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 contract value, averaged over the life of the contract.

S 345.2 Each advert referred to in paragraph S345.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor.*

S 345.3 The obligation at paragraph S345.2 only applies in respect of subcontract opportunities arising after the Contract Date.

S 345.4 The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist his consideration. If accepted by the *Client*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.

S 346 Fair Payment

S 346.1 The *Contractor* includes in the contract 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 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 and
- 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 *Contractor* 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 346.2

The *Contractor* notifies non-compliance with the timescales for payment

- to the *Client* and
- through the Cabinet Office Supplier Feedback Service.

The *Contractor* includes this provision in each subcontract and requires its subcontractors (at any stage of remoteness from the *Client*) to cascade the

provision into subcontracts for subcontractors (at any stage of remoteness from the *Client*) in such a way that all subcontracts include the same provision.

S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015

S 347.1 The *Contractor* ensures that any subcontracts for the elements of the *service* advised by the *Client* in accordance with paragraph S344.2 are

- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the "Public Contract Regulations"), and
- are capable of being novated to the *Client* or an Other.

S 347.2 When requested by the *Client*, the *Contractor* procures that 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 an replacement contractor.

S 347.3 The *Contractor* 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 347.4 The *Contractor* provides to the *Client* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents is that they

- do not comply with the Public Contract 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 *Contractor* to Provide the Service.

S 347.5 The *Contractor* does not publish any procurement documents until the *Client* has accepted them.

S 348 Parent Company Guarantee

S 348.1 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16.**

S 349 Legal Opinion

S 349.1 If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.

S 349.2 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- Is addressed to the *Client* on a full reliance basis,
- The liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,
- confirmation that
    - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
    - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
    - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
    - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
    - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
        - the constitutional documents of the Controller,
        - any provision of the laws of the jurisdiction in which it is incorporated,
        - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
        - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
    - (assuming it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,

- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

S 350 Project Bank Account

S 350.1 The *Contractor* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures and common seals to prevent any payment issues.

S 350.2 The *Contractor* ensures that

- there is one original copy of a deed for each party to the deed,
- it issues the original copy of a deed to the *Client* for the attachment of the *Client*'s common seal and
- each original copy of the deed has original signatures from the relevant authorised signatories.

S 351 Not used

S 352 Project Bank Account Tracker

S 352.1 The *Contractor* completes and submits to the *Client* on a monthly basis

- a fully populated PBA tracker (see link in **Annex 02)** detailing payments made by the *Contractor* to its subcontractors (at any remoteness from the *Client)* 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 352.2 The *Contractor* explains all variances from the previous month and submits further information to the *Client* in response to any queries raised.

S 352.3 The *Client* monitors the tracker for the time it takes the *Contractor* to pay its subcontractors (at any stage of remoteness from the *Client*) 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 subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.

S 352.4 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 subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid in a timely manner.

S 352.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client)* to assess the full extent of how supply chain payments are made.

S 352.6 Where the *Contractor* transfers monies from other accounts into the PBA this is stated on the bank statement.

S 353 *Contractor's* rights over material prepared for the design of the *service*

S 353.1 The *Contractor* acquires no rights over material prepared for the design of the *service.*

S 354 Other rights to be obtained by the *Contractor*

S 354.1 The *Contractor* grants to the *Client* licences to use, modify and develop the *Contractor*'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 354.2 The *Contract*or 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 354.3 The *Client* does not acquire any ownership right, title or interest in or to the Contractor Background IPR.

S 355 Not used

S 400 Requirements for the *Contractor's* plan

S 401 Plan

S 401.1 Following the issue of a Task Order by the *Client*, the *Contractor* submits their plan to the *Client*. The plan shall consist of a revised copy of the Task Order containing the *Contractor*'s price built up from the tendered rates, details of who will Provide the Works (including subcontractors) and a programme, if one is requested at the time of issue.

S 401.2 If traffic management is to be provided by the *Client*, the *Contractor*'s plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.

S 401.3 If the *Contractor* is required to provide traffic management, the *Contractor*'s plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.

S 401.4 The *Contractor*'s plan shall be submitted to the *Client* within two weeks of the Task Order being issued and submit revised plans as required by the *Client*.

S 402 Information to be shown on the plan

S 402.1 The *Contractor* Provides the Work, taking in to account the following programme constraints:

- the starting date and completion date and any post site works, reporting and review period
- Weather and other factors that may affect the quality and efficiency of the survey
- the services and other things provided by *Client*

any constraints detailed in the individual Task Order.

