

**Highways England Company Limited**

**NEC4 Professional Service Short Contract**

**(June 2017 with amendments January 2019)**

**SCOPE**

in relation to *services* for

**Archaeology Framework**

July 2020

CONTENTS AMENDMENT SHEET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Issue No.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
|  |  |  |  |  |
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|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |

**Contents**

[Table of Annexes 4](#_Toc44419979)

[S 100 Purpose of the service 5](#_Toc44419980)

[S 101 Identified and Defined Terms 6](#_Toc44419981)

[S 105 Client’s objectives 6](#_Toc44419982)

[S 106 Reference documents 8](#_Toc44419983)

[S 110 Background 8](#_Toc44419984)

[S 200 Description of the service 8](#_Toc44419985)

[S 205 Description of the service 8](#_Toc44419986)

[S 300 Existing information 10](#_Toc44419987)

[S 305 Existing information 10](#_Toc44419988)

[S 400 Specifications and standards 10](#_Toc44419989)

[S 405 Specifications and standards 10](#_Toc44419990)

[S 500 Constraints on how the Consultant Provides the Service 10](#_Toc44419991)

[S 501 Risk Management 10](#_Toc44419992)

[S 502 Business Continuity 10](#_Toc44419993)

[S 503 Insurance 11](#_Toc44419994)

[S 504 Security & identification of people 11](#_Toc44419995)

[S 511 Communication 11](#_Toc44419996)

[S 512 Data Protection 11](#_Toc44419997)

[S 513 Offshoring of data 12](#_Toc44419998)

[S 514 Information Security and Security Systems 12](#_Toc44419999)

[S 516 Energy Efficiency Directive 12](#_Toc44420000)

[S 516A Air Quality Strategy 13](#_Toc44420001)

[S 517 Environmental and sustainability requirements 14](#_Toc44420002)

[S 526 Consideration of others 14](#_Toc44420003)

[S 536 Quality Plan 15](#_Toc44420004)

[S 541 Audit, nonconformities (including “defects”) and quality management points 15](#_Toc44420005)

[S 542 Quality Management Points & Table 18](#_Toc44420006)

[S 545 Health and safety requirements 19](#_Toc44420007)

[S 561 Novation 19](#_Toc44420008)

[S 562 Subcontracting 19](#_Toc44420009)

[S 563 Contracts Finder 20](#_Toc44420010)

[S 564 Fair payment 21](#_Toc44420011)

[S 565 Records and reporting for SMEs 23](#_Toc44420012)

[S 566 Transfer of rights 24](#_Toc44420013)

[S 567 Project Bank Account (Option Y(UK)1) 24](#_Toc44420014)

[S 568 Cost verification 25](#_Toc44420015)

[S 600 Requirements for the programme 26](#_Toc44420016)

[S 700 Information and other things provided by the Client 26](#_Toc44420017)

[Note to compiler – for Table of Annex review and amend as needed, where an annex is not used under the project add “Not Used” under name of annex.]

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| Table of Annexes | |
| **Annex Number** | **Name of Annex** |
| 1 | Schedule of Definitions |
| 2 | Reference Documents |
| 3 | Insurance |
| 4 | Security & Identification of People |
| 8 | Data Protection |
| 9 | Information Systems |
| 10 | Quality Management |
| 14 | Form of Novation (Consultant to new Consultant) |
| 15 | Health and Safety |

