for the works and services specific to the *Project Contract*.

* 1. This CWAS2/P23 FAC is complemented by a suite of other CCS and NHS commercial agreements for related supplies and services (e.g. estate professional services, project management and design services, facilities management, utilities and fuels, furniture etc.). This will collectively enable *Additional Clients* to effectively manage the full life cycle requirements of their built asset and associated strategies on the basis of whole life value considerations.
  2. The *Supplier Alliance Member* may be required to consult and/or work with suppliers appointed to other CCS and NHS commercial agreements. This will be further detailed in the specific *Project Contract*, to enable decisions to be informed on the basis of whole life value and to enable the coordination of full (or part) life-cycle requirements.
  3. The scope of works and services required and the procurement route will be specified at the *Project Contract* stage.
  4. The following Lot descriptions are aligned to the works and services and project descriptors detailed within Annex A (Works and Services – Project Type) and Annex B (Works and Services – Service Requirements) for Lots 4 & 5 only.

Procurement routes available across Lots 4 & 5 only under the CWAS2/P23 FAC can be found in Annex C (Procurement Routes):

Please note, ANNEX E describes the Lot descriptions for Lots 1, 2, & 3 (P23)

### Lot 4 - Airfield (National Lot)

### A *Supplier Alliance Member* in Lot 4 shall provide access to a full suite of airfield construction works, ancillary structures and associated services, at locations throughout the UK. This may include but is not limited to airside construction i.e. the area of an airport that is within its passport, customs control and security checks.

### Lot 5 - Construction Works and Associated Services (National Lot)

### A *Supplier Alliance Member* shall provide access to a full suite of construction works and associated services at locations throughout the UK.

* 1. Project and Service Descriptors Lot 4 & 5 only
     1. Works and services for Lot 4 & 5 provided by the *Supplier Alliance Member* will support the *Client* and/or *Additional Clients* in the delivery of, but not limited to, the types of construction *Project Contract* and/or programmes indicated in Annex A (Works and Services – Project Type).
     2. The existing estate and new build / refurbishments / extensions / alterations / maintenance requirements etc. within the *Additional Clients* estates may vary widely, and is likely to range from historic buildings, structures and infrastructure through to modern ‘state of the art’ buildings, structures and infrastructure. Projects may include traditional to modular forms of construction and may include, but not be limited to, the works and services outlined within Annex B (Works and Services – Service Requirements).
     3. The scope required for each project will be specified at the *Project Contract* stage. Indicative works and services matrices are available in Annex A (Works and Services – Project Type) and Annex B (Works and Services– Service Requirements).

Please note, ANNEX E describes the works, services, and working with others requirements for Lots 1, 2, & 3 (P23)

# Standards

* 1. The *Supplier Alliance Member* shall at all times for the duration of this CWAS2/P23 FAC, and the term of any individual *Project Contract*, comply with the relevant standards for the scope of the works and services required for all Lots. This includes, but is not limited to the following:
     1. A Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent;
     2. An Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent;
     3. Cyber Essential Scheme requirements (see Section 15 Cyber Essentials below); and
     4. A business continuity plan and crisis management plan in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated relevant standards.

Please note, Annex E details additional standards required for P23 Lots 1, 2 & 3.

* 1. Building Regulations and Fire Safety for Buildings over 18m tall.
     1. The *Supplier Alliance Member* shall ensure that their works and services meet any findings and recommendations, as required by the *Project Brief*, identified by the independent review of Building Regulations and Fire Safety.
     2. The *Supplier Alliance Member* and its *Supply Chain* are expected to be familiar with the Dame Judith Hackitt report – “Building a Safer Future” - and the subsequent Competence Steering Group paper “Setting the Bar - A New Competence Regime for Building a Safer Future”. *Supplier Alliance Member*s should be able to deploy the themes of fire safety intent and audit and the information data ‘Golden Thread’, collecting fire safety data throughout the project. This ensures it is validated and provides a full audit of signed off systems and details for issue at the end of a project – see also Government Soft Landings (GSL) at Section 33 and Building Information Modelling (BIM) at Section 35 below).

# Legislation and Client and *Additional Client* Processes and Procedures

* 1. The *Supplier Alliance Member* shall ensure that its works and services are at all times compliant with the Law of the United Kingdom, as applicable to the jurisdiction applicable to the *Project Contract*.
  2. Such compliance shall include all relevant primary and secondary legislation relevant to the FAC contract documents and *Project Contract*.
     1. The *Supplier Alliance Member* shall support the *Client* and *Additional Clients* in ensuring compliance with all regulations, including the implementation of any relevant procedures.

Please note, Annex E details additional Legislation and Client and Additional Client Processes and Procedures required for P23 Lots 1, 2 and 3.

# Existing Facilities

* 1. Working in existing assets and facilities
     1. Unless stated otherwise in the *Project Brief*, the responsibility for the maintenance of the existing building and infrastructure rests with the *Additional Client*.
     2. Where stated in the *Project Brief*, the *Supplier Alliance Member* may be requested to manage the supplier appointed by the *Additional Client*, for the maintenance of the existing building and infrastructure services, for the period set out in the *Project Brief*. The *Supplier Alliance Member* shall liaise with such suppliers and share any working area with them to the extent that allows the required maintenance to be completed. In any such circumstances the *Supplier Alliance Member* will act as the *Principal Contractor* under the Construction (Design & Management) Regulations 2015 (CDM 2015 Regulations).
     3. The *Supplier Alliance Member* shall take all reasonable measures to prevent damage or deterioration of the existing building and infrastructure. This includes action to prevent any increase in maintenance over and above that which could be reasonably expected.
  2. Deliveries
     1. The *Supplier Alliance Member* shall comply with the transportation, delivery and loading requirements for plant and materials etc. identified in each *Project Brief*.
     2. The *Supplier Alliance Member* shall provide its *Supply Chain* with information to ensure that they comply with the relevant requirements in the *Project Brief*.

# Insurances and Warranties

* 1. The *Supplier Alliance Member* shall ensure that it will have in place and maintain the insurances detailed in the CWAS2/P23 FAC, Clause 12.1.6, 12.1.7 and 12.1.8. Individual projects may require additional levels of insurance, which will be detailed in the *Project Contract*, and the *Supplier Alliance Member* shall comply with the same.
  2. Warranties
     1. The *Project Contract* may require the *Supplier Alliance Member* and *Supply Chain* to provide warranties and/or *Parent Company Guarantees* for the works and services delivered.
     2. Specific warranty and/or *Parent Company Guarantee* requirements will be defined in the *Project Contract*.
  3. Collateral Warranties
     1. Where required, the *Supplier Alliance Member* and *Supply Chain* shall provide collateral warranties to the *Additional* *Client*. Specific requirements will be defined in the *Project Contract*.

# Resources

* 1. The *Supplier Alliance Member* shall provide personnel who have the relevant qualifications, technical skills and experience for the Lot to which they are appointed. The *Supplier Alliance Member* shall also ensure that the personnel have appropriate knowledge of the relevant safety and environmental standards, relevant for each *Project Contract*.
  2. The *Supplier Alliance Member* shall provide all other requisite resources, plant, equipment, systems etc. unless otherwise specified in the *Project Contract*.
  3. The *Supplier Alliance Member* shall provide personnel whose standard of security clearance is compliant with each *Additional* *Client*’s requirements, as stipulated within their *Project Contract*.
  4. In the event of the absence of personnel previously allocated to a *Project Contract*, the *Supplier Alliance Member* shall ensure that subsequent replacement personnel have the same level of relevant experience, and has the required level of security clearance.
  5. The *Supplier Alliance Member* shall ensure that any replacement personnel are agreed in accordance with the provisions of each *Project Contract* and that suitable arrangements are made for handover to enable a smooth transition.
  6. The *Supplier Alliance Member* shall undertake all reasonable measures to ensure continuity of personnel at both FAC and *Project Contract* level.

# Compliance with Policies and Procedures

* 1. The *Supplier Alliance Member* shall ensure that all works and services fully comply with all of the policies and procedures detailed at the *Project Contract* stage.
  2. The *Supplier Alliance Member* shall ensure full compliance with any estate and asset management strategy detailed in the *Project Contract* and any strategy and/or policy set out by the Cabinet Office, Office of Government Property or Government Estate in the delivery of the works and services.
  3. The *Supplier Alliance Member* shall provide information to update the property and asset records, where there have been any changes to the property and assets as a result of the *Project Contract*. See Government Soft Landings Document (GSL, this can be found on the internet).

# Supply Chain

* 1. The *Supplier Alliance Member* shall select its *Supply Chain* through fair, open and transparent competition.
  2. The *Supplier Alliance Member* shall, in line with PPN 01/18 *Supply Chain* Visibility, establish and develop relationships and contractual arrangements with its *Supply Chain* that are complementary to the relationships and contractual arrangements under the FAC and any *Project Contract*.
  3. The preferred method of the *Supplier Alliance Member* selecting their *Supply Chain* is via the *Common Assessment Standard*.
  4. The *Supplier Alliance Member* shall manage its *Supply Chain* to ensure that the required standards for the delivery of the works and services are consistently achieved.
  5. The *Supplier Alliance Member* shall ensure the coordination of all outputs provided by its *Supply Chain* in the delivery of the works and services, and shall effectively manage all interface risks to provide a seamless service for all *Project Contract*s.
  6. The *Supplier Alliance Member* shall have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its *Supply Chain*. Such processes shall include measurement of the *Supply Chain*’s performance in relation to cost, programme and quality of the works and services delivered.
  7. The *Supplier Alliance Member* shall improve *Supply Chain* arrangements to achieve continuous improvement in the delivery of the services as set out in the FAC. The *Supplier Alliance Member* shall also measure any ‘added value’ provided by its *Supply Chain* in the delivery of the works and services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.
  8. The *Supplier Alliance Member* shall ensure successful and proactive coordination of all outputs provided by its *Supply Chain* in the delivery of the works and services. The *Supplier Alliance Member* shall effectively manage all interface risks to provide a seamless service to the *Client* or *Additional Client*.
  9. The *Supplier Alliance Member* shall have robust processes in place to ensure that project contract success measures and targets capture the performance of its *Supply Chain*. The *Supplier Alliance Member*’s *Supply Chain* will be required to align to the objectives and measures included within each *Project Contract* and the FAC.
  10. *Supply Chain* performance management shall include measurement of success measures and targets in relation to cost, programme and quality of the works and services delivered. The *Supplier Alliance Member* shall also measure rework i.e. defect rectification and any ‘added value’ provided by its *Supply Chain* in the delivery of the works and services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.
  11. The *Supplier Alliance Member* shall manage its *Supply Chain* to ensure that the required standards for the delivery of the works and services are consistently achieved ‘first time’.
  12. The *Supplier Alliance Member* shall appoint a responsible representative to be accountable for the performance of its *Supply Chain* and shall advise the *Additional Client* as to who this is within 10 working days of the *Project Contract* award.

# Policy

* 1. Building on the Government Construction Strategy 2016 - 2020, the *Supplier Alliance Member* shall support the *Client* and *Additional Clients* in delivering the 14 key policies set out in the Construction Playbook, including any subsequent revisions.
  2. The *Supplier Alliance Member* shall also support the adoption of measures set out in government policy, guidance and standards including but not limited to:
     1. Government Soft Landings (GSL);
     2. Building Information Modelling (BIM);
     3. Government Buying Standards;
     4. The Government Buying Standard for Construction Projects;
     5. Building Safety Bill;
     6. Article 6 of the Energy Efficiency Directive and the supplemented PPN 01/15 – Implementing Article 6 of the Energy Efficiency Directive:
     7. Procurement Policy Note (PPN) 14/15: Supporting Apprenticeships and Skills Through Public Procurement;
     8. Construction Sector Deal and Transforming Infrastructure Performance;
     9. Hansford Review of Rail Infrastructure (Lot 4 & 5 only)
     10. Procuring-for-growth-balanced-scorecard
     11. Supplier Code of Conduct. and;
     12. Common Minimum Standards for procurement of the built environment in the public sector
     13. Government guidance, recommendations and policy requirements will from time to time be updated, amended and withdrawn. The *Supplier Alliance Member* will be expected to adhere to the latest edition at the time of the *Project Contract*.

