Highways England Company Limited

REGIONAL DELIVERY PARTNERSHIP

VOLUME 1b

Delivery Integration Partner Package Contract

(June2018)

Lot [●]

Version. No.	Issue Date	Amendments	Initials	Date
1.0	23/04/18	Tender issue		23/04/18
1.1	23/05/18	• Annex Three, 3.3; amend title to read "Inclusion Action Plan" • Annex Three, 3.10; insert new section on Deeds of Undertaking	AT	23/05/18
1.2	31/05/18	Paragraph 5.5 amended to read "Package Scheme Contract"	CS	31/05/18
1.3	12/06/18	Clause 11.2(2) - additional wording added through first bullet: • "any amounts which would have been payable to the *Supplier* for the achievement of Additional Opportunities in relation to those Package Scheme Contracts where a Budget Saving is achieved, had there been a Budget Overspend on those Package Scheme Contracts equal to the Band 1 Limit and"	CS	12/06/18

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 Parties have entered into the Framework Contract for delivery of part of the *Client*'s Regional Investment Programme within Lot [●].

(B) Pursuant to the terms of the Framework Contract, the *Client* has allocated a Package to the *Supplier* for delivery upon and subject to the terms of the Framework Contract.

(C) The Parties have agreed to enter into this Package Contract in order to document the arrangements for delivery of the allocated Package.

OPERATIVE PROVISIONS

Actions **10**

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

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

Identified and defined terms **11**

11.1 In this Package Contract

- terms defined in the Framework Contract, this Package Contract or a Package Scheme Contract have capital initials and
- terms identified in the Framework Contract Data are in italics.

11.2 (1) An Early Order is a contract in the form set out in Annex Two to provide advice, mobilisation or other works and services (as described in the Package Information) in relation to the Package or a proposed Package Scheme.

(2) Fee Pot is an amount equal to the total of the Fees and the Development Phase OHP Amounts

under the Package Scheme Contracts, less

- any amounts which would have been payable to the *Supplier* for the achievement of Additional Opportunities in relation to those Package Scheme Contracts where a Budget Saving is achieved, had there been a Budget Overspend on those Package Scheme Contracts equal to the Band 1 Limit and
- any amounts paid by the *Supplier* in relation to a Budget Overspend under all Package Scheme Contracts.

(3) Framework Contract is the framework contract between the Parties pursuant to which this Package Contract has been awarded to the *Supplier*.

(4) Mobilisation Scope is the information set out in Annex Three that will comprise the Scope for the Early Order to provide mobilisation duties for the Package.

(5) Package Information is the information set out in Annex One which

- specifies and describes the Package Schemes and
- sets out the process for award of Early Orders and Package Scheme Contracts.

(6) Package Pot is an amount equal to the *Client*'s share of any Budget Savings, less

- any amounts paid to the *Supplier* for the achievement of Additional Opportunities and
- any amounts applied towards a Budget Overspend

under all Package Scheme Contracts.

(7) Package Scheme is one of the Schemes listed in the Package Information.

(8) Package Scheme Contract is a contract to be entered into between the Parties for delivery of a Package Scheme by the *Supplier*.

(9) Performance Measurement Framework is the

system used to measure the performance of the *Supplier* in relation to each Package Scheme by reference to a series of defined metrics as detailed in the Framework Information.

(10) Performance Metric is one of the metrics listed in the Performance Measurement Framework.

(11) Project Control Framework is the document of that name identified in the Scope.

Early Order **12**

12.1 If the *Client* requires the *Supplier* to carry out an Early Order, the *Client's Representative* issues an Early Order to the *Supplier* in accordance with the process set out in the Package Information.

12.2 The *Client's Representative* consults with the *Supplier* about the contents of an Early Order before it is issued.

12.3 An Early Order for mobilisation duties includes the Mobilisation Scope.

Process for award of Package Scheme Contracts **13**

13.1 The process for the award of Package Scheme Contracts to the *Supplier* is set out in the Package Information.

13.2 The *Supplier* does not start work on a Package Scheme until it has entered into a Package Scheme Contract or received an Early Order for that work.