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| CLIENT’S SCOPE | |
| [The Scope is to be prepared in accordance with the structure set out in the NEC4 “Preparing a Professional Service Short Contract – Volume 2”. Include the following provisions as applicable. If a section or subsection is not required, then insert the statement ‘Not used’.  The following structure can be changed, but entries contained should be included unless they do not apply. If a section is not required, please remove text & mark as ‘Not Used’.  This contract is provided for the appointment of a *Contractor* for a specific project, or activity.  **Note to compiler**  Transparency of standards requirements  Note following the recent Court Judgment in C386/10 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 too.  Entries contained within red brackets **[ ]** 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 and notes to document compilers are also given in **red** and must be removed when compiling a tender document.  Text in **black** is mandatory text and must not be changed.  Any proposed departures from the approach set out in this model document are to be discussed and agreed between the Procurement Officer and the contract policy owner/ Contract Development and Assurance (CDA) team.  Under NEC, any term that is identified in the Contract Data, is written in italics (and does not therefore need re formatting) e.g. Client is an identified term.  Under NEC, capital initial letters are used for a word or phrase that is a defined term, (and therefore do not need grammatically correcting). e.g. “Provide the Service” is a defined term.  Terms used in the Scope should match with both parts of the Contract Data and with the Conditions of Contract and Z clauses. Use cross references where appropriate.  **IMPORTANT: Any documents referenced within this document (e.g. specification) should be available to the *Contractor* (or the Tenderer at tender stage). This availability may be electronic (e.g. web site), public domain (e.g. published book) or by providing a contact from where the documents may be obtained.** | |
| S 100 Purpose of the *service* | |
|  | [Provide a summary of why the service is being commissioned and what it will be used for.]  The services are for archaeological stages 1 and 2 consisting of desk-based work and archaeological investigations respectively, but not the archaeological mitigation of stages 3 and 4. |
| S 101 Identified and Defined Terms | |
| S 101.1 | Defined terms not defined in the *conditions of contract* have the meaning given to them in **Annex 01** of the Scope. |
| S 105 *Client’s* objectives | |
| S 105.1 | The purpose of this section is to communicate the *Client’*s vision, values, outcomes and the key objectives of this contract. Outlining the *Client*’s expectations regarding how the *Consultant* must support the delivery of these. |
| About the *Client* | |
| S 105.2 | The *Client* is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two thirds of Freight traffic in England |
| S 105.3 | The roads that make up the *Client’s* Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation. |
| S 105.4 | The *Client’*srole is to deliver a better service for road users and to support a growing economy. It mustoperate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network’s long-term operation and integrity. |
| The *Client*’s Vision | |
| S 105.5 | The *Client*’s vision, as set out in the Road Investment Strategy (RIS), (see link in **Annex 02**) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. The *Client* plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people’s lives and businesses’ prospects. |
| The *Client*’s Imperatives | |
| S 105.6 | The *Client*’s vision comprises of the three imperatives which are   * **safety** – the safety of its employees, our service partners and our road users. * **customer Service** – the customer service and experience that road users have and * **delivery** – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers. |
| S 105.7 | The *Client’*s imperatives set out what it does, and the *Consultant* aligns with these imperatives and supports the *Clien*t in achieving the *Client*’s outcomes. |
| The *Client*’s Values and Expectations | |
| S 105.8 | The *Client*’s values are   * **Safety** – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network, * **Integrity** – we are custodians of the network, acting with integrity and pride in the long-term national interest, * **Ownership** – we have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions, * **Teamwork** – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and * **Passion** – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers. |
| S 105.9 | The *Client*’s values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business. |
| S 105.10 | [*Consultant* to insert any additional aspects] |
| S 105.11 | The *Consultant* ensures it has values that support those of the *Client* and the *Consultant* that engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client’*s outcomes. |
| The *Client*’s Outcomes | |