# Sustainability

* 1. The UK Government is committed to sustainability and places great importance on working with *Supplier Alliance Member*s to deliver works and services with sustainability embedded. The *Client* is committed to optimising the positive impact of construction activities and minimising any adverse impacts that construction has on the environment. The *Supplier Alliance Member* shall work with the *Client*, and specific *Additional Client* in achieving these goals across the lifecycle of the project. This includes the design process, materials selection, construction techniques and construction methods implemented.
  2. The *Supplier Alliance Member* shall ensure that it adheres to Government guidance and best practice. The *Supplier Alliance Member* shall provide support to a number of strategic priorities related to the environment within wider Government policy, which includes, but are not limited to:
     1. Reducing greenhouse gas emissions across the Government estate by 100% by 2050, Climate Change Act 2008 (2050 Target Amendment) Order 2019, and any such updates relevant to the Greening Government Commitments; Alignment with the sustainability principles set out in the Construction Playbook;
     2. Reducing the amount of waste (including construction waste) generated and diverting waste away from landfill;
     3. Reducing water consumption, particularly in areas subject to water stress, while increasing the reuse and/or recycling of water;
     4. Adopting a whole life cost approach to design cost and carbon and water reduction in the built environment. Assisting individual *Additional Clients* in meeting departmental climate change targets;
     5. Increasing liquidity in the *Supply Chain* through initiatives such as the *Supply Chain* Finance scheme, Project Bank Accounts (PBAs), and the Enterprise Finance Guarantee;
     6. Ensuring that Government (through its *Supplier Alliance Member*s) purchase a more sustainable and efficient product;
     7. Ensuring that redundant Information and Communications Technology equipment is re-used (within Government, the public sector or wider society) or responsibly recycled.
     8. Using sustainable urban drainage systems where appropriate;
     9. Promoting, conserving and enhancing biodiversity, including use of Biodiversity Action Plans or equivalent, and the management of Sites of Special Scientific Interest (SSSIs);
     10. Avoiding flooding and helping recovery in the event of flooding and other weather-related hazards;
     11. Adopting the application of BRE’s Environmental Assessment Methodology (BREEAM)
     12. Promoting incorporation of The WELL Building Standard;
     13. Delivering apprenticeships.
     14. Supporting ex-offender employment opportunities
     15. Supporting sustainable skills development through major construction and infrastructure projects, in accordance with Procurement Policy Note (PPN) 06/15;
     16. Compliance with the Public Equality Duty to promote diversity, to assist sector capacity and increase the employment of protected groups;
     17. Following the principles of the Green Public Procurement (GPP) voluntary instrument;
     18. Compliance with Procurement Policy Taking Account of Carbon Reduction Plans in the procurement of major government contracts PPN 06/21;
     19. Compliance with, procuring steel in major projects;
     20. Compliance with the Timber Procurement Policy dated 20th October 2014;
     21. Compliance with Digital Built Britain, including UK Building Information Modelling (BIM) Framework;
     22. Embedding Government Buying Standards in departmental and centralised procurement contracts, where appropriate;
     23. Improving and publishing data on government *Supply Chain* impacts;
     24. Leadership in whole-life approaches and climate change adaptation;
     25. Supporting “green” economic growth by encouraging “green” technologies, promoting innovation, working with small businesses and protecting the environment, whilst also delivering value for money; and
     26. The Armed Forces Covenant enacted under the Armed Forces Act 2011 9 Lot 4 & 5 Only).
  3. The *Supplier Alliance Member* shall work proactively with its *Supply Chain* to help quantify and reduce the environmental impacts of the works and services, when requested by the *Additional Client* in the *Project Contract*. The *Supplier Alliance Member* may also be required to report on other specific achievements, the details of which will be noted in the *Project Contract*.
  4. The *Supplier Alliance Member* shall communicate annually or upon request from the *Client* on progress and achievements made on the environmental impact of the work and services the *Supplier Alliance Member* has undertaken. This shall be done in accordance with the terms of the CWAS2/P23 FAC.
  5. Where specified within the *Project Contract*, the *Supplier Alliance Member* shall ensure that the delivery of the works and services are fully compliant with the relevant BREEAM standard and/or any targets for carbon reduction, waste reduction and water consumption, set out in the BREEAM standards, are achieved.
  6. The *Supplier Alliance Member* shall comply with the legislative requirements and shall ensure that any goods required by the *Supplier Alliance Member* to fulfil the works and service requirements are compliant with the Energy Efficiency Directive (EED). All office equipment including network and desktop printers and multifunctional devices, which are wholly or partially used by the *Supplier Alliance Member* for the delivery of the works and services, shall meet the requirements of the EED. It should be noted that this requirement does not necessitate that a *Supplier Alliance Member* is required to upgrade their existing equipment. However, any new equipment purchased for the purposes of delivering the works and services shall meet the levels set out in the EED.
  7. If requested by the *Client*, the *Supplier Alliance Member* shall make a declaration of compliance, no less frequently than on an annual basis regarding the purchase of any new equipment. This includes purchases either wholly or partially to the delivery of the works and services, as covered in the EED. Upon request from the *Additional* *Client*, the *Client* can share this information with the *Additional Client*.
  8. The *Supplier Alliance Member* shall deliver the obligations in respect of CO2 reporting requirements, on travel undertaken as part of the delivery of the works and services. CO2 emissions shall be calculated in accordance with the DEFRA guidelines for measuring environmental impacts. The *Supplier Alliance Member* shall ensure that the version used for calculation is current at the time the figures are produced.
  9. The *Supplier Alliance Member* shall operate a waste management system, which adheres to the *Project Contract* requirements, which may include exceeding regulatory requirements.
  10. The *Supplier Alliance Member* shall, as part of each *Project Contract*:
      1. Consider and propose methods for designing out waste and designing for destruction;
      2. provide a site waste management plan; and
      3. report on waste performance and, where specified, via an online tool.
  11. The *Supplier Alliance Member* must adhere to the specific requirements regarding the salvaging of materials, ownership of salvaged materials and storage / removal of salvaged materials. The specific requirements will be defined in each *Project Contract*.
  12. If not already a company member, the *Supplier Alliance Member* shall, within 7 days of CWAS2/P23 FAC Award, procure a company registration to the *Considerate Constructors Scheme* and maintain company membership for the duration of the FAC. The *Client* will request annually evidence of membership.
  13. The *Supplier Alliance Member* shall also register each individual *Project Contract* site (and, where necessary, pay additional site registration fees) and ensure that the principles of the *Code of Considerate Practice* are adhered to by themselves and their *Supply Chain* when delivering contracts awarded through the FAC

Please note, Annex E details additional Sustainability and Carbon Net Zero requirements of Supplier Alliance Members for P23 Lots 1, 2 and 3.

# Small and Medium-sized Enterprises (SMEs)

* 1. *Supplier Alliance Member*s shall provide opportunities for the inclusion of SMEs in their *Supply Chain*.
  2. *Supplier Alliance Member*s shall widely advertise all contract opportunities as per PPN 07/16.
  3. *Supplier Alliance Member*s shall consider the following when tendering for contracts in their *Supply Chain*:
     1. Contracts are broken into Lots to facilitate bids from SMEs;
     2. Contract documents are simplified, with a degree of standardisation.
     3. Requirements are clearly stated, up front;
     4. Contract lengths are geared to achieve the best combination of price and product;
     5. Longer-term contracts are offered to provide stability;
     6. Tenders are widely advertised;
     7. Potential bidders are advised on how to tender for contracts;
     8. Projects to help SMEs do business are undertaken;
     9. Social enterprises are encouraged to compete for contracts;
     10. SMEs and *Supplier Alliance Member*s are made aware of subcontractors/suppliers, so that they know who to do business with; and
     11. Competition on quality rather than brand.
  4. Fair Treatment of Suppliers
     1. *Alliance Member*s of works and/or services provide:
     2. fair and prompt payment terms for their *Supply Chain* in accordance with PPN 04/19 and
     3. Ensure length of contracts and notice period are agreed fairly with suppliers.

# Data Management and Management Information

* 1. The *Supplier Alliance Member* shall provide the required Management Information completed on the recommended template, in accordance with CWAS2/P23 FAC Schedule 7 Section 6.2 and the data set out in each *Project Brief*. This may cover a number of elements, including but not limited to for example, evidence of social value and value for money.
  2. The *Supplier Alliance Member* shall provide the data to the *Client* each month, within the required time frame or upon request by the *Client*, as set out in CWAS2/P23 FAC Schedule 7 Section 7 and *Project Brief*. Where data is to be provided by the *Supply Chain* or third parties, the *Supplier Alliance Member* shall ensure that adequate notice is given to allow for its timely submission.
  3. The *Supplier Alliance Member* shall ensure that all data held is up-to-date and accurate. The *Supplier Alliance Member* shall notify and thereafter rectify all non- conformances and shall notify all relevant parties in writing within 14 days.
  4. All data held by the *Supplier Alliance Member* shall be held in accordance with the CWAS2/P23 FAC, or as otherwise specified in the *Project Brief*.
  5. The *Supplier Alliance Member* shall, as a minimum, meet the requirements of the Government Digital Service Open Standards.
  6. The *Supplier Alliance Member* shall provide data, as requested, to assist with third party enquiries as noted in the *Project Brief*.
  7. The Alliance Manager shall collect *Project Contract* data from the *Supplier Alliance Member*. This data will be utilised to enable benchmarking and to monitor trends and performance in a standardised manner across CWAS2/P23 FAC. All data will remain with the *Client* on a secure web-based system and will not be accessible by other *Supplier Alliance Member*s.
  8. Commercial confidentiality will be maintained, where summarised data is made available to other parties, for the purpose of reporting and benchmarking.

Please note, Annex E provides additional details on the Data Management and Management Information for P23 Lots 1, 2 and 3.

# Data Security

* 1. This section describes the mandatory data security requirements that the *Supplier Alliance Member* shall fulfil in its entirety as part of the delivery of the works and services. The *Supplier Alliance Member* shall also have regard to the Government Data Protection Regulations 2016 (GDPR) as set out in Schedule 6 of the CWAS2/P23 FAC and the Government Security Classification 2014.
  2. The *Supplier Alliance Member* shall recognise that some data provided under CWAS2/P23 FAC and in *Project Contract*s will be protectively marked and/or may contain potentially sensitive information. The *Supplier Alliance Member* shall protect such data, in accordance with the security classification, and shall also ensure that GDPR compliant data management systems are in place. Further information and/or requirements in respect of data classification will be provided in the *Project Contract*.
  3. The data security classification for CWAS2/P23 FAC will be the OFFICIAL TIER.
  4. If *Project Contract*s require a security classification in excess of OFFICIAL TIER, this will be specified within the *Project Contract* for example, List X and/or enhanced security classifications.

# Cyber Essentials Scheme

* 1. The *Supplier Alliance Member* shall demonstrate that they meet the technical requirements prescribed by the Cyber Essentials Scheme. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as “Cyber Essentials” and a more advanced level of assurance known as "Cyber Essentials Plus".
  2. The *Supplier Alliance Member* shall demonstrate they hold a Cyber Essentials basic level certificate or better by the date of the commencement of the CWAS2/P23 FAC.
  3. The *Supplier Alliance Member* shall demonstrate this in one of the ways listed below:
     1. The *Supplier Alliance Member* has a current and valid basic level Cyber Essentials Scheme Certificate, which has been awarded by the government approved Cyber Essentials accreditation body within the most recent 12 months; or
     2. The *Supplier Alliance Member* does not have a current and valid basic level Cyber Essentials Scheme Certificate, which has been awarded by the Government approved Cyber Essentials accreditation body, but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials Scheme Certificate by the Government approved accreditation body by the CWAS2/P23 FAC Commencement Date;
     3. The *Supplier Alliance Member* shall, throughout the CWAS2/P23 FAC and any *Project Contract*, renew its Cyber Essentials Scheme Certificate immediately after the expiration of a period of twelve (12) consecutive months from the date that the same was first issued or last renewed; or, where the *Supplier Alliance Member* does not have a Cyber Essentials Scheme Certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of twelve (12) months from any date that such evidence was provided, provide the *Client* with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
     4. For some projects a Cyber Essentials Scheme Plus Certificate may be required and this will be noted in the *Project Contract*. In such cases a Cyber Essentials Scheme Plus Certificate will need to be obtained and maintained, as set out above in respect of Cyber Essentials.
     5. Where stated in the *Project Contract*, the *Supplier Alliance Member* shall ensure that its *Supply Chain* has a Cyber Essentials Scheme Certificate or Cyber Essentials Scheme Plus Certificate or better.

# Personnel Security

* 1. Basic Personnel Security Standard (BPSS) clearance will be required as a minimum for all personnel for all *Project Contract*s.
  2. Security Clearance (SC) and/or Developed Vetting (DV) may be required for some *Project Contract*s.
  3. If required by the *Client* and/or *Additional Client*, the *Supplier Alliance Member* shall ensure that its personnel undertake and comply with all personal security clearance vetting prior to the receipt of official or higher security classified documentation.
  4. The *Supplier Alliance Member* shall remove any personnel who fail the security vetting from the provision of the *Project Contract* until such time as the conditions no longer exist that resulted in the failure. Such personnel will then be eligible for a re-application for security clearance vetting at no cost to the *Additional Client* unless otherwise agreed in the *Project Contract*.
  5. The availability of the requisite number of personnel with the relevant technical skills and/or experience may impact upon the *Supplier Alliance Member*’s participation in a *Project Contract.*

# Health and Safety

* 1. The *Supplier Alliance Member* shall fully understand their duties under Construction (Design and Management) Regulations 2015 and must discharge these duties accordingly.
  2. Application of Construction (Design and Management) Regulations 2015 will be identified by the *Additional Client* for each project, the requirements of which the *Supplier Alliance Member* shall implement accordingly.
  3. Where specified in the *Project Contract*, the *Supplier Alliance Member* shall act as the *Principal Contractor* and/or *Principal Designer*.
  4. The *Supplier Alliance Member* shall manage health and safety in line with the requirements for individual *Project Contract*s which may include, but is not limited to:
     1. undertaking, managing and monitoring risk assessments;
     2. the provision of safe systems of work, including method statements and permits to work;
     3. applying for permits to work;
     4. ensuring adequate resources are available to undertake works in compliance with all Law and the *Client* and *Additional Clients* health and safety policies;
     5. ensuring that all relevant documentation is available on site at all times;
     6. conducting regular site inspections;
     7. reporting of hazards and risks;
     8. monitoring, following up and reporting on corrective actions and non- conformances as they are identified;
     9. monitoring and reviewing incident reports, third-party reports for example Health and Safety Executive (HSE) and complaints;
     10. holding regular health and safety meetings with all relevant stakeholders as required;
     11. that all of their employees and *Supply Chain* have the correct training, knowledge and equipment to carry out the works safely (including relevant induction);
     12. conducting and reporting on regular safety inspections as required
     13. occupational health in line with OHSAS 18001 or 45001, Occupational Health and Safety Assessment Series;
     14. coordinating and cooperating with the *Additional Client*s’ representatives, as required;
     15. establishing and maintaining effective housekeeping to support a safe environment;
     16. ensuring that its *Supply Chain* is competent (by undertaking a relevant health and safety assessment to establish this); and
     17. managing its *Supply Chain* engaged in the works and services.

