Highways in England Company Limited

REGIONAL DELIVERY PARTNERSHIP

VOLUME 1a

Delivery Integration Partner Framework Contract

(May 2018)

Lot [●]

Version. No.	Issue Date	Amendments	Initials	Date
1.0	23/04/18	Tender issue		23/04/18
1.1	31/05/18	Sentence added to 11.2(29) "This definition deletes and replaces clause 11.2 (19) of NEC4 ECC."	CS	31/05/18

THIS CONTRACT is made the [.....] day of [.....] [20..]

PARTIES:

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ and

2. [.....] a company incorporated in and in accordance with the laws of [.....] having as its registered number [.....] and its registered office at [.....].

RECITALS

(A) The *Client* wishes to appoint a number of suppliers to provide works and services in connection with the delivery of the Regional Investment Programme and for that purpose has issued invitations to tender to, amongst others, the *Supplier*.

(B) In response to the *Client*'s invitation to tender, the *Supplier* has submitted a tender to support the delivery of the Regional Investment Programme by undertaking packages and schemes of work and by acting as a Delivery Integration Partner within Lot [●], all as more particularly described in the Framework Information.

(C) The *Client* has accepted the *Supplier's* tender and now wishes to appoint the *Supplier* on the terms of this contract.

(D) It is the intention of the Parties that the *Supplier* will be allocated Packages and Standalone Schemes as detailed in, and in accordance with the procedures described in, Sections 6 to 15 of the Framework Information.

OPERATIVE PROVISIONS

1 General

Actions **10**

10.1 The Parties and the *Client's Representative* shall act as stated in this contract.

10.2 The Parties and the *Client's Representative* act in a spirit of mutual trust and co-operation.

11

Identified and defined terms

11.1 In this contract, terms identified in the Contract Data are in italics and defined terms have capital initials.

11.2 (1) Associated Company is any of

- the *Supplier's lead design consultant* or any replacement consultant approved by the *Client*,
- a Consortium Member or
- any company, corporation, partnership, joint venture or other entity which directly or indirectly Controls, is under the Control of or is under common Control with the *Supplier* or a Consortium Member.

(2) Change of Control is an event where any single person, or group of persons acting in concert, acquires Control of the *Supplier* or a Consortium Member or acquires a direct or indirect interest in the relevant share capital of the *Supplier* or a Consortium Member, as a result of which that person or group of persons holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the *Supplier* or a Consortium Member.

(3) Consortium Member is an organisation which is a member of the group of economic operators comprising the *Supplier*, whether as a participant in a non-integrated joint venture or a shareholder in a joint venture company.

(4) Control has the meaning set out in section 1124 of the Corporation Tax Act 2010.

(5) Controller is the single person (or group of persons acting in concert) that

- has Control of the *Supplier* or a Consortium Member or
- holds or controls the largest direct or indirect interest in the relevant share capital of the *Supplier* or a Consortium Member.

(6) A Corrupt Act is

- the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or
- abusing any entrusted power for private gain

in connection with this contract or any other contract with the *Client*. This includes any commission paid as an inducement which was not declared to the *Client* before the date this contract came into existence.

(7) Credit Rating is the *credit rating* or any revised long term credit rating issued by a rating agency accepted by the *Client* in respect of the *Supplier*, a Consortium Member or any Guarantor.

(8) The Data Protection Acts are the General Data Protection Regulation (EU 2016/679) and any other laws or regulations relating to privacy or personal data.

(9) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).

(10) Financial Standing Test is the financial test for the *Supplier*, a Consortium Member or a proposed guarantor used in the selection stage of the competition for this contract.

(11) Framework Contract Data are the data in Annex One.

(12) Framework Information is information which specifies how the Parties work together and is in the document which the Contract Data states it is in.

(13) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 and
- any future legislation introduced to counteract tax advantages arising from

abusive arrangements to avoid National Insurance contributions.

(14) Guarantor is a person who gives a Parent Company Guarantee to the *Client*.

(15) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.

(16) Intellectual Property Rights or IPRs are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.

(17) Market Share Rules are the rules set out in the Framework Information that restrict

- the maximum number of Lots which the *Supplier* or an Associated Company (or any joint venture of which the *Supplier* or an Associated Company is a member) may be awarded, including the rule that no supplier may be awarded Lots in both Bands A and B,
- the ability of the *Supplier* to be a Consortium Member in more than one joint venture across the Regional Investment Programme or
- the maximum proportion of the Regional Investment Programme which may be delivered by the *Supplier*, whether alone or as a participant in a joint venture.

(18) A Package is a package of Schemes allocated to the *Supplier* under this contract.