| S 105.12 | The Strategic Business Plan 2020 - 2025 (see link in **Annex 02**) sets out the *Client’*s main activities to improve the capacity and performance of the network and how the *Client* will do it. |
| S 105.13 | The contract plays a key role in assisting and enabling the *Client* to achieve its outcomes of   * supporting economic growth, * a safe and serviceable network, * a more free flowing network, * an improved environment, * a more accessible and integrated network and * balancing the need for development with conserving and enhancing the historic environment. |
| S 105.14 | This is achieved through   * planning for the future, * growing capability, * building Relationships, * efficient and effective delivery, * improving customer interface and * avoiding or reducing negative impacts to the historic environment through sensitive design or appropriate mitigation measures. |
| S 106 Reference documents | |
| S 106.1 | References to documents within this Scope can be found in **Annex FI 1** or **Annex 02**. |
| S 110 Background | |
| S 110.1 | The *Client’s* obligations to historic environment  The *Client*has developed its responsibilities to cultural heritage as part of its trunk-road network management. This is reflected in major revisions to its guidance and advice in both the Design Manual for Roads and Bridges (DMRB) and the National Policy Statement for National Networks (NPS NN) (see links in **Annex 02**). |
| S 110.2 | [Provide a summary of why the *service* is being commissioned. Set out the background to and the context in which the *service* will be carried out. Include relevant information which helps the *Consultant* plan the delivery of the *service*. This should be as concise as possible may answer questions such as   * what is the objective of the *Client*’s overall project of which *service* is a part? * why is the *service* being carried out? * how does the *service* fit into a project or programme? * where is project located? * what are the types of activities required to be carried out?   A detailed description of the *service* is contained within Section S 200] |
| S 200 Description of the *service* | |
| S 205 Description of the *service* | |
| S 205.1 | [Give a complete and precise description of what the *Consultant* is required to do including project specific objectives.]  The two stages of work required by the *Consultant* are covered under the sub-headings below, which cover the desk-study (stage 1) and investigation (stage 2) archaeological phases of the project.  Specialist services – Stage 1  The provision of general early-stage advice on the production and costing of deliverables and interventions to inform a submission  • specialist desk studies,  • design of investigations,  • Implementation of non-intrusive and intrusive investigation,  • mitigation strategies,  • mitigation implementation,  • reporting / publication and  • long-term archiving.  Specialist services – Stage 2  This includes the provision of detailed assessment from highly specialised archaeological supplier SMEs. These cover the range of skill sets not normally found ‘in-house’ within the *Client’s* design-consultancy providers. All assessment is agreed with, checked and supervised by the *Client*. Where appropriate, these include highly specialised sub-disciplines of archaeology such as  • marine archaeology,  • geo/ palaeo-environmental archaeology,  • palaeolithic/ pleistocene archaeology,  • mesolithic archaeology,  • neolithic archaeology,  • bronze age archaeology,  • iron age archaeology,  • Romano-British archaeology,  • early medieval/ Anglo-Saxon archaeology,  • medieval archaeology,  • post-medieval archaeology,  • military archaeology, covering Romano-British to cold war,  • industrial archaeology,  • historic buildings,  • aerial mapping or  • historic landscapes. |
| S 300 Existing information | |
| S 305 Existing information | |
| S 305.1 | [List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.]  [to be filled out with project-specific information] |
| S 400 Specifications and standards | |
| S 405 Specifications and standards | |
| S 405.1 | The *Consultant* adheres to the applicable specifications and standards for work in the historic environment, including but not exclusive to the following   * the historic environment section of the National Policy Statement for National Networks (NPS NN) (see link in **Annex 02**), * the Chartered Institute for Archaeologists (CIfA) (see link in **Annex FI 1**) standard and guidance documents for assessment and investigation, * the Design Manual for Roads and Bridges (DMRB) (see link in **Annex FI 1**) LA104 and LA106 and * the Historic England guidance and good practice advice (GPA) notes (see link in **Annex 02**). |
|  | [List the specifications and standards that apply to the contract.] |
| S 500 Constraints on how the *Consultant* Provides the Service | |
| S 500.1 | [State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.]  [project-specific information] |
| S 501 Risk Management | |
| S 501.1 | The *Consultant* advises the *Client* of any risks associated with Providing the Service and suggests any recommendations to mitigate the identified risks. |

