

Pavements Framework Volume 3 Works Information

[insert scheme name here]

**NEC3 Engineering and Construction Short Subcontract
(April 2013)**



WORKS INFORMATION FOR EC SHORT SUBCONTRACT

CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date
1	27/09/2017	New clauses WI400.9.4.1 to WI400.9.4.8. Annex A WI400.9.4.1 included and Cost Data Capture Model Templates	AB	27/09/2017
2	27/09/2017	Annex A WI400.8.1 hyperlink for Collaborative Performance Framework Updated		27/09/2017

[Entries in red are to be determined by the compiler or are recommended entries; these should be reviewed and accepted or changed as appropriate and as agreed by the Procurement Officer. Guidance is given in red italics and should be removed when compiling a tender document.]

[Any proposed departures from the approach set out in this model document are to be discussed and agreed between the contract procurement officer and the contract policy owner.]

WORKS INFORMATION

[Works Information is to be prepared in accordance with the structure set out in the NEC3 EC Short Subcontract Works Information Guidance. Include the following provisions as applicable.]

Document Structure

Section	Works Information (<i>Contractor's</i>)
WI 100	Description of the <i>subcontract works</i>
WI 200	Drawings
WI 300	Specifications
WI 400	Constraints on how the <i>Subcontractor</i> Provides the Works
WI 500	Requirements for the programme
WI 600	Requirements for inspections and testing
WI 700	Services and other things provided by the <i>Contractor</i>

[NB Any documents referenced within this document (e.g. specification) must be available to the Contractor (or the Tenderer at tender stage). This availability can be electronically (e.g. web site,) public domain (web site, published book etc) or by providing a contact from where the documents may be obtained].

NOTE following the recent Court Judgment in C368/10 Commission v Netherlands

- All relevant standards need to be transparently listed so to enable the tenderers to determine the subject of the contract*
- all reference documents are to be hyperlinked rather than referred to*

WI 100 **Description of the subcontract works**

WI100.1 *[Give a detailed description of what the Subcontractor is required to do and of any work the Subcontractor is to design.]*

WI 200 **Drawings**

WI200.1 *[List the drawings applicable to this subcontract.]*

WI 300 **Specifications**

[List the specifications that apply to this subcontract.]

WI300.1 **Contractor's work specification**

WI300.1.1 The work specification is contained in the specification detailed below.

Specification

- The specification referred to in the Works Information is the 'specification for highway works' (included at Annex A), current at the Contract Date, published by TSO (formerly HMSO) as volume 1 of the manual of contract documents for highway works, as modified and extended by the following:
 - (i) Appendix 0/1: Contract-specific additional, substitute and cancelled clauses, tables and figures,
 - (ii) Appendix 0/2: Contract-specific minor alterations to existing clauses, tables and figures,
 - (iii) The numbered appendices listed in appendix 0/3.
- Insofar as any of the numbered appendices may conflict or be inconsistent with any provision of the specification for highway works the numbered appendices will always prevail.
- Any reference in the contract to a clause number or appendix within the specification for highway works shall be deemed to refer to the corresponding substitute clause number or appendix listed in appendix 0/1 or 0/2.
- Where a clause is altered any original table/figure referred to in the clause shall apply unless the table/figure is also altered. Where a table/figure is altered any reference in a clause to the original table/figure shall apply to the altered table/figure.

- Where a clause in the specification relates to work goods or materials which are not required for the *works* it shall be deemed not to apply.
- Any appendix referred to in the specification which is not used shall be deemed not to apply.

WI300.1.2 The following sections of the specification for highway works apply:

[The following sections of the specification for highway works apply:

Series 000 (Introduction)

Series 100 (Preliminaries)

Series 200 (Site Clearance)

Series 500 (Drainage and Service Ducts)

Series 600 (Earthworks)

Series 700 (Road Pavements General)

Series 900 (Road Pavements - Bituminous Bound Materials)

Series 1200 (Traffic Signs)

Series 1500 (Motorway Communications)

Series 1700 (Structural Concrete)

Series 1800 (Structural Steelwork)

Series 2300 (Bridge Expansion Joints and Sealing of Gaps)

Series 2400 (Brickwork, Blockwork and Stonework)

Add/delete/amend as necessary and insert any additional requirements above these Series' as bespoke additional Specification drafting, and include below.]

