



National Highways Limited

Framework Information

in relation to the *works* or *service* for

Scheme Delivery Framework (SDF)

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
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1 INTRODUCTION AND BACKGROUND	
1.1 Purpose	
1.1.1	The purpose of this section is to communicate the <i>Client's</i> vision, values and the key objectives of this framework, whilst outlining the <i>Client's</i> expectations regarding how the <i>Supplier</i> must support the delivery of these. The <i>Client's</i> vision, outcomes and values and expectations are set out in Appendix 3 .
1.2 Identified and Defined Terms	
1.2.1	In this Framework Information and any Work Order, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the <i>conditions of contract</i> or have the meaning given to them in Appendix 1 .
1.3 Reference Documents	
1.3.1	The <i>Client</i> has developed and identified reference documents to meet its procedural and technical requirements. Terms identified in capital letters and inverted commas are reference documents and the current documents are set out in Appendix 2 . In performing its obligation under this Framework Contract and any Work Order, the <i>Supplier</i> meets the <i>Client's</i> requirements and complies with the requirements of the reference documents in Appendix 2 of the Framework Information, as amended or added to from time to time.
1.4 Framework Objectives	
1.4.1	The Framework Contract sets out the aims, scope and rules for operation of the Scheme Delivery Framework.
1.4.2	The <i>framework scope</i> of the Framework Contract is for the execution of the <i>Client's</i> construction, design and associated works. The <i>Client</i> cannot guarantee the volume or the value of the projects to be called off under this Framework Contract.
1.4.3	The <i>Client</i> has developed an operating model for the way maintenance, renewals and minor improvements are delivered. This enables the <i>Client</i> to contract directly with <i>Suppliers</i> who carry out work on its behalf. The <i>Client</i> and the contracted <i>Suppliers</i> work in a collaborative manner so that mutual benefits can be gained by all parties.
1.4.4	To deliver design and construction activities, this framework contract has been developed, with Lots representing the disciplines required. Each Lot is sub-divided into Sublots with one or more Sublots for each Lot in each geographical area. The "Sublot Reference Table" is in Appendix 2 .

1.4.5	Each highway construction project (Scheme) will comprise of the required individual disciplines within this Framework Contract, and multiple <i>Suppliers</i> will work together to deliver each Scheme. Some <i>Suppliers</i> , in addition to their own discipline, may be instructed to provide facilities for Others and other services.
1.4.6	The construction Schemes are supported by designers. A regional designer awarded Sublot 12.1 is co-located with the <i>Client</i> in the <i>Client's</i> offices. A Sublot 12.2 non co-located designer will work across two regions.
1.4.6	An annual anticipated programme of work is contained in the Package Order.
1.4.7	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> • ensures that the key objectives for this Framework Contract set out in Appendix 3 are met, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative more efficient ways of delivering the key objectives, • minimises the risk of damage or disturbance to or destruction of third-party property, and • ensures the <i>Client</i> and Others with statutory duties or functions in relation to the Working Areas or other adjoining roads are able to perform those duties and functions unimpaired.
1.4.8	The <i>Supplier</i> complies with the constraints in the course of performing its obligations under the Framework Contract or any Work Orders.
1.4.9	For Lots 1-11 the <i>Supplier</i> may be instructed to provide Early Contractor Involvement (ECI) and/or <i>Supplier</i> design.
1.4.10	The <i>Supplier</i> may be required to work with Others. For information purposes only these could include the <i>Client's</i> Maintenance and Response contractors and/or category management providers.
1.4.11	The <i>Supplier</i> may be required to provide contingency services.