# Quality Control

* 1. The *Supplier Alliance Member* shall prepare and implement a quality plan for each *Project Contract*. This plan will cover, but is not limited to, the following areas:
     1. roles and responsibilities;
     2. communications and governance;
     3. quality, time, risk and price monitoring, reporting and control;
     4. *Supply Chain* management;
     5. project specification controls;
     6. inspections, witnessing and commissioning;
     7. detailed design, sign off and audit, when design by the *Supplier Alliance Member* is included in the *Project Contract*.
  2. The *Supplier Alliance Member* shall test the works and services against the specification and performance requirements set out in the *Project Contract*.
  3. The *Supplier Alliance Member* administered inspections, the *Project Contract* may also prescribe inspection of the works and services to be undertaken by a third party. The *Supplier Alliance Member* may also be subject to regulatory and/or other inspections including, but not limited to, those undertaken by:
     1. Health and Safety Executive (HSE);
     2. Building Safety Inspector
     3. building control;
     4. planning inspectorate(s);
     5. insurance inspections;
     6. environmental health officer;
     7. fire officer;
     8. Crown Property Fire Inspection Group;
     9. archaeologists; and
     10. funding bodies.

Please note, Annex E details additional Quality Control requirements the Supplier Alliance Members must meet for P23 Lots 1, 2 and 3.

# Risk Management

* 1. The *Supplier Alliance Member* shall work with the Alliance Manager, other *Supplier Alliance Member*s and its *Supply Chain* to proactively manage both alliance and project risks, and undertake value engineering and value management, to deliver mutual benefits and the most successful outcome for the *Project Contract*.
  2. The *Supplier Alliance Member* shall work with its *Supply Chain* to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each *Project Contract*, which reflects the risk allocation to be utilised within the *Project Contract* and the roles and responsibilities set out therein.
  3. The *Supplier Alliance Member* shall review and update the risk register with its *Supply Chain*, as a minimum, once a month, or as otherwise set out in the *Project Contract*.
  4. The *Supplier Alliance Member* shall, upon request, make available to the *Client* or the *Additional Client* copies of all risk assessments carried out for the successful outcome of the *Project Contract*.

Annex E details additional Risk Management requirements for P23 Lots 1, 2 & 3.

# Communications and Co-operation

* 1. The *Supplier Alliance Member* shall ensure successful delivery of the *Project Contract* by establishing and complying with specified communication procedures, as detailed in the *Project Contract*.
  2. The *Supplier Alliance Member* shall ensure that sufficient notice is provided in each *Project Contract* to ensure that all necessary decisions may be made in accordance with the *Project Contract* in a timely manner, and does not adversely impact upon delivery of the works and services and/or *Project Contract*.
  3. The *Supplier Alliance Member* shall cooperate with all appropriate parties at all times in accordance with the spirit and terms of the *Project Contract*.
  4. The *Supplier Alliance Member* shall attend all meetings, to deal with all matters appertaining to the delivery of the project, in accordance with the *Project Contract*.
  5. The *Supplier Alliance Member* shall work with *Additional Clients* and all other team members to progress a project through each phase and ensure the successful transition.
  6. The *Supplier Alliance Member* shall work with the *Additional Client* during the post- construction phase, and provide a detailed handover in a format to be agreed by the *Additional* *Client*, to enable the *Additional Client* to operate and maintain the facility safely and effectively.
  7. When launching a phase of a project, the *Supplier Alliance Member* shall work with the *Additional Client* to understand and achieve the *Additional* *Client*’s project objectives as set out in a *Project Brief*.
  8. The *Supplier Alliance Member* shall continue to work with the Additional *Client*, and all other team members, from the launch of a project to the handover at the end of a project. The *Supplier Alliance Member* shall ensure a successful handover, with zero defects, to the end user at completion. The *Supplier Alliance Member* shall ensure they can deliver the works and services in challenging environments, including but not limited to those subject to high security and/or occupation by the public or vulnerable people, and support *Additional Client*s’ requirements in terms of security and welfare of both facilities and people.
  9. The *Supplier Alliance Member* shall engage with all project stakeholders, including statutory undertakers and neighbouring building occupiers, where applicable, unless otherwise agreed with the *Additional Client*. From these activities, the *Supplier Alliance Member* shall deliver all project benefits detailed in a *Project Brief*.

Annex E details additional Communication and Collaboration requirements for P23 Lots 1, 2 & 3.

# Account Management

* 1. The *Supplier Alliance Member* representative shall have a minimum of ten years’ relevant industry experience.
  2. The *Supplier Alliance Member* shall also provide a deputy *Supplier Alliance Member* representative with a minimum of five years’ relevant industry experience, and shall ensure that continuity is maintained during any periods of absence.
  3. The *Supplier Alliance Member* representative shall promote, deliver and communicate transparency of pricing and savings, and shall provide the *Client* with the following, as a minimum:
     1. An agreed summarised Continuous Improvement Plan, to be submitted twelve (12) months after the CWAS2/P23 FAC Commencement Date, with quarterly communication of progress on actions. The entire Continuous Improvement Plan shall be updated annually for the duration of the CWAS2/P23 FAC;
     2. A quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to delivery of the works and services; and
     3. A bi-annual report, to an agreed format, on the innovative proposals by the *Supplier Alliance Member*, alongside expected benefits focusing on carbon reduction and whole life cost improvements. The innovations do not need to have been accepted.
  4. The *Supplier Alliance Member* Representative shall attend *Supplier Alliance Member* review meetings with the *Client*, in accordance with the requirements of Schedule 7.
  5. The *Supplier Alliance Member* shall provide each *Additional Client* with a named Customer Relationship Manager, with relevant industry experience, to be agreed at the *Project Contract* stage. The level of account management provided by the *Supplier Alliance Member* shall be proportionate to the size and requirements of each *Additional Client*.
  6. The Customer Relationship Manager shall hold quarterly or bi- annual operational service review meetings with the *Additional Client*, unless otherwise agreed within the *Project Contract*.
  7. The *Supplier Alliance Member* shall keep records, provide audit access and provide open book data as detailed in Schedule 7 Clause 12 (Records, Audit Access and Open Book Data) of the FAC, and shall provide transparency reports in accordance with the requirements of Schedule 7: Transparency Reports.

# Complaints Procedure

* 1. The *Supplier Alliance Member* shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the *Client* and/or *Additional Client*s.
  2. The complaints procedure shall comply with the following:
     1. All complaints shall be logged and acknowledged in writing within twenty-four ( 24) hours of receipt;
     2. All complaints shall be resolved within ten (10) working days of the original complaint being made, unless otherwise agreed with the *Additional Client*;
     3. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint; and
     4. The *Supplier Alliance Member* shall analyse and identify any pattern of complaints and bring these to the attention of the *Client* during *Supplier Alliance Member* Review Meetings, in accordance with CWAS2/P23 FAC Schedule 7: Management.
  3. The *Supplier Alliance Member* shall have in place an escalation route for any complaints that have not been resolved within the specified timescales, as detailed in Clause 47 CWAS2/P23 FAC Schedule 6 Part 2, paragraph 19 (Complaints handling).
  4. The *Supplier Alliance Member* shall provide the *Client* with one consolidated report per quarter for the duration of this CWAS2/P23 FAC, including all *Project Contract*s that run beyond the expiry of the FAC that captures all complaints, and any additional complaints processes, including escalation and reporting requirements.
     1. These reports shall include
     2. the date the complaint was received;
     3. complainant contact details;
     4. the nature of the complaint and actions agreed and taken to resolve the complaint; and
     5. any changes to the programme and learning from experience.

# Mobilisation

* 1. The *Supplier Alliance Member* shall appoint a CWAS2/P23 FAC mobilisation team, to ensure that the *Supplier Alliance Member* has met all of its obligations as outlined within the Specification, within 30 calendar days of the CWAS2/P23 FAC Commencement Date.
  2. The *Supplier Alliance Member*s shall prepare a CWAS2/P23 FAC mobilisation plan that is scalable and flexible to reflect any degree of urgency, complexity and/or sensitivity associated with particular requirements. The plan should include any change needed in the *Supplier Alliance Member*’s organisation and/or its *Supply Chain* and/or any required training that will be provided to the *Supplier Alliance Member*s or its *Supply Chain* personnel.

# Permits and Consents

* 1. Unless otherwise defined and detailed in each *Project Contract*, responsibilities for the obtaining of permits, consents, licences and approvals will be with the *Supplier Alliance Member*. The *Supplier Alliance Member* shall liaise with all relevant stakeholders and shall obtain all necessary permits, required for the proper execution and completion of the works and services for each *Project Contract*.

# Meetings

* 1. The *Supplier Alliance Member* shall attend regular meetings as required with the *Additional Client*, in line with their roles and responsibilities for the full lifecycle of the project, as noted in the *Project Contract*. This may include, but is not limited to, the following meetings:
     1. procurement;
     2. programme review;
     3. programme / project board;
     4. progress;
     5. *Client* or *Additional Client* reporting;
     6. design / development;
     7. best practice and alliance forums
     8. commercial (including value management and engineering);
     9. stakeholder liaison;
     10. *Supply Chain*;
     11. health and safety;
     12. environmental and sustainability;
     13. management; and
     14. any other meeting necessary to progress and deliver the works and services.
  2. The *Supplier Alliance Member* and its *Supply Chain* shall attend and actively participate in the above meetings, as appropriate and relevant.
  3. The *Supplier Alliance Member* shall prepare, collate and issue to those parties noted in the *Project Contract* all the required documentation and pre-reading. This shall be done as a minimum 1 week in advance prior to each meeting.
  4. The *Supplier Alliance Member* is responsible for documenting and keeping comprehensive records of all meetings attended. This includes, but is not limited to, administrative support. These records must be made available to those parties noted in the *Project Contract*.

Annex E details additional Meeting examples specific to P23 Lots 1, 2 and 3.

# Stakeholder Management

* 1. The *Supplier Alliance Member* shall develop a Stakeholder Management Plan (SMP) for the lifecycle of each *Project Contract*.
  2. the SMP will identify all stakeholders (internal and external), including:
     1. their interest;
     2. level of impact;
     3. change readiness;
     4. issues, opportunities and risks; and
     5. strategies and actions to address issues, opportunities and risks.
  3. The *Supplier Alliance Member* shall at all times consult with the *Additional Client* with regard to managing and communicating with stakeholders.

# Social Value

* 1. The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes, as well as allowing for national and local strategies in connection therewith. This CWAS2/P23 FAC provides a means of embedding Social Value through enabling improvements such as community engagement, economic value and sustainable development as detailed in the *Project Contract*.
  2. The *Supplier Alliance Member* shall comply with the principles outlined in the Construction Playbook in respect of Social Value.
  3. The *Supplier Alliance Member* shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each *Project Contract*. The requirements (comply or identify) will be set out in the *Project Contract*. Examples of Social Value issues, outcomes and measures can be found in the National Themes Outcomes and Measures (TOMs) Framework 2018 for Social Value measurement, published on [The Social Value Portal](https://socialvalueportal.com/national-toms/)
  4. Such requirements may include the following:
     1. Tackling Economic Inequality;
     2. Creating *Supply Chain* opportunities for Small Medium-sized Enterprises (SMEs);
     3. Appointment of apprenticeships and supporting skills development;
     4. Recruitment of local *Supply Chain* Partners;
     5. Providing additional opportunities for individuals or groups facing greater social or economic barriers;
     6. Supporting work placements to school children and young adults;
     7. Recruitment of locally engaged labour;
     8. Recruitment of long-term unemployed labour;
     9. Recruitment of Young People Not in Education, Employment or Training (NEET) labour;
     10. Recruitment of local *Supply Chain* partners;
     11. Fighting Climate Change
     12. Procurement and sourcing of sustainable works, supplies and services;
     13. Equal Opportunity
     14. Encouraging ethical and fair-trade procurement;
     15. Wellbeing; and
     16. Community engagement.
  5. The *Supplier Alliance Member* shall deliver measurable benefits in respect of the Social Value priorities identified in the *Project Contract*.
  6. The *Supplier Alliance Member* shall record and report performance against the social value requirements detailed in the *Project Contract*.
  7. The specific requirements will be specified for each *Project Contract*; this may include:
     1. utilisation of the Social Value Procurement Calculator;
     2. utilisation of the Social Value Measurement Calculator; and
     3. implementing initiatives under the Constructing Excellence Social Value Task Group and / or Construction Innovation Hub - Value Toolkit.
  8. The *Additional Client* may require completion of Social Value outcomes via a central system, in addition to any *Project Contract* requirements. The *Supplier Alliance Member* will be expected to complete updates as requested.
  9. Where required, the *Supplier Alliance Member* shall report to the *Client* and *Additional Clients* on a monthly basis, or as otherwise agreed. The *Supplier Alliance Member* shall ensure that returns are compiled and submitted within the agreed timescales.
  10. Where implemented, reporting via the Social Value Calculator may include, but not be limited to, the themes mentioned above:
  11. The *Supplier Alliance Member* shall be responsible for ensuring that social value priorities are cascaded throughout the *Supply Chain*.

Please note, Annex E details additional Social Value Information for P23 Lots 1, 2 and 3.

# Modern Slavery

* 1. *Supplier Alliance Member*s must address the risk of Modern Slavery and exploitation in construction *Supply Chain*s, in line with the principles set out in the Chartered Institute of Building (CIOB) guidance: Building a Fairer System: [Tackling Modern Slavery in Construction *Supply Chain*s](https://policy.ciob.org/research/building-fairer-system-tackling-modern-slavery-%20construction-supply-chains/)
  2. All *Supplier Alliance Member*s will be required to complete CCS’s Modern Slavery Assessment Tool (MSAT) following award and on an annual basis thereafter. Results may be shared with *Additional Clients*.