WI300.2 Quality Management Points

WI300.2.1 If at any time the number of Quality Management Points in effect under this contract is more than 25, the *Subcontractor* and the *Contractor* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

WI300.2.2 The *Subcontractor* submits a report to the *Contractor* within one week of the meeting setting out

- the actions agreed at the meeting and
- any other actions which the *Subcontractor* proposes to take immediately to reduce the number of Quality

Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

WI300.2.3 If the *Contractor* does not accept the *Subcontractor's* proposals or the *Subcontractor* does not take the agreed actions, the *Contractor* serves a quality warning notice on the *Subcontractor*. Within one week of receipt of the quality warning notice, the *Subcontractor* submits a report to the *Contractor* setting out the actions which the *Subcontractor* has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

WI300.2.4 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Subcontractor* takes the actions detailed in his reports and submits weekly update reports to the *Contractor* setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.

WI300.3 Building Information Modelling (BIM)

WI300.3.1 The *Subcontractor* provides the *Contractor* with:

[Contract Complier to specify all relevant requirements for the information required by the relevant BIM Modeller that is required to be supplied by the Subcontractor including any format requirements]

WI 400 **Constraints on how the Subcontractor Provides the Works**

WI400.1 **General Constraints**

WI400.1.1 *[State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Contractor.]*

WI400.2 **Health & Safety requirements**

WI400.2.1 *The Subcontractor complies with the following:*

[Specify all relevant requirements for the subcontract, including but not limited to:

- Contractor's safety requirements.*
- Reporting requirements.*
- Safety management, supervision and qualifications,*
- Management of subsubcontractors,*
- Drug and alcohol policy,*
- Site induction procedures]*

- WI400.2.2 The *Subcontractor* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**"), (included at Annex A) or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Employer*.
- WI400.2.3 If any incident occurs that the *Subcontractor* considers is not within the remit of IAN 128 then the *Subcontractor*
- notifies the *Contractor* of the incident; and
 - reports the incident as if the incident was in the remit of IAN 128, if required by the *Contractor*.
- WI400.2.4 Any document that would otherwise fall to be disclosed by the *Subcontractor* to the *Contractor* may be withheld by the *Subcontractor* provided that the *Subcontractor's* legal advisor confirms to the *Contractor* that the document is
- a confidential communication between the *Subcontractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the *Subcontractor*; or
 - a confidential communication between the *Subcontractor* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- WI400.2.5 In addition to any requirements in the IAN 128, the *Subcontractor* reports to the *Contractor* within 3 hours, details of any serious incidents involving any person injured or killed in connection with the *subcontract works* on the *site*.
- WI400.2.6 The *Subcontractor* reports such incidents through The *Employer's* Accident and Incident Reporting System (included at Annex A).
- WI400.2.7 The *Subcontractor* issues any information required for input into the health and safety file to the *Contractor* at Completion.
- WI400.2.8 The *Subcontractor* operates an occupational health management system in line with the requirements of Health and Safety Executive's construction occupational health management model.

WI400.2.9 The *Subcontractor* confirms to the *Contractor* that adequate welfare facilities are in place prior to commencement.

WI400.2.10 The *Subcontractor* and the *Contractor* notify each other of any known special health and safety hazards which may affect the performance of the *subcontract works*. The *Subcontractor* informs and instructs people employed by him on the hazards and any necessary associated safety measures.

WI400.2.11 The *Subcontractor* ensures that any subcontract (at any stage of remoteness from the *Contractor*) contains provisions to the same effect as WI400.2.

WI400.3 Inspections

[State any requirement for review and inspection of Subcontractor's health and safety procedures by the Contractor.]

WI400.4 Employer's Health and Safety Requirements

WI400.4.1 The *Subcontractor* embraces and contributes to Highways England's Aiming for Zero initiative (included at Annex A).

WI400.4.2 The *Subcontractor* complies with the *Employer's* rules, regulations, health and safety policies (included at Annex A) and any safety and security instructions notified to the *Subcontractor*.

WI400.4.3 The *Subcontractor* complies with the minimum requirements specified in *Employer's* 'raising the bar' guidance (included at Annex A).

WI400.5 Working with others

WI400.5.1 The *Subcontractor* complies with the special requirements of the following Statutory Bodies:

[list]

WI400.6 Environmental requirements

WI400.6.1 In Providing the Works the *Subcontractor* complies with the *Highways England's* environmental policy (included at Annex A), which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic

compounds and other substances damaging to health and the environment.

WI400.6.2 Paper for written outputs produced by the *Subcontractor* in connection with the contract complies with the relevant sustainable Government Buying Standards: (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.

