

**Annex B: Annex B: Pre-Construction Services & Employers Requirements**

**Pre-Construction Services Agreement Incorporating the JCT Pre-Construction Services Agreement  
(General Contractor) 2016 edition with amendments**

**relating to the fit out of CAT-A and CAT-B Refurbishment and associated works of 35,000ft2 office  
space located over 5 floors at Feethams House, Darlington**

**IN WITNESS WHEREOF** the parties have acknowledged this document as Annexed to the above-  
named Contract

**Signed and acknowledged by THE  
GOVERNMENT PROPERTY AGENCY acting  
by:**

Director

Print name

Director

Print name

Dated: 17/12/2021

**Signed and acknowledged by WATES  
CONSTRUCTION LIMITED acting by:**

Director

Print name

Director/Company Secretary

Print name

9 : 30

Redacted for Data  
Protection - S40  
FOIA - Personal  
Information

Reference	Title	File Name
<b>Statement of Requirements</b>		
Attachment 3	Statement of Requirements	GPA Darlington Temp - Attachment 3 - Statement of Requirements v1.3 TA1 5.10.21
Attachment 3.1	Existing Building Information	See Detailed Register: Annex B: Attachment 3, Detailed Register 3.1, 3.2, 3.3, 3.4, 3.6 FINAL V1.1 Hyperlink to listed information provided in Attachment 3, Section 5.3.
Attachment 3.2	Stage 3 - Drawings & Specifications (Stage 1 Tender Release)	
Attachment 3.3	GPA Design Guide and Annexes	
Attachment 3.4	BIM Pack	
Attachment 3.5	Construction KPIs template	Annex B: Attachment 3 - Construction KPIs template. Further listed in full as Annex C: Key Performance Indicators
Attachment 3.6	Stage 2 Information for incorporation	See Detailed Register: Annex B: Attachment 3, Detailed Register 3.1, 3.2, 3.3, 3.4, 3.6 FINAL V1.1
<b>Scope of Pre - Construction Services</b>		
Attachment 5	Scope of Pre - Construction Services for Two Stage Design and Build	PCSA Scope of Services - CWAS - 2 12 21
<b>Main Contract Legal Documentation</b>		
Attachment 5	5-2 Schedule of amendments to the JCT D&B Contract 2016	GPA Darlington - JCT 2016 DB Amendments - DACB - Draft as Agreed 17 12 21

## **Annex B: Annex B: Pre-Construction Services & Employers Requirements**

### **Statement of Requirements**



Crown  
Commercial  
Service

## **Bid Pack**

### **Attachment 3 – Statement of Requirements**

Contract Reference: CCZD21A07 Provision of Darlington  
Temporary Facility

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## **1. PURPOSE**

- 1.1 The purpose of this procurement is to appoint a contractor from the RM6088 Construction Works and Associated Services framework on a 2-stage Design & Build tender basis.
- 1.2 The first stage will be a competitive tender on the basis of prelims, overheads, profit, certain small packages of work, programme and team.
- 1.3 The successful contractor from the first stage will be appointed under a Pre Construction Services Agreement (PCSA) to develop the design from (RIBA) Stage 2/3 to RIBA Stage 4 in accordance with the Employer's Requirements and coordinate with the client to undertake necessary activities to complete the design. The appointed contractor will also be required to fulfil the role of Principal Designer.
- 1.4 Additionally, the contractor will be responsible for the appointment of an approved inspector and to assist the client with all statutory applications and conditions discharge.
- 1.5 The contractor will go on to deliver RIBA Stage 5 & 6 subject to submission and assurance of their fully costed proposal. The contractors will be responsible for undertaking activities, to include but not exclusive of:
  - 1.5.1 Fulfilment of duties as Principal Designer and Contractor from Stage 5 onwards;
  - 1.5.2 All required statutory notifications;
  - 1.5.3 Delivery of Stage 5 and 6 to Employer's requirements on time and budget;
  - 1.5.4 Responsibility of defect rectification of the site for 12 months post-practical completion;
  - 1.5.5 Assistance in provision of necessary documentation and training in line with Government Soft Landings.

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 Government Property Agency (GPA) delivers property and workplace solutions across government. GPA is introducing a portfolio-led approach to managing central government general purpose property as a strategic asset. GPA will drive benefits through more efficient and effective use of the estate.
- 2.2 GPA are continuously growing the extent of their portfolio, onboarding Government Departments. As part of GPA's real estate transformation and tying in with the Places for Growth and Levelling Up Agendas, there is significant investment in developing real estate in the Regions.

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- 2.3 GPA have identified over 20 individual projects, totalling over 2,500,000sqft across various new buildings and existing Government-owned properties.
- 2.4 GPA is the Contracting Authority for this work.

1.

### **3. BACKGROUND TO REQUIREMENT/ OVERVIEW OF REQUIREMENT**

- 3.1 GPA will take possession of Feethams House on 01 November 2021 and will commence works as of this date, no later than 08 January 2022.
- 3.2 This procurement is for c.35,000sqft of CAT A modifications and full CAT B office fit out works following a two-stage design and build, JCT Contract format, with potential for sectional completion.
- 3.3 The project is under significant political pressure to achieve completion as early as possible, with initial occupancy no later than the end of Q4 FY 2021/22 and full occupancy Q1 2022/23. To achieve this, GPA will be as transparent as possible prior to the tender release in October 2021, including a 'Bidders Day', which will occur post-PQQ.
- 3.4 Building occupation is to be between April and May 2022.
- 3.5 This Contract will be between the successful Bidder and the Contracting Authority noting that this is not the Crown Commercial Service (CCS).
- 3.6 The Contract is being offered under GPA's JCT Terms & Conditions, in line with the CCS CWAS Framework.
- 3.7 The Agent is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is a call off contract and as such the Contracting Authority cannot guarantee the volumes of work.

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## 4. DEFINITIONS

Expression or Acronym	Definition
BIM	BIM has the meaning assigned to it in the CCS Construction Works and Associated Services Framework Alliance Contract
CDM	CDM 2015 Regulations has the meaning assigned to it in the CCS Construction Works and Associated Services Framework Alliance Contract
Contractor	The successful supplier
GPA	Government Property Agency
JCT	Joint Contracts Tribunal
PCSA	Pre-Construction Services Agreement
Professional Team	AECOM (Project & Cost Manager), Atkins/F&G (Designers).
RIBA	Royal Institute of British Architects
Tenderers	The suppliers during competition

## 5. SCOPE OF REQUIREMENT

5.1 Framework Suppliers will be expected to undertake fit out pre-construction services and works on behalf of the Contracting Authority based on the needs of specific projects. A two stage Design & Build procurement route is being used.

### 5.2 Two Stage Design & Build:

5.2.1 1st Stage: The Tenderers will provide a response on the basis of the Employer's Requirements/Specification. Their response will cover their prelim/staff costs, overheads & profit, programme, certain small package costs and potentially an enabling works package. The Contracting Authority will select a Supplier in accordance with the further competition procedure.

5.2.2 2nd Stage: During the 2nd stage, the Contracting Authority will enter into a PCSA with the successful supplier. During the PCSA, the Supplier will remain responsible for all design and procurement in accordance with the PCSA scope of service. The successful Supplier will develop a design proposal on the basis of open book costs that satisfies the Contracting Authority's stated outcomes and cost benchmark in accordance with the scope outlined within the PCSA. The Contractor is to meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and finalise key work packages with any sub-contractors.

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### 5.3 1st Stage Tender Information

5.3.1 Tenderers are made aware of the Stage 1 Tender information provided as an attachment, listed in this section which form part of the Employers Requirements. Information is to be reviewed and incorporated as part of the tender response making provision for all requirements in the documents listed. All documents are deemed accepted without exception unless explicitly stated as part of tender responses.

5.3.2 Each Attachment provides a referenced schedule of information. A Hyperlink is provided to give access to the information. In the event the Hyperlink does not give access to the listed documents the Tenderer should notify the contract administrator immediately.

5.3.3 Attachment 3.1 - Existing Building Information

5.3.4 Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release)

5.3.5 Attachment 3.3 - GPA Design Guide and Annexes

5.3.6 Attachment 3.4 - BIM Pack

5.3.7 Link to Attachments 3.1, 3.2, 3.3 & 3.4:

5.3.8 Attachment 3.5 - Construction KPIs template. Issued 27.09.21 with Main Tender release

5.3.9 Attachment 3.6 - Stage 2 Information for incorporation. Link to Attachments:

Redacted for Data Protection - S43 FOIA -  
Commercial interests

### 5.4 Pre-Construction Services:

5.4.1 Programme/Schedule management

5.4.2 Cost Management & Sub-Contractor/Package Procurement

5.4.3 Value Engineering

5.4.4 Risk Management

5.4.5 CDM Regulations 2015 considerations

5.4.6 Design Development

5.4.7 BIM Designing

- 5.4.8 Quality Management
- 5.4.9 Stakeholder Management
- 5.4.10 Consistent Up-Stream Reporting on Progress
- 5.5 Post-PCSA - Build under a JCT D&B contract:
  - 5.5.1 The Contracting Authority, after agreeing the 'Contract Sum' and accepting Contractor's proposals, issues a 'Notice to Proceed' to the construction phase. The Contractor delivers the construction phase of the project under a JCT Design & Build contract, with suitable amendments.

## **6. THE REQUIREMENT**

### **1st Stage Tender:**

- 6.1 1st Stage Tender Response (including but not limited to):
  - 6.1.1 Project Team proposal
  - 6.1.2 Social Value proposal
  - 6.1.3 Sub-Contracting proposal
  - 6.1.4 Defects/Quality management proposal
  - 6.1.5 Design management proposal
  - 6.1.6 Proposed amendments to GPA's terms & conditions
  - 6.1.7 Prelim/Staff costs
  - 6.1.8 Overhead/Profit costs
  - 6.1.9 Minor package costs
  - 6.1.10 Enabling package costs (if necessary)
  - 6.1.11 Cost Plan for the works.
  - 6.1.12 Incorporation and acceptance of The Employers Requirements and the Information listed in section 5.3 of this Document.

### **2nd Stage Tender:**

- 6.2 Pre-Construction Services:

- 6.2.1 Programme/Schedule management
- 6.2.2 Cost Management & Sub-Contractor/Package Procurement
- 6.2.3 Value Engineering
- 6.2.4 Risk Management
- 6.2.5 CDM Regulations 2015 considerations
- 6.2.6 Design Development
- 6.2.7 BIM Designing
- 6.2.8 Quality Management
- 6.2.9 Stakeholder Management
- 6.2.10 Consistent Up-Stream Reporting on Progress
- 6.2.11 KPI Management
- 6.2.12 Enabling Works package (if necessary).
- 6.3 End of PCSA Deliverables:
  - 6.3.1 Contractor's Proposals on design, logistics and overall project delivery, including derogations against the Employer's Requirements
  - 6.3.2 Full Contract Sum proposal to execute the above Contractor's Proposals including pricing of selected work packages
  - 6.3.3 Agreement of contract terms & conditions.
- 6.4 Construction Activities:
  - 6.4.1 All construction activities specified in the Employer's Requirements/Contractor's Proposals.

## 7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1 <sup>st</sup> Stage Tender Return	Response to the 1 <sup>st</sup> stage tender	22/10/2021
2 <sup>nd</sup> Stage Tender Return	Response to the 2 <sup>nd</sup> stage tender	24/12/2021
Start on site	Start on site date	08/02/2022

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GF Completion	Sectional completion of GF	21/03/2022
1F Completion	Sectional completion of 1F	23/03/2022
2F Completion	Sectional completion of 2F	20/04/2022
3F Completion	Sectional completion of 3F	12/05/2022
4F Completion	Sectional completion of 4F	28/06/2022

## **8. MANAGEMENT INFORMATION/REPORTING**

- 8.1 The Supplier shall not pass through or recharge to, or otherwise recover from the Contracting Authority the cost of the Framework Management Charge. This charge should not be itemised in your Pricing Schedule/Cost plan.

## **9. VOLUMES**

- 9.1 Not Applicable

## **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **11. SUSTAINABILITY**

- 11.1 The Contractor shall comply with sustainability and environmental protection requirements set out in the contract.

## **12. QUALITY**

- 12.1 The Contractor shall align with the quality requirements defined by the Professional Team in the Employer's Requirements in the contract.

## **13. PRICE**

- 13.1 The Contractor shall follow the Contract Sum Analysis template provided by the Professional Team in the tender pack.
- 13.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

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## 14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## 15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority will measure the quality of the Supplier's delivery by:
  - 15.1.1 the CWAS KPIs, as identified below and set out in the separate Excel appended to Attachment 3:

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Commercial Interests

- 15.2 Liquidated Damages will be embedded in the contract, which are valued damages that are levied when the Contractor misses the Completion Date for an unagreed reason.
- 15.3 The JCT Contract allows for termination under specific conditions, such as poor performance, not following the CDM Regulations, etc. At the point of termination, the Contracting Authority 'own' all works/design that have been completed at the point of termination, which will allow the Contracting Authority to re-procure the remaining works with the information readily available.

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## **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 16.1 Tenderers shall be familiar with and operate within HMG Security policy framework, May 2018.  
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>
- 16.2 All project related documents and correspondence shall be classified as OFFICIAL. Occasionally some projects elements may require SECRET and rarely TOP SECRET classifications.
- 16.3 OFFICIAL information can be managed with good commercial solutions that mitigate the risks faced by any large corporate organisation.
- 16.4 There are three different types of national security vetting clearance: Counter-Terrorist Check (CTC), Security Check (SC), and Developed Vetting (DV). Before any such clearance is undertaken the requirements of the Baseline Personnel Security Standard (BPSS) must be met.
- 16.5 For GPA projects contractors employees and sub-contractors must carry a minimum BPSS clearance.
- 16.6 Further Information:  
<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

## **17. PAYMENT AND INVOICING**

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to:  
APinvoices@gpa-cbre.com  
Government Property Agency, c/o CBRE, Accounts Payable, 55 Temple Row,  
Birmingham, B2 5LS
- 17.4 And copied to finance@gpa.gov.uk and the Contract Administrator.

## **18. CONTRACT MANAGEMENT**

- 18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 18.2 Further Contract Management requirements will be defined during the 2<sup>nd</sup> stage tender.

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## **19. LOCATION**

- 19.1 The location of the Services will be carried out at Feethams House, Darlington, DL1 5AD.

GPA - Darlington Temporary - CCS INVITATION TO TENDER

Detailed Attachment 3 - Statement of Requirements

Drawing List Appendix  
Rev 1.1 - 05/10/2021 - ITT

Attachment 3.1 - Existing Building Information	Drawing Title	Drawing Number	Revision	Location
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SE-20406-C2_SE Lift Shaft Setting Out and Pit Detail	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SE-20031-C2_SE Building Long Section	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SE-20030-C2_SE Building Cross Sections	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SC-20801-C4_SC Internal Door Schedule	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SC-20603-C2_SC Glazing Schedule 3 of 3	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SC-20602-C2_SC Glazing Schedule 2 of 3	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-SC-20601-C2_SC Glazing Schedule 1 of 3	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-80006-C2_PL Proposed Site Plan with Existing Services	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-80002-C3_PL Site Plan Proposed	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-80001-C2_PL Site Plan Existing	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-20407-C2_PL Riser 06 and 07 Setting Out	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-20405-C4_PL Core Layout Levels 1-4	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-10001-C2_PL Site Co Ordinates Plan	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-PL-00001-C2_PL Location Plan	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-50101-C3_EL Typical WC Layout	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-20913-C2_EL West Elevation External Cladding Areas	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-20911-C3_EL Fire Strategy Elevations	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-20022-C2_EL East Elevation	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-20021-C4_EL West Elevation	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-EL-20020-C2_EL North and South Elevations	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-80402-C3_DE Retaining Wall Details	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-80401-C2_DE Perimeter Railing Details	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-80202-C2_DE Access Stair Details 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-80201-C2_DE Access Stair Details 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-80201-C2_DE Access Stair Details	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20802-C3_DE Internal Door Details	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20717-C2_DE Partition Plan Details Staircore 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20716-C2_DE Partition Plan Details Staircore 1 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20716-C2_DE Partition Plan Details Staircore 1	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20715-C2_DE Partition Plan Details	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20714-C2_DE Partition Sections Gridline 8	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20713-C2_DE Partition Section Staircores 1 and 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20712-C2_DE Partition Sections Gridline 6	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20711-C2_DE Partition Details 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20710-C2_DE Partition Details	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20558-C2_DE Plan Details External Walls	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20557-C3_DE Plan Details North Elevation	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20556-C3_DE Plan Details Reconstituted Stone 2	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20555-C4_DE Rainscreen Cladding Detail 4	As Built	
	Architectural As Builts	K00194-NAP-ZZ-XX-A-DE-20554-C3_DE Rainscreen Cladding Details 3	As Built	

# GPA - Darlington Temporary - CCS INVITATION TO TENDER



## Detailed Attachment 3 - Statement of Requirements

Drawing List Appendix  
Rev 1.1 - 05/10/2021 - ITT

Drawing Title	Drawing Number	Revision	Location
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20553-C3_DE Rainscreen Cladding Details 2	As Built	Attachment 3.1 - Existing Building Information Hyperlink to download link listed in Attachment 3, Section 5.3
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20551-C3_DE Parapet Details East and West	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20550-C3_DE Parapet Details	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20547-C3_DE Composite Cladding Details	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20546-C3_DE Rainscreen Cladding Details	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20543-C3_DE Plan Details Composite Cladding	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20542-C4_DE Plan Details Reconstituted Stone	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20541-C4_DE Plan Details Fibre Cement Board	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20540-C4_DE Plan Details Ground Floor External Walls	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20535-C2_DE External Wall Sections 5	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20534-C3_DE External Wall Sections 4	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20533-C3_DE External Wall Sections 3	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20532-C3_DE External Wall Sections 2	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20531-C3_DE External Wall Sections 1	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20410-C2_DE Precast Stair General Setting Out	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20403-C2_DE Balustrade Details	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20402-C2_DE Stair Core 2 Setting Out	As Built	
Architectural As Built	K00194-NAP-ZZ-XX-A-DE-20401-C2_DE Stair Core 1 Setting Out	As Built	
Architectural As Built	K00194-NAP-ZZ-SP-A-00001 C3 NBS Architectural specification LCI_1	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
Architectural As Built	K00194-NAP-ZZ-SP-A-00001 C3 NBS Architectural specification LCI	As Built	
Architectural As Built	K00194-NAP-ZZ-05-A-SE-20301-C1_PL Roof Access and Maintenance Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-05-A-PL-20905-C2_PL Roof Plan Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-05-A-PL-20005-C2_PL Roof Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-05-A-DE-20310-C2_DE Roof Details	As Built	
Architectural As Built	K00194-NAP-ZZ-04-A-PL-30304-C3_PL Fourth Floor Ceiling Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-04-A-PL-30004-C3_PL Fourth Floor Finishes	As Built	
Architectural As Built	K00194-NAP-ZZ-04-A-PL-20904-C4_PL Fourth Floor Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-04-A-PL-20704-C2_PL Fourth Floor Partition Types	As Built	
Architectural As Built	K00194-NAP-ZZ-04-A-PL-20004-C3_PL Fourth Floor Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-30303-C3_PL Third Floor Ceiling Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-30003-C3_PL Third Floor Finishes_2	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-30003-C3_PL Third Floor Finishes	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-20903-C4_PL Third Floor Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-20703-C2_PL Third Floor Partition Types	As Built	
Architectural As Built	K00194-NAP-ZZ-03-A-PL-20003-C3_PL Third Floor Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-02-A-PL-30302-C3_PL Second Floor Ceiling Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-02-A-PL-30002-C3_PL Second Floor Finishes	As Built	
Architectural As Built	K00194-NAP-ZZ-02-A-PL-20902-C4_PL Second Floor Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-02-A-PL-20702-C2_PL Second Floor Partition Types	As Built	
Architectural As Built	K00194-NAP-ZZ-02-A-PL-20002-C3_PL Second Floor Plan	As Built	