Non-award or removal of Package Scheme **14**

14.1 If, at the time when the *Client* is otherwise ready to enter into a Package Scheme Contract with the *Supplier*,

- an event listed in any of clauses 90.2 to 90.5 of the Framework Contract has occurred (but the *Client* has not terminated the Framework Contract),
- the *Supplier* has a current score of zero against any Performance Metric or has a "1 star" rating

under the Performance Measurement Framework,

- the Supplier is not taking action to reduce the total number of Quality Management Points in effect under any Scheme Contract to below the Threshold Level following the issue of a quality warning notice,
- more than 12 months have elapsed since the date of award of the Framework Contract and the Supplier has not provided third party certification from a UKAS approved accreditation body of its health and safety, quality and environmental management and risk management systems or
- the Client is not satisfied that the appointment of the Supplier as principal designer and principal contractor for the Package Scheme will fulfil the Client's obligations under the CDM Regulations

the *Client* may elect not to enter into a Package Scheme Contract with the *Supplier* for that Package Scheme, may remove the Package Scheme from this Package Contract and may appoint another supplier to undertake the Package Scheme.

14.2 The *Client* may elect to remove a Package Scheme from this Package Contract if it becomes apparent that Stage Two of the Package Scheme will not have commenced by the *end date*.

14.3 The *Client* may not add a Scheme to the list of Package Schemes in the Package information.

14.4 If a Package Scheme is removed from the Package Contract or a Package Scheme Contract is terminated for any reason, clauses 15 and 16 apply to the remaining Package Schemes as if the removed Package Scheme had never formed part of the Package Contract.

Allocation of Budget Overspend **15**

15.1 A Budget Overspend under a Package Scheme Contract is borne in accordance with the following

sequence:

(a) The *Supplier* pays the Budget Overspend or the Band 1 Limit, whichever is lower.

(b) The Package Pot is reduced by any Budget Overspend in excess of the Band 1 Limit.

(c) If the Package Pot is exhausted, the *Supplier* pays the remaining Budget Overspend up to (but not exceeding) the Fee Pot.

(d) If the Package Pot and the Fee Pot are both exhausted, any remaining Budget Overspend is borne by the *Client* unless offset as provided in clause 15.3.

15.2 When the final Project Cost under a Package Scheme Contract is known, the *Client's Representative* assesses the net amount to be paid under clause 15.1. The assessment uses the Package Pot and the Fee Pot accrued under all completed Package Scheme Contracts. The difference between the net amount so assessed and the net amount paid under all previous Package Scheme Contracts is included in the final amount due under the Package Scheme Contract.

15.3 If the Fee Pot and the Package Pot are both exhausted, any Fees or Development Phase OHP Amounts to which the *Supplier* becomes entitled under subsequent Package Scheme Contracts

- are applied first to offset any remaining Budget Overspend borne by the Client under clause 15.1(d) and
- to that extent are excluded from the amount due to the Supplier under the subsequent Package Scheme Contracts.

Additional share of Package Pot **16**

16.1 If, in relation to every Package Scheme, the Final BCR is equal to or higher than the Investment Baseline, the *Supplier* is paid an amount equal to

- 20% of the final Package Pot plus
- an additional 4% of the final Package Pot for

each increment of 0.1 by which the average of the Final BCRs is higher than the average of the Investment Baselines

up to a maximum of 100% of the final Package Pot in total.

16.2 This amount is included in the final amount due under the last Package Scheme Contract to be completed.

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 – Package Information

1 GENERAL

Package Contract Aims

1.1 The Package Contract aim is to effectively and efficiently deliver the Schemes within the Package Contract scope

- in a programmatic manner,
- to provide future visibility of workload and
- to enable value-based decision making to reflect the Investment Baseline.

1.2 In delivering the Package Contract the *Supplier* maximises performance against the framework vision, key objectives and ambition set out in the Framework Information.

Framework Information

1.3 In delivering the Package Contract the *Supplier* complies with the requirements of the Framework Information and the framework quality plan.

2 THE PACKAGE SCOPE

Package of Schemes

2.1 The package scope comprises all the services and works necessary for the *Supplier* to develop, design, plan, construct, complete and handover into operation the following Schemes:

[Note to compiler – list the Schemes included in the Package Contract here.]