WI400.6.3 Goods purchased by the *Subcontractor* on behalf of the *Contractor* (or which will become the property of the *Contractor*) comply with the relevant minimum environmental standards specified in the Government Buying Standards: (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>)

WI400.7 Basic Security Checks

WI400.7.1 If requested by the *Contractor* the *Subcontractor* carries out basic security checks on its employees and subcontractors (at any stage of remoteness from the *Contractor*) and their employees before they are involved in Providing the Works. The checks are carried out in accordance with the *Employer's* procedures (included at Annex B).

WI400.8 Performance measurement

WI400.8.1 The *Subcontractor's* performance shall be assessed using the current version of the *Employer's* 'Collaborative Performance Framework' (CPF) (included at Annex A), in line with the specified reporting frequency and reporting deadline.

WI400.8.2 The *Subcontractor* records performance against each of the metrics in the CPF, and assists the *Contractor* in the development of this measurement framework by proposing and developing ways in which improvements can be made to it. No changes are implemented unless agreed in writing by the *Contractor*.

WI400.8.3 New versions of the CPF may be issued from time to time (which can be found on the *Employer's* website), and the *Subcontractor* uses the most recent version as instructed by the *Contractor*.

WI400.8.4 The targets to be met by the *Subcontractor* are a benchmark score of 6 against each indicator.

WI400.9 Provision of cost information

- WI400.9.1 A Work Breakdown Structure (WBS) is prescribed by the *Contractor*. The *Subcontractor* submits quotations, financial and commercial information, including Earned Value Management (EVM) performance (included at Annex A), using this WBS.
- WI400.9.2 The *Subcontractor* provides EVM performance against a standard WBS specified by the *Contractor* through the provision of the 'Commercial Reporting and Monitoring System' (CRaMS) return (included at Annex A).
- WI400.9.3 The *Subcontractor* provides a verified monthly CRaMS return, using the current version or any replacement, to the *Contractor* and Performance Intelligence team on the last working day of each reporting period, as specified by the *Contractor*.
- WI400.9.4 The outline requirements for Cost Capture are identified in "The Cost Estimation Manual" (included at Annex A). The *Contractor* instructs the required method. The *Subcontractor* arranges for his subsubcontractors to make financial submissions in the same format.
- WI400.9.4.1 The *Subcontractor* allocates all costs he incurs to Provide the Works in the "Cost Data Capture Model (CDCM) A" and "Cost Data Capture Model B" (included at Annex A).
- WI400.9.4.2 The *Subcontractor* maintains CDCM (A and B) throughout the duration of the Package Contract and submits to the *Employer* CDCM (A and B) with every application for payment and upon Completion and upon the defects date. The *Subcontractor* provides a full detailed back up for all costs in a format specified by the *Employer*.
- WI400.9.4.3 The *Subcontractor* submits CDCM electronically using a format specified in CDCM (A and B) or any other alternative format the *Employer* specifies.
- WI400.9.4.4 The *Subcontractor* provides the Project Manager and/or the *Employer* access to the *Subcontractor's* and any subsubcontractor (at any stage of remoteness from the *Employer*) cost capture systems.
- WI400.9.4.5 The *Subcontractor* captures all costs associated with Providing the Works within a data collection system to suit an output specified by the *Employer*.
- WI400.9.4.6 If the *Employer's* minimum requirements for the *Subcontractor's* data collection system are not met, the *Subcontractor* makes such modifications or enhancements to its own data collection system, or

those of its supply chain, as are necessary, to meet the *Employer's* requirements

WI400.9.4.7 The *Subcontractor* ensures that any subsubcontractor (at any stage of remoteness from the *Employer*) captures any costs associated with Providing the Works. The *Contractor* ensures that any subsubcontractor captures such costs to the same detail as the *Subcontractor* is obligated to capture.

WI400.9.4.8 The *Subcontractor* ensures and ensures any subsubcontractor (at any stage of remoteness from the *Employer*) separately identifies captures and reports to the *Employer* any Defined Cost of purchasing bitumen used to Provide the Works.

WI400.9.5 *[The following paragraph may be required if the works are to be performed via OD and not MP]*

The Subcontractor completes the electronic forms required by Highways England's Director Instruction 04/06 "Cost Retrieval and EVA Reporting for ECI Contracts" The Subcontractor provides the completed forms to the Contractor within one week of each assessment date.

WI400.10 Air Quality Strategy

WI400.10.1 The *Employer* has recently published its air quality strategy (included at Annex A), with an aim to 'explore opportunities to promote the use of low emission vehicles by our supply chain'. The *Subcontractor* is required to work in collaboration with the *Contractor* to prepare reports when requested to identify what could be achieved by way of reductions in vehicle emissions. Report findings will assist in improving and setting standards for future highways contracts.

WI 500 **Requirements for the programme**

WI500.1 *[State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.*

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

WI 600 **Requirements for inspections and testing**

WI600.1 *[Consider the following checklist for test and inspection details*

- Objective, procedure and standards to be used.*
- When they are to be done.*

- *Where they are to be done.*
- *Who does the tests, and who is in attendance.*
- *Testing and inspection method.*
- *The Equipment required and who provides it.*
- *Access arrangements.*
- *Information or instructions required to be provided.*
- *Materials, facilities and samples to be provided.*
- *Involvement of specialists.*
- *Acceptable results and deviations.*
- *Test environment.*
- *Documents to be provided before and after the test.*
- *Whether or not authorisation to proceed to the next stage of the work depends in the test results.]*

WI 700 **Services and other things provided by the Contractor**

WI700.1 *[Describe what the Contractor will provide, such as services (including water and electricity) and 'free issue' Plant and Materials and equipment.]*

Annex A – Employer's Policies

Reference in WI	Document	Link
WI300.1.1	Specification for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/
WI400.2.2	Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128")	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN128_15.pdf
WI400.2.6	Accident and incident reporting system	Refer to Instructions for Tenderers
WI400.4.1	HE aiming for zero initiative	https://www.gov.uk/government/collections/roadworker-safety-highways-agencys-aiming-for-zero-programme
WI400.4.2	Employer's rules, regulations, health and safety policies	Refer to Instructions for Tenderers
WI400.4.3	HE raising the bar guidance	https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative
WI400.6.1	Environmental policy	https://www.gov.uk/government/publications/highways-england-environment-strategy
WI400.8.1	Collaborative Performance Framework*	https://supplychainportal.highways.gov.uk/commperf/Supplier%20performance/Forms/AllItems.aspx
WI400.9.1	Earned value management performance requirements*	https://supplychainportal.highways.gov.uk/commperf/Supplierperformance/Forms/CraMS.aspx
WI400.9.2	Commercial reporting and monitoring system*	https://supplychainportal.highways.gov.uk/commperf/SitePages/Home.aspx
WI400.9.4	Cost estimation manual	Refer to Instructions for Tenderers
WI400.9.4.1	Cost Data Capture Model A	 Pavement Framework - Cost D:

WI400.9.4.1	Cost Data Capture Model B	 Pavement Framework - Cost D:
WI400.10.1	Air Quality Strategy	https://www.gov.uk/government/publications/ highways-england-air-quality-strategy

* Access to Highways England's Supply Chain Portal will require registration, the form can be found in the additional documents folder 'SharePoint (Supply Chain Portal) Application

Annex B – Contractor's Personnel Security Procedures

1. Mandatory Obligations

- 1.1 The *Contractor* is required to adopt the Personnel Security requirements and management arrangements set down in Security Policy No 3: Personnel Security of HMG Security Policy Framework v.2.0 May 09 issued by the Cabinet Office as amended from time to time (the "Security Policy Framework").
- 1.2 The Security Policy Framework is available to be downloaded from the Cabinet Office Website www.cabinetoffice.gov.uk. The *Subcontractor* familiarises himself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations abstracted from the Security Policy Framework and set down in this Annex.
- 1.3 The *Subcontractor* ensures that the appropriate level of Personnel Security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
- 1.4 The *Contractor* notifies the *Subcontractor* of any revisions to the Personnel Security requirements arising as a consequence of subsequent amendments to the Security Policy Framework.
- 1.5 The Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to *site* admittance, passes and photographs. These requirements are set out in Part 3 of this annex.

2. Security Checks – Minimum Requirement

- 2.1 The Baseline Personnel Security Standard (BPSS) forms the minimum security check requirement for all Staff whose duties include working in the *Contractor's* premises, including offices, Regional Control Centres (RCC), the National Traffic Control Centre (NTCC) and any outstations owned and/or operated by the *Contractor*, usage of the *Contractor's* Information Systems or working unsupervised in any other capacity. The *Contractor* may notify the *Subcontractor* of a modification to the categories of Staff requiring BPSS security checks at any time.
- 2.2 The BPSS is available to be downloaded from the Cabinet Office Website www.cabinetoffice.gov.uk
- 2.3 Procedural and other details for ensuring compliance with the BPSS are set down in Part One below.

3. Security Checks – Additional Vetting Requirement

- 3.1 Where Staff require unrestricted access to *[Include contract specific requirements e.g. Highways England's IT control centres, technology systems etc]* the *Contractor* notifies the *Subcontractor* of the appropriate level of National Security Vetting (NSV) to be carried out.
- 3.2 Procedural and other details for ensuring compliance with NSV are set down in part 2 below.

PART ONE – BPSS Compliance

4. Procedures

- 4.1 The *Subcontractor* undertakes security checks to ensure the confidentiality, integrity and availability of the *Contractor's* asset.
- 4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 2.1 applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual is issued with a security pass giving unrestricted access to the *Contractor's* premises, potentially has access to the *Contractor's* sensitive, possibly protectively-marked, information or is given access to the *Contractor's* IT network.
- 4.3 The *Subcontractor* takes all necessary measures to confirm that any previous security checking carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
- 4.4 The *Subcontractor* should note that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Subcontractor* certifying the same.
- 4.5 The *Subcontractor* rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.
- 4.6 Any new Staff to whom paragraph 2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- 4.7 The *Subcontractor* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Contractor* or its appointed representatives for audit purposes at all reasonable times.
- 4.8 If the *Contractor* discovers any non-compliance with the requirements of the BPSS from the audit process, the *Subcontractor* fails to keep full records of security checks carried out on Staff or the *Subcontractor* fails to make such records available on reasonable request, the *Contractor* may invoke individual withdrawal of permits or passes to Staff, invoke systematic withdrawal of permits or passes to Staff or require that an independent audit of the *Subcontractor's* BPSS security check procedure is undertaken at the expense of the *Subcontractor*. The *Subcontractor* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Contractor*.
- 4.9 It should be noted that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

5. Security check process for BPSS

- 5.1 The security check process of the BPSS follows the guidance provided in the BPSS.

- 5.2 The BPSS comprises verification of four main elements identity, nationality and immigration status (including an entitlement to undertake the work in question), employment history (past 3 years) and criminal record (unspent convictions only). Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.
- 5.3 The specific requirements for verification of each of the four main elements are set down in Part II, The Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Subcontractor* from his obligation to comply with all the requirements of the BPSS.
- 5.4 Information collected at each stage of the process is reviewed, assessed and recorded on the following BPSS Verification Record (Annex B of the BPSS).
- Verification Record
 - Nationality and Immigration Status Form
 - UKBA Immigration Employment Enquiry Form
 - Employment History Report Form
 - HMRC Record Check Form
 - Criminal Record Declaration

6. Verification of Identity – Outline Requirements

- 6.1 Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc.) or by means of a commercially available ID verification service.
- 6.2 Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
- 6.3 There is no definitive list of identifying documents. The *Subcontractor* should note that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (e.g. passport or ID card).
- 6.4 National Insurance numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
- 6.5 Where verification of identity is not straightforward but a decision is nevertheless taken to employ an individual, the *Subcontractor* notifies the *Contractor* and records the matter on the Risk Register.

7. Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements

- 7.1 Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Border Agency (UKBA) records.
- 7.2 The *Subcontractor* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
- 7.3 Checks need to be applied evenly and the *Subcontractor* needs to be aware of his obligations under the Race Relations Act 1976.

8. Employment history (past 3 years) – Outline Requirements

- 8.1 Employment history may be verified by checking with previous *Contractors*, by following up references or by means of a commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.
- 8.2 To ensure that prospective employees are not concealing associations or gaps, the *Subcontractor* as a minimum verifies the individual's recent (past 3 years) employment or academic history.
- 8.3 Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.
- 8.4 Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.

9. Criminal record (unspent convictions only) – Outline Requirements

- 9.1 The *Subcontractor* should note that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") will be made as part of that process.
- 9.2 Under the terms of the Rehabilitation of Offenders Act 1974, it is reasonable for *Contractors* to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual must be treated as if the offence had never been committed.
- 9.3 The *Subcontractor's* attention is drawn to the Basic Disclosure Certificate check option available from Disclosure Scotland.
- 9.4 Where "unspent" convictions have been disclosed, the *Subcontractor* carries out a risk assessment, which may include the need for legal advice, before proceeding.

10. Approval for employment

- 10.1 General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the BPSS. An outline description of the core requirements is

included below but does not relieve the *Subcontractor* from his obligation to comply with all the requirements of the BPSS.