Please note, P23 Lot 1, 2, & 3, Suppliers Alliance Members MSAT results will be shared with NHSEI.

* 1. All employers involved in the construction industry must make proper background checks on the agencies who supply them with labour, including where the agency is operating in a supervisory role.
  2. The *Client* recognises the significant risk of modern slavery and labour standards abuses in the construction sector, and the *Supplier Alliance Member* shall recognise and actively manage the risk of modern slavery and exploitation in construction *Supply Chain*s at CWAS2/P23 FAC level and in the delivery of each *Project Contract*. The *Supplier Alliance Member* shall cooperate fully with the *Client* to improve performance in the sector as a whole and as part of which the *Supplier Alliance Member* shall become a signatory to the Gangmasters and Labour Abuse Authority (GLAA) Construction Protocol. The *Supplier Alliance Member*’s Continuous Improvement Plan shall include the measures you are taking to improve your management of these risks.
  3. The *Supplier Alliance Member* shall make proper background checks on the agencies who supply them with labour, including where the agency is operating in a supervisory role.
  4. The *Supplier Alliance Member* shall ensure that site managers are trained to recognise the signs of trafficking or forced labour. As a minimum, reference should be made to the CIOB ‘Building a Fairer System’ guidance.
  5. The *Supplier Alliance Member* shall have processes in place to check identity and confirm Right to Work checks both within its *Supply Chain* as part of its selection process, and on induction onto site. Worker-paid recruitment fees are prohibited. All of the *Supplier Alliance Member*s’ labour force and that of its *Supply Chain* must have written terms and conditions of employment/ engagement before commencing any of the requirements of the *Project Contract*.
  6. The *Supplier Alliance Member* must support worker access to remedy for breaches of labour standards, including modern slavery. All construction sites must include advising personnel on the Modern Slavery Helpline as part of site induction measures, or advertise the existence of the Helpline through other measures such as posters or flyers on site.
  7. The *Supplier Alliance Member* is required to agree to the following universal principles:
     1. employment is chosen freely;
     2. freedom of association is respected;
     3. working conditions are safe and hygienic;
     4. child labour is not used;
     5. wages are not lower than minimum wage;
     6. working hours are not excessive;
     7. no discrimination is practised;
     8. regular employment is provided; and
     9. no harsh or inhumane treatment is allowed.
  8. The *Supplier Alliance Member* shall ensure that the above conditions are met within their labour recruitment *Supply Chain*.

Annex E details additional information on Modern Slavery specific to P23 Lots 1, 2 and 3.

# Employment Policies and Practices

* 1. The Government is committed to the delivery of high-quality public services, and recognises that this is critically dependent on a workforce that is diverse, well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
  2. The *Supplier Alliance Member* shall take a similar approach through measures including, but not limited to:
     1. A fair and equal 'pay policy' that includes a commitment to supporting the Living Wage, including, for example, being a 'Living Wage Accredited Employer';
     2. Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including, for example, a strong commitment to 'Modern Apprenticeships' and the development of the UK’s young workforce;
     3. Promoting equality of opportunity and developing a workforce which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
     4. Support for learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including, for example, no inappropriate use of zero hours contracts;
     5. Flexible working (including, for example, practices such as flexi-time and career breaks) and support for family friendly working conditions and wider work life balance; and
     6. Support for progressive workforce engagement, for example Trade Union recognition and representation or other alternative arrangements to give staff an effective voice.

# Project Success Measures and Targets Management

* 1. The *Client* seeks to benchmark performance of projects procured through the implementation of Success Measures and Targets (please refer to Schedule 1 of the CWAS2/P23 FAC aligned with the ‘Construction Sector Deal’. The Deal is reliant on collaboration and is targeted to boost the sector’s productivity, through greater investment in innovation and skills, creating new and well-paid jobs and maximising its export potential. It will also reduce the environmental impact, improve the efficiency and reduce the whole life cost of new projects and buildings. The priorities of the Deal are as noted below:
     1. Procuring for Value: encouraging construction *Client*s to procure on the basis of whole life value, and to measure the performance of assets and contractors. This will create the market pull for improved construction products and technologies, and drive changes in the business model, contractual and payment practices.
     2. The Supplier Framework Member shall at all times work with *Additional Clients* to support the Government's published strategic ambitions to embed Whole Life Value throughout their estate.
     3. Industry-led Innovation: delivering greater investment in the development and commercialisation of digital and manufacturing technologies, to significantly improve productivity, quality, sustainability and safety of infrastructure and buildings.
     4. Skills for the Future: increasing investment in skills development and adopting a more strategic and co-ordinated approach to recruitment, and equipping workers with the skills and related training, such as health and safety.
     5. Exports and International: developing a competitive advantage for the UK construction sector, through adopting new technologies and a more coordinated approach to bidding for projects overseas.
  2. The specific Success Measures and Targets will be aligned with the above and will be detailed in each *Project Brief*. They are likely to include:
     1. health and safety performance (see Section 17 above);
     2. social value (see Section 27 above);
     3. use of SMEs (see Section 12 above);
     4. value for money, cost benchmarking, product value, time/cost predictability (see Section 31 below);
     5. appropriate uses of technology and productivity (see Section 32 below);
     6. sustainability initiatives (see Section 11 above); and
     7. end user feedback (see Section 33 Government Soft Landings for details on post occupancy evaluation below).
     8. In addition to the above *Supplier Alliance Member*s should note the opportunity to adopt Project Outcome Profiles (as set out in the Construction Playbook as a means of capturing clear outcomes at the outset of a project / programme (aligned to government’s strategic priorities), that can be referred to throughout the project lifecycle.
  3. The *Supplier Alliance Member* shall manage, collect and collate data and provide reporting on Success Measures and Targets, in line with the CWAS2/P23 FAC and the specific *Project Brief* requirements, as set out in Section 13 above (Data Management and Management Information).
  4. The *Supplier Alliance Member* shall manage, collect and collate data from its *Supply Chain*. They will be required to align to the Success Measures and Targets included within the FAC and each *Project Brief*, as also set out in Section 13 above (Data Management and Management Information).
  5. The *Supplier Alliance Member* shall undertake programme (schedule) management and change management, to ensure the mitigation of time and cost impacts arising from both project change and contractor delays, and assure that the Project Success Measures and Targets detailed in a *Project Brief* are met.

# Whole-life Value for Money

* 1. The *Client* aspires to improve the way in which major projects and infrastructure are delivered, including achieving improved buildings and infrastructure performance and whole-life value for money.
  2. In line with the National Audit Office and HM Treasury approach, value for money is the optimal use of resources to achieve the intended outcomes where ‘optimal’ means ‘the most desirable possible given expressed or implied restriction or constraints’ and is therefore not necessarily about achieving the lowest initial price. For clarity, achieving optimal whole-life value for money is the aim of this FAC, except where other express Success Measures and Targets are set out in the *Project Brief*.
  3. To assist with the delivery of the foregoing the *Supplier Alliance Member* shall identify means to improve health and safety performance, accelerate the construction schedule, enhance efficiency and/or reduce the cost of construction, maintenance, occupation and operation and/or achieve alternative benefits to the extent required as set out in each *Project Brief* while ensuring that overarching project objectives and specifications are delivered and to effectively manage any risks.
  4. The *Supplier Alliance Member* shall undertake the works and services for the scope of the life cycle requirements set out in each *Project Brief* to achieve value for money. The *Supplier Alliance Member* shall note that this may require the adoption of different approaches to support the following:
     1. lower building energy consumption over the operational life span of the project;
     2. a reduction in maintenance requirements/frequency;
     3. extended service lives of services infrastructure/systems and/or building fabric resulting in fewer replacement intervals and operational disruption; and
     4. dismantling and recycling or reuse of building components.
  5. The *Supplier Alliance Member* shall note that the opportunity to optimise whole life value for money is greater the earlier in the design stage that this is considered.
  6. When the *Supplier Alliance Member* is required to provide works and services for a number of life cycle stages, this may require the *Supplier Alliance Member* to contract on terms and conditions appropriate for each stage as detailed in the relevant *Project Contract* used for example NEC3, NEC 4, JCT, PPC etc.

Please note, P23 Lot 1, 2 and 3 use NEC4 only.

* 1. In order to evidence the Project Success Measures and Targets which are set out in the *Project Brief*, the *Supplier Alliance Member* is required to undertake the works and services, data collection and benchmarking in line with industry best practice and guidance. This includes, but is not limited to the Infrastructure and Projects Authority (IPA) Transforming Infrastructure Performance (TIP) plan and Project Outcome Profile tool (POP), to increase the effectiveness of investment in social and economic infrastructure.
  2. The *Supplier Alliance Member* shall monitor, capture and report to the *Additional Client* and /or Alliance Manager on Project Success Measures and Targets, evidencing value for money as detailed in each *Project Brief*. The value for money reporting requirements in each *Project Brief* may cover all or a number of the three criteria used by the National Audit Office (NAO) in assessing value for money of Government spending:
     1. economy (spending less)
     2. efficiency (spending well); and
     3. effectiveness (spending wisely).
  3. Additionally, the value for money assessment will also be informed by the measurement of the value of the product delivered in order to benchmark approaches to design and project programming and delivery. The *Project Brief* may therefore require the *Supplier Alliance Member* to provide a cost component breakdown to provide a ‘value of product’ calculation to help demonstrate the effective expenditure of budgets. The cost component breakdown may include:
     1. materials;
     2. constructor risk and fees;
     3. site overheads / preliminaries (management, plant and *Supply Chain*) for the *Supplier Alliance Member* and its *Supply Chain*;
     4. *Supplier Alliance Member* overheads and profit;
     5. *Supply Chain* overheads and profit;
     6. *Client* risk and feed (excluding and including design); and
     7. other costs, such as specific security measures.
     8. This methodology is based on the ‘lean’ approach to help drive value for money, as further detailed below.
     9. *Additional Clients* should also consider following the measures outlined within the Construction Playbook, including the [Construction Innovation Hub Value Toolkit](https://constructioninnovationhub.org.uk/value-toolkit/), which focuses on value-based decision making across the investment lifecycle of a project, programme or portfolio

# Lean Approaches to Design and Project Programming and Delivery

* 1. The ‘Construction 2025’ report sets out the efficiency challenges targeted by Central Government. The targets of 50% Faster Delivery, 33% Lower Costs (Whole Life-Cycle Costing) and 50% Lower Emissions (set against 2010 benchmarks) are challenging deliverables and will require different approaches to existing design and project delivery methods. It is therefore a requirement that *Supplier Alliance Member*s have a commitment to implementing new ‘lean’ delivery approaches.
  2. As such, the *Supplier Alliance Member* is expected to understand the concepts of ‘lean’ and commit to their deployment in focusing on a ‘real time’ managed focus on waste (cost and time) reduction and activity tracking, such that prompt and insightful activity data can be used to drive an enhanced level of project reporting, supporting timely and focused interventions designed to maintain ‘on time delivery’ of the projects, and support a continuous improvement learning cycle.
  3. Lean reporting and/or commercial requirements to be provided/delivered by the *Supplier Alliance Member* will be defined by the *Additional Client* in each *Project Brief*.

# Government Soft Landings (GSL)

* 1. Unless specified to the contrary in the *Project Brief*, the *Supplier Alliance Member* will be required to apply the GSL Framework, including design workshops, commissioning management, fine tuning & post occupancy evaluation.
  2. The *Supplier Alliance Member* shall implement GSL in line with the guiding principles of the GSL policy, and in accordance with its roles and responsibilities set out in the *Project Brief*, as follows:
     1. as a key element of the design and construction process (thinking of the end at the beginning) maintaining the ‘Golden Thread’ of the building purpose through to delivery and operation;
     2. through early engagement of the end user(s) and inclusion of a GSL champion (if the GSL champion is to be provided by the *Supplier Alliance Member*, this will be set out in the *Project Brief*), to direct the engagement set out in the *Project Brief*. This will include the *Additional Client* and other suppliers appointed for the delivery of the *Project Brief* during the design/construction/maintenance/operation as relevant to the *Project Brief*;
     3. commitment to aftercare post construction;
     4. conducting Post Occupancy Evaluation (POE) feedback to capture learning to inform future projects;
     5. production of POE data for storage on the asset information model; and
     6. Building Information Modelling (BIM) to provide fully populated asset data from the BIM model, to support cost reduction of data input to FM asset management systems (e.g. computer aided facilities management (CAFM) system).

# Operation & Maintenance Manual

* 1. Unless specified to the contrary in the *Project Brief*, the *Supplier Alliance Member* shall provide an operation and maintenance manual, the content of which will be prescribed in the *Project Brief*, but will include the following as a minimum:
     1. detailed maintenance information and requirements;
     2. witnessing, testing and commissioning requirements
     3. building ng decommissioning and demolition information;
     4. non-technical building users’ guidance;
     5. building log book;
     6. building performance requirements and the means of measuring such performance;
     7. strategy for energy metering; and
     8. requirements for all relevant energy rating schemes e.g. Leadership in Energy & Environment Design (LEED), Building Research Establishment Environmental Assessment Method (BREEAM) or SKA which is a Royal Institute of Chartered Surveyors (RICS) environmental assessment/method for non-domestic fit-outs.
  2. Unless specified to the contrary in the *Project Brief*, the operation and maintenance manual shall be developed by the *Supplier Alliance Member* during the design and construction phase. This will be handed over in the pre-handover meetings and will be deemed to be a condition precedent to achieving Practical Completion, or equivalent, on each *Project Contract*.