S 402.2 The programme is to be in the form of an activity and time related bar chart produced as a result of a critical path analysis.

S 402.3 The programme is to be provided in a PDF or MS Project or MS Excel format and cover the whole period of the individual Task Order including post site activities. All activities should be clearly defined, named and the following shown on the programme

- the starting date, completion date & *Contractor*'s planned completion,
- for each activity, the proposed resources (plant & labour) expected to deliver each activity,
- review periods for any reporting requirements,
- key dates for the *Client* to provide 'services and other things' and
- key dates for co-ordination with Others.

S 402.4 The *Contractor* updates their programme every week and submits an updated programme to the *Client* upon request.

S 403 Submitting the plan

S 403.1 The plan is to be submitted by the *Contractor* within two weeks of receiving the Task Order from the *Client*.

S 403.2 The *Client* reviews the plan and sends back the Task Order with their confirmation of acceptance or reasons for refusal.

S 403.3 The *Contractor* makes any required amendments to the plan and resubmits for review within one week.

S 500 Services and other things to be provided by the *Client*

S 501 Things to be provided by the *Client*

S 501.1 If, at the *starting date,* the *Client* makes available Plant and Materials for use by the *Contractor* in Providing the Service, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Client* at the end of the *service period* unless the *Client* agrees otherwise.

S 501.2 When stated in the Task Order, the *Client* will provide temporary traffic management. Otherwise the *Contractor* is expected to provide it.

S 501.3 The details of the *Contractor* employed to provide the temporary traffic management and the associated layout and proposals will be provided to the *Contractor* prior to the *starting date* of individual Task Orders.

S 501.4 When traffic management is deployed, the *Contractor* ensures they clear the site in a timely manner to allow adequate time for the removal of traffic management prior to the reopening of the road to traffic.

S 501.6 Welfare facilities are provided by the principal contractor.

S 502 Provision of traffic management by the *Contractor*

S 502.1 All traffic safety and management operations shall be undertaken by a supplier registered to National Highway Sector Scheme 12 with a scope of registration that includes reference to one or more of National Highways Sector Schemes 12A/B, 12C or 12D as appropriate to the works.

S 502.2 When the *Contractor* provides temporary traffic management, they comply with the *Client*'s network occupancy requirements and provide it in accordance with Clause 117 of Volume 1 of the MCHW and Chapter 8 of the Traffic Signs Manual & Notes for Guidance on 'Safety at Road works'.

S 502.3 The *Contractor* is responsible for the design and implementation of the traffic management and must submit the proposed layout within the timescale indicated on the Task Order.

S 502.4 Restrictions on the phasing and timing of works shall be stated in the Task Order, including embargo periods and details of events resulting in additional restrictions.

S 502.5 The *Contractor*'s proposals shall be prepared after consultation with any statutory body or other authority concerned or affected by the *Contractor*'s proposals. The installation of the traffic management system shall then proceed only in accordance with the approved sequence.

The *Contractor's* Proposals shall include:

- Position of traffic signals, traffic signs and road markings
- Width of lanes
- Working areas
- Safety Zones
- Temporary works details
- Site access and egress layouts (standards shall be appropriate for traffic flows and speeds)
- De-restriction/speed limit signs at the end of the works as appropriate

S 600 Property affected by the *service*

S 601 Property owned by the *Client* that is affected by the *service*

S 601.1 The property that the *Contractor* may be instructed to Provide the Service on includes the Strategic Road Network within the *region,* and supporting amenities such as

- boundary fences and walls,
- buildings including basements,
- roads and footpaths,
- electricity substations, and
- other structures including bridges.

S 601.2 Details about the location, extent and condition of property affected by the work of the *Contractor* will be provided with the individual Task Orders. Typically, this may include reference to schedules, drawings and other documents.

S 602 Property not owned by the *Client* that is affected by the *service*

S 602.1 Details of property not owned by the *Client* that is affected by the service will be provided with the individual Task Orders where relevant.

S 603 Not Used

S 604 Not used

S 605 Contact information

S 605.1 Contact information will be provided with the individual Task Orders where relevant.

S 606 Procedures for access

S 606.1 Any specific procedures related to accessing the property affected by the *service* will be defined in the individual Task Orders where relevant.