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Drawing Title	Drawing Number	Revision	Location
Architectural As Built	K00194-NAP-ZZ-01-A-PL-30301-C3_PL First Floor Ceiling Plan	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
Architectural As Built	K00194-NAP-ZZ-01-A-PL-30001-C3_PL First Floor Finishes	As Built	
Architectural As Built	K00194-NAP-ZZ-01-A-PL-20901-C4_PL First Floor Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-01-A-PL-20701-C2_PL First Floor Partition Types	As Built	
Architectural As Built	K00194-NAP-ZZ-01-A-PL-20001-C3_PL First Floor Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-80011-C2_PL Bike Shelter Setting Out	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-80010-C2_PL Paving Layout Details	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-80003-C7_PL Landscape Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-50100-C4_PL Ground Floor Pop Up Locations 2	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-50100-C4_PL Ground Floor Pop Up Locations	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-30300-C3_PL Ground Floor Ceiling Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-30000-C5_PL Ground Floor Finishes	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20912-C3_PL Site Boundary Distances	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20910-C2_PL Fire Appliance Access	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20900-C4_PL Ground Floor Fire Strategy	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20700-C3_PL Ground Floor Partition Types	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20404-C3_PL Core Layout Ground Floor	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-PL-20000-C5_PL Ground Floor Plan	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-DE-20604-C3_DE External Doors	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-DE-20549-C4_DE External Wall Ground Floor Slab Details 3	As Built	
Architectural As Built	K00194-NAP-ZZ-00-A-DE-20548-C3_DE External Wall Ground Floor Slab Details 2	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
Architectural As Built	K00194-NAP-ZZ-00-A-DE-20545-C4_DE External Wall Ground Floor Slab Details	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20151-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20131-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20121-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20115-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20114-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20113-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20112-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-XX-DR-X-20111-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-05-DR-X-20145-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-05-DR-X-20106-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-04-DR-X-20144-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-04-DR-X-20105-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-03-DR-X-20143-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-03-DR-X-20104-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-02-DR-X-20142-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-02-DR-X-20103-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-01-DR-X-20141-AB	As Built	
Civil & Structural As Built	K00194-FIN-Z1-01-DR-X-20102-AB	As Built	

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Drawing Title	Drawing Number	Revision	Location
Civil & Structural As Built	K00194-FIN-Z1-00-DR-X-20101-AB	As Built	Attachment 3.1 - Existing Building Information Hyperlink to download link listed in Attachment 3, Section 5.3
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20502-X-SE External Wall Sections	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20501-X-GA External Walls	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20124-X-SE Steelwork Sections Sheet 4	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20123-X-SE Steelwork Sections Sheet 3	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20122-X-SE Steelwork Sections Sheet 2	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20121-X-SE Steelwork Sections Sheet 1	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20113-X-EL Steelwork Elevations Sheet 3	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20112-X-EL Steelwork Elevations Sheet 2	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-20111-X-EL Steelwork Elevations Sheet 1	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-10132 Rev X	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-10131 Rev X	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-10130 Rev X	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-10106-X-GA Sub-Station	As Built	
Civil & Structural As Built	K00194-3E-Z1-XX-DR-S-10104-X-DE Foundation Slab Details	As Built	
Civil & Structural As Built	K00194-3E-Z1-FN-DR-S-10102-X-GA Foundation Layout	As Built	
Civil & Structural As Built	K00194-3E-Z1-FN-DR-S-10101-X-GA Piling Layout	As Built	
Civil & Structural As Built	K00194-3E-Z1-05-DR-S-20206-X Level 05 Slab Upstands	As Built	
Civil & Structural As Built	K00194-3E-Z1-05-DR-S-20205-X-GA Level 05 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-Z1-05-DR-S-20105-X-GA Level 05 Steelwork	As Built	Attachment 3.1 - Existing Building Information Hyperlink to download link listed in Attachment 3, Section 5.3
Civil & Structural As Built	K00194-3E-Z1-04-DR-S-20204-X-GA Level 04 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-Z1-04-DR-S-20104-X-GA Level 04 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-03-DR-S-20203-X-GA Level 03 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-Z1-03-DR-S-20103-X-GA Level 03 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-02-DR-S-20202-X-GA Level 02 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-Z1-02-DR-S-20102-X-GA Level 02 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-01-DR-S-20201-X-GA Level 01 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-Z1-01-DR-S-20101-X-GA Level 01 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-00-DR-S-20106-X-GA Level 00 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-00-DR-S-20100-X-GA Level 00 Steelwork	As Built	
Civil & Structural As Built	K00194-3E-Z1-00-DR-S-10105-X-GA Level 00 Concrete Slab	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80609 - Drainage Maintenance Plan - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80608 - Manhole Schedule - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80607 - Hydrobrake Manhole Detail - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80606 - Drainage Details Sheet 2 - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80605 - Drainage Details Sheet 1 - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80604 - Catchment Area Plan - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80603 - Drainage Layout - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80602 - Existing Drainage Abandonment Plan - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80601 - Existing Drainage Layout - X	As Built	

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Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80006 - Section 38-278 Details - X	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80005 - Boundary Sections - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80004 - External Build Ups Details - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80003 - Section 38-278 Layout - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80002 - External Build Ups - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-80001 - External Works Layout - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-00004 - Fire Tender Vehicle Tracking - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-00003 - Northern Power Grid Vehicle Tracking - X	As Built	
Civil & Structural As Built	K00194-3E-XX-XX-DR-C-00002 - Service Vehicle Tracking - X	As Built	
M&E As Built	3019-TGA-Z1-05-DR-E-51101- Fire_Alarm	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
M&E As Built	3019-TGA-Z1-04-DR-E-51101- Fire_Alarm	As Built	
M&E As Built	3019-TGA-Z1-03-DR-E-51101- Fire_Alarm	As Built	
M&E As Built	3019-TGA-Z1-02-DR-E-51101- Fire_Alarm	As Built	
M&E As Built	3019-TGA-Z1-01-DR-E-51101- Fire_Alarm	As Built	
M&E As Built	3019-TGA-Z1-00-DR-E-51101- Fire_Alarm	As Built	
M&E As Built	3019-TCL-ZZ-RF-DR-E-51101 - Lightning Protection	As Built	
M&E As Built	3019-TCL-Z1-XX-DR-E-80702- External_Services	As Built	
M&E As Built	3019-TCL-Z1-XX-DR-E-80701- External Lighting	As Built	
M&E As Built	3019-TCL-Z1-XX-DR-E-51201- Disabled_Refuge_WC_Alarms	As Built	
M&E As Built	3019-TCL-Z1-XX-DR-E-50801- LV_Schematic	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
M&E As Built	3019-TCL-Z1-05-DR-E-50803- Containment	As Built	
M&E As Built	3019-TCL-Z1-05-DR-E-50802- General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-05-DR-E-50802EM- Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-05-DR-E-50001- Roof_Combined_Electrical_Services	As Built	
M&E As Built	3019-TCL-Z1-04-DR-E-51201- Security	As Built	
M&E As Built	3019-TCL-Z1-04-DR-E-50803- Containment	As Built	
M&E As Built	3019-TCL-Z1-04-DR-E-50802- General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-04-DR-E-50802EM- Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-04-DR-E-50801- Small_Power_and_Data	As Built	
M&E As Built	3019-TCL-Z1-03-DR-E-51201- Security	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
M&E As Built	3019-TCL-Z1-03-DR-E-50803- Containment	As Built	
M&E As Built	3019-TCL-Z1-03-DR-E-50802- General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-03-DR-E-50802EM- Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-03-DR-E-50801- Small_Power_and_Data	As Built	
M&E As Built	3019-TCL-Z1-02-DR-E-51201- Security	As Built	
M&E As Built	3019-TCL-Z1-02-DR-E-50803- Containment	As Built	
M&E As Built	3019-TCL-Z1-02-DR-E-50802- General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-02-DR-E-50802EM- Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-02-DR-E-50801- Small_Power_and_Data	As Built	
M&E As Built	3019-TCL-Z1-01-DR-E-51201- Security	As Built	

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Drawing Title	Drawing Number	Revision	Location
M&E As Built	3019-TCL-Z1-01-DR-E-50803-Containment	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
M&E As Built	3019-TCL-Z1-01-DR-E-50802-General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-01-DR-E-50802EM-Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-01-DR-E-50801-Small_Power_and_Data	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-51201-Security	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-50803-Containment	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-50802-General_and_Emergency_Lighting	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-50802EM-Emergency_Addresses	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-50801-Small_Power_and_Data	As Built	
M&E As Built	3019-TCL-Z1-00-DR-E-50001-NPG_Substation_and_LV_Switchroom	As Built	
M&E As Built	3019-HM-Z1-XX-DR-M-80001	As Built	Attachment 3.1 - Existing Building information Hyperlink to download link listed in Attachment 3, Section 5.3
M&E As Built	3019-HM-Z1-XX-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-XX-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-XX-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-XX-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-06-DR-M-50001	As Built	
M&E As Built	3019-HM-Z1-05-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-05-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-05-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-04-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-04-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-04-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-04-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-04-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-03-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-03-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-03-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-03-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-03-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-02-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-02-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-02-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-02-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-02-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-01-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-01-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-01-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-01-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-01-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50701	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50602	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50601	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50401	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50101	As Built	
M&E As Built	3019-HM-Z1-00-DR-M-50001	As Built	

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	Drawing Title	Drawing Number	Revision	Location
	Drawing Title	Drawing Number	Revision	Location
Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release)	<b>Drg. Series:</b>	<b>(01) General Arrangement</b>		
	Level 00 General Arrangement	DAR1-ATK-XX-00-DR-I-011000	P01	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Level 01 General Arrangement	DAR1-ATK-XX-01-DR-I-011001	P01	
	Level 02 General Arrangement	DAR1-ATK-XX-02-DR-I-011002	P01	
	Level 03 General Arrangement	DAR1-ATK-XX-03-DR-I-011003	P01	
	Level 04 General Arrangement	DAR1-ATK-XX-04-DR-I-011004	P01	
	<b>Drg. Series:</b>	<b>(11) Partitions</b>		
	Level 00 Internal Partition Types	DAR1-ATK-XX-00-DR-I-110000	P01	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Level 01 Internal Partition Types	DAR1-ATK-XX-01-DR-I-110001	P01	
	Level 02 Internal Partition Types	DAR1-ATK-XX-02-DR-I-110002	P01	
	Level 03 Internal Partition Types	DAR1-ATK-XX-03-DR-I-110003	P01	
	Level 04 Internal Partition Types	DAR1-ATK-XX-04-DR-I-110004	P01	
	Typical Meeting Rooms - Section 04	DAR1-ATK-XX-00-DR-I-121003	P01	
	<b>Drg. Series:</b>	<b>(12) Room Data Sheets</b>		
	Door Types Draft Schedule 1 of 2	DAR1-ATK-XX-00-DR-I-121001	P01	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Door Types Draft Schedule 2 of 2	DAR1-ATK-XX-00-DR-I-121002	P01	
	Typical Meeting Rooms - Glazed Screens	DAR1-ATK-XX-00-DR-I-121003	P01	
	<b>Drg. Series:</b>	<b>(31) Floor Finishes</b>		
	Level 00 Floor Finishes Plan	DAR1-ATK-XX-00-DR-I-311000	P01	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Level 01 Floor Finishes Plan	DAR1-ATK-XX-01-DR-I-311001	P01	
	Level 02 Floor Finishes Plan	DAR1-ATK-XX-02-DR-I-311002	P01	
	Level 03 Floor Finishes Plan	DAR1-ATK-XX-03-DR-I-311003	P01	
	Level 04 Floor Finishes Plan	DAR1-ATK-XX-04-DR-I-311004	P01	
	<b>Drg. Series:</b>	<b>(35) Ceilings</b>		
	Level 00 Reflective Ceiling Plan	DAR1-ATK-XX-00-DR-I-35100	P05	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Level 01 Reflective Ceiling Plan	DAR1-ATK-XX-01-DR-I-35101	P03	
	Level 02 Reflective Ceiling Plan	DAR1-ATK-XX-02-DR-I-35102	P04	
	Level 03 Reflective Ceiling Plan	DAR1-ATK-XX-03-DR-I-35103	P03	
	Level 04 Reflective Ceiling Plan	DAR1-ATK-XX-04-DR-I-35104	P04	
	<b>Drg. Series:</b>	<b>(SP) Specifications</b>		
	Outline Specification - Finishes Schedule	DAR1-ATK-XX-XX-PP-ID-0002	P01	
	<b>Drg. Series:</b>	<b>Enabling works</b>		
	Enabling Works - Level 4 Structural Plan	GPAFH-ATK-ZZ-04-DR-S-000005	P01	Attachment 3.2 - Stage 3 - Drawings & Specifications (Stage 1 Tender Release) Hyperlink to download link listed in Attachment 3, Section 5.3
	Enabling Works - Level 2 Structural Plan	GPAFH-ATK-ZZ-02-DR-S-000003	P01	
	Enabling Works - Level 3 Structural Plan	GPAFH-ATK-ZZ-03-DR-S-000004	P01	
	Enabling Works - Level 1 Structural Plan	GPAFH-ATK-ZZ-01-DR-S-000002	P01	
	Enabling Works - External	DAR1-ATK-ZZ-00-DR-A-10200	P02	
	Enabling Works - General Structural Details	GPAFH-ATK-ZZ-XX-DR-S-000010	P03	
	Enabling Works - First Floor	DAR1-ATK-ZZ-01-DR-A-10201	P03	
	Enabling Works - Second Floor	DAR1-ATK-ZZ-02-DR-A-10202	P03	
	Enabling Works - Third Floor	DAR1-ATK-ZZ-03-DR-A-10203	P03	
	Enabling Works - Fourth Floor	DAR1-ATK-ZZ-04-DR-A-10204	P03	

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	Drawing Title	Drawing Number	Revision	Location
Attachment 3.3 - GPA Design Guide and Annexes				
	GPA_DesignGuide_Interactive_V2.0_20th August_FINAL DRAFT	As File name	As File name	Attachment 3.3 - GPA Design Guide and Annexes Hyperlink to download link listed in Attachment 3, Section 5.3
	B2IM Condition Surveying LOR - Policy Guidance - Draft - V1.4	As File name	As File name	
	B2IM Policy Guidance - draft - V1.4	As File name	As File name	
	Gov Hubs FFE Specification Requirements V1.0 March 2020	As File name	As File name	
	Government Hubs Healthy Building Guide OFFICIAL	As File name	As File name	
	GPA Employer Requirement Checklist October 2020	As File name	As File name	
	GPA Wayfinding & Identity Application Guidelines_draft issue v0.1	As File name	As File name	
	HM Government Identity Guidelines	As File name	As File name	Attachment 3.3 - GPA Design Guide and Annexes Hyperlink to download link listed in Attachment 3, Section 5.3
	Inclusive Design Standards March 2020 v1.0 OFFICIAL	As File name	As File name	
	MEP Technical Annex - Precis	As File name	As File name	
	Net_Zero_and_Sustainability_Annex__August_2020	As File name	As File name	
	Part 1_2 - Mechanical Electrical and Public Health ( REV P2)	As File name	As File name	
	Part 3 - Workmanship_Materials	As File name	As File name	
	The_Historic_Building_Annex	As File name	As File name	

# GPA - Darlington Temporary - CCS INVITATION TO TENDER



## Detailed Attachment 3 - Statement of Requirements

Drawing List Appendix  
Rev 1.1 - 05/10/2021 - ITT

	Drawing Title	Drawing Number	Revision	Location
	Drawing Title	Drawing Number	Revision	Location
Attachment 3.4 - BIM Pack	Asset Delivery Requirements (ADR)	DAR1-ATK-XX-XX-SP-IM-000001	P03	Attachment 3.4 - BIM Pack Hyperlink to download link listed in Attachment 3, Section 5.3
	Information Delivery Plan (IDP) Template	GPA-FNG-ER-XX-SP-IM-0004	P01.01	
	Exchange Information Requirements (EIR)	B2IM-FAG-XX-XX-SP-IM-000001	P02	
	Information Container Naming Convention	B2IM-FAG-XX-XX-SP-IM-000003	P03	
	Information Protocol Template	Information Protocol Template to	3	
	Information Protocol Template Guidance	Information Protocol Template	1	
	Model Production and Delivery Table	GPA-FG-ZZ-XX-RP-IM-0004	P01	
	Asset Information Requirements (AIR)	B2IM-FAG-XX-XX-SP-IM-000002	P01	
	Parameters & Naming Convention	B2IM-ACM-XX-XX-SP-IM-000001	P03	

GPA - Darlington Temporary - CCS INVITATION TO TENDER



Detailed Attachment 3 - Statement of Requirements

Drawing List Appendix  
Rev 1.1 - 05/10/2021 - ITT

	Drawing Title	Drawing Number	Revision	Location
	Drawing Title	Drawing Number	Revision	Location
Attachment 3.6 - Stage 2 Information for Incorporation				
	CAT B Stage 2 Report_Rev_02_210820 Redacted & Edited Version v1 - For Stage 1 Procurement ONLY	DAR1-ATK-XX-XX-RP-A-000000	02x	Attachment 3.4 - BIM Pack Hyperlink to download link listed in Attachment 3, Section 5.3
	GPA Darlington Design Risk Register Stage 2	GPA Darlington Design Risk Register Stage 2_RIBA Stage 2 Design Risk Register	0	

## **Annex B: Annex B: Pre-Construction Services & Employers Requirements**

### **Scope of Pre - Construction Services**

## **Scope of Pre - Construction Services for Two Stage Design and Build**

### **1.0 Delivery Model**

#### **1.1 Two Stage Design and Build**

Call Off Stage 1: Pre-construction activities and design under a PCSA: The Employer will select a Contractor in accordance with Framework Schedule 4. The Contractor will remain responsible for all design in accordance with the PCSA and/or Call-Off Contract. The successful Contractor will develop a design proposal on the basis of open book costs that satisfies the Employer's stated outcomes and cost benchmark in accordance with the scope outlined within the PCSA. The Contractor is to meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and finalise key work packages with any Subcontractors.

### **2.0 Framework Specification**

#### **2.1 Project Delivery Model – Two Stage Design and Build**

At Call Off Stage 1, the successful Contractor will:

- a) work with the Employer through the PCSA on a fixed price basis to develop the Reference Design. Depending on the Employer's individual project requirements, this may be from Concept Design (RIBA Stage 2), Developed Design (RIBA Stage 3) or Technical Design (RIBA Stage 4);
- b) produce a design capable of being delivered in Construction (RIBA Stage 5)
- c) undertake other pre-construction activities to de-risk the construction stage to an optimum level;
- d) undertake transparent procurement (open book) in collaboration with the Project Team;
- e) submit its Contractor's Proposals to the Employer including the design, price, programme etc for acceptance, prior to Call Off Stage 2.

The Employer will then in accordance with the PCSA authorise/ or decline the Contractor to progress to the Construction Stage (RIBA Stage 5) by issuing a Notice to Proceed.

#### **2.2. Programme (schedule) Management**

The Contractor is to undertake programme management. As part of the response to a further competition for a Call Off, the Contractor is to submit its construction programme and construction methodology. The Contractor and the Employer will jointly agree the programme which shall include the deliverables and resources for each stage.