2 FRAMEWORK SCOPE

2.1 Lot 1 – General Civil Engineering

2.1.1	<p>This Lot covers the supply of materials, plant and labour to carry out construction and removal activities, including but not limited to</p> <ul style="list-style-type: none"> • highway drainage assets, • pipes, • ditches, • swales, • ponds, • the control and disposal of contaminated material, • the installation of traffic signs and posts, • non-illuminated traffic signs and posts • earthworks, • ducting, • kerbing, • footways, • modular paving, • site clearance, • brick, block and stonework, • piling, • temporary works required to ensure a safe method of working, • demolition, • concrete, • asbestos removal (planned), • earthwork stabilisation, • counterfort drains, • soil nailing, • ground anchors, • slope netting (rock and soil), • rock slope works including dowels, bolts, scaling, buttressing, dentition, shotcrete, and
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	<ul style="list-style-type: none"> • 'innovative' stabilisation techniques, such as electrokinetic osmosis, fibre reinforced soil, soil mixing and the use of geosynthetics to reinforce soil
2.1.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • elements of <i>Supplier Design</i>, • principal contractor, • welfare facilities, • manage network occupancy, • community, and • contingency
2.1.3	<p>The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.</p>
<p>2.2 Lot 2 – Drainage</p>	
2.2.1	<p>This Lot covers the supply of materials, plant and labour to carry out</p> <ul style="list-style-type: none"> • construction, commissioning and removal of drainage and manhole/catch pits, • renewal or recycling of filter drain material, • renewal and repair of pipes and pipe lining, • renewal of ditches, swales, ponds and any other vegetative treatment systems, • control and disposal of contaminated material, • installation, commissioning and removal and renewal of flow control equipment, and • installation, commissioning and removal and renewal of any other drainage ancillary items including petrol interceptors and pumping station equipment
2.2.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation,

	<ul style="list-style-type: none"> • Early Contractor Involvement, • principal contractor, • welfare facilities, • manage network occupancy, • community, and • contingency
2.2.3	<p>The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.</p>
<p>2.3 Lot 3 – Temporary Traffic Management</p>	
2.3.1	<p><u>Deliver Schemes</u></p> <p>This Lot covers the supply of materials, plant and labour for the</p> <ul style="list-style-type: none"> • design, installation, maintenance and removal of temporary traffic management, • installation, maintenance and removal of temporary safety barrier systems, • installation, maintenance and removal of temporary speed enforcement systems, • installation, maintenance and removal of temporary CCTV systems, • management of breakdown recovery services, • installation, maintenance and removal of temporary road markings and road studs, and • removal of existing road markings and road studs
2.3.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • principal contractor, • welfare facilities, • manage network occupancy, • community, and • contingency

2.3.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.
2.4 Lot 4 – Road Restraint Systems and Fencing	
2.4.1	<p>This Lot covers the supply of materials, plant and labour for the</p> <ul style="list-style-type: none"> • installation and removal of road restraint systems (vehicle and pedestrian), • push tests of existing road restraint systems, and • installation and removal of highway fencing and environmental barrier
2.4.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • principal contractor, • welfare facilities, • manage network occupancy, • community, and • contingency
2.4.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.
2.5 Lot 5 – Landscaping and Ecology	
2.5.1	<p>This Lot covers the supply of materials, plant and labour to carry out landscaping and ecology works including</p> <ul style="list-style-type: none"> • weed control, • wildlife control, • ground preparation, • seeding, • turfing, • planting, • watering,

	<ul style="list-style-type: none"> • tree and shrub maintenance, • creation and management of waterbodies and any other ecological measures, and • landscape clearance
2.5.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • welfare facilities, • manage network occupancy, • community, and • contingency
2.5.3	<p>The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.</p>
2.6 Lot 6 – Road Markings	
2.6.1	<p>This Lot covers the supply of materials, plant and labour for the installation and removal of</p> <ul style="list-style-type: none"> • highway road markings, • road studs, • installation and removal of temporary road markings and road studs, • anti-skid systems, • crack sealing, and • pavement joint repair
2.6.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • welfare facilities, • manage network occupancy, • community, and • contingency

2.6.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.
2.7 Lot 7 – Road Lighting and Electrical	
2.7.1	This Lot covers the supply of materials, plant and labour for the installation, removal and commissioning of <ul style="list-style-type: none"> • road Lighting, and • illuminated signs and other highway electrical equipment
2.7.2	<u>Other duties</u> This scope also includes <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • elements of <i>Supplier</i> design, • welfare facilities, • manage network occupancy, • community, and • contingency
2.7.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.
2.8 Lot 8 – Waterproofing and Expansion Joints	
2.8.1	This Lot covers the supply of materials, plant and labour for the installation of and repair work to <ul style="list-style-type: none"> • highways structure expansion joints, • waterproofing systems, • testing of existing waterproofing systems, and • installation, maintenance and removal of any temporary works required to ensure a safe method of working
2.8.2	<u>Other duties</u> This scope also includes <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement,