2.2 Further details of each Scheme are contained in Annex A.

[Note to compiler – include all the detail necessary to clearly identify the Schemes within the Package Contract in Annex A]

3 DELIVERY OF THE PACKAGE SCOPE

3.1 The *Supplier* delivers the package scope via services and works commissioned by the *Client* in the form of an Early Order or a Package Scheme Contract.

4 EARLY ORDERS

4.1 The *Client* issues an Early Order to the *Supplier* to undertake package mobilisation in accordance with the Mobilisation Scope.

4.2 The *Client* may issue an Early Order for

- advance works for example investigations and surveys and

- setting the Budget for a Scheme.

5 PREPARATION AND AWARD OF SCHEME CONTRACTS

5.1 For each Scheme, the *Client* prepares a proposed Package Scheme Contract using the template Scheme Contract in the Framework Contract including

- selected optional clauses, main Option, secondary Options and Z Clauses
- Part One Scope
- Part Two Scope for the Scheme
- Site Information for the Scheme
- Contract Data Part One for the Scheme – to the extent possible prior to completing the Development Phase Activities

5.2 The Supplier prepares and submits a Scheme Contract proposal in the timescale set by the *Client*. The proposal comprises

- completed Contract Data Part Two,
- a cash flow forecast for the Development Phase Activities in accordance with the *quotation information* and
- information required to enable the *Client* to fulfil its obligations under the CDM Regulations relating to the *Supplier's* appointment as Principal Designer and Principal Contractor for the Scheme.

5.3 The procedure for accepting the cash flow forecast for the Development Phase Activities is set out in the *quotation information*. The *Client* replies to the other aspects of the proposal within two weeks of the *Supplier's* submission. If the reply is not acceptance, the *Client* states the reasons. A reason for not accepting the other aspects is that the submission

- is not in accordance with the Framework Contract or
- does not include all the information required to enable the *Client* to fulfil its obligations under the CDM Regulations.

5.4 The *Supplier* makes a revised submission taking account of the *Client's* reasons. The *Client* replies within two weeks either

- accepting the revised submission or
- notifying the Supplier that the revised submission is not accepted for a reason stated in paragraph 5.3 above.

5.5 Following the *Client's* acceptance of the proposal in 5.2 the *Client* enters into a Package Scheme Contract with the *Supplier*. {TA2}

6 PREPARATION AND AWARD OF EARLY ORDERS

6.1 The *Client* prepares the Early Order including

- Form of Agreement incorporating contract terms,
- Scope and
- the Client's Contract Data

6.2 The *Supplier* provides the following Early Order proposal in the timescale set by the *Client*

- the completed Supplier's Contract Data in accordance with the *quotation information* and
- if required, information to enable the Client to assess the *Supplier* to act as the Principal Designer or Principal Contractor.

6.3 The procedure for accepting Early Order prices is set out in the *quotation information*. The *Client* replies to the other aspects of the proposal within two weeks of the *Supplier's* submission. If the reply is not acceptance, the *Client* states the reasons. A reason for not accepting the other aspects is that the submission

- is not in accordance with the Framework Contract or
- if applicable, does not include all the information required to enable the *Client* to fulfil its obligations under the CDM Regulations.

6.4 The *Supplier* makes a revised submission taking account of the *Client's* reasons. The *Client* replies within two weeks either

- accepting the revised submission or
- notifying the Supplier that the revised submission is not accepted for a reason stated in paragraph 6.3 above.

6.5 Following the *Client's* acceptance of the proposal in 6.2 the *Client* enters into an Early Order with the *Supplier*.

Annex A – Details of Package Schemes

[Note to compiler – insert Scheme details here prior to Package Contract award]

Annex Two – Contract Data (Early Order), including additional conditions of contract

The *Client*'s Contract Data

- The Client is

  Name **Highways England Company Limited**

  Address for communications **Bridge House**
  Walnut Tree Close
  Guildford
  Surrey
  GU1 4LZ

  Address for electronic communications: ……..

- The *works* are …….

- The *site* is …….

- The *starting date* is …….

- The *completion date* is …….

- The *delay damages* are £NIL per day.