# Building Information Modelling (BIM)

* 1. In line with the Construction Playbook, *Additional Clients* and *Supplier Alliance Member*s should apply the UK Building Information Management (BIM) Framework. This includes standards, guidance and other resources that will deliver BIM interoperability and government soft landings
  2. Under this CWAS/P23 FAC, the *Client* aspires to integrate BIM throughout the project lifecycle. This includes future developments including those put forward in the Digital Built Britain strategy, for the integration of technologies to transform approaches to building and infrastructure design, development and construction. As such, the *Client* anticipates that during the FAC Period the level of *Supplier Alliance Member* compliance with BIM standards shall increase in Government.
  3. Specific BIM requirements shall be set out in each *Project Brief*. The roles and responsibilities of the *Supplier Alliance Member* in respect of the BIM requirements will be specified in the *Project Brief*.
  4. The Employers (*Additional Client*) Information Requirements (EIR) will be defined in each *Project Brief*. The *Supplier Alliance Member* will be issued with the EIR and Information Delivery Plan (IDP). When these documents are not issued in the *Project Brief* and, where specified in the *Project Brief*, the *Supplier Alliance Member* shall liaise with the *Additional Client* to develop an EIR.
  5. The following will be developed and implemented (for clarity, the roles and responsibilities of the *Supplier Alliance Member* in the development and implementation of the following will be set out in the *Project Brief*):
     1. Project BIM Execution Plan (BEP) – pre- and post- contract.
     2. Task and Master Information Delivery Plan (TIDP / MIDP) - with detail aligned to required data exchange points to agreed level of detail and information;
     3. Construction Operations Building Information Exchange (COBie) data exchange requirements; and
     4. a project Common Data Environment (CDE).
  6. Unless specified to the contrary in the *Project Brief*, the deployment of BIM will be in accordance with the PAS / BS suite of documents including ISO 19650 part 1, 2, 3 and 5; PAS1192- 4 (and new ISO 19650 replacements for this part when issued). Where these documents are amended, withdrawn or replaced, the level of adoption of the new requirements will be as stated in each *Project Brief*.
  7. The *Supplier Alliance Member* shall adopt the relevant described additional standards as defined in the *Project Brief*.
  8. The *Project Brief* will identify all data security / confidentiality standards required, aligned to ISO 19650 part 5.
  9. The *Supplier Alliance Member* will ensure that, where required by the *Project Brief*, it provides Asset Information Models, comprising an Asset Register and Schedule of Accommodation, and shall note that the Asset Register, models, data and information may be utilised for a number of purposes, including but not limited to:
     1. record of ‘as constructed’ information;
     2. building operations;
     3. maintenance planning and repair;
     4. project planning and optimisation;
     5. security requirements; and
     6. cost modelling.
  10. The Asset Register shall detail all maintainable and commissionable assets to enable the scheduling of planned preventative maintenance and labour loading.
  11. The *Supplier Alliance Member* is responsible for the evaluation of the capacity and capability of its *Supply Chain* to conform to the BIM requirement set out in the *Project Brief*.

# Modern Methods of Construction (MMC)

* 1. The Government has targeted the increased use of MMC, subject to value for money considerations, as one of the means to, for example, increase the development of manufacturing technologies, to drive UK wide economic growth, to significantly improve the productivity, quality, sustainability and safety of infrastructure and buildings and to increase investment in skills development.
  2. Under this FAC, the *Client* aspires to align with the MMC principles outlined in the Construction Playbook.
  3. In line with the above, the *Supplier Alliance Member* shall consider the adoption of MMC in delivery of the works and services where it will deliver the requirements set out in the *Project Brief* and value for money.
  4. The *Supplier Alliance Member* shall consider such approaches for the requirements set out in each *Project Brief*, and shall be proficient in deploying such innovative construction methods where implemented. This includes, but is not limited to the following categories:
     1. Pre-manufacturing (3D primary structural systems)
     2. Pre-manufacturing (2D primary structural systems)
     3. Pre-manufacturing components (non-systemised primary structure)
     4. Additive manufacturing (structural and non-structural)
     5. Pre-manufacturing (non-structural assemblies and sub-assemblies)
     6. Traditional building product-led site labour reduction / productivity improvements
     7. Site process-led site labour reduction / productivity / assurance improvements

# Commercial Governance – Project Bank Accounts and Fair Payment

* 1. Unless stated otherwise in the *Project Brief*, the *Supplier Alliance Member* will implement a Project Bank Account (PBA) in order to support the Government’s fair payment guidelines under the Construction Playbook. Requirements relating to the PBA will be identified in each *Project Brief*.
  2. the *Supplier Alliance Member*s must support the *Additional Clients* where required in applying the requirements of PPN 07/20.
  3. If not already a signatory to the Prompt Payment Code, the *Supplier Alliance Member* shall, within 7 days of CWAS2/P23 FAC Award, become a signatory to the Code and remain a signatory to the Code for the duration of the framework.
  4. The *Supplier Alliance Member* shall apply the fair payment commitments in its dealings with its *Supply Chain*, agree to be monitored for the purposes of compliance and to consider the performance of its *Supply Chain* when awarding contracts.

# Procuring for Growth Balanced Scorecard

* 1. The *Supplier Alliance Member*s must support the *Additional Clients* where required in applying the requirements of PPN 09/16, Procuring for Growth Balanced Scorecard.

# Economic and Financial Standing in-contract monitoring

* 1. The *Supplier Alliance Member* shall complete and submit the RM6267 FVRA tool (Schedule 8 - Annex 2) every year as a minimum on the anniversary of the framework commencement date.
  2. For the annual FVRA submissions, the *Supplier Alliance Member* will be required to:
     1. respond within 10 working days to any follow up clarifications from the Alliance Manager having reviewed the FVRA submission; and
     2. where relevant, proactively collaborate with the Alliance Manager to implement robust commercial mitigations linked to any ratio results which have moved from Low Risk (Green) or Medium Risk (Amber) to High Risk (Red) since the last submitted FVRA submission.
  3. Failure to provide the FVRA or the FVRA tool indicates that the *Supplier Alliance Member* has one or more red outcomes, this will be considered a financial distress event see Schedule 8.
  4. The *Supplier Alliance Member* shall submit a list and details of Key Subcontractors to the Alliance Manager at the commencement of the Framework and submit any updates on the anniversary of the framework commencement date or when requested by the *Additional Client* and/or *Alliance Manager*.
  5. The *Alliance Manager* will not be carrying out any financial assessment of the Key Subcontractors.
  6. The *Additional Client* may wish to carry out a financial assessment of Key Subcontractors as part of the *Project Contract* call-off process and can re-perform FVRA.

# Annex A Works and Services – Project Type - Lots 4 & 5 Only.

Within the Agreement there are two Lots linked to works and services provision, each providing access to specific works and services requirements of the project types outlined below:

|  |  |  |
| --- | --- | --- |
|  | **Airfields** | **Construction Works & Associated Services** |
| **Project Type** | **Lot 4** | **Lot 5** |
| Major/Minor Construction | ✓ | ✓ |
| Major/Minor infrastructure | ✓ | ✓ |
| New build | ✓ | ✓ |
| Demolition | ✓ | ✓ |
| Runways & Airfields | ✓ |  |
| Fuel Storage | ✓ | ✓ |
| Refurbishment | ✓ | ✓ |
| Regeneration | ✓ | ✓ |
| Environmental Services | ✓ | ✓ |
| Government Secure Facilities | ✓ | ✓ |
| Alterations/extension | ✓ | ✓ |
| Conservation and Preservation of Buildings and/or Structures | ✓ | ✓ |
| Security/counter terrorism defence | ✓ | ✓ |

The indicative projects/programme types outlined within this Annex A provide an indication only of the requirements that may be procured through the Agreement and which Lot(s) the requirements may be accessed from.

# Annex B Works and Services – Service Requirements -Lots 4 & 5 Only.

The indicative works and service types that can be accessed through the Agreement for Lots 4& 5 are listed below, but please note the list is not exhaustive and does not limit the requirements that may be procured:

|  |  |  |
| --- | --- | --- |
|  | **Airfields** | **Construction Works & Associated Services** |
| **Service Requirement** | **Lot 4** | **Lot 5** |
| Airfield pavement construction work | ✓ |  |
| Architectural and related services | ✓ | ✓ |
| Architectural design services | ✓ | ✓ |
| Architectural, construction, engineering and inspection services | ✓ | ✓ |
| Building construction work | ✓ | ✓ |
| Building Installation Work | ✓ | ✓ |
| Construction Management Services | ✓ | ✓ |
| Construction work | ✓ | ✓ |
| Construction work for airfields, runways and manoeuvring services | ✓ |  |
| Construction work for airports | ✓ | ✓ |
| Construction work for buildings relating to law and order or emergency services and for military buildings | ✓ | ✓ |
| Construction work for buildings relating to water transport |  | ✓ |
| Construction work for military buildings and installation | ✓ | ✓ |
| Construction work for pipelines, communication and power lines | ✓ | ✓ |
| Construction work for pipelines, communication and powerlines, for highways, roads, airfields and railways; flatwork | ✓ | ✓ |
| Construction work for waterways |  | ✓ |
| Construction works for water projects |  | ✓ |
| Consultative engineering and construction services | ✓ | ✓ |
| Demolitions, site preparation and clearance work | ✓ | ✓ |
| Dismantling works for military installations | ✓ | ✓ |
| Electrical machinery, apparatus, equipment and consumables; Lighting? | ✓ | ✓ |
| Engineering design services | ✓ | ✓ |
| Engineering design services for industrial process and production |  | ✓ |
| Engineering design services for mechanical & electrical installations for buildings | ✓ | ✓ |
| Engineering design services for the construction of civil engineering works | ✓ | ✓ |
| Engineering works and construction works | ✓ | ✓ |
| Installation Services | ✓ | ✓ |
| Runway construction works | ✓ |  |
| Works for complete or part construction and civil engineering works | ✓ | ✓ |

**Annex C Procurement Routes - Lots 4 & 5 Only.**

1. Procurement Routes
   1. The Supplier shall ensure that it complies with the Government Guidance and Best Practice as set out in the [Construction Playbook](https://www.gov.uk/government/publications/the-construction-playbook)
   2. This Supplier shall facilitate the utilisation of different RIBA construction procurement types and align to the principles of the following approaches, as required:
      1. Design and Build: Single Stage
      2. Design and Build, Two Stage
      3. Traditional
      4. Two Stage Open Book
      5. Cost Led Procurement
      6. Integrated Project Insurance
   3. Alternative procurement routes may be available by agreement.
   4. The Supplier shall support the Construction Playbook drive to deliver better value from design and construction, maintenance and operation, and by engaging with the *Additional Client* early and promoting collaborative working.
   5. The *Additional Client* and Suppliers shall comply with the [common minimum standards for procurement of the built environment in the public sector.](https://www.gov.uk/government/publications/common-minimum-standards)

This sets out the relevant mandatory standards which construction project team members in Government should implement to reflect existing government policy.

**Annex D Security Requirements Services - Lots 4 & 5 Only.**

1. Security Requirements
   1. This Annex D describes the requirements that the Supplier Alliance Member shall fulfil in their entirety as part of the delivery of the works and services.
   2. The Supplier Alliance Member shall ensure that the capacity, availability and security of the works and services is assured throughout the duration of the Framework period and any Project Contract.
   3. The Supplier Alliance Member shall comply with the following requirements to ensure that the processes and procedures set out below meet the system requirements throughout the Framework period and while any Project Contracts remain in force as follows:
      1. Service and Security Principle Requirements (paragraph 1.4);
      2. Security Documentation Requirements (paragraph 1.5);
      3. Service and Security Management Governance Requirements (paragraph 1.7 to 1.12).
      4. Service and Security Principle Requirements
      5. The Service and Security Principle Requirements Matrix at 1.4.4 below defines the main service and security characteristics required in the delivery of the works and services under the Framework.
      6. The Supplier shall provide the Client with the assurance that the system and security risks are being managed appropriately, and shall provide evidence, upon request, of compliance with the Service and Security Principles requirements.
      7. Additional Service and Security requirements may be added to the matrix, as required by the Client, in line with government security policy.
   4. Service and Security Principle Requirements Matrix
      1. The Service and Security Principle Requirements Matrix at 1.4.4 below defines the main service and security characteristics required in the delivery of the works and services under the Framework.
      2. The Supplier shall provide the Client with the assurance that the system and security risks are being managed appropriately, and shall provide evidence, upon request, of compliance with the Service and Security Principles requirements.
      3. Additional Service and Security requirements may be added to the matrix, as required by the Client, in line with government security policy.
      4. Service and Security Principle Requirements