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| S 502 Business Continuity | |
| S 502.1 | The *Consultant* reviews the business continuity plan within 14 days of the starting date and provides any additional material to supplement the business continuity plan for the details of the contract for acceptance. A reason for not accepting the additional material is   * it does not comply with the Scope * it does not comply with ISO22301 or * best industry practice.   The *Consultant* amends the plan to address the *Client’s* comments and resubmits for acceptance within one week. A template is provided (see link at **Annex 02).** |
| S 502.2 | If the *Consultant* and the *Client* (or Others where relevant) do not reach an agreement within the *period for reply*, the *Consultant* complies with any direction of the *Client*. |
| S 503 Insurance | |
| S 503.1 | The *Consultant* ensures it has in place the required insurances described in the Insurance Table and as shown in **Annex 03**. |
| S 503.2 | The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract. |

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| S 504 Security & identification of people | |
| S 504.1 | The *Consultant* carries out a security check on its Staff before they Provide the Service. The checks are carried out in accordance with the *Client’s* procedures in **Annex 04** of the Scope. |
| S 511 Communication | |
| S 511.1 | The *Consultant* is to liaise with the *Client*, in the first instance, in relation to all communications activities, opportunities and issues, unless otherwise agreed by the *Client*. |
| S 511.2 | The *Consultant* seeks prior approval from the *Client* before any contact is made with the media in relation to this contract. The *Consultant* retains regular contact with the *Client*, as required by the *Client*. |
| S 511.3 | The *Consultant* accepts that the *Client* can issue press notices and generate other publicity in relation to the contract (e.g. offering media interviews or placing articles in the press). |
| S 511.4 | The *Consultant* immediately notifies the *Client* of any media enquiries received by the *Consultant* in relation to the contract. The *Consultant* does not make any comments or attend any interviews to the media without seeking prior written consent from *Client.* |
| S 511.5 | The *Client’s* communications strategy places a clear, consistent visual identity, “brand” and company narrative as central to all publicity. This means that while the *Consultant* delivers the *service*, the *Client* remains as the public face and has control over the wording and design of all publicity material. |
| S 512 Data Protection | |
| S 512.1 | The *Consultant c*ompiles with the requirements in **Annex 08**. |
| S 513 Offshoring of data | |
| S 513.1 | In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) (see link in **Annex 02**) and the *Client’s* Information Security Data Security Standard (see link in **Annex 02**). |
| S 513.2 | The *Consultant* does not store any of the *Client’s* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see **Annex 02**)   * offshore or * in any way that it could be accessed from an offshore location   until the *Client* has confirmed to the *Consultant* that either   * the *Client* has gained approval for such storage in accordance with the Information Security Data Security Standard or * such approval is not required. |
| S 513.3 | The *Consultant* ensures that no offshore premises are used in Providing the Service until   * such premises have passed a Risk Assessment or * the *Client* confirms to the *Consultant* that no Risk Assessment is required. |
| S 513.4 | The *Consultant* complies with a request from the *Client* to provide any information required to allow the *Client* to   * gain approval for storing data or allowing access to data from an offshore location in accordance with S 513.2 or * conduct a Risk Assessment for any premises in accordance with S 513.3. |
| S 513.5 | The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause. |
| S 513.6 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 514 Information Security and Security Systems | |
| S 514.1 | The *Consultant* meets the requirements of **Annex 09** in relation to Information Systems and Security duties. |
| S 516 Energy Efficiency Directive | |
| S 516.1 | The *Consultant* supports the achievement of the   * *Client’s* sustainable development strategy’s carbon management ambition and * where relevant, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Note   when Providing the Service. (See links in **Annex 02**). |
| S 516.2 | In complying with the requirements of Procurement Policy Note 7/14, the *Consultant*   * ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the standard for products in the directive “2012/27/EU” (see link in **Annex 02**), * provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the requirements of PPN 7/14 and * demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client*’s circular economy ambition as stated in the *Client*’s sustainable development strategy (see link in **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Client*) demonstrates efficiency to the same effect. |
| S 516A Air Quality Strategy | |
| S 516A.1 | The *Client*’s air quality strategy (see link in **Annex 02**) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the United Kingdom and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The *Client* explores ‘opportunities to promote the use of low emission vehicles by *supplier*s to reduce harmful pollutants’. |