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Scope

Defined Terms

Annex 01

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Feb 2021

Ref.	Defined Term	Definition	Comments
1	Collaborative Planning	Collaborative Planning is a technique that involves all Parties working together to improve productivity, and reduce time and cost.	
2	Commitments Register	Commitments Register is the statement of that name set out in Annex A to the Form of Agreement detailing the commitments made by the *Contractor* as part of its tender in respect of how it is to Provide the Service.	Refer to section S338.8
3	Conflict of Interest	A Conflict of Interest may arise when your professional or personal interests or loyalties to a person or organisation outside Highways England affect or appear to affect the impartiality, judgement or effectiveness expected from you in interactions with Highways England.	
4	Construction Compliance Certificate	As per the meaning in BD2/12 Technical Approval of Highways Structure (Volume 1, Section 1 of the Design Manual for Roads and Bridges).	
5	Contractor Background IPR	IPR owned by the *Contractor* or a third party before the Contract Date or created by the *Contractor* or a third party independently of the contract, which in each case is or will be used to • before the end of the *service period* to Provide the Service and • for the maintenance, operation and modification of the *service*.	
6	Contracts Finder	Contracts Finder is the government website for information about contracts worth over £25,000 with the government and its agencies.	
7	Disclosure Request	A Disclosure Request is a request for information relating to the contract a	

		received by the Client pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise.	
8	Discrimination Acts	The Discrimination Acts are the Equality Act 2010 and any predecessor statutes.	
9	EEA	Is the European Economic Area.	
10	Employment and Skills Plan	The Employment and Skills Plan is the document described in Section S334 and Annex 06 of the Scope.	
11	Environmental Management Plan	A document (or set of documents) that sets out the mitigation needed to manage environmental effects associated with a development during the construction and operational phases	
12	Health and Safety File	As per the meaning given to it in the Construction (Design and Management) Regulations 2015.	
13	Inclusion Action Plan	The Inclusion Action Plan is the document described in Annex 06 of the Scope.	
14	Information Systems	Can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation.	
15	Intellectual Property Rights or IPRs	are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.	

16	Kano Analysis	Kano is approach to priortising features on a product road map based on degree which they are likely to satisfy customers.	
17	List X (Annex 04)	List X contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site. Classified information levels can be reviewed in the Gov website here (https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors).	
18	Nonconformity	Nonconformity has the meaning give in BS EN ISO 9000:2015.	
19	Performance Level	Performance Level is the performance level of the Collaborative Performance Framework stated in the Scope.	
20	Quality Plan	Has the meaning given in ISO 9001:2015.	
21	Quality Submission	Is the document submitted by the *Contractor* at time of tender.	
22	Service Provider System	Are the *Contractor's* (service provider) IT systems/applications which they use to provide services to Highways England.	
23	SME	SME means an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. A SME is a Subcontractor or a subcontractor to a Subcontractor and is autonomous and is a European Union enterprise not owned	

		or controlled by a non-European Union parent company.	
24	Specification	Has the meaning given to it as per section S 200 of the Scope.	
25	Staff	Staff are employees employed by the *Contractor* or an Associated Company or any Subcontractor to Provide the Service at any time.	
26	The Official Secrets Act 1989	The Official Secrets Act is the Official Secrets Act 1989 and any predecessor statutes.	
27	The Public Interest Test	The Public Interest Test requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information.	

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Reference Documents

Annex 02

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Feb 2021

Ref.	Document Name	Published by / Available from
1	"2012/27/EU" directive	http://www.legislation.gov.uk/eudr/2012/27/article/6
2	Apprenticeship data collection form (Annex 06)	Within folder titled 'Annex 02 Reference Documents'
3	Asset Data Management Manual	https://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
4	Business continuity plan template	Within folder titled 'Annex 02 Reference Documents'
5	Cabinet Office Website (Annex 04)	Cabinet Office Website
6	Chief Highway Engineer Memo 415/18 Incident Reporting Standard ("CHE 415")	Within folder titled 'Annex 02 Reference Documents'
7	Chief Information Officer Memos (Annex 09)	Within folder titled 'Annex 02 Reference Documents'
8	*Client*'s air quality strategy	Air Quality Strategy
9	*Client*'s biodiversity plan	Biodiversity plan and annual reports
10	*Client*'s Corporate Complaints Process	Within folder titled 'Annex 02 Reference Documents'
11	*Client*'s environmental strategy	Highways England Environment Strategy
12	*Client*'s The road to good design	The road to good design: Highways England's design vision and principles
13	*Clients* Customer Service Strategic Plan	Within folder titled 'Annex 02 Reference Documents'