- The *period for reply* is two weeks.

- The *defects date* is 52 weeks after Completion.

- The *defect correction period* is four weeks.

- The *assessment day* is the last day of each calendar month.

- The *retention* is 0%.

- The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.

- The interest rate on late payment is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.

- For any one event, the liability of the *Supplier* to the *Client* for loss of or damage to the *Client*'s property is limited to £5,000,000 (five million pounds).

- The *Adjudicator* is the person chosen by the Parties from the list

of Adjudicators published by the Institution of Civil Engineers.

- The *Adjudicator nominating body* is the Institution of Civil Engineers.
- The *tribunal* is arbitration.
- The arbitration procedure is the Institution of Civil Engineers Arbitration Procedure (Third Edition) April 2012.
- The *conditions of contract* are the NEC4 Engineering and Construction Short Contract (June 2017) and the Z clauses in the document entitled "Z clauses (Engineering and Construction Short Contract)".
- The Scope is in the document entitled "Scope".
- The Site Information is in the document entitled "Site Information".

The *Supplier's* Contract Data

- The Supplier is

  Name

  Address for communications

  Address for electronic communications: ……..
- The completed Price List is in ……..
- The offered total of the Prices is £……

Z CLAUSES

(NEC4 Engineering and Construction Short Contract – June 2017 edition)

Clause Z1 Changes to Conditions of Contract

General

All references in the *conditions of contract* to the *Contractor* are treated as references to the *Supplier*.

11 Identified and defined terms

11.2 Delete clauses 11.2(6) (Defined Cost), 11.2(8) (Fee) and 11.2(10) (People Rates).

Add the following defined terms

(17) The Discrimination Acts are the Equality Act 2010 and any provisions of any earlier statutes that are expressly preserved in force by that Act.

(18) The Framework Contract is the framework contract between the Parties for the delivery of Schemes forming part of the *Client's* Regional Investment Programme within Lot [●].

(19) Others are people or organisations who are not the *Client*, the *Supplier* or any employee or Subcontractor of the *Supplier*.

(20) Related Dispute is a dispute under or in connection with a contract between a Party and Others relating to the Regional Investment Programme.

(21) Related Dispute Adjudicator is an adjudicator appointed to determine a Related Dispute.

11.3 Terms defined in the Framework Contract have the same meaning when used in the contract.

50 Assessing the amount due

In clause 50.2, line 2, after "assessed" insert "and evidence that it has paid to its Subcontractors any amounts included in previous payments for work subcontracted".

51 Payment

In clause 51.1, line 1, delete "three weeks" and insert "14 days".

6 Compensation events

Delete the whole of section 6 and insert "Number not used".

83 Insurance cover

Delete clause 83 and insert

83.1 The *Supplier* provides the insurances stated in, and to comply with the requirements set out in, Annex B to the Scope.

Additional condition 1 (Page CC 17)

In condition 1.1(3) delete “three weeks” and insert “14 days”.

Clause Z2 Discrimination

Z2.1 The *Supplier* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with

- an investigation or proceedings under the Discrimination Acts or
- an allegation of bullying or harassment

resulting from any act or omission of the *Supplier* in connection with the contract.

Clause Z3 Subcontracting

Z3.1 The *Supplier* submits the name of each proposed Subcontractor to the *Client* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the *Supplier* to Provide the Works.

Z3.2 The *Supplier* submits the proposed conditions of contract for each subcontract to the *Client* for acceptance unless the *Client* has agreed that no submission is required. A reason for not accepting the proposed conditions of contract is that

- their use will not allow the *Supplier* to Provide the Works or
- they do not include all the provisions specified in the Scope.

Z3.3 The *Supplier* does not appoint a proposed Subcontractor until the *Client* has accepted him.

Z3.4 The *Supplier* assesses the amount due to a Subcontractor without taking into account the amount assessed under the contract.

Z3.5 If the *Supplier* subcontracts work to an Associated Company, the Defined Cost of the work subcontracted is assessed as if the work had not been subcontracted unless otherwise agreed by the *Client*.

Z3.6 The *Client* may, having stated the reasons, instruct the

Supplier to remove a Subcontractor. The *Supplier* then arranges the removal of the Subcontractor and the appointment of a replacement in accordance with the contract.