The Contractor shall produce a logically sound programme based on estimates for activities of work aligned to the Employer's delivery milestones. At regular intervals the Contractor shall assess and update progress against the latest programme. Where possible this will involve the Contractor, with the Employer, performing an on-site inspection of the project during the early Works and also during the construction phase. Once progress has been agreed, the remaining work shall be re-scheduled, if required to provide a planned completion date. To improve programme reliability the Contractor shall then perform a Two (2) week look ahead facilitated process to assess any actions that may be required to ensure that those activities in the upcoming Two (2) weeks are able to commence as planned. At the end of Pre-Construction Phase, the Contractor and the Employer shall have agreed the construction programme and construction methodology which shall include:

- a) Optimum phasing, sequencing and overall schedule for the construction phase

- b) Construction logistics planning
- c) Constructability advice to design ongoing through construction phase
- d) Pre-fabrication and pre-assembly planning (where applicable)
- e) Operational interface and handover planning
- f) Advanced works
- g) Mobilisation period
- h) Commissioning period.

#### 2.2.1. Stage 1 activities for Two Stage Design & Build

The Contractor shall:

2.2.1.1. Prepare an updated master programme to the Contractor's Stage 1 tendered programme (if required) within 2 weeks from appointment for Stage 1, in conjunction with the Project Team to include all the activities of Preconstruction and Construction Period. This is to be in sufficient detail to control the pre-construction and construction period activities and to indicate that the proposed dates of start on site, practical completion and section completion are practical objectives.

2.2.1.2. The programme is to be fully logic linked and show a critical path. Any activity over four (4) weeks in duration should be broken down into clearly identifiable sub tasks. The programmes will be numbered and dated and be named as either:

- a) Master Project Programme
- b) Master Construction Programme
- c) Preconstruction programme
- d) Procurement programme
- e) Construction programme
- f) Commissioning programme

The Contractor will supply the programme to the client in both PDF format and in its native electronic format. All programmes will be baselined and progress measured against the accepted baseline programme. Progress will be shown on the programme on a monthly basis or at the Employer's Agent request. The progress drop lines will be straightened to show forecast completion dates with % progress shown in the spread sheet section of the programme, planned % complete will also be shown in the spreadsheet section of the programme.

2.2.1.3. All programmes for the project will be produced using Asta Powerproject and/or Microsoft Project, and should be supported by method statements and detailed stage drawings which should highlight as a minimum the following:

- Logistics and access routes
- Means of escape
- Site accommodation and welfare locations
- Delivery areas
- Hoist / crane locations
- Temporary works
- Hoarding lines

2.2.1.4. Prepare detailed package procurement information schedules in conjunction with the Project Team giving dates for the release of information (including information to be provided by the Project Team and Sub-Contractors) and showing inter alia procurement periods for all

- work packages. This should be in accordance with the date outlined within the master programme.
- 2.2.1.5. Identify any long lead equipment and schedule dates when equipment is to be tendered, recommendation reports issued, technical submittals signed off and orders placed etc in order to achieve delivery in accordance with the relevant programme milestones.
- 2.2.1.6. Within 2 weeks of appointment for Stage 1, prepare a separate preconstruction phase programme to include a detailed breakdown of the shop drawing programme and how this interrelates with the construction programme, construction period and services commissioning for acceptance by the Employer, Employer's Agent and Project Team.
- 2.2.1.7. Prepare and agree a programme of design information with the Project Team and Sub-Contractors who have a design responsibility. Co-ordinate the production of that information in accordance with the programme and ensuring it is provided to all relevant parties to allow them to fulfil their design and design co-ordination responsibilities.
- 2.2.1.8. Prepare a separate construction and commissioning programmes to detail activities on a floor by floor basis.
- 2.2.1.9. Ensure that all programmes include dates for the issue of information by other consultants, activities of the Contractor and Sub-Contractors and Employer direct suppliers (e.g. workstation furniture, meeting tables with integrated AV, soft furnishings, data cabling, branding etc) and are of sufficient detail to:
- a) Allow the Contractor to manage the construction period activities; and
  - b) Indicate the critical path sequence and agreed Access and Completion Dates.
- 2.2.1.10. Maintain and update all programmes on a weekly basis and fulfil reporting regimes detailed in this agreement.
- 2.2.1.11. As soon as is practicable but in any event before any tenders are invited for any Sub-Contract element, prepare a construction programme giving earliest start and anticipated finish dates for each Sub-Contract.
- 2.2.1.12. Provide logistics planning to include but not be limited to details of the following:
- a) Annotated drawings showing all site welfare & site office / meeting facilities and how these alter according to the phasing of the project;
  - b) Site security procedures;
  - c) Incoming goods and outgoing waste transfer routes; and
  - d) Waste management procedures.
- 2.2.1.13. Set up handover strategy for each of the building sections as dictated by the tests for Sectional / Practical Completion detailed under the Call-Off Contract.
- 2.2.1.14. Produce a noise management chart detailing works to be undertaken, noise levels expected and times slots and scales associated. This document will be used as a live document in the management of the site and liaison with the Landlord and Employer.
- 2.2.1.15. Include within their programme dates as to when submissions need to be made to Landlords and Developers for consent/approvals of works within their demise.

## **2.3. Cost Management and Estimating**

The Contractor is to undertake cost management. The Contractor shall be required to provide to the Employer cost estimates for design and construction at the end of each design stage for internal management and budgetary purposes.

The Employer will work with the Contractor and agree the cost estimates as they are being compiled. All estimates shall account for the entirety of the Fit Out Works plus any other works specifically agreed with the Employer to be procured through the successful Contractor. The accuracy of the cost estimates and the detailed data within them shall be commensurate with the stage of design.

At the end of Pre-Construction Phase, the Contractor should submit the Contract Sum Analysis and Contractor's proposals to the Employer for approval. The Employer will have visibility of the proposed Contract Sum having been through the procurement exercise jointly with the Contractor.

The Contract Sum shall include:

- a) Aggregate of the tendered sub-contract packages
- b) Pre-construction services fee
- c) Construction phase preliminaries
- d) Overheads and Profit % (OH&P)
- e) Design fees
- f) Any risk allowances (where applicable);

### **2.3.1. Stage 1 activities for Two stage Design & Build**

2.3.1.1. Immediately following acceptance of the First Stage Tender the Contractor shall:

If deemed necessary by the Employer, within 14 days of appointment under the PCSA (and prior to commencement of the next RIBA Stage) update his Target Cost Plan to be agreed with the Employer's Agent. The cost plan must follow the standard New Rules of Measurement (NRM) format, layout and build up with floor by floor breakdowns. The cost plan summary page must be provided in the standard NRM format. The Employer's Agent will provide a template for this document for use.

2.3.1.2. Ensure that the Target Cost Plan identifies total costs for the following key elements:

- a) Pre-construction services;
- b) Construction phase main contractor management;
- c) Construction phase preliminaries (site set-up, hoardings etc.);
- d) Surveys;
- e) Elemental (Sub-Contract) costs (floor by floor); and
- f) Main contractor's overheads and profit mark up.

2.3.1.3. Produce a pre-construction and construction cashflow forecast for approval by the Employer's Agent, to be managed by the Contractor as a live document.

2.3.1.4. At the subsequent design stage, the Contractor will be responsible for creating the Contractor's Cost Plan for approval by the Employers Agent. He/she will be responsible for delivering the project Works within the Contractor's Cost Plan limit set, working in collaboration with the Project Team and specifically the Employer's Agent to identify risks in regards to achieving the Contractor Cost Plan, setting out and agreeing all actions to be carried out to mitigate any identified overspends.

- 2.3.1.5. Provide an updated Contractor's Cost Plan at each design stage which demonstrates that the Contractor's Cost Plan is still achievable. Provide a cost reduction plan where the Contractor's Cost Plan exceeds the limit set.
- 2.3.1.6. Convert the agreed Contractor's Cost Plan from NRM elemental cost format to Sub-Contract procurement packages as set out in the TES. This will allow for clear and transparent cost reporting as the project moves into the 2nd Stage procurement phase.
- 2.3.1.7. Develop Pre-Tender Estimates in accordance with the package split agreed with the Employers Agent within the TES.
- 2.3.1.8. Engage with the supply chain and undertake market testing as necessary and provide cost advice throughout the Preconstruction Phase.
- 2.3.1.9. In collaboration with the Employer's Agent produce a cost report system and document, to be managed by the Contractor and formally issued and presented on a fortnightly basis at each and every Employer report meeting throughout the Pre Construction Period. The report must contain the following information as a minimum:
- a) Executive summary;
  - b) Anticipated final cost (NRM summary format);
  - c) Over/underspend position of each Sub-Contract package;
  - d) Cost certainty achievement;
  - e) Exclusions/coverage;
  - f) Cost opportunities / threats;
  - g) Cashflow forecast;
  - h) Change control; and
  - i) Key actions/next steps.
- 2.3.1.10. In collaboration with the Project Team develop value management and engineering processes in order to review the design and specification of the Works with a view to achieving cost savings whilst maintaining design integrity, intent, quality and aesthetics.
- 2.3.1.11. Arrange and co-ordinate value management and engineering workshops as required.
- 2.3.1.12. Undertake a formal review and approval process for all value management and engineering items.
- 2.3.1.13. Identify with the Employer's Agent areas of potential increase or savings against the Sub-Contract packages, co-ordinate the interface between cost information and recommend appropriate action to the Project Team. Advise on any cost effects of agreed changes to the construction programme.
- 2.3.1.14. Provide cost advice on all Additional Services requested from the Employer. Agree process and timescales with Employer's Agent for providing budget advice, firm costs and concluding agreement on costs of formal change.
- 2.3.1.15. Provide benchmarking cost advice as and when required by the Project Team and specifically the Employer's Agent.
- 2.3.1.16. Agree the levels of cover and other terms of any insurances with the Employer and its advisers.

- 2.3.1.17. Through a 'competitive open book policy', agree with the Employer's Agent a progressive contract sum and ultimately the final Contract Sum. Template/Format to be agreed between the parties.

## **2.4. Value Engineering**

The value engineering will seek to optimise the design to provide the Employer with a scheme design which provides best value and best supports the Employer project requirements and business case. Two value engineering reviews will be held - one during Stage 3 Developed Design and one during Stage 4 Technical Design. These reviews will each include a one day workshop with relevant parties from both the Employer and the Contractor.

### **2.4.1 Stage 1 Activities for Two Stage Design & Build**

2.4.1.1 The Contractor is to carry out and lead value engineering as part of the design development process.

2.4.1.2 The Contractor shall provide all documents necessary for use during the workshops, as instructed by the Employer. The Contractor shall liaise with the Employer and produce a short summary report for each review.

2.4.1.3. The Contractor shall amend the design as instructed by the Employer following the outcome of the value engineering reviews.

## **2.5. Sub-Contractor procurement**

### **2.5.1. Stage 1 activities for Two stage Design & Build**

The Contractor shall:

2.5.1.1. Comply with clause 13 of the Framework Agreement with regard to the appointment of Sub-Contractors. Where the Employer has provided prior written consent to use of a Subcontractor under clause 13, the Contractor will agree the aggregated sum of the tendered Sub-Contract packages based on firm quotations from appropriately selected and sourced Sub Contractors.

2.5.1.2. Devise suitable work packages for Sub-Contracts and draft this list into a Tender Event Schedule ("TES").

2.5.1.3. Agree with the Employer's Agent the procedure for tendering and appointing Sub-Contractors.

2.5.1.4. Include in TES the following information as a minimum:

- a) Sub-Contract list – numbered;
- b) Description of works within the Sub-Contract;
- c) Sub-Contractor/supplier list (minimum 3nr tenderers);
- d) Pre-tender briefing/interviews (if necessary);
- e) Pre-tender estimate issue dates;
- f) Sub-Contract tender issue dates;
- g) Mid-tender review activities;
- h) Sub-Contract tender return dates;
- i) Post-tender interview dates;
- j) Best and final offer dates;
- k) Bid placement report issue dates;
- l) Employer approval 'required' dates;
- m) Sub-Contract lump sum fixed price value;
- n) Appointment dates;
- o) Contract execution dates;
- p) Warranty execution dates;
- q) Start on site dates;
- r) Practical completion dates; and
- s) Actions of the Project Team (where vital/of significant importance).

2.5.1.5. Prepare a specific statement for each Sub-Contract which reports on key subjects as follows:

- a) Content of each Sub-Contract, the extent of Sub-Contractor design, its interrelationship with other packages and the responsibilities and interfaces between packages;
- b) Set out the three quotes from proposed Sub-Contractors for each Sub-Contract or, where not practical, provide quotes benchmarked against rates over the previous 12 months;
- c) Set out each Sub-Contractor's work quality capabilities, recent relevant projects, current work load commitments and financial standing;
- d) Convert each statement into a formal auditable record of how each Sub-Contract tender list was selected; and
- e) Advise on whether any Sub-Contractor should be required to provide a performance bond, parent company guarantee, or other appropriate security/insurance, with the costs of such security/insurance to be borne by the Contractor.

2.5.1.6. Identify any long lead materials.

2.5.1.7. Monitor the content of the Sub-Contract packages to ensure that all work comprising the Works is included in a Sub-Contract package.

2.5.1.8. Be responsible for fully reporting the content and interfaces of each Sub-Contract package to the Project Team to ensure that all Works are procured.

2.5.1.9. Develop and agree the form of Sub-Contract and associated tender documents with the Project Team using the sub-contract which relates to the relevant Project Contract, including ensuring that such documents are fully compatible with the Contract Documents.

2.5.1.10. Review all drawings and specifications received and take responsibility for the completeness and adequacy of the same for the purpose of seeking Sub-Contract tenders which are capable of being priced with sufficient detail including checking to eradicate any discrepancies or divergences between the documents.

2.5.1.11. Prepare an 'open book procurement' strategy statement which details how the Sub-Contract packages will be procured and detail the activities listed in the next item.

2.5.1.12. Manage and undertake the following activities:

- a) Invite open book, competitive Sub-Contract tenders on a basis that is capable of being priced in sufficient detail to facilitate effective open book financial control and valuation;
- b) Prepare Sub-Contract tender documents in parallel with and co-ordinated with the work of the Project Team;
- c) Split the drawings, schedules and specifications into the relevant packages of works for the purposes of Sub Contractor procurement;
- d) Issue Sub-Contract tender documents electronically on pre - agreed dates as set out in the TES;
- e) Receive Sub-Contract tender returns electronically on deadline dates as set out in the TES;
- f) Include the Employer's Agent in all formal issues of information, including the tender documents from the Main Contractor and tender returns from the Sub-Contractors;
- g) Carry out any pre-tender, mid-tender and post tender Subcontract meetings, site visits and interviews, give the Employers Agent five Business Days' notice of all activities and permit the Architect/Contract Administrator and any other

person nominated by the Employer to attend and observe such activities;

- h) Include the Employer Agent in all pre, mid and post tender correspondence associated with any and all Sub-Contract tender activities;
- i) Undertake the opening of all Sub-Contract tender returns in the presence of the Employers Agent on the tender return deadline dates as set out in the TES;
- j) Prepare and issue tender return opening forms signed by the pre-agreed parties present at tender opening;
- k) Evaluate returns from Sub-Contractors and suppliers;
- l) Carry out any mid-tender interviews;
- m) Negotiate with the Sub-Contractors and suppliers; and
- n) Produce and issue a Sub-Contract recommendation report providing detailed written analysis of each Sub-Contract tender return received, providing recommendations on the same and identify any further negotiations to take place.

2.5.1.13. Ensure that a Sub-Contract recommendation report is issued for each Sub-Contract, including the following information as a minimum:

- a) Executive summary;
- b) Introduction;
- c) Tender process and returns;
- d) Tender analysis & adjustment;
- e) Tender evaluation;
- f) Cost options;
- g) Maintenance (if applicable);
- h) Health & Safety assessment
- i) Programme dates;
- j) Technical recommendation;
- k) Commercial recommendation;
- l) Sub-Contract package pre-tender estimate;
- m) Price vs. pre-tender estimate evaluation;
- n) Approval/sign off; and
- o) Appendices:
  - Tender enquiry letter;
  - Tender return form;
  - Tender returns;
  - Tender return analysis;
  - Pre, Mid & Post tender correspondence schedules;
  - Tender compliancy analysis.

2.5.1.14. Keep the Employer's Agent and any Employer's representative regularly and fully informed as to the progress of the tender process compared with the agreed programme, providing such information as the Employer's Agent may reasonably require.

2.5.1.15. Visit Sub-Contractors during design and production periods (for early works/long lead materials) to ensure that their delivery programmes are achieved and quality levels are being met. Invite the Employer's Agent and/or Employer's

Project Team as may be required.

2.5.1.16. In the event that a Sub-Contractor is unable to tender or is removed from the procurement process the Contractor is to immediately bring to the attention of the Employer's Agent and issue a statement setting out the grounds for this position and including an action plan for the prompt replacement with an alternative reputable Sub-Contractor of equal or improved capability in all of the pre-qualification criteria.

2.5.1.17. At the end of RIBA Stage 4 and as agreed in the Programme, provide a detailed set of Contractor's Proposals consisting of (but not limited to) the following which will form basis of the Stage 2 Call-Off Contract:

- a) Contract Sum Analysis – consisting of the aggregate of the tendered Sub-Contract prices, pre-construction services fee, construction phase preliminaries and overheads, design fees and any risk allowances (if required);
- b) Contractor's Proposals reflecting RIBA Stage 4 design
- c) Logistics and phasing plan
- d) Site management proposals
- e) Detailed package level construction phase programme in a format to be agreed with the Employer's Agent, but to include the critical path, linked activities and dependencies, float.
- f) Building Information Model as per Schedule 5.
- g) Risk register and management strategy

2.5.1.18. The Contractor is to advise the Employer immediately in writing on becoming aware of any concerns relating to Sub-Contractor stability and insolvency. Sub-Contractors are to have financial health check reports run periodically which are to be made available to the Employer on request.

2.5.1.19. The Contractor may share Sub-Contractor performance metrics monthly with the Employer if such a requirement is determined at the time of Further Competition.

2.5.1.20. Where the scope of the works remains consistent with that envisaged at tender stage, but the number of Sub-Contracts agreed increases when compared with the number of Subcontracts identified within the submitted TES, the Contractor's preliminaries or overheads and profit will not be affected.

## **2.6. Risk Management**

2.6.1 Stage 1 activities for Two Stage Design & Build

2.6.1 The Contractor is to undertake risk management. The Contractor from the start of Call Off Stage 1 shall develop, update and coordinate a project risk register. During each stage, the Contractor will undertake regular risk reviews every four (4) weeks with the Employer to assess all current known project risks and any new project risks which have the capacity to be a threat (positive or negative) to the successful delivery of the project.

2.6.1.2. The Contractor will continue to be responsible for updating and maintaining the project risk register during the Call-Off Contract.

## **2.7. Design Development**

The Contractor shall work collaboratively with the Employer and other suppliers to provide solutions which minimise disruption and whole life costs, whilst achieving the project objectives and delivering the project benefits. The Contractor and the Employer shall work together to identify, eliminate or mitigate construction risks during the design stage.

The design and construction shall, as far as is reasonably practicable:

- a) Minimise impact on the environment during construction, operation and

eventual disposal;

b) Comply with all relevant health and safety legislation;

c) Minimise whole life costs;

d) Acts, legislation, policy etc;

e) Take into account the requirements of the Employer's Design Guide;

f) Minimise disruption during the works; and

g) Minimise the potential for disruption during routine maintenance operations.

#### 2.7.1. Stage 1 activities for Two Stage Design & Build

The Contractor will in respect of the Works, including the Employer's Requirements:

2.7.1.1. Prepare, develop and complete the detailed designs for the Works, including but not limited to construction drawings and specifications.

2.7.1.2. Actively lead the design process, conduct all design progress meetings and lead the Employers Project Team to ensure satisfactory progression of the design in accordance with the Programme. Take the lead on issues of practicality, buildability, co-ordination and efficiency.