(19) A Package Contract is a contract for a Package in the form set out in Annex Two.

(20) Parent Company Guarantee is a parent company guarantee of the *Supplier's* performance in the form set out in the Framework Information.

(21) The Parties are the *Client* and the *Supplier*.

(22) Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as “personal data” under the Data Protection Acts.

(23) Quality Management Points are points accrued by the *Supplier* in relation to a Scheme in accordance with the quality table in Annex A to the Scope.

(24) Regional Investment Programme is the programme of Schemes required by the *Client*‘s Major Projects and Operations Directorates to be delivered by the *Supplier* and others during Roads Periods 1 and 2, all as detailed in the Framework Information.

(25) Relevant Tax Authority is HM Revenue & Customs or, if the *Supplier* is established in another jurisdiction, the tax authority in that jurisdiction.

(26) A Scheme is a project comprising design and construction works to be carried out within the *framework scope*.

(27) A Scheme Contract is a contract for the development and delivery of a Scheme in the form set out in Annex Three, including the Form of Agreement, the Scheme Contract Data and the additional conditions of contract.

(28) A Standalone Scheme is a Scheme that does not form part of a Package.

(29) Subcontractor is a person or organisation who has a contract with the *Supplier* to provide works or services or to supply plant, materials or equipment necessary for performance of the *Supplier*’s obligations under any Scheme Contract. This definition deletes and replaces clause 11.2 (19) of NEC4 ECC.

(30) Tax Non-Compliance is where a tax return submitted by the *Supplier* or a Consortium Member to a Relevant Tax Authority on or after 1 October 2012

- is found on or after 1 April 2013 to be

incorrect as a result of

- a Relevant Tax Authority successfully challenging the *Supplier* or a Consortium Member under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect or
- the failure of an avoidance scheme in which the *Supplier* or a Consortium Member was involved which was (or should have been) notified to a Relevant Tax Authority under the DOTAS or a similar regime or

- gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the date of award of this contract or to a civil penalty for fraud or evasion.

(31) Technical Adviser is any person or organization appointed to provide technical assurance services in relation to the part of the Regional Investment Programme that is being delivered by the *Supplier*.

(32) Threshold Level is the threshold level of Quality Management Points stated in the Scope.

Interpretation 12

12.1 In this contract and in any Package Contract or Scheme Contract, except where the context shows otherwise, references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it.

12.2 An amount due under a Package Contract or a Scheme Contract that is calculated by reference to a sum incurred by any person includes value added tax only to the extent that it is not recoverable as input tax by that person (or a member of the same tax group) by set-off or repayment.

12.3 Where, under this contract or any Package Contract or Scheme Contract, a sum of money is recoverable from or payable by the *Supplier,* such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Supplier* under this contract, any Package Contract or Scheme Contract or any other contract with the *Client*.

12.4 This contract and any Package Contract are governed by the *law of the contract*.

Communications 13

13.1 Each communication which this contract requires is communicated in a form which can be read, copied and recorded. Writing is in the *language of the contract*.

13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.

13.3 The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person

- the terms of this contract or any Package Contract or Scheme Contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Supplier* in the course of performing its obligations under this contract or any Package Contract or Scheme Contract

except that the *Supplier* may disclose information

- to its legal or other professional advisers,
- to anyone employed by it or acting on its behalf as needed to enable the *Supplier* to perform its obligations,
- where required to do so by law or by any

professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Supplier* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
- with the consent of the *Client*.

13.4 The *Supplier* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under this contract or any Package Contract or Scheme Contract.

The *Client's Representative* **14**

14.1 The *Client* may replace the *Client's Representative* after notifying the *Supplier* of the name of the replacement.

Parent Company Guarantee **15**

15.1 If required by the *Client*, the *Supplier* gives to the *Client* a Parent Company Guarantee. If the Parent Company Guarantee was not given by the date of award of this contract, it is given to the *Client* within four weeks of the date of award of this contract or of the *Client*'s request, whichever is later. Parent Company Guarantees are given by

- for a standalone company – the Controller or
- for a joint venture (whether incorporated or unincorporated) – the Controller of each Consortium Member.

In all cases it is for the *Client* to decide (in its

discretion) whether it will accept a Parent Company Guarantee from a company other than the Controller.

Merger, take-over, Change of Control and financial distress **16**

16.1 The *Supplier* notifies the *Client* immediately if a Change of Control has occurred or is expected to occur, except only to the extent that (and for as long as) it is prevented from doing so by any disclosure restriction imposed on it by any tribunal or regulatory authority.