14	*Clients* Road to Good Design	Within folder titled 'Annex 02 Reference Documents'
15	*Client's* PBA tracker system	For registration and guidance contact CommercialCostIntelligenceInbox@highwaysengland.co.uk
16	Code of Practice: Lighting and marking for Special Order, VR1, STGO and C&U loads (2012) and Code of Practice: Lighting and marking for abnormal load self-escorting vehicles incorporating operating guidance (2012)	Code of Practice: Lighting and Marking for Abnormal Loads, Vehicle Code of Practise
17	Collaborative Performance Framework (CPF)	Within folder titled 'Annex 02 Reference Documents'
18	Considerate Customer Codes of Practice (Annex 05)	Considerate Customer Codes of Practice
19	Construction Design and Management (CDM) Regulations 2015	http://www.legislation.gov.uk/uksi/2015/51/contents/made
20	Construction Industry Training Board (CITB) guidance	https://www.citb.co.uk/about-citb/partnerships-and-initiatives/construction-design-and-management-cdm-regulations/cdm-regulations/
21	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017 or later revision or replacement.	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017
22	Customer Survey Strategy – Better Journeys and Better Conversations	Customer Survey Strategy – Better Journeys and Better Conversations
23	Data Protection Act 2018	Data Protection Bill: General Processing
24	Declaration of Interest Form	Within folder titled 'Annex 02 Reference Documents'

25	Design Manual for Roads and Bridges	Design Manual for Roads and Bridges
26	Disclosure and Barring Service (Annex 04)	Disclosure and Barring Service
27	Environmental Information Regulations 2004 or later revision or replacement.	Environmental Regulations 2004
28	Environmental Permitting (England and Wales) Regulations 2008	Environmental Permitting Regulations (England and Wales)
29	Equal Opportunities Policy	Within folder titled 'Annex 02 Reference Documents'
30	Equality Act 2010 (Annex 04)	Equality Act 2010
31	Essentials of Managing Construction Health Risks	https://www.hse.gov.uk/construction/healthrisks/managing-essentials/essentials.pdf
32	EU Settlement Scheme	https://www.gov.uk/settled-status-eu-citizens-families
33	Fleet Operator Recognition Scheme (FORS)	Fleet Operator Recognition Scheme
34	Freedom of Information Act 2000 or later revision or replacement.	Freedom of Information Act 2000
35	Government Buying Standards Transport 2017	Sustainable procurement: the Government Buying Standards (GBS)
36	GG 103 "Introduction and general requirements for sustainable development and design.	GG103
37	Health and Safety Executive (HSE) F10.	https://www.hse.gov.uk/forms/notification/f10.htm
38	Health and Safety Management System and the associated policies and procedures.	http://www.highwayssafetyhub.com/

39	Health and Safety Maturity Matrix	Within folder titled 'Annex 02 Reference Documents'
40	Her Majesty's Passport Office guidance (Annex 04)	Her Majesty's Passport Office guidance
41	Highways England BPSS Privacy Notice (Annex 04)	Within folder titled 'Annex 02 Reference Documents'
42	Highways England Counter Fraud, Bribery & Corruption Policy & Response Plan	Within folder titled 'Annex 02 Reference Documents'
43	Highways England Disclosure Agreement.	Highways England Non-Disclosure Agreement
44	Highways England Fair Payment Charter	Within folder titled 'Annex 02 Reference Documents'
45	Highways England Information Security Data Security Standard	Within folder titled 'Annex 02 Reference Documents'
46	HMG Baseline Personnel Security Standard v6.0 - May 2018 (Annex 04)	HMG Baseline Personnel Security Standard v6.0 - May 2018
47	HMG Government Security Classifications	HMG Government Security Classifications
48	HMG Security Policy Framework (SPF)	HMG Security Policy Framework (SPF)
49	HMG Security Policy Framework version 1.1 – May 2018 (Annex 04/Annex 09)	https://www.gov.uk/government/publications/security-policy-framework
50	Highways England Home, Safe and Well Strategy	Highways England Home, Safe and Well Strategy
51	Information Security Incident Management Requirements	Within folder titled 'Annex 02 Reference Documents'