|  |  |  |
| --- | --- | --- |
| Service and Security Principle | Service and Security Requirements | |
| Security-minded approach | Where digital engineering (including, for example, Building Information Modelling (BIM), computer-based technologies including off-site, factory-based fabrication and on-site automation, and sophisticated cyber-physical systems) is being used to deliver a part or the whole of the work or will be used to deliver future services, the Supplier Alliance Member shall follow the Clients requirements in relation to the security-minded approach to be adopted.  The Supplier Alliance Member shall ensure that where the Client requests the Supplier Alliance Member to produce or assist in the development of its security-minded approach, this is undertaken by a suitably qualified and experienced person(s) for example a registered member(s) of one of the following accreditation bodies:  Register of Security Engineers (RSES) which encompasses Generalist Security Advisors (GSA) and Specialist Security Advisors (SSA). ([www.rses.org.uk](http://www.rses.org.uk)).  Register of Chartered Security Professionals ([www.charteredsecurityprofessional.org](http://www.charteredsecurityprofessional.org)).  Association of Security Consultants (ASC) ([www.securityconsultants.org.uk](http://www.securityconsultants.org.uk)).  Whether or not the person is a member of one of the above accreditation bodies, they shall be able to demonstrate that they have sufficient knowledge and experience in the relevant field to undertake the work required. | |
| Asset Protection and Resilience | Prior to April 2014 a security process called accreditation was mandated by the HMG Security Policy Framework (SPF) for all Government departments processing classified information. The process of accreditation provided for the assessment of a system against its security requirement using HMG IA Standards 1&2 and the Risk Management Accreditation Document set (RMADS). Approval was required from an accreditor as a prerequisite for operation. This process was removed as a mandatory requirement for systems operating at Official Level from the April 2014 version of the SPF.  However, there is still a requirement to demonstrate the sustainability of systems to process HMG owned data. This is done to provide confidence that the technology and information is secure enough to meet user’s business needs.  To provide this assurance, the Supplier Alliance Member shall provide evidence to the Client, as requested. Additional Client approval is required for any proposed hosting off-shore. Some functions may be off-shored, as long as independently assured evidence can be provided that no access to user information can be obtained from off-shore locations. | |
| Service Transition and Continuity | The Supplier Alliance Member shall provide to the Client, on request, a technology roadmap of their current system(s), including any systems on which they will share information with other members of the supply chain, and how it/they will be supported throughout the Framework period and while any Project Contracts remain in force, whichever is the later. | |
| IT Service and System Management Process | The Supplier Alliance Member shall have documented best practice procedures and processes, as noted in paragraph 1.8 System Access Management below | |
| Security Accreditation Documentation | Cyber Essentials certification is a mandatory requirement of this Framework.  Should the Client or an Additional Client require a change in the Government Security Classification, the Supplier Alliance Member shall provide a plan which documents any changes required, any associated risks, and their mitigation. The Supplier Alliance Member shall provide any further documentation required by the Client and/or an Additional Client for the change in Impact Level. |
| Sub-Contractors Security | The Supplier Alliance Member shall ensure that its subcontractors satisfactorily support all of the security principles that the works and services must deliver. The Supplier Alliance Member shall specify:  The specific data that will be shared with sub-contractors and/or third parties  Who (names), roles (e.g. system administrator) and level of security vetting in place for Sub-Contractors and/or third parties  Documented minimum relevant security requirements, including to deliver against any security-minded approach in place  Risk to the Supplier Alliance Member and/or works or services from Sub-Contractors is regularly assessed, with appropriate controls in place  On termination, all Sub-Contractor access rights to systems or information are removed  The Supplier Alliance Member is also referred to paragraph 1.12 Information Exchange Policies below |
| Operational Security | The Supplier Alliance Member shall have processes and procedures in place to ensure the operational security of the work and services including, but not limited to:  Configuration and change management  Vulnerability management  Protective monitoring  Incident management |
| Capacity | The Supplier Alliance Member shall provide evidence and results of capacity testing and processes, including plans for expansion as Project Contracts are awarded, handling peaks and troughs and concurrent user capacity. |
| Personal Data Security | The Supplier Alliance Member shall provide evidence of robust handling processes throughout the lifecycle of all information held on the system, which conforms to the definition of personal data defined within the General Data Protection Regulation 2018.  The robust handling procedures will need to include the provision of a Privacy Impact Assessment that will specify the procedural measures implemented to ensure:  There are clearly defined roles associated with any access to customer data.  Where a role is identified as having access to customer data there shall be defined responsibilities, which detail any actions which can be performed in support of maintaining works and services delivery.  There is a defined process which authorises Supplier Alliance Member staff to be able to access customer data for the purposes of delivering the works and services.  Any individual being given access to customer data is aware of the HMG requirements for data protection.  The Supplier Alliance Member nominates an individual, as noted in paragraph 1.7.1, within its organisation who is independent from the delivery team for the works and services and who is responsible for ensuring the enforcement of the measures defined above. |

* 1. Security DocumentationRequirements
     1. The Supplier Alliance Member shall produce and maintain the following Data Security documentation in support of the *Additional Clients* security risk management of the works and services.
        1. Data Security Context – This shall enable the Supplier Alliance Member to complete and maintain a record throughout the lifetime of the Framework, to document the technical Implementation context against which the Supplier Alliance Member shall state compliance with the *Additional Clients* data security principles. The document shall provide a breakdown of the service implementation which includes:
* a description of each different type of user;
* a description of the Information Exchange with each external entity from both a service implementation and a management perspective; and
* a breakdown of the key technical aspects of the works and services implementation to a level that shall enable the *Additional Client* to assure comprehensive and consistent application coverage of the principles across the solution.
  + - 1. Data Security Compliance Statement – This shall enable the Supplier Alliance

Member to complete and maintain a record throughout the Framework Period to describe the security aspects of their service delivery and to provide evidence in support of assurance of their security controls.

* + - 1. Data Security Risk Register – This shall enable the Supplier Alliance Member to complete and maintain a register throughout the Framework Period. For each risk the Supplier Alliance Member shall provide the following information:
* an assessment of the severity of the risk;
* a description of the remediation action; and
* a target date for remediation.
  + - 1. Information Sharing Agreements – This shall enable the Supplier Alliance Member, where applicable, to share sensitive information with appropriate third parties with whom no formal contract exists.
  1. Security Audit
     1. The Client reserves the right to audit any evidence produced in support of claimed compliance with any service and security requirement.
  2. Service and Security Management
     1. The Supplier Alliance Member shall provide a suitably qualified nominated individual (the “**Supplier Security Assurance Manager**”), who is independent from the delivery team for the work and services. The Supplier Security Assurance Manager shall have overall responsibility for assuring the security of the works and services delivered under this Framework.
     2. The Supplier Alliance Member shall also provide a suitably qualified deputy to act in the absence of the Supplier Security Assurance Manager.
  3. System Access Management
     1. The Supplier Alliance Member shall provide on-going account management for their systems which shall include:
        1. Implementation procedures in line with the individual *Additional Clients* access security control based on the individual’s demonstrated need to view, add, change or delete data.
        2. User account profiles which include limiting normal users’ execution permissions and enforcing the principle of ‘least privilege’.
        3. Procedures to ensure timely action relating to requesting, establishing, issuing, suspending and closing of user accounts.
        4. A control process to review and confirm access rights periodically.
        5. IT security administration to ensure that security activity is logged and any indication of imminent security violation is reported immediately to all who may be concerned, internally and externally, and is acted upon in a timely manner.
        6. Control over the IT process of ensuring systems security that satisfies the business requirement to safeguard information, including when in transit, against unauthorised use, disclosure or modification, damage or loss and that is enabled by logical access controls which ensure that access to systems, data and programmes is restricted to authorised users and takes into consideration:
* Confidentiality and privacy requirements
* Authorisation, authentication and access control
* User identification and authorisation profiles
* ‘Need-to-have’ and ‘need-to-know’ controls
* Cryptographic key management
* Incident handling, reporting and follow-up
* Virus prevention and detection
* Firewalls
* Centralised security administration
* User training
* Tools for monitoring compliance, intrusion testing and reporting
  1. Requirements for security breach notification
     1. The *Additional Client* shall specify its requirements in the event of a security breach at the Project Contract stage.
  2. Encryption
     1. The *Additional Client* shall specify its encryption requirements at the Project Contract stage.
  3. Software Support
     1. If the support for any software used by the Supplier Alliance Member in delivering the works and services is due to expire, the Supplier Alliance Member shall ensure that it will move to a supported version of such software or to its replacement at least 6 months prior to the expiry of such support, unless otherwise specified by the *Additional Client.*
     2. The Supplier Alliance Member shall continue to support current software versions whilst updating to future software versions, through to the end of the Framework Period or the expiry of the Project Contracts established, whichever is later.
  4. Information Exchange Policies
     1. Agreements on security conditions of the information exchange policies shall take into account the following:
* Management responsibilities for controlling and notifying transmission, despatch and receipt;
* Procedures for notifying sender, transmission, despatch and receipt;
* Minimum technical standards for transmission;
* Responsibilities and liabilities in the event of loss of data;
* Use of an agreed labelling system for sensitive or critical information, ensuring that the meaning of the labels is immediately understood and that the information is appropriately protected;
* Information and software ownership and responsibilities for data protection, software copyright compliance and similar considerations;
* Technical standards for recording and reading information and software;
* Any special controls that may be required to protect sensitive items.

# Annex E – ProCure 23 (P23) Additional specification Requirements for Lots 1, 2 and 3 only.

# 1 P23 Further Information

* 1. Works and Service may be delivered or performed at any site or premises owned or controlled by the *Additional Clients* or such other location specified by the *Additional Client*.
  2. All healthcare environments, such as:
     1. acute, general and specialist hospitals,
     2. mental health facilities,
     3. primary care facilities,
     4. Various settings of widely varying genesis including new greenfield sites, recently built PFI facilities, post war rebuild and Victorian inner-city hospitals;
     5. Operationally critical and other clinical service facilities;
     6. Non-clinical facilities, including accommodation (for example, nursing, medic and other key workers) and infrastructure (for example, roads, carparks and other access);
     7. Facilities which help prevention, diagnosis and treatment of illness;
     8. Inpatient and outpatient environments.

# Works

* 1. Construction activities may include some, or all, of the following:
     1. new buildings and/or the alteration, repair, refurbishment, internal and external maintenance or extension of existing buildings, works or structures
     2. demolition, dismantling, site clearance, earth-moving, excavation, tunnelling and boring, site restoration, landscaping, laying of foundations, erection, maintenance or dismantling of scaffolding
     3. the provision of roadworks, road junctions and other access works and traffic management.
     4. utilities and services, power-lines, electronic communications apparatus, pipe-lines, water-mains, wells, sewers, plant and installations for purposes of land drainage.
     5. installation of heating, lighting, air-conditioning, ventilation, power supply, drainage, sanitation, water supply or fire protection, or security or communications systems
     6. painting or decorating the internal or external surfaces of any building or structure
     7. assembly, installation or demolition of plant or machinery
     8. the making, installation and repair of artistic works, sculptures, murals and other works which are wholly artistic in nature
     9. information technology hardware and software and innovative and emerging technology installations and services.
     10. all construction methods including traditional, modern, off-site/prefabrication and sustainable.

# Services

* 1. Design disciplines including but not limited to:
     1. Healthcare planning
     2. Architecture
     3. Structural engineering
     4. Civil engineering
     5. Mechanical and electrical engineering
     6. Acoustic engineering
     7. Landscape architecture
     8. Construction consultancy services including but not limited to:
     9. Project Management
     10. Cost consultancy
     11. Building and land surveying
     12. Traffic management
     13. Town & Country Planning
  2. The Lot descriptions for Lots 1, 2, & 3 are aligned to the works and services in Annex E paragraph 3 to 4:
  3. A *Supplier Alliance Member* shall provide access to a full suite of health design and construction works, ancillary structures and associated services, across England.
  4. Lot 1 has been divided into 7 Sub Lot regions in England and are detailed in Annex F.
  5. Lot 2 and Lot 3 cover England as a whole.

# Working with Others

* 1. The works and services will be delivered in a wide range of healthcare settings, many of which will require the *Supplier Alliance Member* to co-ordinate and co-operate with third parties on issues such as access, security. Health and safety (including CDM responsibilities), services, and facilities management plans.
  2. The *Supplier Alliance Member* will be required to co-ordinate and co-operate with the following third parties but not limited to:
     1. In-house soft and hard FM services provision;
     2. Term Service Contractors (single point providers, or ‘total fm provider’);
     3. Term Service Contractors (range of hard FM and soft FM service providers); and
     4. PFI managed hard and soft FM providers
     5. Non-estates contractors such as IT/telecoms/data contractors (in-house and external)
     6. Other capital projects to be/being provided on the site

# Additional Standards

* 1. all relevant Laws (as amended and updated);
  2. The Building Act 1984 and Building Regulations made thereunder (as amended and updated);
  3. The following standards (Standards) (as amended and updated):
     1. any technical standard published by the British Standards Institution, any international standard published by the International Organisation for Standardisation and any similar publications of other reputable or equivalent bodies that a person providing works and services of similar character and in a similar context to the Works and Services would reasonably and ordinarily be expected to comply with;
     2. any standards detailed by a *Client* in a Scheme Agreement and/or Project Agreement following a call off competition pursuant to Framework Schedule 5; and
     3. any relevant code of practice or other official guidance published or commissioned from time to time by Government with which the *Supplier Alliance Member* is required to comply.
  4. Health Building Notes and Health Technical Memorandums
  5. Public sector initiatives such as but not limited to Government Soft Landings, Building Information Modelling (BIM), Net Zero carbon, Modern Methods of Construction (MMC), smart infrastructure, estate digitalisation.

# Legislation and Client and *Additional Client* Processes and Procedures

* 1. The *Supplier Alliance Member* shall ensure that their works and services are at all times compliant with the Law of the United Kingdom, as applicable to the jurisdiction applicable to the *Project Contract*.