Clause Z4 Adjudication

Z4.1 The NEC4 Dispute Resolution Service Contract (June 2017) includes the following additional condition of contract:

"Any information concerning the Contract obtained by either the *Adjudicator* or any person advising or aiding the *Adjudicator* is confidential, and is not used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement. The *Adjudicator* complies, and takes all reasonable steps to ensure that any persons advising or aiding the *Adjudicator* comply, with the Official Secrets Acts 1911 to 1989."

Z4.2 If a dispute under the contract raises issues that are substantially the same as or connected with issues in a Related Dispute and the Related Dispute has been referred to adjudication, the dispute under the contract is referred to the Related Dispute Adjudicator and the Related Dispute Adjudicator becomes the *Adjudicator*.

Clause Z5 Termination

Z5.1 The *Client* may terminate the *Supplier*'s obligation to Provide the Works if

- an event listed in clauses 90.2, 90.3 or 90.4 of the Framework Contract has occurred or
- the *Supplier's lead design consultant,* a key Subcontractor or another key resource needed for the *works* is no longer available and the *Supplier* is unable to propose an alternative resource acceptable to the *Client*.

The procedure and amount due on termination are the same as for Reason 2 in clause 90.3 of the *conditions of contract*.

Z5.2 The *Client* may terminate the *Supplier*'s obligation to Provide the Works if an event listed in clause 90.5 of the Framework Contract occurs and the Parties have not agreed and implemented the actions needed to

overcome or mitigate any resulting conflict of interest. The procedure and amount due on termination are the same as for Reason 7 in clause 90.5 of the *conditions of contract*.

Clause Z6 Joint ventures

Z6.1 Where two or more Consortium Members comprise the *Supplier*, clause 90.2 of the *conditions of contract* is amended by inserting after "the other Party" the words "(or, in the case of the *Supplier*, any Consortium Member)".

Clause Z7 Construction Industry Scheme

Z7.1 In this clause Z7 (but not otherwise)

- the Act is the Finance Act 2004 and
- the Regulations are the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045).

Z7.2 This contract falls within the scope of the Construction Industry Scheme provided for by Chapter 3, Part 3 of the Act.

Z7.3 The *Supplier* provides the information required by the Regulations to enable the *Client* to verify (in accordance with paragraph 6 of the Regulations) whether the *Supplier* under the Act

- is registered for gross payment,
- is registered for payment under deduction,
- is exempt from registration as a local authority or other public body or
- is neither registered nor exempt from registration.

Z7.4 If the *Supplier* is registered for payment under deduction or is neither registered nor exempt from registration

- the Supplier submits an application for payment which separately identifies the cost of labour and
- the Client deducts the relevant percentage from the payment in accordance with the Act and the Regulations.

Annex Three – Mobilisation Scope

SCOPE

The Scope should be a complete and precise statement of the *Client*'s requirements. If it is incomplete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Client*'s intention.

Information provided by the *Supplier* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client*'s requirements and is consistent with the other parts of the Scope.

1. Description of the *works*

Give a detailed description of what the *Supplier* is required to do and of any work the *Supplier* is to design.

Plans

1. The *Supplier* prepares a package execution plan containing the following elements and submits to the *Client* for acceptance

   1.1. Package management plan

      1.1.1. To optimise delivery of the Package to drive efficiencies and establish positive relationships with the *Client* and the supply chain, the *Supplier* develops a Package management plan, including a communications plan that identifies processes for management of the Package that support strategic alignment to the *Client*.

      1.1.2. The *Supplier* provides evidence that it (and its supply chain) have its Project Bank Account in place and fully operational.

      1.1.3. The *Supplier* provides a robust mechanism for early detection, flagging and dealing effectively with potential or actual conflicts of interest.

1.2. Risk management plan

1.2.1. To maximise opportunities within the Package, the *Supplier* provides a risk management plan that identifies risk to minimise impact of the risk if it occurs whilst also providing an approach that will optimise opportunities in the Package, including how this will be adopted in the Schemes, and the supply chain.