2.7.1.3. Review and agree design deliverables with Employer's Project Team members and formalise agreement in a report covering the design deliverables.

2.7.1.4. Arrange and lead regular design review workshops throughout the Pre-Construction Period - either weekly or fortnightly.

2.7.1.5. Review in detail and provide comments to the Employer's Agent as appropriate on the documents, specifications and drawings (generated as part of Reference Design) which are issued, including reviewing for compliance with environmental, health & safety, safety requirements, sound construction practice and value for money. Reviews with the Employer's Project Team are to be undertaken as documents are issued throughout the design development process.

Detailed review, comment and action by the Employer's Project Team to take place at design milestones and resulting gap analysis document would then be issued covering all work packages. The Contractor will ultimately take responsibility for the design of the Works under the Design & Build Contract, including the Employer's Requirements.

2.7.1.6. Provide and maintain a design risk register to manage outstanding issues during the Pre-Construction Period.

2.7.1.7. Manage the exchange of information between the Employer's Project Team, the Contractor, Sub-Contractors and the Contractor's supply chain where required to progress the Works in accordance with the Programme, together with co-ordination of the same within the overall design process and report progress to the Employer's Agent.

2.7.1.8. Lead and manage (including the management of the exchange of information between the Employer's Project Team and the Sub-Contractors), develop and monitor the design detailing with the Employer's Project Team where required to progress the Works in accordance with the Programme, together with coordination of the same within the overall design process and report progress on a monthly basis to the Employer's Agent.

2.7.1.9. Take a pro-active approach to Change Management by providing early warnings through monthly progress reports issued to the Employer's Agent. Any changes and their impact must be highlighted, either when design is issued at key gateways i.e. RIBA Stage 3 or where the Contractor identifies a likely change through his engagement with the Employer's Project Team as the design progresses.

2.7.1.10. Take a pro-active role in dealing with and filtering Subcontractor queries, and instigate and manage a formal Request for Information (RFI) procedure for dealing with such queries which are to be reviewed with the project team on a weekly basis and processed using the Common Data Environmental tool and dealt with using the agreed change control process where necessary.

2.7.1.11. Identify the key co-ordinating Sub-Contractors and those elements they will be expected to co-ordinate and/or design and inform the Employer of the same in writing.

2.7.1.12. Ensure that during the design process, on site wastage is kept to an absolute minimum, and provide the Employer with strategies and plans for waste reduction and recycling management to achieve this.

2.7.1.13. Finalise design proposals for handing over a defects and snag free building at practical completion in accordance with the contract documentation and Employer's Requirements and demonstrate how this will be achieved.

2.7.1.14. Investigate and report to the Employer on the availability and relative suitability of alternative materials and components throughout the design process.

2.7.1.15. Provide a detailed set of Contractor's Proposals at the end of RIBA Stage 4, in a format to be agreed with the Employer and the Employer's Agent.

2.7.1.16. If the Contractor becomes aware of changes in statutory requirements that are relevant to an instruction, he will immediately inform the Employer in writing.

2.7.1.17. If the Contractor becomes aware of unavailability of commonly procured materials for the project within the programme, he will inform the Employer immediately in writing, proposing alternatives.

## **2.8. Health, Safety, Environmental and Sustainability**

The Contractor is required to comply with the policy requirements so that the Employer can deliver the health, safety, environment and sustainability requirements for the programme.

2.8.1. Stage 1 activities for Two Stage Design & Build

2.8.1.1. The Contractor will develop specific policies for ensuring a safe project site, including:

- a) The implementation and compliance with the CDM Regulations;
- b) Identifying the individual(s) who enforce statutory compliance with safety regulations and/or define and implement special safety precautions for the company /project;
- c) Identification of a company-wide safety officer; and
- d) The steps to be taken by the Contractor should a Subcontractor or operative ignore safety regulations or otherwise perform in an unsafe manner.

2.8.1.2. The Contractor, as Principal Contractor (PC) during the construction phase, is to comply with the obligations and duties of the CDM Regulations 2015.

A designer is, an organisation or individual that:

- a) prepares or modifies a design for a construction project (including the design of temporary works); or
- b) arranges for, or instructs someone else to do so.

2.8.1.3. The Contractor is to prepare a Personal Protective Equipment (PPE) schedule for the Project Team and provide PPE as necessary

throughout the preconstruction phase made available at the project dedicated on-site project office.

## **2.9. Sustainability**

The Contractor shall comply with Government guidance and best practice, including (without limitation) as set out in the Greening Government Commitments associated and supporting documentation and publications such as the Common Minimum Standards, the Government Construction Strategy 2016 - 2020 and the Construction Strategy 2025. The UK Government is committed to sustainability and places great importance on working with Contractors to deliver contracts with sustainability incorporated.

The Contractor shall provide support to a number of strategic priorities related to the environment within wider government policy, which include, but are not limited to:

1. Reducing greenhouse gas emissions across the government estate by 50% by 2025 and by 80% by 2050, as per the Green Construction Board policy;
2. Reducing the amount of waste (including construction waste) generated and diverting waste from landfill;
3. Reducing water consumption, particularly in areas subject to water stress, while increasing water recycling;
4. Adopting a whole life cost approach to design cost and carbon and water reduction in the built environment, and assisting the Employer in meeting their targets arising from the Climate Change Act 2008;
5. Increasing liquidity in the supply chain through initiatives such as Supply Chain Finance, Project Bank Accounts (PBAs), and the Enterprise Finance Guarantee;
6. Ensuring that government (through its Contractors) purchases more sustainable and efficient products;
7. Ensuring that redundant ICT (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;
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 well-being;
13. Encouraging volunteering;
14. Delivering apprenticeships;
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 Note (PPN) 16/15 for procuring steel in

- major projects;
19. Compliance with the Timber Procurement Policy dated 20th October 2014;
  20. Compliance with Digital Built Britain, including Building Information Modelling (BIM);
  21. Embedding Government Buying Standards in departmental and centralised procurement contracts, where appropriate;
  22. Improving and publishing data on government supply chain impacts;
  23. Leadership in whole-life approaches and climate change adaptation;
  24. 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
  25. The Armed Forces Covenant enacted under the Armed Forces Act 2011.

The Contractor shall highlight the relative environmental merits of each option in the feasibility studies presented to the Employer, in accordance with the requirements of the Employers scope for each project.

The Contractor shall work proactively with its supply chain to help quantify and reduce the environmental impacts of the Fit Out Works. When requested by the Employer, the Contractor shall communicate annually on progress and reductions made on the environmental impact of the Fit Out Works.

Where specified within the Employers scope, the Contractor shall ensure that the delivery of the Fit Out Works is fully compliant with the relevant BREEAM standard.

Where specified within the Employers scope, the Contractor shall ensure that the Employers targets for carbon reduction, waste reduction and water consumption are achieved.

The Contractor shall comply with the legislative requirements as prescribed in Article 6 of the Energy Efficiency Directive 2012/27/EU (EED), and shall ensure that any goods required by the Contractor fulfil the Service delivery requirements are compliant with the Directive.

All office equipment including network and desktop printers and multifunctional devices, which are wholly or partially used by the Contractor for the delivery of the Fit Out Works, shall meet the requirements of the EED. It should be noted that this requirement does not necessitate that a Contractor is required to upgrade their existing equipment. However, any new equipment purchased for the purposes of delivering the Fit Out Works shall be required to meet the levels set out in the EED.

The Contractor shall make a declaration of compliance to the Employer on an annual basis regarding the purchase of any new equipment purchased either wholly or partially to the delivery of the Fit Out Works, as covered in the EED.

The Contractor shall deliver the obligations in respect of CO2 reporting requirements, on travel undertaken as part of the delivery of the services; CO2 emissions shall be calculated in accordance with the DEFRA Guidelines for measuring environmental impacts. The Contractor shall ensure that the version used for calculation is current at the time the figures are produced.

## **2.10. Quality Management**

The Contractor is to undertake quality management. The Contractor shall operate a Quality Management System conforming to BS EN ISO 9001. The Contractor shall carry out its duties in accordance with the accepted quality procedures forming part of its quality proposal.

When requested by the Employer, the Contractor shall make available the

quality manuals and all other relevant information available for inspection. The Contractor shall provide copies of any technical reviews, audit reports etc. and related documentation.

The Contractor will comply with any requests made for information to enable the Employer to develop the business case or obtain other internal or external approvals.

The Contractor shall provide details of authorised signatories for the various elements of the review, checking and approval of design, reports and the like. The Contractor will allow the Employer's authorised representatives to undertake any inspection, audit or check at any time within working hours, provided it receives notice of five working days, of any aspect of the Contractor's carrying out of the services, including, but not limited to, inspection of the Contractor's technical and organisational security measures for the protection of Personal Data.

### **2.11 Stakeholder Management**

The Contractor is to undertake internal and external stakeholder management. Internal stakeholders may include (but are not limited to):

- a) Estates including Property & Acquisitions, Planning & Design and FM
- b) Finance
- c) Legal
- d) Commercial/Procurement
- e) Environment team

External stakeholders may include (but are not limited to):

- a) Professional consultants
- b) Public utility companies
- c) Environment Agency
- d) Councils and London Boroughs
- e) Developers
- f) Other contractors
- g) Other building occupiers

The Contractor will be responsible for obtaining all necessary permits, consents, approvals and the like except as otherwise provided for in the Call-Off Contract. To this end, the Contractor will develop a Stakeholder Management Plan for the project identifying every stakeholder, their interest, and the actions required to keep them fully informed of the emerging solution and to obtain any formal agreements and permits required for the Fit Out Works to proceed in a timely manner.

At all times the Contractor will be guided by the Employer in regard to managing and communicating with stakeholders.

### **2.12. Meetings**

The Contractor is required to attend and participate actively in the following meetings:

#### **2.12.1. Programme Review Meetings**

The purpose of these meetings is to review the schedule and reflect on progress made, review the forward schedule against current status, review dependencies and plan the following period's activities. The forward schedule will be four (2) weeks ahead.

#### **2.12.2. Progress meetings**

The purpose of these meetings is to review overall progress and performance.

Progress meetings will be held as a minimum every two (2) weeks to:

1. Identify any health, safety and environmental issues
2. Review progress to date and discussing upcoming work

3. Discuss and resolve any problems which have arisen and are likely to arise
4. Identify critical issues, and decide appropriate action
5. Reviewing risks and opportunities
6. Identify any key stakeholder requirements.

#### 2.12.3. Commercial and Procurement meetings

The purpose of these meetings is to review all procurement, financial and commercial matters including any tender activities and progress thereof, variations/instructions, anticipated change, payment, cashflow and a general review of the commercial position for the project. Commercial meetings will be held a minimum of every four (4) weeks.

### **2.13. Reporting and Communications**

#### 2.13.1. Requirements for Reports and Other Documents

Reports and other documents shall generally be produced in accordance with the following guidance. Exact requirements for each specific report or document shall be agreed with the Employer prior to commencement of the task.

#### 2.13.2. End of Stage Reports

The Contractor shall produce a report at the end of each stage summarising the work that has been undertaken in that stage. The format of the report will be agreed with the Employer.

#### 2.13.3. Pre-Construction Reports

During pre-construction the Contractor shall prepare the following:

- i. A detailed report including an update against the Tender Event Schedule (TES), both in terms of progress against the milestones and a package summary cost report at the end of each two (2) week period. The records shall be in a form approved by the Employer.

### **2.14. Building Information Modelling (BIM)**

The Government's May 2011 Construction Strategy mandates that all publicly funded capital investment projects are to be BIM Level 2 compliant as of April 2016. This is part of their four year programme for sector modernisation with the key objective of reducing capital costs and the carbon burden from the construction and operation of the built environment.

The Employer's BIM requirements are included within the template Employer's Information Requirements (EIR) in Schedule 5 of this Framework Agreement.

#### 2.14.1. Stage 1 activities for Two stage Design & Build

2.14.1.1. Develop the Building Information Model during the relevant design stages and use as a tool for procuring the Sub-Contract Works.

2.14.1.2. Adhere to the BIM Protocol (and Employer's Information Requirements) included within Schedule 5 of the Call-Off Contract.

2.14.1.3. Extract quantities from the model to assist with procurement of the Sub-Contract work (if applicable).

## **Annex B: Annex B: Pre-Construction Services & Employers Requirements**

### **Main Contract Legal Documentation**

THE GOVERNMENT PROPERTY AGENCY

(the “Employer”)

AND

[xxx]

(the “Contractor”)

SCHEDULE OF AMENDMENTS TO THE  
JCT DESIGN AND BUILD CONTRACT 2016

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relating to the fit out of CAT-A and CAT-B Refurbishment and associated works of  
35,000ft<sup>2</sup> office space located over 5 floors at Feethams House, Darlington

---

**Write the following wording into the JCT booklet as a new Article 10:**

“The Recitals, Articles, Contract Particulars and Conditions of Contract shall have effect as amended by the Schedule of Amendments attached hereto and signed by the parties as if the JCT Design and Build Contract, 2016 edition booklet had been physically amended to incorporate the provisions of the Schedule of Amendments. For the avoidance of doubt, this Schedule of Amendments shall take precedence over the printed JCT booklet.”

Signed by the parties and dated

[201[ ]

Employer

Contractor

.....

.....

## SCHEDULE OF AMENDMENTS

The following amendments are made to the JCT Design and Build Contract, 2016 edition.

### RECITALS

**Third** Delete the existing recital and insert the following:

“The Contractor has examined the Employer’s Requirements and accepts entire responsibility for any design and any design documentation contained in the Employer’s Requirements and is satisfied that:

- (i) the Contractor’s Proposals meet the Employer’s Requirements;
- (ii) there is no discrepancy within and/or between the Employer’s Requirements and the Contractor’s Proposals; and
- (iii) the Employer’s Requirements can be carried out within the timescale envisaged and at the cost indicated in the Contract Sum Analysis.”

### ARTICLES

**Article 1** After “The Contractor shall” insert “carry out and”.

**Article 10** Insert the following as a new article:

**“Article 10: Incorporation of Schedule of Amendments**

The Recitals, Articles, Contract Particulars and Conditions of Contract shall have effect as amended by the Schedule of Amendments attached and signed by the parties as if the JCT Design and Build Contract, 2016 edition booklet had been physically amended to incorporate the provisions of the Schedule of Amendments. For the avoidance of doubt, this Schedule of Amendments shall take precedence over the printed JCT booklet.”

**Article 11** Insert the following as a new article:

**“Article 11: Want of knowledge**

Notwithstanding any other provision of this Contract, the Contractor shall not be relieved from his liabilities or obligations under this Contract nor shall such liabilities or obligations be removed, restricted, limited or qualified in any respect of want of knowledge, and no defence or claim by the Contractor shall be admissible in respect of any want of knowledge thereof.”

**Article 12** Insert the following as a new article:

**“Article 12: Manufacturers’ guarantees**

The Contractor shall obtain all available manufacturers’ guarantees and/or warranties in favour of the Employer for items of plant and equipment and will deliver them to the Employer (as part of the related information concerning the maintenance and operation of the Works) once obtained but in any event prior to or on practical completion of the sub-contract works under which the plant and equipment was installed.”

**Article 13** Insert the following as a new article:

**“Article 13: Collateral Warranties**

- 13.1 The Contractor shall procure and deliver to the Employer within 14 days of the date of this Contract, duly executed deeds of collateral warranty in the relevant forms set out in **Appendix 1** in favour of any Beneficiary.
- 13.2 The Contractor shall procure and deliver to the Employer within 14 days of the date of this Contract or the date of appointment of any Key-Subcontractor or Design Consultant, whichever is the later, duly executed deeds of collateral warranty in the relevant forms set out in **Appendix 2** and **Appendix 3**, from the Design Consultants and the Key Sub-Contractors respectively, in favour of the Employer and any Beneficiary.
- 13.3 The Contractor shall ensure that a certified copy of each Design Consultant’s appointment and each Key Sub-Contractor’s sub-contract shall be provided by the Contractor to the Employer within 14 days of its execution. The Contractor may redact commercially sensitive pricing information.
- 13.4 If the Contractor does not provide a copy of any of the Design Consultant appointments or Key Sub-Contractor sub-contracts within 14 days of its execution the Employer may, at its absolute discretion, retain a sum up to the value of 20% of the value of the relevant Design Consultant or Key Sub-Contractor package from any sum due under this Contract until the relevant appointment or sub-contract has been provided.”

**Article 14** Insert the following as a new article:

**“Article 14: Contractor’s parent company guarantee**

Where it is stated in the Contract Particulars that a parent company guarantee is required, the Contractor shall, no later than the date of this Contract, procure the execution and delivery of a parent company guarantee in favour of the Employer in the form attached at **Appendix 4** to the Schedule of Amendments. The parent company guarantee shall be executed and delivered by the Contractor’s Parent Company. If the Contractor does not procure execution and delivery of the parent company guarantee then, notwithstanding any other term of this Contract, the Employer shall not be liable to make any further payment to the Contractor under this Contract until the Contractor has procured such execution and delivery.”

**Article 15** Insert the following as a new article:

**“Article 15: Performance bond**

Where it is stated in the Contract Particulars that a performance bond is required, the Contractor shall, no later than the date of this Contract, procure the execution and delivery of a performance bond in favour of the Employer in the form attached at **Appendix 5** to the Schedule of Amendments. The bond shall:

- (i) be in an amount no less than 10% of the Contract Sum;
- (ii) have an expiry date no earlier than three months after the issue of the Notice of Completion of Making Good; and

- (iii) be executed and delivered by a surety approved by the Employer, acting reasonably.

If the Contractor does not procure execution and delivery of the bond then, notwithstanding any other term of this Contract, the Employer shall not be liable to make any further payment to the Contractor under this Contract until the Contractor has procured such execution and delivery.”

#### **Article 16 Insurance of Existing Structures and contents**

The Employer, as a tenant of the Existing Structures, is unable to procure a Joint Names Policy in respect of the Existing Structures and contents and is unable therefore to procure that the Contractor’s interests are noted on the insurance policy for the Existing Structure and contents. Accordingly the parties have agreed, in respect of the cost of reinstatement, repair or replacement of loss or damage to the Existing Structures and contents due to any of the Specified Perils caused by act, omission (whether or not by negligence or default) of the Contractor or a Contractor’s Person, up to and including the date of issue of the Practical Completion Statement or last Section Completion Statement or (if earlier) the date of termination of the Contractor’s employment (whether or not the validity of that termination is contested), that:

16.1 the Contractor’s liability is limited to the amount specified in the Contract Particulars; and

16.2 the Employer shall be liable for, and shall indemnify the Contractor against, any expense, liability loss, claim or proceedings in respect of such liability identified in this Article 16 in excess of the amount stated in the Contract Particulars.

#### **Article 17 Early Works**

17.1 Where it is stated in the Contract Particulars that this clause applies, notwithstanding the date of this Contract, any and all work (including but not limited to enabling, design, demolition, temporary or other preliminary or permanent works) or activities whatsoever carried out by or on behalf of the Contractor prior to the date of this Contract in anticipation of the Employer entering into this Contract with the Contractor (including but not limited to the Pre-construction Services carried out under the PCSA and any purchase orders or instruction letters issued by or on behalf of the Employer) shall be treated as forming part of the Works (or the design thereof) and shall be subject to the terms of this Contract and the Contractor assumes full responsibility for the same.

17.2 Any monies already paid as at the date of this Contract by the Employer to the Contractor in connection with the PCSA or any other work or activities carried out by the Contractor in connection with the Works or the Site shall, where noted in the Contract Sum Analysis be treated as payments on account of the Contract Sum.