# Health Building Notes (HBN) and Health Technical Memorandums (HTM).

* 1. Healthcare buildings have some very particular design, construction and maintenance needs. Often these are over and above standards and legislation. The needs are captured, typically in prescriptive detail, within Health Building Notes (HBN) and Health Technical Memorandums (HTM).
  2. HBN’s give best practice guidance on the design and planning of new healthcare buildings and on the adaptation or extension of existing facilities. They provide information to support the briefing and design processes for individual projects in the NHS building programme.
  3. HTM’s give comprehensive advice and guidance on the design, installation and operation of specialised building and engineering technology used in the delivery of healthcare. The focus of HTM guidance remains on healthcare-specific elements of standards, policies and up-to-date established best practice. They are applicable to new and existing sites, and are for use at various stages during the whole building lifecycle. Healthcare providers have a duty of care to ensure that appropriate governance arrangements are in place and are managed effectively. The HTM series provides best practice engineering standards and policy to enable management of this duty of care.
  4. The HBN’s and HTM provide guidance to those involved with the design, construction and maintenance of healthcare buildings. All NHS capital projects are required to comply with HBN/ HTM’s, although derogations are permitted.
  5. The *Supplier Alliance Member* shall support the *Additional Clients* in delivering the guidance set out in the HBN’s and HTM. This includes any subsequent revisions.
  6. If there is a need for a derogation the *Supplier Alliance Member* must submit, in writing, a detailed report to the Project Manager explaining the reasons for the noncompliance. The Project Manager must approve the derogation in writing in advance of any work being carried out.
  7. [Full list of current and archived content.](https://www.england.nhs.uk/estates/complete-list-of-publications-related-to-nhs-estates/%20%20)

# Net Zero Carbon and Sustainability

* 1. The *Supplier Alliance Member* and its *Supply Chain* are required to work closely with *Client*s and develop proposals, innovations, digital tools and solutions that help achieve the NHS to achieve net zero emissions:
     1. for the NHS Carbon Footprint (emissions under NHS direct control), net zero by 2040, with an ambition for an interim 80% reduction by 2028-2032, and;
     2. for the NHS Carbon Footprint Plus, (which includes our wider *Supply Chain*), net zero by 2045, with an ambition for an interim 80% reduction by 2036-2039

.

* 1. Buildings designed/constructed/occupied under ProCure23 will increasingly through the life of the FAC be required to be net zero carbon. Accordingly, the *Supplier Alliance Member* Is expected to be knowledgeable, adaptable and responsive in their solutions and proposals for Projects.
  2. The *Supplier Alliance Member* shall provide support to the NHS Net Zero strategic priorities and proactively contribute to this developing policy area.
  3. The *Supplier Alliance Member* will be required to advise on and implement digital solutions that improve carbon and suitability performance both in design and in use.
  4. NHS Net Zero, which is a developing NHS policy initiative aiming to assist and drive the NHS to reach net zero carbon standards as soon as possible. Whilst carbon reduction in the NHS is a wider matter than buildings alone (i.e. telemedicine, digitalisation, green fleet etc) design and construction of buildings will contribute hugely to achieving the required savings and enhancing sustainability. To assist NHSEI are currently developing policy and tools such as the Net Zero Carbon Capital Planning Tool and a new Zero Carbon Hospital Standard. Such new tools, along with the *Supplier Alliance Member* and *Supply Chain* initiatives and innovations are expected to work alongside and stretch existing sustainability requirements such as the current requirement that projects >£2m must achieve Excellent for new build and Very Good for refurbishment and the *Supplier Alliance Member* is required to develop solutions for *Additional Clients* which:
     1. maximise energy efficiency, resource efficiency and reuse/recycling
     2. mitigate climate change impacts through the construction process and reductions in construction waste.
  5. The *Supplier Alliance Member* will need to work with *Additional Clients* to ensure buildings perform as designed and understand and break down the barriers that prevent this.
  6. The *Supplier Alliance Member* must be proficient, practiced and capable of delivering the following:

# Quality

* 1. The *Supplier Alliance Member* must meet quality obligations as agreed with their *Additional Clients* and also in compliance with NEC4 ECC/ECSC core clause 40 to consistently deliver high standards of quality management and quality delivery.
  2. The *Supplier Alliance Member* shall work with *Additional Clients* to ensure clear and appropriate *Project Brief*ing, with the requisite definition to achieve the Project objectives. Thereafter, the *Supplier Alliance Member*’s output solution must achieve the functional, performance and reliability requirements agreed in accordance with the Scheme Agreement to enable the *Additional Clients* to achieve its target benefits. NEC4 requires the *Supplier Alliance Member* to obtain NEC PM acceptance of, and thereafter adherence to, a project specific quality plan, clearly setting out methodology and process to achieve the quality requirements of the scope.
  3. The *Supplier Alliance Member* will be required to work with the *Additional Clients* in the early planning stages of multiple project schemes. The *Supplier Alliance Member* will be expected to bring their knowledge of construction methodology, construction risk, phasing and programming at this early stage to optimise the master programme and reduce abortive cost to get best value for their *Additional Client*.
  4. The *Supplier Alliance Member* must understand the HM Treasury and NHS business case requirements and processes relating to risk management and work closely with *Additional Client*s on projects to ensure these processes align with the NEC4 early warning and compensation event mechanisms and ensure risk allowances, optimism bias and contingency allowances are proactively managed and provide value for money.
  5. The *Supplier Alliance Member* must be able to demonstrate the value for money is achieved through all project stages and have knowledge and experience of the relevant HM Treasury and NHS England business case process for value for money. The *Supplier Alliance Member* must have the capability, tools and expertise to assess whole life costs and proactively work with *Additional Client*s to ensure whole life costs are embedded in the design and construction processes.

# Data Management and Management Information

* 1. The data NHSEI receive from *Supplier Alliance Members* will be held on a secure web-based system, and will not be accessible by other *Supplier Alliance Members*. However, NHSEI will share the collected data within NHSEI, and occasionally with other government departments such as Department of Health and Social Care and Infrastructure and Property Authority. In addition, NHSEI may use the data provided to collate and publish statistics, sometimes by Supplier Alliance Member.

# Risk Management

* 1. The NHEI requires the *Supplier Alliance Member* to provide teams who are well managed, motivated and resourced to consistently and dependably deliver the *Supplier Alliance Member*s obligations fully and successfully. This includes but is not limited to:
     1. implementation of a full and proper governance structure with ultimate responsibility remaining with a board level sponsor. The Client will be responsible for all framework activities, and will be the point of contact for all queries and issues
     2. personnel who are competent for the role they will be performing within the Framework and for individual call-off contracts
     3. staff suitably qualified and/or experienced, providing a diverse range of skills and backgrounds to ensure the *Supplier Alliance Member* has rounded abilities
     4. implementation of a development programme to constantly enhance and grow staff depth and capability
     5. possessing energy and management to mobilise, immediately after appointment as a *Supplier Alliance Member*, so that the *Supplier Alliance Member* quickly and effectively concludes preparatory works to ensure that it, and its *Supply Chain*, is ready to receive and react to call-off opportunities from the day on which ProCure23 goes live, with a thorough understanding of the Framework Agreement and its processes
     6. maintenance of sufficient capacity throughout the life of ProCure23, in response to the competing demands of both work won and new bidding opportunities and team resilience to manage flexing demands
     7. processes to ensure delivery and visibility of the framework within the organisation including at board level
     8. the *Supplier Alliance Member* will ensure that continual improvement is delivered to the *Additional* *Client*s across all schemes and projects via their differing project workforces, which will be a key to achieving consistency of excellence.
  2. It is recognised that competence comes from a blend of qualification and experience. The following minimum levels of competence would be expected, although extensive and relevant experience may be considered in lieu of qualifications both academic and professional:
     1. Director/Partner - Chartered status with minimum 15 years post charter experience
     2. Associate/Principal - Chartered status with minimum 10 years post charter experience
     3. Senior Professional - Chartered status with minimum 5 years post charter experience
  3. Professional - HNC with minimum of 5 years post-qualification experience
  4. Technical - HNC/ONC with 2 years of post-qualification experience
  5. Site Supervisor - Suitable construction related qualification with a minimum of 5 years supervisory experience post qualification
  6. The *Supplier Alliance Member* shall operate the NEC4 ECC/ECSC contract and implement the day-to-day project management processes including up-to-date compliant programmes, compliant early warning registers, timely recording and agreement of scope change and the associated compensation event process. The *Supplier Alliance Member* shall use these tools, along with their skills and experience, to ensure consistent excellence in project management to ultimately achieve contractually timely zero-defect completion and enable the *Additional* *Client* to achieve the benefits of the scheme, and each project within it, in the most streamline, minimally disruptive and high-quality way. These requirements apply to the full project lifecycle including design and occupancy phases.
  7. The NHSEI requires proactive and collaborative risk management. This includes working collaboratively with the *Additional Client* on the identification of risks, proactive identification of mitigation measures and active management of risks. The *Supplier Alliance Member* shall make proper use of the NEC4 early warning register.
  8. Risk management, including ownership and acceptance, must be clear and considered, including the budgeting of risk premiums. The *Supplier Alliance Member* shall ensure business continuity and crisis management plans are in place and available for review for whole programme risks.
  9. The *Supplier Alliance Member* shall have an appreciation of flexing and transforming operational challenges and pressures on NHS *Client*s, as well as the processes, policies and legislation within which they must act and deliver. The *Supplier Alliance Member* must have a detailed appreciation of working in live acute, primary care and mental health environments all of which have differing clinical demands. *Supplier Alliance Member*s must be able to work flexibly with local clinical, operational and estates teams to minimise the impact of construction activities on their clinical and operational capacity and continuity.
  10. The *Supplier Alliance Member* must also be aware of the practicalities of delivery within policies and legislation applicable to the health-service.
  11. The creation and fostering of open and honest dialogue is expected, along with regular and detailed Project status checks assessing data and stakeholder perceptions to attain early sight of developing issues. Risks and issues must be clearly stated and addressed before their impact affects the project. To help Project teams who are struggling to resolve issues, the *Supplier Alliance Member* shall have robust governance procedures and empowerment where senior representatives can resolve problems with their counterparts within the *Additional Client*. Early notification to the NHSEI of issues that cannot be resolved at a senior level is required before reference to mediation or adjudication

# Meetings

* 1. The *Supplier Alliance Member* shall attend regular meetings as required, in line with their roles and responsibilities for the full lifecycle of the project, as noted in the *Project Contract*. This may include, but is not limited to, the following meetings:
     1. Partnership Board
     2. training (Lots 1/2/3)
     3. marketing (Lots 1/2/3)
     4. commercial (Lots 1/2/3)
     5. data (Lots 1/2/3)
     6. IA liaison (Lots 1/2/3)
     7. Efficiency and Productivity Programme (Lots 1/2/3)
     8. Design (in repeatable room, GSL, POE)
     9. Category Component Standard
     10. MMC/Smart Infrastructure/Emerging Tech
     11. Future Standards and
     12. any other meeting necessary to progress and deliver the works and services

# Social Value

* 1. The Authority requires the *Supplier Alliance Member* to ensure and maintain a skilled and proficient workforce via the provision of open, transparent and equal opportunity appointments within your business and *Supply Chain*. The *Supplier Alliance Member* is increasingly expected to demonstrate that its workforce does not reflect common under-representation of people based on discriminatory grounds such as (but not limited to) gender, race, ethnicity, sexuality and disability.
  2. The *Supplier Alliance Member* must have a programme for the employment and training of apprentices.
  3. The *Supplier Alliance Member* is expected strongly to embrace different initiatives and innovations to ensure ProCure23 maximises the benefits to the community affected by, served by and engaged with Projects.
  4. The *Supplier Alliance Member* will be expected to overcome implementation barriers as well as develop and employ new strategies to ensure constant and demonstrable betterment to community and legacy benefit.
  5. ProCure23 will be expected to achieve and maximise long term residual economic, social and environmental well-being and benefits beyond contract completion. It is important that social value initiatives are measurable and supported by robust evidence.
  6. buildings are the physical manifestation of the NHS. In future we would like them to lead a community and nation by example, especially in delivery of net zero carbon and social value.
  7. P23 *Supplier Alliance Member*s and their *Supply Chain* will be integral to achieving this, by working closely with *Additional Clients* to develop proposals, innovations, digital tools and solutions that help the NHS to achieve its objectives particular to net zero carbon and social value. The associated positive knock on consequences, both nationally and locally, should be a considerable and demonstrable output from all P23 projects.
  8. *The Additional Client*s will consider, at call-off, the many drivers of Net Zero Carbon, Sustainability and Social Value. Drivers will be ever evolving and will be both nationally derived (such as statute, PPN’s, NHSEI funding conditions etc) as well as locally derived (such as Planning Conditions, geography, responding to prevalent themes in the local community etc). Therefore, at call-off level, the *Additional Clients* will shape their selection criteria to embrace themes they deem are most appropriate and important to their project particulars and their communities. It is expected that the *Additional Client*s’ variable selection criteria will use themes and their weightings to articulate their requirements, and that *Supplier Alliance Member* selection will be heavily predicated on these.
  9. Whilst the *Additional Clients* will continually vary Social Value, Net Zero Carbon and Sustainability requirements locally at P23 call-off, it is important as part of this P23 framework appointment that bidders demonstrate their commitment and abilities to demonstrably deliver against these far reaching objectives.
  10. We require P23 projects to maximise delivery of legacy benefits to the community affected by, served by and engaged with the project. We require P23 projects to help meet the NHS Net Zero Policy. First published in October 2020 it should be familiar to bidders. It requires:
  11. for the NHS Carbon Footprint (emissions under NHS direct control), net zero by 2040, with an ambition for an interim 80% reduction by 2028-2032, and;
  12. for the NHS Carbon Footprint Plus, (which includes our wider *Supply Chain*), net zero by 2045, with an ambition for an interim 80% reduction by 2036-2039.
  13. Buildings designed/constructed/occupied under P23 will increasingly through the life of the framework be required to be net zero carbon. Accordingly, *Supplier Alliance Member*s are expected to be knowledgeable, adaptable and responsive in their solutions and proposals for Projects.
  14. *Supplier Alliance Member*s should be able to demonstrate their understanding and how they can contribute to this developing policy area, and will be required to advice on and implement digital solutions that improve carbon and sustainability performance both in design and in use.
  15. Carbon reduction in the NHS is a wider matter than buildings alone (i.e. telemedicine, digitalisation, green fleet etc.). However, the design and construction of buildings will contribute hugely to achieving the required savings and enhancing sustainability. To assist NHSE/I are developing policy and tools such as the Net Zero Carbon Capital Planning Tool and a new Zero Carbon Hospital Standard. Such new tools, along with *Supplier Alliance Member* and *Supply Chain* initiative and innovation, are expected to work alongside and stretch existing sustainability requirements (such as the current requirement that projects >£2m must achieve Excellent for new build and Very Good for refurbishment). *SUPPLIER ALLIANCE MEMBER*s are required to develop solutions for the *Additional Clients* which:
      1. Maximise Energy Efficiency, Resource Efficiency And Reuse/Recycling Mitigate Climate Change Impacts Through The Construction Process And Reductions In Construction Waste *Supplier Alliance Member*s Will Need To Work With the *Additional* *Client*s To Ensure Buildings Perform As Designed And Understand And Break Down The Barriers That Prevent This.
  16. *Supplier Alliance Member*s, as the appointed designer and constructor of P23 projects, will be trusted and required to demonstrably achieve the Social Value, Net Zero carbon and Sustainability requirements suggested above. Therefore as part of their framework bids *Supplier Alliance Member*s should communicate their:
      1. initiatives and innovations (sample of)
      2. proposals for implementing such initiatives/innovations (including breaking down implementation barriers)
      3. proposals for ensuring opex and capex affordability
      4. commitments to developing and employing new strategies to ensure constant demonstrable community betterment and project legacy
  17. intentions for robustly demonstrating achievement of social value, legacy benefit, sustainability and carbon reduction/neutrality (if not net negative)