	<ul style="list-style-type: none"> • welfare facilities, • manage network occupancy, • community, and • contingency
2.8.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.
2.9 Lot 9 – Technology (inc Traffic Signals)	
2.9.1	<p>This Lot covers the supply of plant and labour for the</p> <ul style="list-style-type: none"> • construction of highway technology works including the installation of specialist technology equipment, safety cameras and CCTV equipment, • supply, installation, commissioning and removal of traffic signal equipment, • installation, commissioning and removal of road lighting, illuminated signs and other highway electrical equipment, and • undertaking of enabling works to allow installation and removal of specialist technology, traffic signals, road lighting, illuminated signs and other highway electrical equipment <p><i>Suppliers</i> are provided with specialist technology assets by the <i>Client</i> unless instructed otherwise.</p>
2.9.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • elements of <i>Supplier</i> design, • welfare facilities, • manage network occupancy, • community, and • contingency
2.9.3	The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.

2.10 Lot 10 – Structures, Structural Services and Concrete Repairs	
2.10.1	<p>This Lot covers the supply of materials, plant and labour for the</p> <ul style="list-style-type: none"> • application of painting systems including specialist corrosion protection systems, • repair of concrete on highway structures, • installation and repair of bridge parapets, • installation and repair of bridge bearings, and • structural steelwork
2.10.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • elements of <i>Supplier</i> design, • principal contractor, • welfare facilities, • manage network occupancy, • community, and • contingency
2.10.3	<p>The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.</p>
2.11 Lot 11 – Cathodic Protection	
2.11.1	<p>This Lot covers the supply of materials, plant and labour for the</p> <ul style="list-style-type: none"> • installation and commissioning of cathodic protection systems, • installation and commissioning of remote monitoring systems, • undertaking of enabling works to allow installation, commissioning and removal of the cathodic protection and remote monitoring systems, and • installation, maintenance and removal of any temporary works required to ensure a safe method of working
2.11.2	<p><u>Other duties</u></p> <p>This scope also includes</p>

	<ul style="list-style-type: none"> • mobilisation, • Early Contractor Involvement, • elements of <i>Supplier</i> design, • welfare facilities, • manage network occupancy, • community, and • contingency
2.11.3	<p>The scope may also include carrying out some of the duties of the Maintenance & Response contractor and providing Incident Response (Rapid Response) when instructed.</p>
<p>2.12 Lot 12 – Design Services</p>	
2.12.1	<p>This Lot covers the design of highway maintenance, renewal and small improvement and associated services including</p> <ul style="list-style-type: none"> • structures, • landscaping, • pavements, • drainage, • traffic modelling, • traffic signals, • geometrical designs, • geotechnics, • technology, • lighting, • motorway communications, • environmental, • noise quality (including non-invasive surveys), • air quality (including non-invasive surveys), • vehicle restraint systems, • depots, • preparation of contract documents, • site supervision, and • stakeholder engagement/consultation

2.12.2	<p><u>Other duties</u></p> <p>This scope also includes</p> <ul style="list-style-type: none">• mobilisation,• design validation,• principal designer,• manage network occupancy,• community,• contingency, and• demobilisation
2.12.3	<p>The scope may also include providing design support as part of Incident Response (Rapid Response) when instructed.</p>