#### **CONTRACT PARTICULARS**

<b>Article 16</b>	Insert [REDACTED]”	<div>Redacted for Data Protection - S43 FOIA - Commercial Interests</div>
<b>Clause 2.2.6</b>	The Key Personnel for the Contractor are: [INSERT]	
<b>Clause 2.17.3</b>	Delete the reference to clause “2.17.3” and replace with “2.17.10”	
<b>Clause 2.35</b>	Delete both references to “6 months” shown in brackets and insert “12 months”.	
<b>Clause 3.4A.1</b>	[Not required.]	

**Clause 3.4B** The Project Bank Account does not apply

**Clause 4.2, 4.12 and 4.13** **Delete** the entire entry on the Fluctuations Provision.

**Clause 6.15** **Delete** “6 years” shown in brackets in the last entry and **insert** “12 years”.

**Clause 7.2** **Delete** the entire entry.

**[Clause 7.3.1]** In the entry on the required form of the bond, **insert** “Appendix 5”

**Delete** the sections entitled “Initial value”, “Period of validity” and “Reduction in value”]

**[Clause 7.3.2]** In the entry on the required form of the guarantee, **insert** “Appendix 4”]

**Clause 7.4** **Delete** the existing text and **insert** the following:

**“Contractor warranties**

The Contractor shall provide collateral warranties in favour of any Beneficiary.

**Key Sub-Contractor warranties**

The Key Sub-Contractors are to provide collateral warranties in favour of the Employer and any Beneficiary.

The “Key Sub-Contractors” are those sub-contractors with a material design responsibility and also include, without limitation, those sub-contractors who are responsible for the following elements of the works:

- (i) Mechanical Services
- (ii) Electrical Services
- (iii) Fire Alarm, Detection, Sprinkler works
- (iv) Specialist Security works
- (v) Structural Steelwork
- (vi) any other sub-contractor with a material design responsibility for the Works

**Design Consultants**

The Design Consultants are to provide collateral warranties in favour of the Employer and any Beneficiary.

The “Design Consultants” are those consultants listed in the table below, or such replacement appointed from time to time, and the Novated Design Consultants and any other designer who the Contractor has retained in connection with the Works.

Discipline	Identity of Design Consultant
Architect	[●]
Mechanical and Electrical Engineer	[●]

Structural Engineer	[●]
[●]	[●]”

## ATTESTATION

This Agreement shall be executed as a deed.

## CONDITIONS Section 1: Definitions and Interpretation

### Definitions

1.1 Insert the following as new definitions:

“Beneficiary: a Landlord, Purchaser, Funder and/or Tenant.”

“Claim any claim or entitlement which the Contractor has or may have under, arising out of or in connection with a claim in relation to an extension of time to complete the Works or any additional payment in connection with a Change or an Employer’s instruction.”

“Construction Regulations: Products the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).”

“Consents: building regulations approval, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to the Statutory Requirements or otherwise for the carrying out of the Works and, if they are destroyed or damaged, the reinstatement of the Works excluding the Employer’s Consents.”

“Deleterious: any materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (i) posing a threat to the health and safety of any person;
- (ii) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works;
- (iii) reducing, or possibly reducing, the normal life expectancy of the completed Works or any part or component of the Works;
- (iv) not being in accordance with any legislation, British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (v) having been supplied or placed on the market in breach of the Construction Products Regulations.”

“Design Consultants: see the **Contract Particulars** (against the reference to **clause 7.4**).”

“Emergency Repair: the repair, rectification or replacement work which is necessary as a result of a defect, shrinkage, damage or other fault:

	<ul style="list-style-type: none"> <li>(i) that may reasonably be regarded by the Employer or any Beneficiary as a matter of emergency;</li> <li>(ii) that causes or may cause the Employer or a Beneficiary to be unable to operate or use the Works or any part of the Works or plant or machinery forming part of the Works properly or at all; and/or</li> <li>(iii) that it is a significant threat to health and safety.”</li> </ul>
“Employer Consents”	all relevant planning permissions, including the planning permissions referred to in the Employer’s Requirements, approval of reserved matters or details pursuant thereto
“Epidemic:	<p>an epidemic is the occurrence in a community or region of cases of an illness, specific health-related behaviour or other health-related events and which:</p> <ul style="list-style-type: none"> <li>• affects a large number of people; and</li> <li>• impacts the whole United Kingdom clearly in excess of normal expectancy and</li> <li>• is declared as such by the Government of the United Kingdom.</li> </ul>
“Key Personnel:	see the <b>Contract Particulars</b> (against the reference to <b>clause 2.2.6</b> )
“Key Sub-Contractors:	see the <b>Contract Particulars</b> (against the reference to <b>clause 7.4</b> ).”
“KPIs:	The key performance indicators set out in the Employer’s Requirements.”
“KPI Target	The KPI target set out in the Employer’s Requirements.”
“Landlord:	the Employer’s landlord of the property which is part of the site, namely: <b>[INSERT COMPANY NAME, COMPANY REGISTRATION NUMBER AND REGISTERED ADDRESS]</b> ”
“Lot”	has the same meaning as given to the term under the Framework Agreement.
“Material:	all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, BIM documents, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works (and completed Works), including the Contractor’s Design Documents, and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works (and completed Works).”
“Novated Design Consultants:	see the <b>Contract Particulars</b> (against the reference to <b>clause 3.4A.1</b> ).”
“Pandemic:	an Epidemic which:

- occurs worldwide or over a very wide area crossing international boundaries and not just national boundaries within the United Kingdom,
- affects a significant percentage of the United Kingdom's population,
- requires the use of emergency powers by the Government of the United Kingdom to control its spread and containment and
- declared as such by the World Health Organisation and Government of the United Kingdom."

"Payee:	the party who is entitled to receive a payment from the other party under this Contract."
"Payer:	the party who is required to make a payment to the other party under this Contract."
"PCSA:	The Pre-Construction Services Agreement dated [INSERT DATE OF RELEVANT PCSA]
"Permitted Uses:	the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, promotion, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Works (and the completed Works)."
"Project Bank:	the bank operating the Project Bank Account."
"Project Bank Account:	is the account used to receive payments from the Employer to the Contractor and from the Contractor to his subcontractor."
"Schedule of Amendments:	the Schedule of Amendments as annexed to the JCT booklet."
"Standards:	any standards, policies and procedures applicable to the Works as specified by the Employer in the Employer's Requirements."
"Third Party Agreements:	the extracts from agreements between the Employer and third parties, which may affect the Works, attached at <b>Appendix 6</b> to the Schedule of Amendments, as supplemented by any instruction from the Employer referred to in <b>clause 5.1.3.</b> "
"Viable Rates and Terms:	see <b>clause 6.15.2.</b> "
"Warranty Retention:	see <b>clause 7E.</b> "
"Works Programme:	see <b>clause 2.2A.</b> "

**Amend** the following definitions:

Agreement:	At the end of the definition of "Agreement" insert "(all as amended by the Schedule of Amendments annexed hereto)"
BIM Protocol:	Delete "(where applicable)"

Conditions:	At the end of the definition of “Conditions” <b>insert</b> “(all as amended by the Schedule of Amendments annexed hereto)”
Consultants:	<b>Delete</b> this definition.
Contract Documents:	<b>Delete</b> “(where applicable)”  After “these Conditions”, <b>insert</b> “as amended by the Schedule of Amendments.”
Contract Particulars:	At the end of the definition of “Contract Particulars” <b>insert</b> “all as amended by the Schedule of Amendments.”
Employer:	At the end of the definition <b>insert</b> “(which expression shall include its successors in title and permitted assigns)”
Employer’s Rights:	<b>Delete</b> this definition
Funder:	<b>Delete</b> the existing definition and replace with “each and every party providing, or intending to provide, finance to the Employer in connection with the Works (including its successors in title and assigns and those deriving title under it or them)”
Funder’s rights:	<b>Delete</b> this definition
Interest Rate:	<b>Delete</b> “5%” and <b>insert</b> “2%”
P&T Rights:	<b>Delete</b> this definition
Purchaser:	<b>Delete</b> the existing definition and <b>insert</b> “any first person purchasing, or intending to purchase, the premises comprising the Works or any part thereof.”
Rights Particulars	<b>Delete</b> this definition
Tenant:	<b>Delete</b> the existing definition and <b>insert</b> “any first person taking, or intending to take, a lease or underlease of the premises comprising the Works or any part thereof.”

## Interpretation

### 1.3 Agreement etc. to be read as a whole

After “override or modify” **insert** “the Schedule of Amendments, ”

### 1.6 Contracts (Rights of Third Parties) Act 1999

**Delete** clause 1.6 and **insert** the following:

“Other than any rights as take effect pursuant to section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.”

### 1.7 Notices and other communications

#### 1.7.5 In line 2 after “property” **insert** “(including Emergency Repair)”

### 1.8 Effect of Final Statement

1.8.1.1 **Delete** this clause and **replace** with “Not used.”

**1.9 Effect of payments other than payment of Final Statement**

**Delete** “Save as stated in clause 1.8,”

**Insert** the following as new clauses 1.12 to 1.14:

**“1.12 Entire agreement**

Subject to Article 17, the Employer and the Contractor each acknowledge and agree that in entering into this Contract it has not relied upon, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than those statements expressly set out in this Contract provided that this clause shall not exclude any liability for, or remedy in respect of, fraud or fraudulent misrepresentation.

**1.13 Set-off and abatement**

The Employer may deduct from any payment due to the Contractor under this Contract the amount of any claim, set-off or counterclaim against the Contractor whether arising under this Contract after giving notice to the Contractor. Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.

**1.14 Severance**

If any term, condition or provision in this Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Contract.”

**CONDITIONS Section 2: Carrying out the Works**

**Contractor’s Obligations**

**2.1 General obligations**

2.1.1 In line 1 after “proper” **insert** “, good”

Insert 'regularly and diligently, in accordance with good industry practice and all Standards,' after 'carry out and complete the Works' on line 1 of clause 2.1.1. In line 3 after “shall” **insert** “carry out and”

**Insert** the following as a new clause 2.1.5:

2.1.5 The Employer and the Contractor shall:

- .1 comply with their respective obligations set out in the BIM Protocol;
- .2 have the benefit of any rights granted to them in the BIM Protocol; and
- .3 have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.”

2.1A **INSERT** the following as a new Clause 2.1A:

"Additional requirements"

In performing its obligations under this Contract, the Contractor shall at all times comply with the provisions set out in Appendix 7."

## **2.2 Materials, goods and workmanship**

2.2.1 After "so far as procurable," insert "be good quality materials of satisfactory quality that are appropriate for their use and"

At the end of clause 2.2.1, insert the following as a new sentence:

"The Contractor warrants that he will use well-maintained plant and equipment in carrying out the Works."

Insert the following as new clauses 2.2.6 and 2.2.7:

"2.2.6 The Contractor warrants and undertakes that it shall ensure that the Key Personnel maintain a material involvement in the Works and, so far as reasonably possible, the Contractor shall not change the identity of the Key Personnel without the Employer's prior written consent (such consent not to be unreasonably withheld or delayed).

2.2.7 Throughout the duration of this Contract the Contractor shall use all reasonable endeavours to create employment opportunities for residents of the United Kingdom and shall create apprenticeship and job opportunities in accordance with the requirements set out in Appendix 7."

After clause 2.2, insert the following as a new clause 2.2A:

### **"2.2A The Works Programme**

2.2A.1 As soon as possible after execution of this Contract and in any event no less than 7 Business Days prior to starting work on site, the Contractor will produce a fully resourced programme for the execution of the Works in such form and giving such information as prescribed in the Employer's Requirements or as the Employer may otherwise reasonably require (the "**Works Programme**"). Thereafter, the Contractor must revise the Works Programme as appropriate to minimise or avoid any delay or disruption, or anticipated delay or disruption, to the carrying out of the Works.

2.2A.2 The Contractor will report to the Employer every month in writing comparing the progress of the execution of the Works with the then current Works Programme and will promptly advise the Employer in the event of delay or disruption and will set out the measures which the Contractor is taking or proposes to take to minimise or make good such delay or disruption."

## **Possession**

### **2.5 Early use by Employer**

2.5.1 At the end of clause 2.5.1, insert the following as a new sentence:

"Subject to such confirmation, the Contractor's consent shall not be unreasonably delayed or withheld."

Insert the following as a new clause 2.5.3:

- “2.5.3 Where the Employer uses or occupies the site under clause 2.5.1, this shall not be construed as evidence to deem, for the purposes of this Contract, that practical completion shall have taken place.”
- 2.8 Construction information**
- Replace** “Save for any Contractor’s Design Documents contained in the Contractor’s Proposals, the” with “The”
- Discrepancies and Divergences**
- 2.11 Preparation of Employer’s Requirements**
- 2.11 Delete** clause 2.11 and insert the following:
- “The Contractor accepts entire responsibility for the contents of the Employer’s Requirements including the adequacy of any design contained within them.”
- 2.12 Employer’s Requirements - Inadequacy**
- 2.12.1 Delete** “and the Contractor under clause 2.11 is not responsible for verifying its adequacy”
- 2.12.2 Delete** clause 2.12.2
- 2.13 Notification of Discrepancies etc.**
- 2.13 Renumber** “2.13” as “2.13.1”, “2.13.1” as “2.13.1.1” and replicate for “2.13.2” and “2.13.3”
- Insert** the following as a new clause 2.13.2:
- “2.13.2** The Contractor shall not have or make any claim for loss and/or expense under clause 4.19 and clause 2.25 shall not have effect, where and to the extent that the cause of the progress of the Works (having been delayed, affected or suspended) is:
- .1 any such discrepancy or divergence as is referred to in clause 2.13; or
  - .2 any failure by the Contractor to provide necessary drawings, documents or other information in due time and/or in accordance with the Conditions.
- The Contractor shall not be entitled to any adjustment of the Contract Sum in respect of any instructions issued by the Employer in order to correct any such discrepancy or divergence as is referred to in this clause 2.13.”
- 2.14 Discrepancies in Documents**
- 2.14.2 Delete** “and treated as a Change” and **insert** “and the Contractor shall be obliged to comply with the decision or acceptance by the Employer without affecting in any way or to any degree the responsibility of the Contractor under this Contract and without any adjustment to the Contract Sum (whether under clause 4.19 or otherwise) nor shall there be any extension to the Completion Date.”
- 2.15 Divergences from Statutory Requirements**
- 2.15.1** In line 7 after “clause 2.15.2,” insert “carry out and”.

2.15.2.1 In line 1 after “Statutory Requirements” **insert** the following:

“(which could not have been reasonably foreseen by an experienced and competent design and build contractor)”.

2.15.2.2 At the end of clause 2.15.2.2, before the full stop, **insert** the following:

“and has not been caused by the Contractor’s breach of this Contract (to include without limitation, the Contractor’s default, omission and/or negligence in the provision of the Contractor’s planning services to procure the Development Control Requirements) other than an amount that is recoverable by the Employer under a policy of insurance maintained in accordance with Insurance Option B or Insurance Option C, if applicable.”

### **Design Work - liabilities and limitation**

**Delete** clause 2.17 and **insert** the following:

“2.17.1 The Contractor shall be solely responsible in all respects for the design of the Works (including any design contained in a Change and any performance specification) and shall adopt and take full responsibility and liability for any error, mistake, inaccuracy or discrepancy in the design of the Works including any design contained in the Employer’s Requirements and/or the Contractor’s Proposals and/or other Contractor’s Design Documents, whether or not carried out before or after the date of this Contract and whether or not by any Contractor’s Person. Without prejudice to the foregoing generality, the Contractor undertakes and warrants to the Employer that:

.1 he has exercised and will continue to exercise in the performance of his design services, the reasonable skill, care and diligence expected of competent and properly qualified persons of the relevant disciplines who are experienced in carrying out such design services in relation to works of a similar size, scope and nature to the Works.

.2 subject to the standard of reasonable skill and care required by clause 2.17.1.1, when completed the Works will comply with:

.1 any performance specification or requirement included or referred to in the Employer’s Requirements and/or the Contractor’s Proposals including in any Changes issued pursuant to section 5 of these Conditions; and

.2 all appropriate requirements of any Local or Public Authority, Consents and any relevant Statutory Requirements.

2.17.2 The Contractor warrants and undertakes to the Employer that it shall not use and/or has used the standard of care required by 2.17.1.1 not to specify for use or permit to be used by or on behalf of the Contractor in relation to the Works anything which, at the time of specification or use, is Deleterious.

2.17.3 The Contractor shall inspect and satisfy itself of the existing conditions of the Site, including (i) the physical and other conditions, (ii) the location and nature of the power and utility services and mains which may affect the Works, (iii) its surroundings and access to the site and the restrictions on parking around the site and (iv) obtaining all necessary information as to any risks, contingencies, restrictions and all other circumstances in relation thereto which may influence or

affect the execution of the Works, by no later than two (2) weeks from the Date of Possession. The Contractor may notify the Employer of any discrepancies between the Employer's Requirements and the existing conditions of the Site which require an amendment to the Employer's Requirements and the Employer's Agent may instruct a Change in relation to any such notified discrepancies, PROVIDED THAT the Contractor shall not be entitled to any extension of time or adjustment to the Contract Sum where a discrepancy is notified on a date which is more than four (4) weeks after the Date of Possession.

- 2.17.4 Subject to clause 2.17.3, no failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether or not the same ought reasonably to have been discovered or foreseen by a competent and careful contractor, shall entitle the Contractor to make any claim for an extension of time under clause 2.25 or for loss and/or expense under clause 4.19 (or otherwise) or to any adjustment of the Contract Sum.
- 2.17.5 The Employer makes no representation or warranty as to the accuracy or completeness of any survey, report or document provided by the Employer or included in or forming part of the Employer's Requirements regarding any matter, including without limitation any matter referred to in this clause 2.17. The Employer shall have no liability arising out of or in relation to any such survey, report or document or their contents including any representation or statement, whether made negligently or otherwise.
- 2.17.6 Subject to clause 2.17.3, the Contractor shall be responsible for satisfying itself as to the location and nature of the power and utility services and mains which may affect the Works, including the excavation of trial holes if appropriate. All protection to such services and mains deemed necessary by the relevant authority, Statutory Undertaker or public utility organisation as a consequence of executing the Works are to be agreed between the Contractor and that party and advised to the Employer's Agent and carried out or procured by the Contractor. The costs of all such location and protection works, including any charges or fees levied by that authority, Statutory Undertaker or public utility are the responsibility of the Contractor.
- 2.17.7 Subject to clause 2.17.3 the Contractor shall make, and be deemed to have made, at his own cost due allowance for any service installations and diversions on or through the site and also for restricted access to the Works and restrictions on parking and for the works of any statutory bodies, authorities, Statutory Undertakers or public utilities insofar as these may affect the carrying out of the Works.
- 2.17.8 Without prejudice to the provisions of clauses 2.17.6 and 2.17.7, the Contractor shall comply with any special requirements that any Statutory Undertakers may require at his own cost without any entitlement to an adjustment to the Contract Sum or to an adjustment of the Completion Date under clause 2.25 or to loss and/or expense under clause 4.19 (or otherwise).
- 2.17.9 The Contractor shall be responsible for making all necessary applications for services and utilities connections required for the purposes of the Works to the relevant service and utilities providers and/or Statutory Undertakers or other relevant body as the case may be and the Contractor shall be responsible for lodging all necessary documentation including all drawings and specifications. The Contractor shall be responsible for procuring the installation or diversion of such services and utilities connections. It is agreed that the Contract Sum is inclusive of all fees and other sums payable to the service and utilities providers or other body in order to achieve the necessary service and utilities connections in respect of all

sums due by way of standing charges and consumption charges which are referable for the period up to and including the date of practical completion.”