1.3. Resource management plan

1.3.1. The *Supplier* provides a resource management plan to cover the duration of the Scheme Contracts in the Package, detailing how resources are identified, allocated, replaced, and evaluated throughout the delivery of the Package. The *Supplier* also captures and provides contingency planning to enable a seamless transition of work in the event employees leave.

1.3.2. The *Supplier* provides a plan for how it retains and develops the resources that are allocated to the framework, to support continuous improvement.

1.4. Package workforce plan

1.4.1. The Package workforce plan describes how Package success is achieved by the engagement of the right people, with the relevant skills, at the right time within the agreed budget and quality expectations delivering efficiencies by eliminating waste whilst also focusing on workforce safety and satisfaction. The workforce plan includes identification, allocation, replacement, evaluation and retention of all resources including materials, people, plant and services using programmatic strategies for effective waste minimisation.

1.5. Benefits realisation plan

1.5.1. The *Supplier* identifies a process for identifying and evidencing benefits of opportunities for change to support strategic goals and efficiency savings. The benefits realisation plan will also recognise how the opportunities are to be realised and adopted.

1.6. Stakeholder management plan

1.6.1. The *Supplier* develops a stakeholder management plan that demonstrates an understanding of how stakeholders will be analysed, engaged with and considered across the Package.

2. The *Supplier* prepares a Package delivery plan containing the following elements and submits to the *Client* for acceptance

2.1. General

2.1.1. The *Supplier* provides the package delivery plan to apply at

Package level. This should be read in conjunction with the Scheme delivery plan referred to in paragraph 3 below.

2.2. Health and safety management plan

2.2.1. The package delivery plan describes how the goals of no accidents and no harm arising from works and services is achieved. The *Supplier* develops an approach for how it will achieve improved health & safety outcomes for the duration of the Package delivery. The *Supplier* uses the approach to describe how the goals will be achieved through

2.2.1.1. culture and behaviours,

2.2.1.2. communication,

2.2.1.3. occupational health and wellbeing, and

2.2.1.4. continuous improvement.

2.3. Equality, diversity and inclusivity action plan

2.3.1. The package delivery plan informs the supply chain community how an equality diversity and inclusivity action plan sets out the approach to improve productivity through:

2.3.1.1. employment intelligence, including recruitment, retention, harassment and grievances,

2.3.1.2. customer and communities' intelligence,

2.3.2. This plan includes a self-assessment indicating how equality, diversity and inclusivity is addressed presently, an end of Package target position, an improvement plan, and how these improvements are implemented within the Package community.

2.4. Behavioural maturity plan

2.4.1. Enable the regional development programme to measure the maturity of productivity from the operating environment to enable participants to optimise relationships and working behaviours in the context of the health, safety and wellbeing management plan, equality, diversity and inclusivity action plan and workforce plan.

2.5. Financial management plan

2.5.1. The *Supplier* develops a financial management plan that identifies a proactive programmatic approach to cost management that improves financial predictability and reduces unplanned variances against the forecast.

2.5.2. The *Supplier* identifies how it improves Package predictability through earned value reporting, whilst delivering to improve cost

and programme milestones for the *Client*.

2.5.3. The *Supplier* provides an inclusive and equal incentive management plan that details an approach to engage and empower the supply chain community to retain funds from the incentive model.

2.5.4. The *Supplier* will provide a management approach identifying key steps to irrevocably agree the budget for each Scheme within a Package.

2.6. Subcontracting strategy

2.6.1. The *Supplier* describes how success will be achieved through its subcontractor strategy. This includes as a minimum:

2.6.1.1. assessing Subcontractor sustainability,

2.6.1.2. managing resources and supply importation to the region,

2.6.1.3. supply community inclusion in continuous improvement vehicles such as Centres of Excellence and Sustainable Improvement Hub and

2.6.1.4. adoption of the *Client*'s project bank account arrangements.

2.7. Procurement plan

2.7.1. The *Supplier* identifies an approach to an efficient and inclusive procurement that includes as a minimum:

2.7.1.1. Equipment,

2.7.1.2. exceptional Equipment,

2.7.1.3. Plant and Materials,

2.7.1.4. Subcontractors,

2.7.1.5. subsubcontractors and

2.7.1.6. services.