| S 516A.2 | The *Consultant*   * ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in “Government Buying Standards Transport 2017” (see link in **Annex 02**) and * when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Consultant* helps reduce emissions of harmful pollutants when Providing the Service. |
| S 517 Environmental and sustainability requirements | |
| S 517.1 | The *Consultant* ensures it complies with   * the *Client’s* environmental strategy, * the *Client’s* sustainable development strategy, * GG 103 “Introduction and general requirements for sustainable development and design” [and * LA 117 “Landscape design”]   when Providing the Service (see links in **Annex 02**). |
| S 517.2 | The *Consultant* complies with “The road to good design” incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link in **Annex 02**). |
| S 517.3 | In Providing the Service, the *Consultant* recognises the importance and value of biodiversity and mitigates the impact on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements. |
| S 517.4 | The *Consultant* ensures in Providing the Serviceitcomplies with the biodiversity requirements within   * LA 118 “Biodiversity design” for the design and delivery of the servicesand * the *Client’s* biodiversity plan.   See links in **Annex 02**. |
| S 517.5 | The *Consultant* ensures that the *Client’s* responsibilities and opportunities within the “Government Buying Standards” are delivered when Providing the Service. See link in **Annex 02**. |
| S 517.6 | The C*ontractor* adheres to the CIfA Code of Conduct principle 2 (see link in **Annex FI 1**), which although directly concerned with the historic environment, extends responsibility to the wider environment more generally (CIfA 2018). |
| S 517.7 | Insert any additional project specific environmental and sustainability requirements, if there are none delete row]. |
| S 526 Consideration of others | |
| S 526.1 | The *Client* has published an overarching Customer Service Strategy (see link in **Annex 02**), which sets out the approach to improving works and services provided to its customers. The *Consultant* collaborates with the *Client* to support the successful delivery of this strategy. |
| S 526.2 | The *Consultant* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the works or services or achievement of the aims and objectives in the Customer Service Strategy. |
| S 526.3 | At all times, the *Consultant* adheres to the behavioural principles set out in the Chartered Institute for Archaeologists (CIfA) Code of Conduct (CIfA 2014) (see link in **Annex 02**). |
| S 536 Quality Plan | |
| S 536.1 | The *Consultant* prepares the Quality Plan within 8 weeks of the Framework Contract being executed. |
| S 536.2 | The Quality Plan incorporates the Commitments register and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the Commitments in the Commitments register and meets the *Client’s* objectives for the contract. |
| S 536.3 | The *Client* notifies the *Consultant* if the Quality Plan does not comply with the requirements of the contract. Following such notification, the *Consultant* reviews the Quality Plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Client* informs the *Consultant* of the aspects of the Quality Plan that are not acceptable, and the *Consultant* updates the Quality Plan for acceptance within one week. |
| S 536.4 | The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Client*, and their representatives. |
| S 536.5 | [Additional Quality Plan requirements.] |
| S 541 Audit, nonconformities (including “defects”) and quality management points | |
| S 541.1 | The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex FI 1**). |
| S 541.2 | The *Client* may carry out audits of the *Consultant’s* quality management system from time to time. |
| S 541.3 | The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant)*, carries out any work that relates to the contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract. |
| S 541.4 | The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out. |
| S 541.5 | Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25. |
| S 541.6 | The *Client* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect. |
| S 541.7 | Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within three working days, a brief report covering as a minimum   * the unique reference for the Nonconformity, * a brief description stating which requirement is not being fulfilled and in what way, * the effect both current and potential and * the likely cause i.e. what aspect of the Quality Plan or service delivery is not functioning properly. |
| S 541.8 | Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 2 weeks to the *Client* for acceptance, a corrective action plan covering as a minimum   * the unique reference of the Nonconformity, * description – this could be as per the Nonconformity report or expanded, * details of the corrective action proposed, * categorisation of the Nonconformity into high, medium or low risk, * for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur, * what aspect of the Quality Plan needs to be addressed i.e. which of the *Consultant’s* processes is not performing as required, * what the corrective action will address, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.), * for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk, * method of reporting progress to the *Client,* * the method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that will allow the *Client* to confirm the correction and * adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity. |