2.17.10 The Contractor shall be responsible for making all necessary applications for the Consents required for the purposes of the Works to the relevant Statutory Undertakers or other relevant body as the case may be and the Contractor shall be responsible for lodging all necessary documentation including all drawings and specifications. The Contractor shall be responsible for obtaining and/or discharging those Consents. It is agreed that the Contract Sum is inclusive of all fees and other sums payable to any other body in order to obtain and discharge the necessary Consents.”

2.17.10A The Employer shall be responsible for making all necessary applications for and obtaining the Employer Consents required for the purposes of the Works.

### **Adjustment of Completion Date**

#### **2.24 Notice by Contractor of delay to progress**

2.24.1 After the word “forthwith” insert “(and in any event not later than 14 days after it becomes reasonably apparent that the progress of the Works or any Section is being or is likely to be delayed)”

At the end of clause 2.24.1 insert “and provide a revised version of the Works Programme to illustrate the nature of the delay.”

#### **2.25 Fixing Completion Date**

2.25.5 After “2.25.3” insert “provided always that the Contractor has complied with clause 2.24.1.”

2.25.5.1 **Delete** “and whether or not the Relevant Event has been specifically notified by the Contractor under clause 2.24.1.”

#### **2.26 Relevant events**

2.26.1 At the start of this clause insert “Subject always to clause 5.8,”

2.26.2.1 **Delete** this clause

2.26.6 At the end of clause 2.26.6 insert the following before the semi-colon:

“or in the case of any impediment or prevention, save to the extent that the same is the consequence of the reasonable exercise of the rights of the Employer under this Contract”

2.26.7 At the end of clause 2.26.7 insert the following:

“, but always subject to clauses 2.17.7 and 2.17.8”

2.26.12 **Delete** this clause and **replace** with:

“restriction on the free movement of plant, labour, equipment or materials that are essential for the carrying out and completion of the Works or access to and from the Site caused by either: (i) the actions taken by the UK Government or other Local or Public Authority; and/or (ii) action taken by the Contractor or the Contractor’s Persons in order to comply with Statutory Requirements coming into force or to the extent amended after the Base Date and/or Government guidance and/or operating procedures published by the Construction Leadership Council issued or to the extent

amended after the Base Date and which, in either case, are actions taken as a result of a Pandemic and in order to prevent or mitigate the transmission of a disease from person to person”

**Insert** the following as a new clause 2.26A after clause 2.26:

- “2.26A (save where the Relevant Event is as defined in clause 2.26.9 and provided, in that case, that the Contractor has complied fully with any obligation upon the Contractor to maintain insurance against Specified Perils under this Contract) the Contractor shall not become entitled to any extension of time on account of any circumstances arising by reason of any error, omission, negligence or default of the Contractor the Contractor’s Persons.”

## **Practical Completion, Lateness and Liquidated Damages**

### **2.27 Practical completion**

**Renumber** “2.27” as “2.27.1”, “2.27.1” as “2.27.1.1” and “2.27.2” and “2.27.1.2”

**Delete** the opening paragraph and **insert** the following:

“The Contractor shall provide the Employer with not less 7 days’ notice in writing of the date when the Contractor anticipates that the Works or any Section will reach practical completion. Provided that the Contractor has provided sufficient prior notice and that practical completion of the Works or a Section is achieved and the Contractor has complied sufficiently with this clause 2.27 and clauses 2.37 and 3.16 in respect of the supply of documents and information, then:”

At the end of clause 2.27.1, **insert** the following as a new sentence:

“If the Employer does not consider that practical completion of the Works or a Section has been achieved then the process in clause 2.27.1 shall be repeated and the Contractor shall be obliged to provide the Employer with further notice of the date when the Contractor anticipates that practical completion of the Works or a Section will be achieved.”

**Insert** the following new clauses 2.27.2 to 2.27.4 after clause 2.27.1:

- “2.27.2 For the purposes of this clause 2.27, ‘practical completion’ means the state in which the Works are (or any Section is) complete in all respects and free from any apparent defects, save for any minor items of any incomplete works or minor defects the existence, completion, rectification of which will not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works or Section, provided that where it is expressly stated in any provisions of the Contract Documents that the testing, commissioning, regulation or adjustment of any mechanical or electrical services is to be completed before practical completion of the Works or any Section, the Works or Section shall not be considered practically completed until the same is done as the Contract Documents require.

- 2.27.3 The Practical Completion Statement or Section Completion Certificate (as the case may be) may have appended to it a snagging list setting out minor, incomplete or defective works and the timescale within which such works are to be made good by the Contractor. Should the Contractor fail to make good the works set out on any snagging list within the time set out on that list or such other reasonable period as the Employer’s Agent may instruct, the Employer shall be entitled to complete or make good those items and deduct those sums from the Contract Sum or recover those costs from the Contractor as a debt.

2.27.4

The Employer's Agent shall not be obliged to issue the Practical Completion Statement or Section Completion Certificate (as the case may be) unless all items required by the Employer's Agent have been provided to the Employer including but not limited to:

- .1 two complete sets of copies of test certificates and commissioning reports, full maintenance and operation manuals for the mechanical and electrical installation (if any) and any other plant and material installed at the Works;
- .2 one hard copy and one electronic copy of the health and safety file maintained in relation to the Works pursuant to the Contractor's obligations under the CDM Regulations;
- .3 copies of all manufacturers' guarantees and/or warranties which are available or should be available in respect of the Works;
- .4 the collateral warranties and certified copy sub-contracts and design appointments required by this Contract;
- .5 completion certificates from the Local or Public Authority or, where applicable, a building inspector;
- .6 two copies of the fire, gas safety and electrical certificates; and
- .7 keys for all locks at the site, individually labelled indicating their location
- .8 all Models, Materials or Specific Models as required by the BIM Protocol;
- .9 evidence that the Contractor has obtained complied with and/or discharged all of the conditions of the Consents (except for those Consents that the Employer's Requirements state are not the Contractor's responsibility) that are required to be complied with before the site can be occupied and used for the intended use they have been occupied."

**Partial Possession by Employer**

2.30

**Contractor's consent**

In the third line, after "obtained" insert "(which consent shall not be unreasonably delayed or withheld)"

**Defects**

2.35

**Schedules of defects and instructions**

Insert the following as a new clause 2.35A after clause 2.35:

"2.35A.1

In the event that any defects, shrinkage or other fault is deemed by the Employer to require an Emergency Repair, the Contractor shall attend the site to rectify the Emergency Repair within 24 hours of it being notified to the Contractor by suitable means. If the Contractor fails to attend to the Emergency Repair within 24 hours the Employer shall be entitled to engage others to carry out the Emergency Repair and shall be entitled to deduct those costs from the Contract Sum or recover those costs from the Contractor as a debt.

2.35A.2

In carrying out any works pursuant to clause 2.35A.1, the Contractor shall:

- .1 act in a reasonable manner so as to cause as little disturbance and interference as reasonably practicable to the business carried out on at the site and forthwith make good any damage to the fixtures, fittings and stock on site to the Employer's reasonable satisfaction.
- .2 insofar as reasonably possible carry out such works outside the usual trading hours of the Employer, Tenant or any other third party in occupation of the site."

## **2.36 Notice of Completion of Making Good**

In line 2 after "have been made good" insert "to the reasonable satisfaction of the Employer"

At the end of clause 2.36, before the full stop, insert the following:

"provided that the Employer shall not be required to issue any Notice of Completion of Making Good any earlier than the expiry of the Rectification Period."

## **Contractor's Design Documents**

### **2.38 Copyright and use**

2.38.1 In line 3, replace "Contractor's Design Documents" with "Material"

Delete clauses 2.38.2 and 2.38.3 and insert the following:

"2.38.2 Notwithstanding clause 2.38.1, the Contractor grants to the Employer and its nominees (and if it cannot grant such a licence at the date of this Contract then the Contractor shall procure its ability to grant such licence and shall then grant on the same terms when it is able to do so) with full title guarantee a non-exclusive irrevocable, non-terminable, fully paid up and royalty free licence to copy and use the Material prepared by or on behalf of the Contractor for and to reproduce the designs contained in them and to do so in built form for any purpose relating to the Works (and completed Works) including any of the Permitted Uses.

2.38.3 The licence carries the right to grant sub-licences and is transferable to third parties without the Contractor's consent."

2.38.4 Replace the word "Contractor's Design Documents" with "Material"

Insert the following as new clauses 2.39 to 2.41:

## **Additional Provisions**

### **"2.39 Nuisance**

The Contractor shall at all times use all reasonable endeavours to prevent any nuisance (including but without limitation any noisy working operations or obstruction or damage of the roadways or common areas) or other interference with the rights of the Employer (in respect of land not forming part of the site) and any adjoining land-owner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works and the Contractor shall assist the Employer in defending any action or proceedings which may be instigated in relation thereto. Without prejudice to the generality of the foregoing, the Contractor shall indemnify the Employer, on demand and as a debt, against any and all expenses, liabilities, losses, claims and proceedings whatsoever (including the entire legal fees and internal management time incurred by the Employer in defending and/or managing any such expenses, liabilities, losses, claims and proceedings whether or not such

legal fees and internal management time are reasonably incurred) resulting from any failure by the Contractor to comply with this clause 2.39

#### **2.40 Trespass**

Without prejudice to any other provision of this Contract, the Contractor shall ensure that there is no trespass by the Contractor or the Contractor's Persons (including the oversailing of a tower crane jib or the erection of scaffolding or hoarding) on or over any nearby property arising out of the Works and shall take all reasonable safety and other measures to prevent damage or injury to any persons including the occupiers of nearby property and members of the public. If carrying out the Works or any obligation pursuant to clauses 2.35 and/or 2.35A would otherwise be an act of trespass, the Contractor shall, at no cost to the Employer, obtain the prior written agreement of the owners or occupiers of any nearby property to that act. That agreement shall be subject to the Employer's approval before its completion. The Contractor shall comply with any condition or obligation contained in that agreement, at no cost to the Employer, and shall not be entitled to any extension of time as a result of any condition or obligation contained in that agreement.

#### **2.41 Third Party Agreements**

2.41.1 The Contractor shall be deemed to have read the Third Party Agreements and to be fully aware of the obligations, risks and liabilities assumed by the Employer under them.

2.41.2 The Contractor shall perform and assume, as part of his obligations under this Contract, the Employer's obligations, liabilities and risks contained within the Third Party Agreements that relate to the carrying out of the Works as if they were expressly referred to in this Contract as obligations, liabilities and risks of the Contractor, all other things being equal.

2.41.3 The Contractor shall ensure that no act or default or omission on his part or on the part of any of the Contractor's Persons in relation to the performance by the Contractor of his obligations under this Contract shall cause, contribute or otherwise give rise to any breach by the Employer of any of his obligations under the Third Party Agreements."

### **CONDITIONS Section 3: Control of the Works**

#### **Sub-Contracting**

#### **3.3 Consent to sub-contracting**

3.3.1.1 In line 2, after "Works" insert the following:

"(save that the Contractor shall not sub-contract the whole of the Works under one contract or to one sub-contractor)"

3.3.1.2 At the end of clause 3.3.1.2, insert the following as a new sentence:

"The Contractor shall appoint any Design Consultants under an appointment that is executed as a deed and which contains no limitations on liability which are of a lesser amount on an any one claim basis than the respective Design Consultant's level of professional indemnity insurance cover (subject to a minimum level of

cover set out in clause 6.15.6.1). In addition, such appointment of any Design Consultant shall contain terms, in respect of the design of the Works and the provision of collateral warranties that are no less onerous than those terms imposed on the Contractor under this Contract.”

**3.4 Conditions of sub-contracting**

**3.4.2.5 Delete this clause and replace with:**

“3.4.2.5.1 that each Key Sub-Contractor or Design Consultant must execute and deliver collateral warranties in favour of the Employer and/or any Beneficiary in the relevant form annexed to this Contract.

3.4.2.5.2 that each Key Sub-Contractor or Design Consultant carried out and maintains professional indemnity insurance for an amount of not less than that required by clause 6.15.6.2 of this Contract”

**Insert** the following as a new clause 3.4.4:

“3.4.4 the sub-contract for Key Sub-Contractors shall contain such amendments as are necessary to render it consistent with the Contract Documents and be executed as a deed.”

**Insert** the following as a new clause 3.4.5:

“3.4.5 the Contractor shall ensure that it complies with the government’s Prompt Payment Policy and that it pays any sums due to its sub-contractor within 30 days of the final date for payment.”

**Insert** the following as a new clause 3.4A:

**“3.4A Additional conditions of Key Sub-Contractor’s sub-contract and Design Consultant’s appointment**

**3.4A.1 The Contractor shall:**

- .1 (where stated in the Contract Particulars) within 7 days of entering into this Contract, enter into a deed of novation in the form prescribed by the Employer and accept the appointment of those Novated Design Consultants nominated by the Employer;
- .2 within 7 days of the execution of each Design Consultant’s appointment (including a novation of a Novated Design Consultant) and each Key Sub-Contractor’s sub-contract, deliver to the Employer a certified copy of the relevant sub-contract or appointment;
- .3 not vary, waive, release or dismiss any Key Sub-Contractor or Design Consultant without the written approval of the Employer (such approval not to be unreasonably withheld or delayed);
- .4 not do anything that would entitle any of the Design Consultants or Key Sub-Contractors to regard its employment under its appointment or sub-contract as terminated;

- .5 immediately inform the Employer if the Contractor believes that any Design Consultant or Key Sub-Contractor may be intending to rescind or terminate its appointment or sub-contract;
- .6 ensure that each Design Consultant or Key Sub-Contractor is contractually required to adopt open book contracting; and
- .7 insofar as it is relevant to the Works, ensure that each Design Consultant and Key Sub-Contractor complies with the BIM Protocol.

3.4A.2 If the employment of any Key Sub-Contractor or any Design Consultant is terminated before the completion of the sub-contract works or design allocated to such Key Sub-Contractor or Design Consultant (as the case may be), the Contractor shall, as soon as is practicable but on 7 days' prior written notice to the Employer, appoint another sub-contractor or designer (subject to the Employer's consent) to complete those sub-contract or design works (save for any sub-contractor or designer which the Employer makes reasonable objection to in writing). The foregoing provisions of this clause 3.4A shall apply to such replacement sub-contractor or designer, mutatis mutandis.

3.4A.3 If the Contractor breaches any provision of clause 3.4 or this clause 3.4A, it shall be a deemed failure to comply with his obligations pursuant to clause 8.4.2."

3.4A.4 The Contractor shall where required participate in joint initiatives with other contractors and third parties to establish a common and harmonised supply chain. The common and harmonised supply chain may be designed to secure:

- (i) a clear methodology for surveys, design (as applicable), manufacture, supplies, installation, delivery and other activities including achieving sustainability;
- (ii) best value, improved prices, warranties and other added value;
- (iii) integrated briefs and a consistent approach to ordering;
- (iv) structures of joint performance reviews agreed KPIs and KPI Targets;
- (v) long-term commitments in the achievement of agreed KPI Targets;
- (vi) the operation of full processes and procedures for continuous improvement for the Services;
- (vii) terms and conditions reasonably acceptable to the Contractor and other third parties including without limitation any suppliers;
- (viii) reduced number of material components used and move towards standardisation to reduce subsequent maintenance;
- (ix) the application of any discount that the Contractor may receive in relation to any project or Works carried out in its Lot, to all works carried out by the Contractor in another Lot; and
- (x) the delivery of efficiency savings.

In order to further the objectives in this clause 3.4A.4, the Contractor shall provide and share such reasonably necessary information regarding its own supply chain (subject always to its duty of confidentiality).

### **3.4B Project Bank Account**

Insert a new clause 3.4B as follows:

- “3.4B.1 Where it is stated in the Contract Particulars that this clause applies, the Contractor shall establish a Project Bank Account with the Project Bank within two weeks of the Date of Possession of the first Section or Works and the remainder of this clause 3.4B shall apply to that Project Bank Account.
- 3.4B.1.1 Unless stated otherwise in this Contract, the Contractor shall pay any charges made and is paid any interest paid by the Project Bank.
- 3.4B.1.2 The Contractor shall obtain the Employer’s prior written consent to the form of banking arrangement for the Project Bank Account, such consent not to be unreasonably withheld or delayed.
- 3.4B.1.3 The Contractor shall include in his subcontracts with his subcontractors the arrangements in this Contract for the operation of the Project Bank Account and notify his subcontractors of the details of the Project Bank Account and the arrangements for payment of amounts due under those subcontracts.
- 3.4B.1.4 The Contractor shall seek the Employer’s prior written consent (such consent not to be unreasonably withheld or delayed) before it adds or removes any subcontractors from the Project Bank Account.
- 3.4B.1.5 With each application for payment, the Contractor submits details showing the amounts due to his subcontractors in accordance with their subcontracts.
- 3.4B.1.6 Within the period for payment set out in this Contract or any subcontract:
- 3.4B.1.6(a) the Employer shall make payment to the Project Bank Account of the amount which is due to the Contractor under this Contract; and
- 3.4B.1.6(b) the Contractor shall make payment to the Project Bank Account of any amount which the Employer has notified the Contractor he intends to withhold from the amount due under this Contract and which is required to be paid to the subcontractors as specified by the Employer.
- 3.4B.1.7 The Contractor shall be responsible for authorising the Project Bank to make payments from the Project Bank Account as required and within the timescales set out in this Contract.
- 3.4B.1.8 A payment which is due from the Contractor to the Employer is not made through the Project Bank Account.
- 3.4B.1.9 Payments made from the Project Bank Account are treated as payments from the Employer to the Contractor in accordance with this Contractor or from the Contractor to his subcontractors in accordance with the relevant subcontract.
- 3.4B.1.10 If this Contract is terminated, no further payment is made into the Project Bank Account.”

### **CONDITIONS Section 4: Payment**

#### **Payments and Notices - general provisions**

- 4.7 Interim Payments - Contractor’s Interim Payment Applications, due dates and Payment Notices

- 4.7.1 **After** “by the Employer to the Contractor” **insert** “or the Contractor to the Employer”
- 4.7.2 In line 2 **delete** “by the Employer”
- 4.7.3 **Insert** the following to the end of clause 4.7.3
- “The sum due in an Interim Payment Application shall be calculated in accordance with clause 4.14 (Sums due as Interim Payments). Where an Interim Payment is not calculated in accordance with clause 4.14 (Sums due as Interim Payments) the sum stated as due in the Interim Payment Application shall be deemed to be £nil.”
- Insert** the following as a new clause 4.7.6:
- “4.7.6 The Contractor warrants the sum claimed in his Interim Payment Application is calculated in accordance with clause 4.14 (Sums due as Interim Payments).”
- 4.9 Interim and final payments - final date and amount**
- 4.9.1 **Delete** “14 days” and **insert** “28 days”.
- 4.9.2 Throughout clause 4.9.2, **replace** “Employer” with “the Payer”
- 4.9.5 Throughout clause 4.9.5, **replace** “the Employer” with “the Payer”
- Insert** the following as a new clause 4.9.8:
- “4.9.8 In the event that the sum specified in a Payment Notice is a negative figure showing a balance due to the Employer to be paid by the Contractor, the Contractor shall, subject to any Pay Less Notice given under clause 4.9.5, pay the sum specified in the Employer’s Payment Notice to the Employer by the final date for payment. Where a Pay Less Notice is given by the Contractor to the Employer, the payment to be made to the Employer on or before the final date for payment shall not be less than the amount stated as due in the Pay Less Notice.”
- 4.10 Pay Less Notices and other general provisions**
- “4.10.4 **Replace** “The Employer’s fiduciary interest... prevent him from exercising” with “The Employer may exercise”
- Retention**
- 4.16 Rules on treatment of Retention**
- Delete** the existing clause and **insert** the following:
- “4.16.1 The Employer will be under no obligation to set aside in a separate account any amount representing the Retention and will be under no fiduciary obligation with regard to it.
- 4.16.2 Any right of the Employer to deduct or set off any amount (whether arising under any term of this Contract or under any rule of law or in equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies included or consist of any Retention.”
- Loss and Expense**
- 4.19 Matters materially affecting regular progress**

Insert new sub-clause 4.19.3:

Notwithstanding any other provision, the Contractor shall not become entitled to the addition of any amount to the Contract Sum nor to any other financial adjustment under this Contract in respect of any cost, loss or expense incurred by reason of any error, omission, negligence or default of the Contractor or any Contractor's Person, or any of their respective agents servants or sub-contractors (other than an amount that is recoverable by the Employer under a policy of insurance maintained in accordance with Insurance Option B or Insurance Option C, if applicable)."