2.8. Quality management plan

2.8.1. The *Supplier* translates the corporate quality controls into a Package quality management plan to achieve the requirements as set out in the Framework Information.

2.8.2. It includes as a minimum:

2.8.2.1. transposition of the corporate certified information management processes and systems into the Package delivery model,

2.8.2.2. an approach to delivering quality in workmanship and equipment, plant and materials from across the supplier community,

2.8.2.3. a methodology of managing non-conformity including rectification and corrective actions; and

2.8.2.4. a robust approach to quality control of completion and handover.

2.9. Integration working plan

2.9.1. To improve efficiency within the regions, the *Supplier* develops an approach to improve integration within the Package teams that will promote knowledge, material and resource sharing. The integration working plan also identify opportunities for joint working practices that improve output delivery and a process for monitoring, measuring and reviewing performance in terms of outputs, risk, alignment, behaviours and trust.

2.9.2. The integration working plan proposes how the *Supplier* involves itself in the Centres of Excellence and Sustainable Improvement Hub to support improved delivery for the *Client*.

3. The *Supplier* prepares a scheme delivery plan containing the following elements and submits to the *Client* for acceptance

3.1. General

3.1.1. The purpose of this document is to identify the approach to Scheme management, and how the Package level principles are applied at Scheme level.

3.2. Health and safety management plan

3.2.1. The scheme delivery plan describes how the *Supplier* delivers the outcomes contained within the package delivery plan through Scheme delivery. The *Supplier* uses the approach to describe how the goals are achieved through

3.2.1.1. culture and behaviours

3.2.1.2. communication

3.2.1.3. occupational Health and Wellbeing; and

3.2.1.4. continuous improvement.

3.2.2. The information contained within the health and safety management plan is then updated during the Scheme Contract and incorporated into the construction phase plan.

3.3. Inclusion Action Plan

3.3.1. The scheme delivery plan informs the supply chain community how the approach in the equality, diversity and inclusivity action plan is adopted at Scheme level to achieve improved productivity.

3.4. Behavioural Maturity Framework

3.4.1. The *Supplier* provides an approach to driving the Package level behavioural maturity plan into each Scheme within the Package, and how this also include the Scheme community.

3.5. Financial Management Plan

3.5.1. The *Supplier* develops an approach to proactively manage financial predictability on each Scheme, to support the actions within the package delivery plan.

3.5.2. The *Supplier* identifies how it improves Scheme predictability through earned value reporting, whilst delivering to improve cost and programme milestones for the *Client*.

3.5.3. The *Supplier* provides an inclusive and equal incentive management plan that details an approach to engage and empower the supply chain community to retain funds from the incentive model.

3.5.4. The *Supplier* provides a management approach identifying key steps to irrevocably agree the budget for each Scheme within a Package of works.

3.6. Subcontracting strategy

3.6.1. The *Supplier* describes how success is achieved through the implementation of the package delivery plan subcontracting strategy throughout the supply chain community.

3.7. Procurement plan

3.7.1. The *Supplier* translates the proposed procurement plans detailed in the package delivery plan to implement this into the supply chain community.

3.8. Quality management plan

3.8.1. The *Supplier* refers to the approach within the package delivery plan and identifies a process for adopting these within each Scheme to support corporate quality control requirements.

3.8.2. The *Supplier* must incorporate and plan for delivery of Commitments given as part of the framework tender.

3.9. Integration working plan

3.9.1. The *Supplier* translates the proposed integration working plan

detailed in the package delivery plan to implement this in the supply chain community.

3.10. Deeds of Undertaking (to *Client* or Others – X8)

3.10.1. The *Supplier* provides the *Client* with a letter of commitment from, and signed by its proposed *Supplier's lead design consultant,* that it will enter into the completed deed(s) of undertaking in the form as set out in the Scheme Contract template. The letter is required to be accepted by the *Client* to achieve Completion. (see Volume 3 Scope- S1700 and Annex A)

2. Drawings

List the drawings that apply to the contract.

DRAWING NUMBER	REVISION	TITLE

3. Specifications

List the specifications which apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

4. Constraints on how the *Supplier* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1)

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED