National Highways Limited

Pavement Delivery Framework

Lot 4 – North East Region

Form of Agreement

THIS AGREEMENT BY DEED is made the 12 **day of** DECEMBER **2022**

PARTIES:

1. **NATIONAL HIGHWAYS LIMITED** (company number 09346363) whos registered address is Bridge House, 1 Walnut Close, Guildford, Surrey GU1 4LZ ("the *Client)*; and

2. **DSD CONSTRUCTION LTD** (company number 02818677) whose registered office is DSD House, Kingmoor Park North, Carlisle, Cumbria, CA6 4SH ("the *Contractor*").

RECITALS

(A) In response to the *Client's* invitation to tender, the *Contractor* has submitted a tender to Provide the Works under the *Client's* 'Pavement Delivery Framework – Lot 4 – North East Region' in conformity with the Conditions of Contract, the Contract Data, the Framework Information and the Scope.

(B) The *Client* has accepted the *Contractor's* tender by letter dated 4 November 2022 and now wishes to appoint the *Contractor* on the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

1.2. The Conditions of Contract are

- the clauses of the NEC4 Framework Contract (June 2017 with amendments January 2019 and October 2020) (including the Z clauses detailed in the Framework Contract Data),
- the core clauses and the clauses for main Option C or E, dispute resolution Option W2 and secondary Options X2, X10, X11, X18 (and, where stated in the Work Order, Options X5, X8 and X22), Y(UK)1, Y(UK)2, Joining Deed, Trust Deed, Y(UK)3 and Z clauses detailed in the Work Order Contract Data of the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019 and October 2020).
- the core clauses, main Options, secondary clauses and Z clauses detailed in the Subcontract Data of the NEC4 Engineering and Construction Subcontract (June 2017 with amendments January 2019 and October 2020).

2. Agreement by Deed

2.1. In consideration of the *Client* making payment in accordance with the Conditions, the *Contractor* hereby agrees to Provide the Works in accordance with this Agreement by Deed.

3. Documents

3.1 The documents forming part of this Agreement are:

1. the *conditions of contract*
2. Framework Contract Data
3. Framework Information (including Appendices)
4. the *quotation information*
5. the Method of Measurement
6. ECC Contract Data
7. ECC Scope (including Annexes)
8. The documents listed in Annex A.
9. the Quality Submission including the Tender Commitments listed in Annex B.
10. the Social Value Submission including associated Tender Commitments
11. the Tender Amendments
12. your Tender Clarifications
13. other documents referred to in the documents listed above.

3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

4. Publication of Information

5.1. The *Supplier* acknowledges that the *Client* is obliged to publish the provisions of this framework contract in accordance with the Crown Commercial Service note entitled "*Publication of Central Government Tenders and Contracts*" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* shall consult with the *Supplier* before deciding whether information is exempt, but the *Supplier* shall acknowledge that the *Client* has the final decision. The *Supplier* shall co-operate with and shall assist the *Client* to publish this Agreement in accordance with the *Client*'s obligation.

Delivered as a deed on the date of this document.

Executed as a deed by the *Contractor*

[redacted]

(print name of Director)

signature of Director

(print name of Director/Company Secretary)

signature of Director/Company Secretary

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

[redacted]

2022 NO: 1781