16.2 The *Supplier* notifies the *Client* immediately of any material change in

- the direct or indirect legal or beneficial ownership of any shareholding in the *Supplier* or a Consortium Member. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the *Supplier* or a Consortium Member, or
- the composition of the *Supplier* or a Consortium Member. A change is material if it directly or indirectly affects the performance of this contract or any Package Contract or Scheme Contract by the *Supplier* or is considered substantial in accordance with Regulation 72(8)(e) of the Public Contracts Regulations 2015.

16.3 The *Supplier* notifies the *Client* immediately of any change or proposed change in the name or status of the *Supplier* or a Consortium Member.

16.4 The *Supplier* notifies the *Client* immediately if any of the following events occurs in relation to the *Supplier*, a Consortium Member or a Guarantor

- its Credit Rating falls below the relevant *credit rating*,
- there is a further fall in its Credit Rating below the relevant *credit rating,*
- it issues a profits warning to a stock

exchange or makes any other public announcement about a material deterioration in its financial position or prospects,

- it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
- it commits a material breach of its covenants to its lenders or
- its financial position or prospects deteriorate to such an extent that it would not meet the Financial Standing Test.

16.5 If a Change of Control occurs, the *Supplier* provides to the *Client*

- certified copies of the audited consolidated accounts of the Controller for the last three financial years,
- a certified copy of a board minute of the Controller confirming that it will give to the *Client* a Parent Company Guarantee if so required by the *Client*,
- any other information required by the *Client* in order to determine whether the Controller meets the Financial Standing Test and
- any other information requested by the *Client* in order to satisfy itself that the *Supplier* remains in a position to perform its obligations under this contract, any Package Contract and any Scheme Contract.

16.6 If a Change of Control or any of the events listed in clauses 16.2 to 16.4 occurs, the *Client* may require the *Supplier* to give to the *Client* a Parent Company Guarantee from the Controller or (if the Controller does not meet the Financial Standing Test) an alternative guarantor proposed by the *Supplier* and accepted by the *Client.*

16.7 A reason for not accepting an alternative guarantor proposed by the *Supplier* is that it does not

- meet the Financial Standing Test,
- provide the legal opinion required in clause 80.1 or
- have a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause 16.4 has occurred.

16.8 If so required by the *Client*, the *Supplier* within four weeks after the *Client* notifies the requirement gives to the *Client* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Client.*

16.9 The *Client* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Supplier* who does not meet the Financial Standing Test if the *Supplier* gives to the *Client* an assurance that the Controller or the alternative guarantor will meet the Financial Standing Test within 18 months of the *Client*'s acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Client* that it will meet the Financial Standing Test by the end of that period.

Tax Non-Compliance **17**

17.1 The *Supplier* warrants that it has notified the *Client* of any Tax Non-Compliance or any litigation in which the *Supplier* or a Consortium Member is involved relating to any Tax Non-Compliance prior to the date of award of this contract.

17.2 The *Supplier* notifies the *Client* within one week of any Tax Non-Compliance occurring after the date of award of this contract and provides details of

- the steps the *Supplier* is taking to address the Tax Non-Compliance and to prevent a recurrence,
- any mitigating factors that it considers relevant and
- any other information requested by the

Client.

Corrupt Acts **18**

18.1 Neither the *Supplier* nor a Consortium Member does a Corrupt Act.

Joint Ventures **19**

19.1 This clause applies if the *Supplier* is an unincorporated joint venture.

19.2 Each Consortium Member is jointly and severally liable to the *Client* for the performance of the *Supplier*'s obligations under this contract, any Package Contract and any Scheme Contract.

19.3 The *Supplier* nominates the representative named in the Contract Data for the purposes of this contract and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Supplier* acknowledges that receipt of a communication by the *Supplier*'s nominated representative constitutes receipt by all the Consortium Members. The *Supplier* notifies the *Client* in advance of any change to the identity of the *Supplier*'s nominated representative.

19.4 The *Supplier* acknowledges that any payment made by the *Client* to a Consortium Member under this contract, any Package Contract or any Scheme Contract to that extent discharges the *Client*'s liability to make payment to the *Supplier*.

19.5 A Consortium Member gives not less than four weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.

The Parties' obligations **20**

20.1 The *Supplier* obeys an instruction which is in accordance with this contract and is given by the *Client's Representative*.

20.2 The *Supplier* attends meetings with the *Client's Representative* and others as stated in the

Framework Information.

20.3 The *Supplier* does not do any work until it has

- entered into a Scheme Contract or
- received an Early Order

for that work.

Package Contract **21**

21.1 The *Client's Representative* allocates a Package to the *Supplier* in accordance with the *allocation procedure*.

21.2 The Parties enter into a Package Contract for the allocated Package.

Standalone Scheme **22**

22.1 When the *Client* requires a Standalone Scheme to be carried out, the *Client's Representative* uses the *eligibility procedure* to decide if the *Supplier* will be considered for the work.

22.2 If the *Supplier* is eligible to be considered for a Standalone Scheme, the *Client's Representative* in accordance with the Framework Information either

- allocates the Standalone Scheme to the *Supplier* in accordance with the *allocation procedure* or
- invites the *Supplier* to submit a proposal for the Standalone Scheme in accordance with the *quality award procedure* or the *contingency procedure*.

22.3 The Parties enter into a Scheme Contract for the Standalone Scheme

- following its allocation in accordance with the *allocation procedure* or
- if the *Client's Representative* accepts the *Supplier*'s proposal.

People **23**

23.1 The *Supplier* either provides each person named in the *key persons schedule* to do the job stated in that schedule or provides a replacement person who has been accepted by the *Client's Representative*.

23.2 The *Supplier* submits the name, relevant qualifications and experience of a proposed replacement person to the *Client's Representative* for acceptance. A reason for not accepting the person is that their relevant qualifications and experience are not as good as those of the person who is to be replaced.

23.3 The *Client's Representative* may, having stated the reasons, instruct the *Supplier* to remove a person. The *Supplier* then arranges that, after one day, the person has no further connection with any activities relating to this contract.

The *end date* **30**

30.1 After the *end date*

- the Parties do not enter into a Scheme Contract for a Standalone Scheme (but may enter into Scheme Contracts pursuant to a Package Contract entered into before the *end date*) and
- the *Supplier* completes work under Scheme Contracts entered into before the *end date*.

Intellectual property rights **70**

70.1 The *Client* owns (or will own) all IPRs in material prepared in connection with this contract, any Package Contract or any Scheme Contract except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the *Client*, the *Supplier* enters into such documents and does such acts as the *Client* requests to transfer the IPRs to the *Client*, and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same. The *Supplier* provides to the *Client* the documents which transfer these IPRs to the *Client*.

70.2 The *Supplier* obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, who shall also have the right to grant further sub-licences) of other IPRs for the *Client* as stated in the Scope. Any licence granted under this clause survives the termination or expiry of this contract or the relevant Package Contract or Scheme Contract and cannot be terminated by the *Supplier* or its assignees or any third party. The *Supplier* provides to the *Client* the documents which license these IPRs to the *Client*.

70.3 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Client*) contains a right for the *Client* (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.

Legal opinion **80**

80.1 If the *Supplier*, a Consortium Member, a Guarantor or an alternative guarantor proposed by the *Supplier* (in this clause referred to as a "**relevant entity**") is not a company incorporated in and subject to the laws of England and Wales, the *Supplier* provides a legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
- accepted by the *Client.*

80.2 The legal opinion is addressed to the *Client* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Client.*

80.3 The legal opinion addresses the matters listed in Section 4.2 of the Framework Information.

Change of Control and conflict of **81**

81.1 If a Change of Control occurs and is likely to give rise to an actual or potential conflict of interest, the

interest

Supplier and the *Client's Representative* meet within one week to discuss the actions to be taken by either Party in order to overcome or mitigate the conflict. The Parties implement any actions agreed, including (where appropriate)

- replacement of the *Supplier's lead design consultant* or
- termination of this contract, any Scheme Contract or any other contract between the Parties relating to the Regional Investment Programme.

81.2 For the purposes of this clause, a conflict of interest is likely to arise (without limitation) where the *Supplier* or an Associated Company takes over, merges with or is taken over by

- another delivery integration partner within the same Lot (or an Associated Company of that delivery integration partner) or
- a Technical Adviser (or an Associated Company of that Technical Adviser).

Termination **90**

90.1 In addition to any other rights of termination, the *Client* may terminate this contract at any time by notifying the *Supplier*.

90.2 The *Client* may terminate this contract with immediate effect if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Supplier* at the date of award of this contract.

90.3 The *Client* may terminate this contract with immediate effect

- where the *Supplier* is an unincorporated joint venture, if the joint venture arrangement is terminated for any reason,
- if any of the events listed in clause 91.1 of the Scheme Contract occurs in relation to the *Supplier* or a Consortium Member,

- if, following a Change of Control or an event listed in clauses 16.2 to 16.4, either the Controller or an alternative guarantor proposed by the *Supplier* does not meet the Financial Standing Test within the timescale stated in clause 16.9 or fails to provide the legal opinion required by clause 80.1,
- if the warranty given by the *Supplier* under clause 17.1 is untrue,
- if the *Supplier* or a Consortium Member does a Corrupt Act,
- if this contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- if the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

90.4 The *Client* may terminate this contract with immediate effect if the *Supplier* fails to

- comply (or to ensure that any person employed by the *Supplier* or acting on the *Supplier's* behalf complies) with the *Client'*s Anti Bribery Code of Conduct and Anti Fraud Code of Conduct,
- comply (or to ensure that any Subcontractor complies) with the *Client'*s policies relating to bullying and harassment,
- notify its employees and Subcontractors of their duties under the Official Secrets Act 1989,
- give to the *Client* a Parent Company Guarantee within the relevant timescales stated in clause 15.1 or clause 16.8,
- notify the *Client* that an event listed in

clause 16.4 has occurred,

- where clause 16.9 applies, demonstrate to the *Client* that the Controller or the alternative guarantor accepted by the *Client* will meet the Financial Standing Test within 18 months of the *Client*'s acceptance,
- notify the *Client* of a Tax Non-Compliance or if the *Client* decides that any mitigating factors notified by the *Supplier* are unacceptable,
- process Personal Data in accordance with (or otherwise puts the *Client* in breach of) the Data Protection Acts or
- comply with the requirements or instructions of the *Client* in relation to Personal Data (including instructions relating to processing Personal Data outside the European Economic Area).

90.5 The *Client* may terminate this contract with immediate effect

- if an actual or potential conflict of interest exists or arises between the Parties and the *Supplier* has not taken actions acceptable to the *Client* to overcome or mitigate the conflict or
- if as a result of a Change of Control
  - a person or organisation with which the *Client* does not wish to be associated for ethical or reputational reasons is an Associated Company,
  - the *Client* decides (having reviewed any information provided by the *Supplier* and made appropriate inquiries) that the *Supplier* is no longer in a position to perform its obligations under this contract or any Package Contract or Scheme Contract,
  - the *Supplier* or an Associated Company Controls, is under the Control of or is under common Control with a Technical Adviser, unless the *Supplier* and the *Client's Representative* agree and implement the actions needed to overcome the resulting

conflict of interest or

- the Market Share Rules are breached.

90.6 After the Client has notified termination

- the Parties do not enter into a Scheme Contract, either for a Standalone Scheme or pursuant to a Package Contract and
- the *Supplier* completes work under Scheme Contracts entered into before the notification, unless the Scheme Contract is terminated in accordance with its terms.

Delivered as a deed on the date of this document.

Executed as a deed by the *Supplier*
by [ ] (print name of Director)

…….. signature of Director

and [ ] (print name of Director/Company Secretary)

…….. signature of Director/Company Secretary

OPTION 1a *[execution by Highways England under seal]*
Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:)))

Director

Director/Secretary

OPTION 1b *[execution by Highways England under seal]*
Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:)))

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:)))

Director

Director/Secretary

OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:)))

Authorised Signatory

Authorised Signatory

Annex One – Framework Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

The *Client* is

Name	Highways England Company Limited
Address for communications	Bridge House, 1 Walnut Tree Close Guildford Surrey GU1 4LZ
Address for electronic communications	dipprocurement@highwaysengland.co.uk

The *Client's Representative* is	*[TBC on framework award]*
Name	
Address for communications	
Address for electronic communications	

The Framework Information is in the document entitled "Framework Information"

The *framework scope* is in Annex 2 to the Framework Information.

The *law of the contract* is the law of England, subject to the jurisdiction of the Courts of England.

The *language of the contract* is English.

The *allocation procedure* is in Section 11 of the Framework Information.

The *eligibility procedure* is in Section 10 of the Framework Information.

The *quality award procedure* is in Section 12 of the Framework Information.

The *contingency procedure* is in Section 13 of the Framework Information.

The *end date* is 6 years after the date of award of this contract.

The period for reply to a *Supplier*'s quotation is 9 weeks

PART TWO – DATA PROVIDED BY THE *SUPPLIER*

The *Supplier* is

Name	
Address for communications	
Address for electronic communications	

[Include this entry only if the Supplier is an unincorporated JV]

The *Supplier*'s nominated representative is	
Name	
Address for communications	
Address for electronic communications	

The *Supplier's lead design consultant* is	
The *key persons schedule* is in	
The *quotation information* is in	

The *credit ratings* at the date of award of this contract and the rating agencies issuing them are

party	rating agency	*credit rating*

[*Supplier*]	…….……..	……
{Consortium Member}	……	……
[Guarantor]	……	……

Annex Two - Form of Package Contract

[Contained in Volume 1b]

Annex Three – Form of Agreement and Contract Data (Scheme Contract), including additional conditions of contract

[Contained in Volume 1c]