| S 541.9 | The *Consultant* keeps an up to date register of Nonconformities covering as a minimum   * the unique reference, * date of identification, * identification method for example through performance management, by testing or by audit etc., * date of corrective action report, * date Nonconformity corrected (i.e. confirmed as such by the *Client*) and * traffic light type notation   + red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,   + amber – correction action report prepared and action in progress and within planned parameters and   + green – corrective action complete and accepted by the *Client*.   The *Consultant* enters the Nonconformity on to the register within three working days from its identification. |
| S 541.10 | The *Consultant* does not begin any corrective or preventative action(s) to address the Nonconformity until the *Client* has accepted its proposals. |
| S 541.11 | Within one week of the *Consultant* submitting the proposed corrective and preventative action plan for acceptance, the *Client* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.  A reason for not accepting the proposed action plan is that   * it does not adequately specify actions required to ensure that Nonconformities do not recur, * it does not comply with the contract, * the time for completing the corrective and preventative action is unreasonable or * it hinders the *Client* or Others. |
| S 541.12 | If the *Client* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Client* for acceptance within one week. The *Client* responds to the revised proposal as stated in S 541.11. |
| S 541.13 | The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential Nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred. |
| S 541.14 | The *Consultant* notifies the *Client* when the proposed actions have been taken and provides with its notification verification that the defective part of the *service* has been corrected. |
| S 541.15 | If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in **Annex 10.** The number of Quality Management Points is reduced in accordance with the quality table. |
| S 541.16 | If the *Consultant* fails properly to accrue Quality Management Points, the *Client* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Client*’s instruction. |
| S 541.17 | The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. |
| S 541.18 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 541.19 | [Additional project specific requirements and constraints for audit, nonconformities and Quality Management Points.] |
| S 542 Quality Management Points & Table | |
| S 542.1 | Quality Management Points accrue from the   * date of identification or * date of the audit if raised in an audit or * *Client’s* instruction. |
| S 542.2 | If the number of Quality Management Points in effect under the contract is more than 25, the *Consultant* and the *Client* 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. |
| S 542.3 | The *Consultant* submits a report to the *Client* within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* 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. |
| S 542.4 | If the *Client* does not accept the *Consultant*’s proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Client* setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to 25 or less. |
| S 542.5 | Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Client* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*. |
| S 542.6 | A failure to   * take actions to reduce the number of Quality Management Points in effect to 25 or less or * comply with a corrective action plan that has been accepted by the *Client,*   is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 542.7 | [Project specific requirements and constraints for Quality Management Points] |
| S 545 **Health and safety requirements** | |
| S 545.1 | The *Consultant* complies with the *Client*’s Health and Safety Requirements outlined in **Annex 15**. |
| S 561 Novation | |
| S 561.1 | Should novation be required, pursuant to Z5 in the *conditions of contract*, the form of novation agreement is issued by the *Client* for agreement as set out in **Annex 14.** |
| S 562 Subcontracting | |
| **Restrictions of requirements for subcontracting** | |
| S 562.1 | Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of 3 competitive written quotations for the appointment of any subcontractor or supplier forworks/serviceswith a subcontract value in excess of £10,000. |
| S 562.2 | The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subconsultant and procures that its subconsultants and subsubconsultants (at any stage of remoteness from the *Client*) do the same. |
| S 562.3 | The *Consultant* ensures that all subconsultants (at any stage of remoteness from the *Client*) are named suppliers as defined in the *Client* contract. |
| S 562.4 | The *Consultant* may propose to the *Client* that a subconsultant (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant’s* proposal is that it is practicable for the subconsultant (at any stage of remoteness from the *Client*) to be a Named Supplier. |
| S 562.5 | The *Consultant* ensures that all subcontracts with subconsultants (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subconsultants (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract. |
| S 562.6 | The *Consultant* may propose to the *Client* that a subcontract used to appoint a subconsultant (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subconsultant (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Client* has accepted the *Consultant’s* proposal. A reason for not accepting the *Consultant’s* proposal is that it is practicable for the subcontract to be an NEC form. |
| S 562.7 | The *Consultant* submits the proposed Contract Data for each subcontract of a subconsultant (at any stage of remoteness from the *Client*) to the *Client* for acceptance. A reason for not accepting the Contract Data is   * it does not comply with the obligations of the contract, * it does not align with the risk transfer of the contract or * in the opinion of the *Client* it has too high a risk transfer to the proposed subconsultant. |
| S 562.8 | The *Consultant* ensures that any subcontract of a subconsultant (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor. |
| S 562.9 | The *Consultant* may propose to the *Client* that a subcontract of a subconsultant (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement consultant. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement consultant unless the *Client* has accepted the *Consultant’s* proposal. A reason for not accepting the *Consultant’s* proposal is that it is practicable for the subcontract to be novated to a replacement consultant. |
| S 562.10 | When requested by the *Client*, the *Consultant* executes or procures the relevant subconsultants (at any stage of remoteness from the *Client*) executes, an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement consultant. |
| Structural Steelwork | |
| S 562.11 | Not Used. |
| S 563 Contracts Finder | |
|  | [Note to compiler- This section reflects Procurement Policy Note (PPN) 01/18 “Supply Chain Visibility” published on the 10th April 2018 about advertising subcontracting opportunities.] |
| S 563.1 | The requirements of this section S 563 do not apply to subcontracts placed under a Category Purchase Agreement. |
| S 563.2 | Where the forecast amount due to be paid to the *Consultant* is £5,000,000 or more per annum at the t date the contract came into existence is used, the *Consultant*   * subject to paragraphs S 563.4, S 563.5 and S 563.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the contract, * within 30 days of awarding a subcontract (at any stage of remoteness from the *Client*), updates the notice on contracts finder with details of the successful subcontractor, * monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the *service period* and provides reports on this information to the *Client* in the format and frequency as reasonably specified by the *Client* and * promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.   The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract. |
| S 563.3 | Each advert referred to in paragraph S 563.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*. |
| S 563.4 | The obligation at paragraph S 563.2 only applies in respect of subcontract opportunities arising after the Contract Date. |
| S 563.5 | The *Consultant*, may propose to the *Client* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Client*. If accepted by the *Client*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder. |
| S 564 Fair payment | |
| S 564.1 | The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)   * a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Client*) has completed from the previous assessment date up to the current assessment date in the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant* and * a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract. |
| S 564.2 | Where a Project Bank Account is used the period for payment is in accordance with the requirements of the Project Bank Account provisions. Where a Project Bank Account is not used the periods for payment in this section apply. |
| S 564.3 | The *Consultant* notifies non‐compliance with the timescales for payment through the Cabinet Office Supplier Feedback Service. The *Consultant* includes this provision in each subcontract and requires subcontractors to include the same provision in each subsubcontract. |
| **S 564A Advertising Subcontracts in accordance with the Public Contracts Regulations 2015** | |
| S 564A.1 | The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Client* in accordance with paragraph S 562.2 are   * procured in full compliance with the Public Contracts Regulations 2015, or its replacement, (the “Public Contract Regulations”) and * are capable of being novated to the *Client* or an Other. |
| S 564A.2 | When requested by the *Client*, the *Consultant* procures the relevant subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement contractor. |
| S 564A.3 | The *Consultant* may use the *Client*’s e-tendering system to procure any subcontract required by this section. The *Client* arranges for advice and support on the use of the *Client*’s e-tendering system. |
| S 564A.4 | The *Consultant* provides to the *Client* draft procurement documents (as defined in the Public Contracts Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents   * do not comply with the Public Contracts Regulations, any case law or any EU Regulations, * do not comply with or meet the requirements of the contract, * in the opinion of the *Client*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or * do not enable the *Consultant* to Provide the Service. |
| S 564A.5 | The *Consultant* does not publish any procurement documents until the *Client* has accepted them. |
| S 565 Records and reporting for SMEs | |