# Innovation, Smart Technology and Modern Methods of Construction

* 1. Driving continuous improvement and innovation is a key aim of P23, to facilitate delivery of local and national priorities including but not limited to:
     1. transforming the construction sector’s productivity,
     2. meeting Government and NHS commitments to Net Zero Carbon,
     3. improving the way we deliver and extract maximum whole life value from infrastructure,
     4. help the industry respond to the recommendations of the Independent Review of Building Regulations and Fire Safety,
     5. helping local communities to manage and recover from the impact of COVID-19 and
     6. Improve the efficiency of healthcare delivery to meet the needs of citizens.
  2. The NHEI requires that the *Supplier Alliance Member*, over the lifetime of ProCure23, innovates and improves its own capabilities, and works collaboratively across the P23 Framework to deliver demonstrably improved value for money.
  3. The *Supplier Alliance Member* is required to work with its *Additional Client*s and *Supply Chain* to ensure projects inform, embrace and comply with NHS policy initiatives, emerging research, disruptive innovations, technology and transformative programmes including but not limited to:
  4. Smart Infrastructure and Modern Methods of Construction, to demonstrably achieve the positive benefits being increasingly leveraged from modernising construction methods. Positive benefits expected to be demonstrably achieved include:

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| --- | --- |
| Time | Waste |
| Quality | Health and safety |
| Cost | Environmental impact |
| Productivity |  |

* + 1. Standardised components, including the *Supplier Alliance Member* collaborating with Other Framework Partners to pool their buying power for commonly used components in health construction. With *Supplier Alliance Member*s working together and approaching component suppliers as a group rather than singularly for each Project, *Supplier Alliance Member*s can leverage preferential rates, plus other no-cost benefits such as warranty extensions, accelerated delivery, enhanced aftersales and free design review.
    2. Standardised and Repeatable designs to enable Projects to ‘drag and drop’ ready designed clinically compliant rooms to populate and inform designs quickly. Under ProCure23, the P22 Repeatable Rooms initiative is expected to be built on in, and more fully utilised to demonstrably achieve savings in design time and associated cost (including internal time and external fees) and enable Projects to conclude their design process quicker than ordinarily.
    3. Development input to, and thereafter the embrace of, emerging technologies will be required from the *Supplier Alliance Member* to enable the modernisation and futureproofing of the NHS estate and NHS practices.
  1. Examples of relevant information on this topic includes but is not limited to the following:
     1. NHS Improvement and NHS England Business Case Guidance for Modern Methods of Construction;
     2. [Construction 2025: industrial strategy for construction \ government and industry working in partnership 2013;](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/210099/bis-13-955-construction-2025-industrial-strategy.pdf)
     3. [Industry Strategy Construction Sector deal 2018](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/731871/construction-sector-deal-print-single.pdf)
     4. [Government Construction Strategy 2016-2020](https://www.gov.uk/government/publications/government-construction-strategy-2016-2020)
     5. [Transforming Infrastructure Performance 2017](https://www.gov.uk/government/publications/transforming-infrastructure-performance)
     6. [Cambridge Centre for Smart Infrastructure and Construction](https://www-smartinfrastructure.eng.cam.ac.uk/)
     7. [Construction Innovation Hub](https://constructioninnovationhub.org.uk/)

# Annex F Geographical NHS regions

Lot 1 has been sub-divided into 7 geographical NHS regions in England as shown in the table and in the map of the United Kingdom below. Lot 2 and Lot 3 are national lots covering all 7 regions.

The tables beneath the map show the UK NUTS 1 (Eurostat Nomenclature of Territorial Units for Statistics) Codes that apply to each NHS region.

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| **Lot No.** | **NHS Geographic Region** | **NUTS Codes** |
| 1.1 | North East (Includes Yorkshire and the Humber) | UKC and UKE |
| 1.2 | North West | UKD |
| 1.3 | Midlands (East and West) | UKF and UKG |
| 1.4 | East of England | UKH |
| 1.5 | London | UKI |
| 1.6 | South East | UKJ |
| 1.7 | South West | UKK |



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| **NHS Geographic Region – North East** | **NUTS Codes** |
| **North East (Includes Yorkshire and the Humber)** | **UKC and UKE** |
| **North East** | **UKC** |
| Tees Valley and Durham | UKC1 |
| Hartlepool and Stockton-on-Tees | UKC11 |
| South Teesside | UKC12 |
| Darlington | UKC13 |
| Durham CC | UKC14 |
| Northumberland and Tyne and Wear | UKC2 |
| Northumberland | UKC21 |
| Tyneside | UKC22 |
| Sunderland | UKC23 |
| **Yorkshire and the Humber** | **UKE** |
| East Yorkshire and Northern Lincolnshire | UKE1 |
| Kingston upon Hull, City of | UKE11 |
| East Riding of Yorkshire | UKE12 |
| North and North East Lincolnshire | UKE13 |
| North Yorkshire | UKE2 |
| York | UKE21 |
| North Yorkshire CC | UKE22 |
| South Yorkshire | UKE3 |
| Barnsley, Doncaster and Rotherham | UKE31 |
| Sheffield | UKE32 |
| West Yorkshire | UKE4 |
| Bradford | UKE41 |
| Leeds | UKE42 |
| Calderdale and Kirklees | UKE44 |
| Wakefield | UKE45 |

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| **NHS Geographic Region – North West** | **NUTS Codes** |
| **North West** | **UKD** |
| Cumbria | UKD1 |
| West Cumbria | UKD11 |
| East Cumbria | UKD12 |
| Greater Manchester | UKD3 |
| Manchester | UKD33 |
| Greater Manchester South West | UKD34 |
| Greater Manchester South East | UKD35 |
| Greater Manchester North West | UKD36 |
| Greater Manchester North East | UKD37 |
| Lancashire | UKD4 |
| Blackburn with Darwen | UKD41 |
| Blackpool | UKD42 |
| Lancaster and Wyre | UKD44 |
| Mid Lancashire | UKD45 |
| East Lancashire | UKD46 |
| Chorley and West Lancashire | UKD47 |
| Cheshire | UKD6 |
| Warrington | UKD61 |
| Cheshire East | UKD62 |
| Cheshire West and Chester | UKD63 |
| Merseyside | UKD7 |
| East Merseyside | UKD71 |
| Liverpool | UKD72 |
| Sefton | UKD73 |
| Wirral | UKD74 |

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| **NHS Geographic Region – Midlands** | **NUTS Codes** |
| **Midlands (East and West)** | **UKF and UKG** |
| **East Midlands** | **UKF** |
| Derbyshire and Nottinghamshire | UKF1 |
| Derby | UKF11 |
| East Derbyshire | UKF12 |
| South and West Derbyshire | UKF13 |
| Nottingham | UKF14 |
| North Nottinghamshire | UKF15 |
| South Nottinghamshire | UKF16 |
| Leicestershire, Rutland and Northamptonshire | UKF2 |
| Leicester | UKF21 |
| Leicestershire CC and Rutland | UKF22 |
| West Northamptonshire | UKF24 |
| North Northamptonshire | UKF25 |
| Lincolnshire | UKF3 |
| Lincolnshire | UKF30 |
| **West Midlands** | **UKG** |
| Herefordshire, Worcestershire and Warwickshire | UKG1 |
| Herefordshire, County of | UKG11 |
| Worcestershire | UKG12 |
| Warwickshire | UKG13 |
| Shropshire and Staffordshire | UKG2 |
| Telford and Wrekin | UKG21 |
| Shropshire CC | UKG22 |
| Stoke-on-Trent | UKG23 |
| Staffordshire CC | UKG24 |
| West Midlands | UKG3 |
| Birmingham | UKG31 |
| Solihull | UKG32 |
| Coventry | UKG33 |
| Dudley | UKG36 |
| Sandwell | UKG37 |
| Walsall | UKG38 |
| Wolverhampton | UKG39 |

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| **NHS Geographic Region – East of England** | **NUTS Codes** |
| **East of England** | **UKH** |
| East Anglia | UKH1 |
| Peterborough | UKH11 |
| Cambridgeshire CC | UKH12 |
| Suffolk | UKH14 |
| Norwich and East Norfolk | UKH15 |
| North and West Norfolk | UKH16 |
| Breckland and South Norfolk | UKH17 |
| Bedfordshire and Hertfordshire | UKH2 |
| Luton | UKH21 |
| Hertfordshire | UKH23 |
| Bedford | UKH24 |
| Central Bedfordshire | UKH25 |
| Essex | UKH3 |
| Southend-on-Sea | UKH31 |
| Thurrock | UKH32 |
| Essex Haven Gateway | UKH34 |
| West Essex | UKH35 |
| Heart of Essex | UKH36 |
| Essex Thames Gateway | UKH37 |

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| **NHS Geographic Region – London** | **NUTS Codes** |
| **London** | **UKI** |
| Inner London – West | UKI3 |
| Camden and City of London | UKI31 |
| Westminster | UKI32 |
| Kensington & Chelsea and Hammersmith & Fulham | UKI33 |
| Wandsworth | UKI34 |
| Inner London – East | UKI4 |
| Hackney and Newham | UKI41 |
| Tower Hamlets | UKI42 |
| Haringey and Islington | UKI43 |
| Lewisham and Southwark | UKI44 |
| Lambeth | UKI45 |
| Outer London – East and North East | UKI5 |
| Bexley and Greenwich | UKI51 |
| Barking & Dagenham and Havering | UKI52 |
| Redbridge and Waltham Forest | UKI53 |
| Enfield | UKI54 |
| Outer London – South | UKI6 |
| Bromley | UKI61 |
| Croydon | UKI62 |
| Merton, Kingston upon Thames and Sutton | UKI63 |
| Outer London – West and North West | UKI7 |
| Barnet | UKI71 |
| Brent | UKI72 |
| Ealing | UKI73 |
| Harrow and Hillingdon | UKI74 |
| Hounslow and Richmond upon Thames | UKI75 |

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| **NHS Geographic Region – South East** | **NUTS Codes** |
| **South East** | **UKJ** |
| Berkshire, Buckinghamshire and Oxfordshire | UKJ1 |
| Berkshire | UKJ11 |
| Milton Keynes | UKJ12 |
| Buckinghamshire CC | UKJ13 |
| Oxfordshire | UKJ14 |
| Surrey, East and West Sussex | UKJ2 |
| Brighton and Hove | UKJ21 |
| East Sussex CC | UKJ22 |
| West Surrey | UKJ25 |
| East Surrey | UKJ26 |
| West Sussex (South West) | UKJ27 |
| West Sussex (North East) | UKJ28 |
| Hampshire and Isle of Wight | UKJ3 |
| Portsmouth | UKJ31 |
| Southampton | UKJ32 |
| Isle of Wight | UKJ34 |
| South Hampshire | UKJ35 |
| Central Hampshire | UKJ36 |
| North Hampshire | UKJ37 |
| Kent | UKJ4 |
| Medway | UKJ41 |
| Kent Thames Gateway | UKJ43 |
| East Kent | UKJ44 |
| Mid Kent | UKJ45 |
| West Kent | UKJ46 |

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| **NHS Geographic Region – South West** | **NUTS Codes** |
| **South West** | **UKK** |
| Gloucestershire, Wiltshire and Bristol/Bath area | UKK1 |
| Bristol, City of | UKK11 |
| Bath and North East Somerset, North Somerset and South Gloucestershire | UKK12 |
| Gloucestershire | UKK13 |
| Swindon | UKK14 |
| Wiltshire CC | UKK15 |
| Dorset and Somerset | UKK2 |
| Bournemouth and Poole | UKK21 |
| Dorset CC | UKK22 |
| Somerset | UKK23 |
| Cornwall and Isles of Scilly | UKK3 |
| Cornwall and Isles of Scilly | UKK30 |
| Devon | UKK4 |
| Plymouth | UKK41 |
| Torbay | UKK42 |
| Devon CC | UKK43 |