**4.20 Notification and ascertainment**

4.20.1 After the words "as soon as" insert "and in any event not later than 14 days after"

**4.21 Relevant Matters**

4.21.1 At the start of this clause, insert "Subject always to clause 5.8, "

4.25 Insert a new clause 4.25 as follows:

**4.25 Contractor Claims**

4.25.1 Notwithstanding any other provision of this Contract, any Claim must be notified by the Contractor in writing and received by the Employer not later than ten (10) Business Days after the event or matter first occurring which gives rise to the Claim. Each written notice must include the information and particulars as required under this Contract.

4.25.2 Compliance with the requirements of clauses 4.25.1 shall be a condition precedent to any right on the part of the Contractor to be granted or obligation on the part of the Employer to grant any extension of time and/or to any right on the part of the Contractor to be paid or obligation on the part of the Employer to pay any additional payments pursuant to or arising out of or in connection with this Contract. If the Contractor fails to comply with those requirements, then it irrevocably waives its right, both under this Contract and at common law, in equity and/or pursuant to statute to any such entitlement to any extension of time or to additional payment.

**CONDITIONS Section 5: Changes**

**General**

**5.1 Definition of Changes**

Replace the full stop at the end of clause 5.1.2.4 with a semi-colon and insert the following as a new clause 5.1.3:

"5.1.3 without prejudice to the rest of this clause 5.1, an instruction from the Employer supplementing or amending the Third Party Agreements."

**The Valuation Rules**

## **5.6 Change of conditions for other work**

At the end of the clause, **insert** the following:

“provided always that the substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or the Contractor’s Persons.”

**Insert** a new clause 5.8:

## **“5.8 Employer’s instruction affecting the Contract Sum and/or the Completion Date**

5.8.1 Where in the opinion of the Contractor any instructions issued by the Employer to the Contractor under this Contract may require an adjustment to the Contract Sum and/or the Completion Date, before complying with that instruction the Contractor shall provide to the Employer as soon as practicable (and in any event within 10 Business Days of the date of the Employer’s instruction) with details of all necessary design details including Material associated with that instruction, along with details of the value of the adjustment to the Contract Sum (providing the Employer with all necessary supporting calculations by reference to the values contained in the Contract Sum Analysis) and the length of any extension of time to the Completion Date which the Contractor considers he may be entitled to if he complies with that instruction.

5.8.2 The Employer shall either confirm or revoke that instruction in writing. The Contractor shall not be entitled to any adjustment to the Contract Sum or the Completion Date in respect of any Change under this Contract unless and until he is in receipt of an Employer’s written instruction pursuant to this clause 5.8.2.”

## **CONDITIONS Section 6: Injury Damage and Insurance**

### **Professional Indemnity Insurance**

#### **6.13 Loss or damage - insurance claims and reinstatement**

6.13.3 **Delete** “and from any policies covering Existing Structures or their contents that are effected by the Employer”

#### **6.15 Obligation to insure**

**Delete** clause 6.15.2 and **insert** the following:

“6.15.2 thereafter, provided it is available at commercially affordable rates and on terms which are such that on a reasonable view such insurance is worth effecting (“**Viable Rates and Terms**”), the Contractor shall maintain such insurance until the expiry of the period stated in the Contract Particulars from the date of practical completion of the Works. Any increased or additional premium required by insurers by reason of the Contractor’s own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within Viable Rates and Terms;”

6.15.3 **Replace** the full stop at the end of clause 6.15.3 with a semi-colon.

**Insert** the following as new clauses 6.15.4 to 6.15.6:

6.15.4 immediately inform the Employer if such insurance ceases to be available at Viable Rates and Terms so the Contractor and the Employer can discuss the means of best protecting their respective positions in respect of the Works in the absence of such insurance. If the professional indemnity insurance cover ceases to be available by

reason of the Contractor's acts, defaults or omissions and/or due to the Contractor's claims record such cover shall nevertheless be deemed to be available at Viable Rates and Terms;

6.15.5 fully co-operate with any measures reasonably required by the Employer, including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above Viable Rates and Terms if the Employer undertakes in writing to reimburse the Contractor in respect of the net cost of such insurance to the Contractor above Viable Rates and Terms; and

6.15.6 procure that:

Redacted for Data  
Protection - S43  
FOIA - Commercial  
Interests

.1 each Design Consultant maintains professional indemnity insurance of not less than [REDACTED] (unless otherwise approved by the Employer in writing); and

.2 each Key Sub-Contractor maintains professional indemnity insurance of not [REDACTED] (unless otherwise approved by the Employer in writing),

for a period of 12 years from the date of practical completion of the Works.”

6.16 **Professional Indemnity Insurance: Increased cost and non-availability**

Delete the existing clause 6.16 and insert “Not used.”

**CONDITIONS Section 7: Assignment, Third Party Rights and Collateral Warranties**

### **Assignment**

7.1 **General**

Delete clause 7.1 and insert the following:

“7.1 The Employer may assign his entire rights and benefits under this Contract to any person having or acquiring an interest in the Works and such rights and benefits shall be capable of one further assignment by the assignee. In addition, the Employer's rights and benefits may be charged and/or assigned by way of security and by way of reassignment on redemption without the Contractor's consent and without the same counting against the permitted number of assignments. Also, intra group assignments and assignments to any UK Government department shall be permitted without requiring the Contractor's Consent and shall not count against the permitted number of two assignments. The Contractor may not assign the benefit of this Contract without the prior written consent of the Employer (such consent not to be unreasonably withheld or delayed).”

### **Performance Bonds and Guarantees**

Delete clause 7.3 and insert the following:

“7.3.1 Where it is stated in the Contract Particulars that a parent company guarantee is required, the Contractor shall, no later than the date of this Contract, procure the execution and delivery of a parent company guarantee in favour of the Employer in the form attached at **Appendix 4** to the Schedule of Amendments. The parent company guarantee shall be executed and delivered by the Contractor's Parent Company. If the Contractor does not procure execution and delivery of the parent company guarantee, then, notwithstanding any other term of this Contract, the

Employer shall not be liable to make any payment to the Contractor under this Contract until the Contractor has procured such execution and delivery.”

7.3.2

Where it is stated in the Contract Particulars that a performance bond is required, the Contractor shall, no later than the date of this Contract, procure the execution and delivery of a performance bond in favour of the Employer in the form attached at **Appendix 5** to the Schedule of Amendments. The bond shall:

- .1 be in an amount no less than 10% of the Contract Sum;
- .2 have an expiry date no earlier than three months after the issue of the Notice of Completion of Making Good; and
- .3 be executed and delivered by a surety approved by the Employer, acting reasonably.

If the Contractor does not procure execution and delivery of the bond then, notwithstanding any other term of this Contract, the Employer shall not be liable to make any payment to the Contractor under this Contract until the Contractor has procured such execution and delivery.”

#### **Clauses 7A to 7E - Preliminary**

**Delete** clauses 7.4 to 7.6

#### **Third Party Rights from Contractor**

**Delete** existing clauses 7A to 7E and insert the following:

**“7A**

##### **Contractor’s warranties - any Beneficiary**

The Contractor shall, within 14 days of receiving a written request from the Employer, deliver to the Employer duly executed deeds of collateral warranty in the relevant form set out in **Appendix 1** in favour of any Beneficiary.

**7B**

##### **Design Consultants’ warranties - Employer and any Beneficiary**

The Contractor shall, within 14 days of receiving a written request from the Employer (whether before or after completion of the Works), procure and deliver to the Employer duly executed deeds of collateral warranty in the form set out in **Appendix 2** from each Design Consultant in favour of the Employer and any Beneficiary.

**7C**

##### **Key Sub-Contractors’ warranties - Employer and any Beneficiary**

The Contractor shall, within 28 days of receiving a written request from the Employer (whether before or after completion of the Works), procure and deliver to the Employer duly executed deeds of collateral warranty in the form set out in **Appendix 3** from each Key Sub-Contractor in favour of the Employer and any Beneficiary.

**7D**

Notwithstanding clauses 7B and 7C, minor changes sought by Key Sub-Contractors and Design Consultants to the collateral warranty template will be considered by the Employer but the Employer will not be required to consider or to agree to material changes such as clauses limiting or excluding liability or which are net contributions clauses or clauses which materially lessen the obligations owed by the sub-contractor or design consultant to the beneficiary under the collateral warranty.

**Warranty Retention**

Where the Contractor has failed to provide either:

- .1 any collateral warranty under clauses 7A, 7B or 7C; or
- .2 any certified copy of a Key Sub-Contractor sub-contract or a Design Consultant appointment under clause 3.4A.1.1,

then, provided such failure is not caused by the insolvency of the relevant Key Sub-Contractor or Design Consultant, the Employer may, provided that the Employer issues a valid Pay Less Notice in accordance with clause 4.9.5, retain from any Interim Payment a sum of 20% of the Gross Valuation of the Works that relate to each such warranty and 20% of the Gross Valuation for Works that relate to each such certified copy which the Contractor has failed to provide (the “**Warranty Retention**”). Any such Warranty Retention shall be released to the Contractor to the extent that the Contractor remedies such failure to provide any relevant warranty, sub-contract or appointment (as the case may be).”

**CONDITIONS****Section 8: Termination****Termination by Employer****8.4 Default by Contractor**

8.4.1.3 In line 2 after “remove” **insert** “or rectify”

8.4.1.5 At the end of the clause, **insert** “or”

**Insert** a new clause 8.4.1.6:

8.4.1.6 “fails to comply with any other requirement in this Contract which is listed as a Contractor default event, ”

**8.5 Insolvency of Contractor**

8.5.1 In clause 8.5.1 after “Insolvent” **insert** the following:

“or files a notice of his intention to appoint an administrator: ”

In clause 8.5.1, **transfer** “the Employer may...” until the end of the clause to a new clause 8.5.1.1.

At the end of new clause 8.5.1.1, **insert** “; and”.

**Insert** the following as a new clause 8.5.1.2:

“8.5.1.2 The event of Insolvency is deemed to be a material breach of this Contract.”

8.5.3.3 After “the Employer may” **insert** “at the Contractor’s expense, ”

8.11A **Insert** a new clause 8.11A “The Employer may voluntarily terminate this Contract at any stage by written notice. Upon termination under this clause 8.11A, the Employer’s Agent shall inspect and value the Works completed on a fair and reasonable basis to the date of such termination. The Employer shall pay to the Contractor a proportion of the Contract Sum in line with the Employer’s Agent’s valuation.”

- 8.12 At the start of clause 8.12 and in clause 8.12.3 after “clauses 8.9 to 8.11” insert “or clause 8.11A”
- 10 Insert a new clause 10 as follows
- “10 Bribery Act Compliance**
- 10.1 In this clause:
- 10.1.1 the expressions ‘adequate procedures’, ‘foreign public official’, ‘associated person(s)’ and ‘performing services’ shall bear the meanings assigned to them in the Bribery Act 2010 (‘the Bribery Act’) and, as the case may be, any Guidance for the time being issued under section 9 of the Bribery Act (‘the Guidance’); and
- 10.1.2 an associated person of the Contractor includes any contractual counterparty or subcontractor of the Contractor.
- 10.2 The Contractor shall and shall procure that any associated person or other person performing services in connection with this Contract shall:
- 10.2.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption practices including the Bribery Act and the Guidance (together ‘the Requirements’); and
- 10.2.2 comply with the Employer’s Anti-bribery Policy as the Employer may update the same from time to time a copy of which is available for inspection at the Employer’s registered office at all times upon request.
- 10.3 The Contractor shall not engage in, and shall procure that any associated person or other person performing services in connection with this Contract shall not engage in, any activity practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity practice or conduct had been carried out in the United Kingdom.
- 10.4 The Contractor shall:
- 10.4.1 have and maintain in place throughout the term of this Contract their own policy and procedures including adequate procedures to ensure compliance with the Requirements, the Policy, and clause 10.3 above and shall enforce them whenever appropriate;
- 10.4.2 promptly report to the Employer any request or demand for any financial or other advantage of any kind offered promised or given to it in connection with the performance of this Contract;
- 10.4.3 at the Employer’s request certify to the Employer in writing signed by it or its duly authorised officer compliance with this clause by it and by all associated persons of it performing services in connection with this Contract;
- 10.4.4 forthwith notify the Employer in writing in the event that a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in the Contractor and the Contractor warrants that no officer, employee or direct or indirect owner of it is a foreign public official as at the date of this Contract; and

10.4.5 be directly liable to the Employer in the event of any breach of this clause 10 by an associated person of it for any costs, losses, damages or expenses consequent upon such breach howsoever arising.

11 **Insert a new clause 11 as follows:**

11 **KPIs**

- 11.1 The Contractor shall establish processes to monitor its performance against the agreed KPIs. The Contractor shall at all times ensure compliance with the standards set by the KPIs.
- 11.2 The Employer shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Contractor performs its obligations to fulfil this agreement.
- 11.3 The Employer may, at its absolute discretion:
- 11.3.1 use and publish the performance of the Contractor against the KPIs and KPI Target without restriction; and
  - 11.3.2 initiate performance escalation in respect of any failure by the Contractor to comply with the KPIs or KPI Target in accordance with this agreement.

12 **Insert a new clause 12 as follows:**

12 **Modern Slavery**

- 12.1 In order to assist the Employer to meet its obligations under the Modern Slavery Act 2015, the Contractor agrees to raise any concerns about the issue or suspicion of modern slavery in any parts of its business or supply chain with the Employer at the earliest possible opportunity.
- 12.2 The Contractor warrants that it shall and shall procure that its sub-contractors and supply chain complies with the ETI Base Code and any anti-slavery measures notified to the Contractor by the Employer.
- 12.3 The Employer, acting by itself or through its audit agents, shall have the right during the period of the Agreement and for a period of 18 (eighteen) months thereafter to assess compliance by the Contractor, its sub-contractor and the Contractor's supply chain with this Clause 12.

13 **Insert a new clause 13 as follows**

13 **Counterparts**

- 13.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

14 **Insert a new clause 14 as follows:**

14 **Limitation Period**

- 14.1 Notwithstanding the manner in which this Contract has been entered into, the statutory period of limitation in respect of the Contractor's liability in connection with this Contract pursuant to the Limitation Act 1980 (as may be amended) shall not apply and the contractual limitation period in respect of the Contractor's obligations under this Contract shall extend to the expiration of twelve (12) years after the date of completion of the Works.

## **SCHEDULES**

### **SCHEDULE 2 SUPPLEMENTAL PROVISIONS**

### **SCHEDULE 3 INSURANCE OPTIONS**

#### **Insurance Option C**

**C.1** After “specified in clause 6.7.2” insert “procure that the Landlord”

**C.2** Delete “Employer” and replace with “Contractor”

### **SCHEDULE 5 THIRD PARTY RIGHTS**

Delete the existing schedule and **replace** with “Not used”.

### **SCHEDULE 7 JCT FLUCTUATION OPTION A**

Delete the existing schedule and **replace** with “Not used.”

## **Appendix 1**

### **CONTRACTOR'S COLLATERAL WARRANTY**

Template Deed of Collateral Warranty to be provided by the Contractor in favour of a  
**Landlord / Purchaser/ Tenant**

## **Appendix 2**

### **DESIGN CONSULTANT COLLATERAL WARRANTY**

Template Deed of Collateral Warranty to be provided by the Design Consultants  
in favour of the  
**Employer and Landlord/ Purchaser/ Tenant**

## **Appendix 3**

### **KEY SUB-CONTRACTOR COLLATERAL WARRANTY**

Template Deed of Collateral Warranty to be provided by a Key Sub-Contractor in favour of the  
**Employer and Landlord/ Purchaser/ Tenant**

## **Appendix 4**

### **PARENT COMPANY GUARANTEE**

## **Appendix 5**

### **PERFORMANCE BOND**

## **Appendix 6**

### **THIRD PARTY AGREEMENTS**

## Appendix 7

### ADDITIONAL REQUIREMENTS

#### 1 Interpretation

1.1 In this Schedule, unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

<b>“Agreement”</b>	this contract between (i) the Employer acting as part of the Crown and (ii) the Contractor;
<b>“BPSS”</b>	the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;
<b>“Charges”</b>	the charges for the Works as specified in the Contract;
<b>“Confidential Information”</b>	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>“Contractor Personnel”</b>	all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
<b>Contractor System</b>	any information and communications technology system used by the Contractor in implementing and performing the Works including the software and the Contractor’s equipment;
<b>“Default”</b>	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Employer, of its employees, servants, agents; or</p> <p>(b) in the case of the Contractor, of its sub-contractors or any Contractor Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
<b>“Effective Date”</b>	the date of this Contract;
<b>Employer Assets</b>	the Employer’s infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Employer and which is or may be used in connection with the provision or receipt of the Works;
<b>“Employer Data”</b>	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Employer; and/or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p>

	(a) any Personal Data for which the Employer is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.
<b>“GDPR”</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>“Information”</b>	has the meaning given under section 84 of the FOIA;
<b>“Intellectual Property Rights”</b>	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
<b>“Law”</b>	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;
<b>“Losses”</b>	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>“Key Personnel”</b>	any Contractor Personnel specified or otherwise notified as such by the Employer to the Contractor in writing;
<b>“Occasion of Tax Non-Compliance”</b>	<p>(a) any Tax return of the Contractor and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Contractor and/or its subcontractor to the Relevant Tax Employer on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(i) a Relevant Tax Employer successfully challenging the Contractor or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(ii) the failure of an avoidance scheme which the Contractor or relevant sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Employer under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Contractor or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;</p> <p>(c) For these purposes :</p> <p>(i) a return is "submitted" when it is first submitted to the Relevant Tax Employer and any subsequent amendments or re-submissions are to be ignored; and</p>

	(ii) a Relevant Tax Employer will not be deemed to have "successfully challenged" the Contractor or a sub-contractor until an appeal against such challenge is no longer possible.
<b>"Personal Data"</b>	has the meaning given in the Data Protection Act 2018;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Specification"</b>	the specification for the Works (including as to quantity, description and quality) as specified in the Employer's Requirements;
<b>"Tax"</b>	means: <ul style="list-style-type: none"> <li>(a) all forms of tax whether direct or indirect;</li> <li>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> <li>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</li> </ul> in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<b>"Working Day"</b>	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
<b>"Works"</b>	the works to be supplied by the Contractor to the Employer under the Agreement, including the provision of any goods and/or services;

## 2. Promoting Tax Compliance

- 2.1 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Contractor shall:
- 2.1.1 notify the Employer in writing of such fact within five (5) Working Days of its occurrence; and
  - 2.1.2 promptly provide to the Employer:
    - (a) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Employer may reasonably require.
- 2.2 The Contractor represents and warrants that as at the date of this Contract, it has notified the Employer in writing of any Occasions of Tax Non-Compliance or any litigation that it is

involved in that is in connection with any Occasions of Tax Non-Compliance.