| S 565.1 | For Small, Medium or Micro Enterprises (SME) employed on the contract, as defined in table below:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Company category | Staff headcount | Turnover | or | Balance sheet total | | Medium size | <250 | < £50 m |  | < £43 m | | Small | <50 | < £10 m |  | < £ 10 m | | Micro | <10 | < £2 m |  | < £ 2m |   the *Consultant* reports to the *Client* each quarter from the *starting date* until Completion Date   * the name of the SME, * the class of SME (Small, Medium or Micro), * the value of the contract undertaken by the SME, * the monthly amounts paid to the SME in the quarter and * the aggregated value paid to the SME since the *starting date*. |
| S 565.2 | The *Consultant* acknowledges that the *Client* may   * publish the information supplied under the section, along with the *Consultant*’s name and the name of the contract and * pass the information supplied under this section to any Government Department who may then publish it along with the names of the SMEs, the *Consultant’*s name or the contract. |
| S 565.3 | The *Consultant* ensures that the *conditions of contract* for each subconsultant who is an SME include   * a term allowing the *Client* to publish the information supplied under this section and * obligations similar to those set out in this section. |
| S 565.4 | The *Consultant* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section. |
| S 566 Transfer of rights | |
| *Consultant’s* rights over material prepared for the design of the *service* | |
| S 566.1 | The *Consultant* acquires no rights over material prepared for the design of the *service.* |
| Other rights to be obtained by the *Consultant* | |
| S 566.2 | The *Consultant* grants to the *Client* licences to use, modify and develop the *Consultant*’s Contractor Background IPR for any purpose relating to the *service* (or substantially equivalent services its maintenance, operation, modification and for any purpose relating to the exercise of the *Client*’s business or function). |
| S 566.3 | The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party’s Contractor Background IPR for any purpose relating to the *service,* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client*’s business or function. |
| S 566.4 | The *Client* does not acquire any ownership right, title or interest in or to the Contractor Background IPR. |
| S 566.5 | The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains a right for the *Client* (enforceable with accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this section 566. |
| S 567 Project Bank Account (Option Y(UK)1) | |
| S 567.1 | NEC Option Y(UK) 1 is mandated for all contracts. The *Consultant* complies with paragraph S 563.4. |
| S 567.2 | The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued with sufficient time to allow the *Client* to apply original signatures to prevent any payment issues. |
| S 567.3 | The *Consultant* ensures that   * there is one original copy of deed for each party to the deed issued to the *Client* for the attachment of the *Client*’s original signatures and * each original copy of the deed has original signatures from the authorised signatories. |
| Adding a *Supplier* | |
| S 567.4 | The *Consultant* ensures that all its supply chain sign a Joining Deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the *Client* detailing the reasons why it does not want to sign up. The *Client* may at any time, contact that subcontractor or supplier directly to improve their knowledge and understanding of the benefits of PBAs. |
| Project Bank Account (PBA) Tracker | |
| S 567.5 | The Tracker is the tracker used for measuring and monitoring performance of the PBA. The *Consultant* completes and submits to the *Client* on a monthly basis   * a fully populated PBA Tracker (with the ‘Supplier Cumulative Totals’ tab up to date - including the assignment of Small Medium Enterprises(SME) categories against each subcontractor and each subsubcontractor) and * detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA Tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients should be redacted from your main account statement before submission) in .pdf format. |
| S 567.6 | All variances from the previous month are explained and further information is submitted in response to any queries raised.  The SME percentage is calculated from the full application value.  Time in the PBA Tracker (and any associated performance indicator) is measured in calendar days. |
| S 567.7 | The *Client* monitors the time it takes the *Consultant* to pay its supply chain (including subcontractors and subsubcontractors) through the PBA, following deposit of funds into the PBA.  The related performance score is calculated when the majority of the funds have been deposited into the PBA by the *Client* that covers amount due to supply chain joined to the PBA. |
| S 567.8 | If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Client* with the supply chain (at various intervals) to verify that they are paid in a timely manner.  The *Client* may carry out audits to assess the full extent of how supply chain payments are made. |
| S 567.9 | Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement. |
| S 568 Cost verification | |
| S 568.1 | The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost incurred. |
| S 568.2 | The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure. |
| S 568.3 | The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification. |
| S 600 Requirements for the programme | |
|  | [State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.]  [project-specific information] |
| S 700 Information and other things provided by the *Client* | |
|  | Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client’s* information technology systems.  [project-specific information] |