52	Information Security Secure Data Handling Requirements	Within folder titled 'Annex 02 Reference Documents'
53	Interim Advice Note 128 Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128")	Interim Advice Note 128 Highways England Supply Chain Health and Safety Incident Reporting
54	ISO 14001	https://www.iso.org/standard/60857.html
55	ISO 31000	https://www.iso.org/iso-31000-risk-management.html
56	ISO 9001	https://www.iso.org/standard/62085.html
57	ISO45001:2018	https://www.iso.org/iso-45001-occupational-health-and-safety.html
58	IT Security Advice Team (Annex 04)	ITSecurityAdvice@highwaysengland.co.uk
59	List X (Annex 04)	Government Security Requirements for List X
60	LA 110 Material assets and waste	LA 110
61	LA 117 Landscape Design	LA 117
62	LA 118 Biodiversity Design	LA 118
63	LA 120 Environmental management plans (second iteration)	LA 120 second iteration
64	LA 120 Environmental management plans (third iteration)	LA 120 third iteration
65	Major Incident Management	Within folder titled 'Annex 02 Reference Documents'
66	Manual of Contract Documents for Highway Works (MCHW)	Manual of Contract Documents for Highway Works

67	National Cyber Security Centre End user device (EUD) security guidance (Annex 09)	National Cyber Security Centre - end user device security
68	National Examination Board in Occupational Safety and Health (NEBOSH) Construction Certificate	https://www.nebosh.org.uk/home/
69	National Skills Academy for Construction	National Skills Academy for Construction
70	Occupational descriptors (Annex 06)	Within folder titled 'Annex 02 Reference Documents'
71	OHSAS18001:2007	https://www.bsigroup.com/en-GB/ohsas-18001-occupational-health-and-safety/
72	Part II – The Verification Process of the HMG Baseline Personnel Security Standard (BPSS) (Annex 04)	Part II – The Verification Process of the HMG Baseline Personnel Security Standard (BPSS
73	Part IV – Post Verification Process of the HMG BPSS (Annex 04)	Part IV – Post Verification Process of the HMG BPSS
74	PPN 01/19 Applying Exclusions in Public Procurement, Managing Conflicts of Interest & Whistle Blowing or later revision or replacement.	PPN 01/19 Applying Exclusions in Public Procurement, Managing Conflicts of Interest & Whistle Blowing
75	PPN 02/17 Promoting Greater Transparency 13 December 2017 or later revision or replacement.	PPN 02/17 Promoting Greater Transparency 13 December 2017
76	PPN 02/18 Changes to the Data Protection Legislation and General Data Protection Regulation.	Procurement Policy Note 02/18: Changes to Data Protection Legislation & General Data Protection Regulation
77	PPN 1/17 Update to the Transparency Principles 16 February 2017 or later revision or replacement.	PPN 01/17 Update to Transparency Principles 16 February 2017

78	PPN Procurement Policy Note 01/18 Supply Chain Visibility	PPN Procurement Policy Note 01/18 Supply Chain Visibility
79	Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”	Implementing Article 6 of the Energy Efficiency Directive
80	Raising The Bar Initiative	Raising The Bar Initiative
81	Recruiting for Success (Annex 06)	Within folder titled ‘Annex 02 Reference Documents’
82	Region maps	Within folder titled ‘Annex 02 Reference Documents’
83	Rehabilitation of Offender Act 1974 (Annex 04)	Rehabilitation of Offender Act 1974
84	Respect at Work Guidance	Within folder titled ‘Annex 02 Reference Documents’
85	RIS	Road Investment Strategy
86	risk and issue management principles document	Within folder titled ‘Annex 02 Reference Documents’
87	risk and issues management manual	Within folder titled ‘Annex 02 Reference Documents’
88	risk policy and strategy for the management of risk	Within folder titled ‘Annex 02 Reference Documents’
89	Roadworks a Customer View	Within folder titled ‘Annex 02 Reference Documents’
90	Scotland or Northern Ireland criminal record check process (Annex 04)	Scotland or Northern Ireland criminal record check process
91	Section 46 of Freedom of Information Act 2000 or later revision or replacement.	Section 46 of the Freedom of Information Act 2000
92	Security Policy 3 (Annex 04)	https://webarchive.nationalarchives.gov.uk/+/http:/www.cabinetoffice.gov.uk/spf/sp3_ps.aspx