## **Records, Reports, Audits & Open Book Data**

### **3 Audit Rights**

- 3.1 The Employer, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of eighteen (18) months thereafter, to assess compliance by the Contractor and/or its key sub-contractors of the Contractor's obligations under this Agreement, including for the following purposes:
- (a) to verify the accuracy of the Charges and any other amounts payable by the Employer under this Agreement (and proposed or actual variations to such Charges and payments);
  - (b) to verify the costs (including the amounts paid to all Sub-contractors and any third party contractors);
  - (c) to verify the Contractor's and each key Sub-contractor's compliance with this Agreement and applicable Law;
  - (d) to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Employer shall have no obligation to inform the Contractor of the purpose or objective of its investigations;
  - (e) to identify or investigate any circumstances which may impact upon the financial stability of the Contractor and/or any Key Sub-contractors or their ability to perform the Works;
  - (f) to obtain such information as is necessary to fulfil the Employer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
  - (g) to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Agreement;
  - (h) to carry out the Employer's internal and statutory audits and to prepare, examine and/or certify the Employer's annual and interim reports and accounts;
  - (i) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources;
  - (j) to verify the accuracy and completeness of any Management Information delivered or required by this Agreement;
  - (k) to review any Performance Monitoring Reports and/or other records relating to the Contractor's performance of the Works and to verify that these reflect the Contractor's own internal reports and records;
  - (l) to inspect the service delivery environment (or any part of it);
  - (m) to review the Contractor's quality management systems (including all relevant Quality Plans and any quality manuals and procedures) and the Contractor's compliance with the Quality Standards;

- (n) to inspect the site for the purposes of ensuring that the Employer's Assets are secure and that any register of assets is accurate, complete and up to date; and/or
- (o) to review the integrity, confidentiality and security of the Employer Data.

3.2 Except where:

- (a) an audit is imposed on the Employer by a regulatory body;
- (b) where the Employer has reasonable grounds for believing that the Contractor has not complied with its obligations under this Agreement; or
- (c) an audit is required to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security

the Employer may not conduct an audit of the Contractor or of the same key Sub-contractor more than twice in one calendar year pursuant to this Agreement.

- 3.3 Nothing in Clause 3.2 shall prevent or restrict the Employer's right to require that the Contractor provide financial Management Information at such frequency as determined by the Employer and on a free of charge basis.
- 3.4 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the key Sub-contractors for the purposes of and pursuant to applicable Law.
- 3.5 The Employer shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Employer deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Works.
- 3.6 Subject to the Employer's obligations of confidentiality, the Contractor shall on demand provide the Employer and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:
  - (a) all information requested by the Employer within the scope of the audit;
  - (b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Works;
  - (c) access to the Contractor System; and
  - (d) access to Contractor Personnel.
- 3.7 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Works against the applicable KPIs at a level of detail sufficient to verify compliance with the KPIs.
- 3.8 The Employer shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.
- 3.9 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 3.1 to 3.9, unless the audit identifies a material Default by the Contractor in which case the Contractor shall reimburse

the Employer for all the Employer's reasonable costs incurred in connection with the audit

#### **4 Governance and Records**

##### **4.1 The Contractor shall:**

- 4.1.1 attend progress meetings with the Employer at the frequency and times specified by the Employer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 4.1.2 submit progress reports to the Employer at the times and in the format specified by the Employer.

##### **4.2 The Contractor shall keep and maintain until 6 years after the end of this Agreement, or as long a period as may be agreed between the Parties, full and accurate records of this Agreement including the Works supplied under it and all payments made by the Employer. The Contractor shall on request afford the Employer or the Employer's representatives such access to those records as may be reasonably requested by the Employer in connection with this Agreement.**

#### **5 Confidentiality, Transparency and Publicity**

##### **5.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:**

- 5.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 5.1.2 not disclose the other party's Confidential Information to any other person without prior written consent.
- 5.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 5.1.4 notify the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

##### **5.2 The clause above shall not apply to the extent that:**

- 5.2.1 such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 1.14 (Freedom of Information);
- 5.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 5.2.3 such information was obtained from a third party without obligation of confidentiality;
- 5.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 5.2.5 it is independently developed without access to the other party's Confidential Information.

##### **5.3 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who are directly involved in the carrying out of the Works and who need to know the information, and shall ensure that such Contractor's Persons are aware of and shall comply with these obligations as to confidentiality.**

##### **5.4 The Contractor shall not, and shall procure that the Contractor's Persons do not, use any of the Employer's Confidential Information received otherwise than for the purposes of this Contract.**

- 5.5 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who need to know the information, and shall ensure that such Contractor's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor's Persons causes or contributes (or could cause or contribute) to the Contractor breaching its obligations as to confidentiality under or in connection with this Contract, the Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Contractor Personnel, the Contractor shall provide such evidence to the Employer as the Employer may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Contractor's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor's Persons in connection with obligations as to confidentiality.
- 5.6 At the written request of the Employer, the Contractor shall procure that those members of the Contractor's Persons identified in the Employer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 5.7 Nothing in this Contract shall prevent the Employer from disclosing the Contractor's Confidential Information:
- 5.7.1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body;
  - 5.7.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Employer or any Crown Body (including any benchmarking organisation) for any purpose connected with this Contract or any person conducting an Office of Government Commerce Gateway Review;
  - 5.7.3 for the purpose of the examination and certification of the Employer's accounts;
  - 5.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources;
  - 5.7.5 for the purpose of the exercise of its rights under this Contract; or
  - 5.7.6 to a proposed successor body of the Employer in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,
- and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer under this clause 5.7.
- 5.8 The Employer shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the Employer's obligations of confidentiality.
- 5.9 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

5.10 The Employer may disclose the Confidential Information of the Contractor:

- 5.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 5.10.2 to the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

## **6 Official Secrets Acts and related Legislation**

6.1 The Contractor shall comply with, and shall ensure that it's Contractor Personnel comply with:

- 6.1.1 the provisions of the Official Secrets Acts 1911 to 1989;
- 6.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Employer Data. Further, the Contractor acknowledges that (without prejudice to any other rights and remedies of the Employer) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and
- 6.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Works. The Contractor acknowledges that (without prejudice to any other rights and remedies of the Employer) a breach of the Contractor's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

6.2 The Contractor shall regularly (not less than once every six (6) months) remind all Contractor Personnel in writing of the obligations upon Contractor Personnel set out in Clause 6.1 above. The Contractor shall monitor the compliance by Contractor Personnel with such obligations.

6.3 The Contractor shall ensure that all Contractor Personnel who will have access to, or are provided with, Employer Data sign (or have previously signed) a declaration, in a form acceptable to the Employer, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Contractor shall provide a copy of each such signed declaration to the Employer upon demand.

6.4 In the event that the Contractor or the Contractor Personnel fail to comply with this clause, the Employer reserves the right to terminate the Agreement with immediate effect.

## **7 Freedom of Information**

7.1 The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 7.1.1 provide all necessary assistance and cooperation as reasonably requested by the Employer to enable the Employer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 7.1.2 transfer to the Employer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 7.1.3 provide the Employer with a copy of all Information belonging to the Employer requested in the Request for Information which is in its possession or control in the form that the Employer requires within 5 Working Days (or such other period as the Employer may reasonably specify) of the Employer's request for such Information; and
- 7.1.4 not respond directly to a Request for Information unless authorised in writing to do so by

the Employer.

- 7.2 The Contractor acknowledges that the Employer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Works (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Employer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 7.3 Notwithstanding any other provision in the Agreement, the Employer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Works is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **8 Employer Data and Security Requirements**

- 8.1 When handling Employer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Employer as notified to the Contractor from time to time.
- 8.2 Where the Employer is required to provide by e-mail to the Contractor or Contractor Personnel, any departmental or Employer data or any other information with a security marking of "OFFICIAL-SENSITIVE", to enable it to deliver the Works, the Contractor shall not (and shall procure that the Contractor Personnel do not) store that information on its personal computer or any form of removable media.
- 8.3 The Employer and the Contractor shall comply with the provisions of Appendix 8.
- 8.4 Where there is any breach of this Clause 8 the Employer reserves the right to terminate the Agreement with immediate effect.

## **9 Premises and Equipment**

- 9.1 If agreed between the Parties, and subject always to Clause 10, the Employer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Works. The Employer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Employer's premises the Contractor shall, and shall procure that all Contractor Personnel shall, comply with all the Employer's security requirements.
- 9.2 The Contractor shall be solely responsible for the cost of carriage of Equipment to the Sites and to GPA Premises, including its off-loading; removal, safe disposal or storage (as appropriate) of all packaging; and all other associated costs. Likewise on termination or expiry of this Agreement the Contractor shall be responsible for the removal and safe disposal of all relevant Equipment from the Sites and GPA's Premises, including the cost of packing, loading, carriage, associated decommissioning and making good the Sites and/or GPA Premises following removal, and taking account of any sustainability requirements, including safe and secure removal of data and recycling requirements. For the avoidance of doubt, the Contractor shall ensure that all Equipment is (as applicable) collected, delivered, treated, recovered and disposed of in accordance with the Waste Electrical and Electronic Equipment Regulations ("WEEE") and that all Equipment shall be supplied inclusive of any costs or charges for compliance with the collection, delivery, treatment, recovery and environmentally sound disposal of such Equipment as required by WEEE.
- 9.3 All the Contractor's property, including Equipment, shall remain at the sole risk and responsibility of the Contractor.

9.4 The loss or destruction for any reason of any Contractor Equipment shall not relieve the Contractor of its obligation to supply the Works in accordance with this Agreement.

9.5 For the purposes of this Clause 9, "Equipment" means all equipment, materials, consumables and plant, other than GPA's Property, to be used by the Contractor in the delivery of the Works.

## **10 Contractor Personnel and Key Personnel**

10.1 If the Employer reasonably believes that any of the Contractor Personnel are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

10.1.1 refuse admission to the relevant person(s) to the Employer's premises;

10.1.2 direct the Contractor to end the involvement in the provision of the Works of the relevant person(s); and/or

10.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Employer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

10.2 The Contractor shall:

10.2.1 ensure that all Contractor Personnel are vetted in accordance with good industry practice, BPSS and any security requirements set out in the Employer's Requirements);

10.2.2 if requested, provide the Employer with a list of the names and addresses (and any other relevant information, including the capacities in which they are concerned with the Agreement) of all persons who may require admission to the Employer's premises in connection with the Agreement; and

10.2.3 procure that all Contractor Personnel comply with any rules, regulations and requirements reasonably specified by the Employer.

10.3 Any Key Personnel shall not be released from supplying the Works without the agreement of the Employer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

10.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Employer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Works. The Contractor shall use all reasonable endeavours to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

10.5 Where Contractor Personnel are required to have a pass for admission to the Employer's premises, the Employer's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

10.6 The Contractor shall not be entitled to any extension of time to the Completion Date or adjustment to the Contract Sum as a result of a delay arising out of a change in Key Personnel in accordance with this clause 10.

## **11 Intellectual Property Rights**

- 11.1 All Intellectual Property Rights in any materials provided by the Employer to the Contractor for the purposes of this Agreement shall remain the property of the Employer but the Employer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 11.2 All Intellectual Property Rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Works shall vest in the Contractor. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Employer by operation of law, the Employer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 The Contractor hereby grants the Employer:
- 11.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Works; and
  - 11.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:
    - (a) any Intellectual Property Rights vested in or licensed to the Contractor on the date of the Agreement; and
    - (b) any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Works,
- including any modifications to or derivative versions of any such Intellectual Property Rights, which the Employer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Works provided.
- 11.4 The Contractor shall indemnify, and keep indemnified, the Employer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Employer as a result of or in connection with any claim made against the Employer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Works, to the extent that the claim is attributable to the acts or omission of the Contractor or any Contractor Personnel.

## **12 Compliance**

- 12.1 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Contractor Personnel and other persons working on the Employer's premises in the performance of its obligations under the Agreement.
- 12.2 The Contractor shall promptly notify the Employer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Employer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Employer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

12.3 The Contractor shall:

- 12.3.1 comply with all the Employer's health and safety measures while on the Employer's premises; and
- 12.3.2 notify the Employer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Employer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

12.4 The Contractor shall:

- 12.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Employer's equality and diversity policy as provided to the Contractor from time to time; and
- 12.4.2 take all reasonable steps to secure the observance of Clause 12.4.1 by all Contractor Personnel.

12.5 The Contractor shall supply the Works in accordance with the Employer's environmental policy as provided to the Contractor from time to time.

12.6 In performing its obligations under the Agreement, the Contractor shall;

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and
- (c) notify the Employer as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 12.6(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:
  - (i) remedy the breach; and
  - (ii) ensure future compliance with Clause 12.6(a) and (b).

12.7 If the Contractor fails to comply (or if the Employer receives information which demonstrates that the Contractor has failed to comply) with any of the provisions in Clause 12.6 then this shall allow the Employer to terminate the Agreement pursuant to Clause 12.2.1.

**13 Prevention of Fraud and Corruption**

13.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

13.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor Personnel and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Employer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

13.3 If the Contractor or the Contractor Personnel engages in conduct prohibited by Clause 13.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including

the Employer) the Employer may:

- 13.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the supply of the Works and any additional expenditure incurred by the Employer throughout the remainder of the Agreement; or
- 13.3.2 recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this Clause.

#### **14 Admittance to the site**

- 14.1 The Contractor shall submit details of people who are to be employed by it and its sub-contractors in connection with the Works to the Employer's Agent. The details shall include a list of names and addresses, the capabilities in which they are employed, and other information required by the Employer's Agent.
- 14.2 The Employer's Agent may instruct the Contractor to take measures to prevent unauthorised persons being admitted to site. The instruction shall be valued as a Change if the measures are additional to those required by the Employer's Requirements.
- 14.3 Contractor's Persons are to carry an Employer's pass and comply with all conduct requirements from the Employer whilst they are on the parts of the site identified in the Employer's Requirements.
- 14.4 The Contractor shall submit to the Employer's Agent for acceptance a list of the names of the people for whom passes are required. On acceptance, the Employer's Agent shall issue the passes to the Contractor. Each pass shall be returned to the Employer's Agent when the employee no longer requires access to that part of the site or after the Employer's Agent has given notice that the employee is not to be admitted to the site.
- 14.5 The Contractor shall not take photographs of the site or of work carried out in connection with the Works unless it has obtained the acceptance of the Employer's Agent.

#### **15 Cyber Essentials**

The Employer and the Contractor shall comply with the provisions of Appendix 9.

#### **16 Apprenticeships**

- 16.1 The Contractor shall take all reasonable steps to employ apprentices, and report to the Employer the numbers of apprentices employed and the wider skills training provided, during the carrying out of the Works.
- 16.2 The Contractor shall take all reasonable steps to ensure that no less than the percentage of its employees stated in the Employer's Requirements (the "Apprenticeship Percentage") are on formal apprenticeship programmes or that a similar proportion of hours worked in carrying out the Works, (which may include support staff and sub-contractors) are provided by employees on formal apprenticeship programmes.
- 16.3 The Contractor shall make available to its employees and sub-contractors working on the Contract, information about the Government's Apprenticeship programme and wider skills opportunities.
- 16.4 The Contractor shall provide any further skills training opportunities that are appropriate for its employees engaged in carrying out the Works.
- 16.5 The Contractor shall provide a written report detailing the following measures in its regular contract management monthly reporting cycle and be prepared to discuss apprenticeships at

its regular meetings with the Employer's Agent:

- the number of people during the reporting period employed on the Contract, including support staff and sub-contractors;
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract;
- the percentage of all employees taking part in an apprenticeship programme;
- if applicable, an explanation from the Contractor as to why it is not managing to meet the specified percentage target;
- actions being taken to improve the take up of apprenticeships;
- other training/skills development being undertaken by employees in relation to this Contract, including:
  - work experience placements for 14 to 16 year olds;
  - work experience /work trial placements for other ages;
  - student sandwich/gap year placements;
  - graduate placements;
  - vocational training;
  - basic skills training; and
  - on site training provision/ facilities."

## **APPENDIX 8**

### **Data Protection**

The following definitions shall apply to this Appendix 8

#### **GDPR DEFINITIONS:**

Data Protection Legislation: (i) the GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy which will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller , Processor , Data Subject , Personal Data , Personal Data Breach, Data Protection Officer: take the meaning given in the Data Protection Legislation.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

Protective Measures: appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those referenced in the Employer's Requirements and the security access letter.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

#### **1. DATA PROTECTION**

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Developer is the Processor unless otherwise specified. The only processing that the Processor is authorised to do is listed in Specification by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Works;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Annex 7, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 7);
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - 1. are aware of and comply with the Processor's duties under this clause;
      - 2. are subject to appropriate confidentiality undertakings with the Processor or any Sub- processor;
      - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
      - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
      - 5. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
        - A. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
        - B. the Data Subject has enforceable rights and effective legal

remedies;

- C. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- D. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- E. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

- 1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the

rights and freedoms of Data Subjects.

- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation .
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
  - (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub- processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in this Appendix in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## Part 2: Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [ ] Project Director ( [ ]@gpa.gov.uk).
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**.
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Contractor</i> is the Processor in accordance with Clause 1.1.</p> <p>“Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>All Personal Data held in relation to the Project, including Personnel within the organisations of the Controller, Processor, their suppliers and their supply chain.</p>
Subject matter of the processing	<p>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the civil service.</p>
Duration of the processing	<p>Processing will occur throughout the duration of the contract, up until the Defects Certificate date.</p>

Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc. Any other purposes are to be informed by the Controller to the Processor during the duration of the Contract.</p>
Type of Personal Data being Processed	Name, address, date of birth, National Insurance number, telephone number, pay, images, biometric data and any other data deemed sensitive or commercially sensitive by both Controller and Processor. etc
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils and members of the public.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Unless otherwise instructed by the Controller, all data will be retained until the Defects Certificate has been issued. Data will be returned to the Controller at this point for sensitive destruction or suitable, secure retention as necessary.</p>

## Appendix 9

### CYBER ESSENTIALS

#### CYBER ESSENTIALS SCHEME

##### 1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	The Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a> ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the Contractor as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Contractor's cyber security approach under the Cyber Essentials Scheme and is amore advanced level of assurance.

## **2. CYBER ESSENTIALS OBLIGATIONS**

- 2.1 Where the Employer's Requirements require that the Contractor provide a Cyber Essentials Certificate prior to the execution of the Works the Contractor shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the Works the Contractor delivers to the Employer evidence of the same. Where the Contractor fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the works under any contract until such time as the Contractor has evidenced to the Employer its compliance with this paragraph 2.1.
- 2.2 Where the Contractor continues to Process Cyber Essentials Scheme Data during the carrying out of the works the Contractor shall deliver to the Employer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Contractor under paragraph 2.1.
- 2.3 Where the Contractor is due to Process Cyber Essentials Scheme Data after the commencement of the Works but before completion of the Works the Contractor shall deliver to the Employer evidence of:
  - 2.3.1 a valid and current Cyber Essentials Certificate before the Contractor Processes any such Cyber Essentials Scheme Data; and
  - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Contractor under paragraph 2.1.
- 2.4 In the event that the Contractor fails to comply with paragraphs 2.2 or 2.3 (as applicable), the Employer reserves the right to terminate this Contract for material Default.
- 2.5 The Contractor shall ensure that all sub-contracts with sub-contractors who Process Cyber Essentials Data contain provisions no less onerous on the sub-contractors than those imposed on the Contractor under this Contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule
- 2.6 This Schedule shall survive termination or expiry of this Contract



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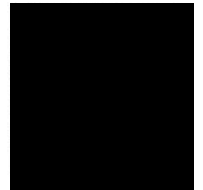
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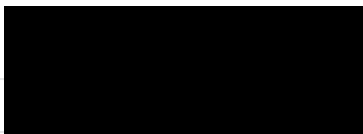


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