- 10.2 Subject to paragraph 4.8 and unless advised to the contrary by the *Contractor*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Subcontractor* as suitable to undertake the duties referred to in paragraph 2.1.
- 10.3 The *Subcontractor* should note that the *Contractor* will ordinarily require a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Contractor* may exclude from the Area Network any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.
- 10.4 BPSS Verification Records with a sealed Criminal Record Declaration will be assessed separately on a case by case basis by the *Contractor*. The *Contractor* advises the *Subcontractor* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 2.1.

11. Incomplete or unsatisfactory BPSS Verification Records

- 11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Contractor* advises the *Subcontractor* of the deficiencies and the actions needed to correct them.

12. Renewal of the BPSS

- 12.1 Under most circumstances, renewal of the BPSS is not required.
- 12.2 The *Subcontractor* rechecks the immigration status of migrant Staff before their current right to remain expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee is able to demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
- 12.3 The *Contractor* instructs the *Subcontractor* to carry out additional security checks on any Staff required to operate in or on a *site*. An instruction to carry out additional security checks is a change to the Service Information.
- 12.4 If an employee, who has previously been subject of a BPSS security check, leaves the employment of the *Subcontractor* and is subsequently re-employed by the *Subcontractor* within twelve months, the original security check authorisation may be reinstated. The *Contractor* may require additional evidence before reinstating the original security check .authorisation. In all other cases of re-employment, the full BPSS security check must be carried out.

13. Ongoing personnel security management (“aftercare”)

- 13.1 The *Subcontractor* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract and reports to the *Contractor* immediately if the continuing suitability of an employee is in doubt.

13.2 Where the *Subcontractor* reports a case of doubt or the *Contractor* considers that the actions of any of the Staff do not conform to the required behaviours, the *Contractor* may instruct the *Subcontractor* to review the performance of the individual concerned. The *Subcontractor* takes appropriate action in consequence of the review, which may include performance improvement, temporary suspension of permits and passes or removal of the individual in accordance with core clause 21.3.

14. Retention of documentation

14.1 The documentation associated with a BPSS security check is retained by the *Subcontractor* until the expiry of the *defects date* and for a period of twelve months after the individual has ceased to be employed on this contract.

14.2 The *Subcontractor* destroys, in an appropriate secure manner, all electronic and paper copies of documentation which he is no longer required to retain.

PART TWO – National security Vetting (NSV)

15. Procedures

15.1 In all cases, verification of identity and the individual's entitlement to undertake the work in question must be carried out before embarking on NSV.

15.2 Other than in exceptional circumstances, NSV must not be undertaken before the BPSS's full controls have been applied. The *Subcontractor* agrees with the *Contractor*, on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.

15.3 The *Contractor* determines if any Staff need to undertake NSV in addition to the BPSS security check.

15.4 If the *Contractor* considers that NSV is required, the *Contractor* identifies, manages and undertakes the necessary vetting at the *Contractor's* expense.

15.5 Where the *Contractor* determines that NSV is required, the approvals process set out in paragraph 4.10 does not apply, unless the *Contractor* instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.

PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS

16. Site Admittance

16.1 The *Subcontractor* submits to the *Contractor* details of people who are to be employed by him and his subsubcontractors with the *works*. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Contractor*.

- 16.2 The *Contractor* may instruct the *Subcontractor* to take measures to prevent unauthorised persons being admitted on to the *site*. The instruction is a compensation event if the measures are additional to those required by the Works Information.
- 16.3 Passes [*Note to compiler: optional requirements to be used when access is to be controlled by the issue of passes*]
- 16.4 Employees of the *Subcontractor* and his subsubcontractors are to carry an *Contractor's* pass whilst they are on the parts of the *site* stated in the Contract Data.
- 16.5 The *Subcontractor* submits to the *Contractor* for acceptance a list of the names of the people for whom passes are required. The *Contractor* issues the passes to the *Subcontractor*. Each pass is returned to the *Contractor* when the employee no longer requires access to that part of the *site* or after the *Contractor* has given notice that the employee is not to be admitted to the *site*.
- 16.6 Photographs [*Note to compiler: optional requirements to be used if the Subcontractor is to be restricted in taking photographs of the site*]
- 16.7 The *Subcontractor* does not take photographs of the *site* or the *works* or any part of them unless he has obtained the acceptance of the *Contractor*.
- 16.8 The *Subcontractor* takes the measures needed to prevent his and his subsubcontractors' people taking, publishing or otherwise circulating such photographs.

Site Information

[Give information about the site such as the ground conditions and any other information which is likely to affect the Subcontractor's work such as limitations on access and the position of adjacent structures]