93	Security Team email (Annex 04)	securityteam@highwaysengland.co.uk
94	Specification for Highway Works	Specification for Highway Works
95	Statement of Highways England's IT Security Policy (Annex 09)	Within folder titled 'Annex 02 Reference Documents'
96	Supply Chain Portal	Supply Chain Portal
97	The Bribery Act 2010	The Bribery Act 2010
98	The Institution of Occupational Safety and Health	https://www.iosh.com/
99	The Official Secret Act 1989	The Official Secret Act 1989
100	The Public Interest Disclosure Act 1998 or later revision or replacement.	The Public Interest Disclosure Act 1998
101	Town and Country Planning Act (2008)	Town and Country Planning 2008
102	Traffic Signs Manuals	Traffic Signs Manuals
103	Transport Infrastructure Efficiency Strategy (Annex 06)	Transport Infrastructure Efficiency Strategy
104	Transport Infrastructure Skills Strategy (Annex 06)	Transport Infrastructure Skills Strategy
105	UK Visas and Immigration guidance on right to work and record retention (Annex 04)	UK Visas and Immigration guidance on right to work and record retention
106	UK Visas and Immigration's "Right to Work" acceptable documents and guidance (Annex 04)	Acceptable documents: Right to Work Checklist Guidance: Right to Work - Employers Guide

107	Cabinet Office Government Construction Strategy papers dated March 2016	https://www.gov.uk/government/publications/government-construction-strategy-2016-2020

Highways England Company Limited

Scope

Insurance

Annex 03

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Feb 2021
1	1	Professional Indemnity Insurance	LJR	Apr 2021

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1	INSURANCE TABLE
1.1	**Property "All Risks" Insurance**
1.1.1.	Insured • *Contractor*
1.1.2.	Insured property and sum insured Any Plant and Materials and / or Equipment. The sum insured to represent the reinstatement or replacement cost of the relevant insured property.
1.1.3.	Basis of cover "All Risks" of physical loss, damage or destruction to the Insured property (as set out in paragraph 1.1.2 above) unless otherwise excluded.
1.1.4.	Territorial limits United Kingdom including offsite storage and during inland transit.
1.1.5.	Period of insurance The *Contractor* maintains the insurance from the *starting date* until the end of the Service Period or a termination certificate has been issued.
1.1.6.	Cover features and extensions • Automatic reinstatement of sum insured clause • Loss minimisation • Temporary repairs
1.1.7.	Principal exclusions • War and related perils, • Nuclear/radioactive risks, • Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, • Wear, tear and gradual deterioration, • Consequential financial losses.

1.2	Third Party Public and Products Liability Insurance
1.2.1	Insured • *Contractor*
1.2.2	Interest To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental • death or bodily injury, illness or disease contracted by any person; • loss or damage to property; • interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities; happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the *Services* and the contract.
1.2.3	Territorial limits United Kingdom and elsewhere in the world in respect of non-manual visits.
1.2.4	Period of insurance The *Contractor* maintains the insurance from the *starting date* until the Completion of the whole of the *Services* or termination of the contract whichever occurs earlier.
1.2.5	Cover features and extensions • Legal defence costs in addition to the limit of indemnity, • Contingent motor vehicle liability, • Health & Safety at Work Act(s) clause, • Data protection legislation clause, • Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007, • Indemnity to principals clause.

1.2.6	Principal exclusions • War and related perils, • Nuclear/radioactive risks, • Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment, • Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles, • Liability in respect of predetermined penalties or liquidated damages imposed under the contract, • Liability arising from the ownership, possession or use of any aircraft or marine vessels, • Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence,

1.3	Policies to be taken out as required by United Kingdom law
1.3.1	Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.
1.3.2	The limit of indemnity for the employers' liability insurance shall not be less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as is required by law.
1.3.3	The statutory insurances to contain an indemnity to principals clause in respect of claims made against the *Client* arising out of the performance of the *Contractor* of his duties under the contract.
1.3.4	The insurance shall be maintained from the date of the contract throughout the period of the contract.

1.4	Professional Indemnity Insurance
1.4.1	Insureds • *Contractor*
1.4.2	Interest To indemnify the Insured (as set out in paragraph 1.4.1 above) for all sums which the Insured (as set out in paragraph 1.4.1 above) shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in paragraph 1.4.1 above) during the Period of insurance (as set out in paragraph 1.4.4 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and or specification relevant to the service or the contract
1.4.3	Territorial limits United Kingdom
1.4.4	Period of insurance The *Contractor* maintains this insurance from the *starting date* until twelve (12) years following Completion the whole of the *service* or termination of the contract whichever occurs earlier.
1.4.5	Cover features and extensions

	• Legal liability assumed under contract, duty of care agreements and collateral warranties, • Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.
1.4.6	Principal exclusions • War related perils, • Nuclear/radioactive risks, • Insolvency of the Insured (as set out in paragraph 1.3.1 above), • Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.3.1 above) arising out of the course of their employment.