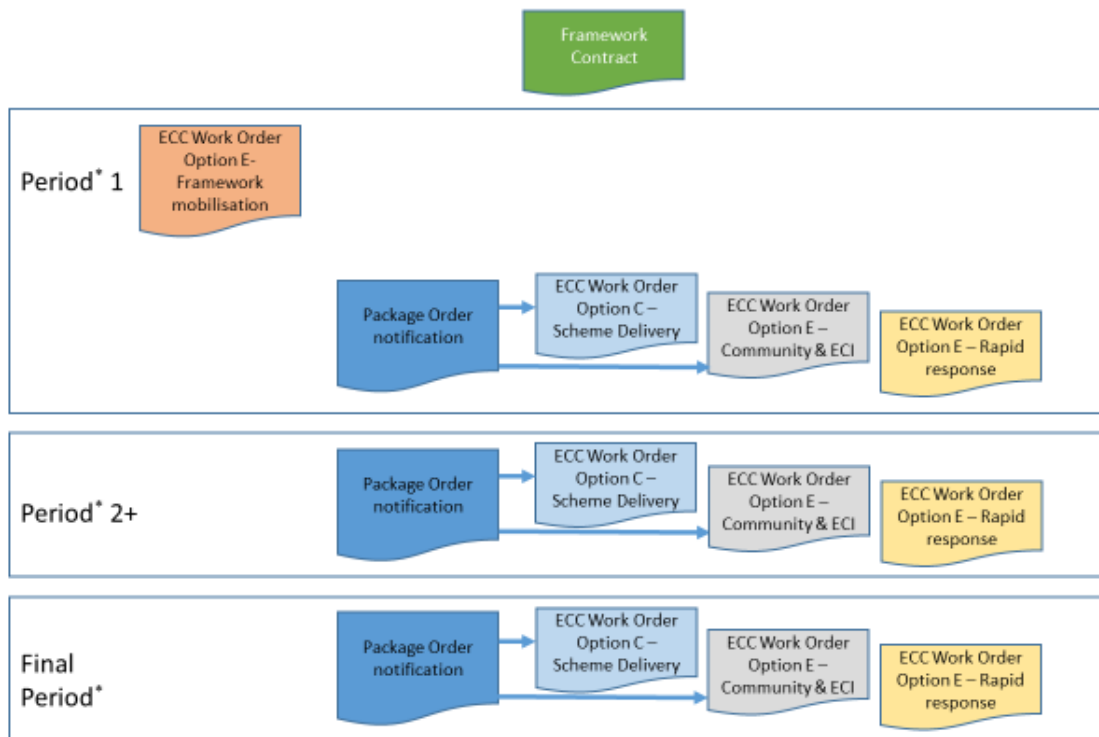
3 CONSTRUCTION WORKS – LOTS 1 TO 11	
3.1 Early Contractor Involvement	
3.1.1	<p>A range of Early Contractor Involvement (ECI) and general collaboration with the <i>Client</i> may be required from the <i>Supplier</i> throughout various stages of Scheme delivery. Where required, the scope of ECI is included within the following sections of the Engineering and Construction Contract (ECC) Scope:</p> <ul style="list-style-type: none"> • develop network investment needs (section 3.1) • design schemes (section 3.2); and • deliver schemes (section 3.3). <p>The <i>Client</i> will instruct and pay for ECI as per paragraph 5.1 below.</p>
3.2 Supplier Design	
3.2.1	<p>The <i>Client</i> may require the <i>Supplier</i> to carry out design of specified elements.</p> <p>The <i>Client</i> will instruct and pay for design as per paragraph 5.1 below.</p>

4 DESIGN SERVICES – LOT 12	
4.1 General	
4.1.1	For all activities involving design as set out in the “Construction (Design and Management) Regulations 2015” in Appendix 2 , the <i>Supplier</i> is a designer under the Regulations.
4.1.2	The service prior to the <i>go live date</i> is defined in the following sections of the PSC Scope <ul style="list-style-type: none"> • mobilisation (section 2.1) • design validation (section 3.1)
4.1.3	The additional service after the <i>go live date</i> is defined in the following sections of the PSC Scope <ul style="list-style-type: none"> • community (section 6) • design schemes (section 3.5) • deliver schemes (section 3.6) • incident response (rapid response) (section 3.9) • demobilisation (section 2.2)
4.1.4	The optional parts of the <i>service</i> are defined in the following sections of the PSC Scope <ul style="list-style-type: none"> • inspect asset (section 3.2) • identify network needs (section 3.3) • develop network needs (section 3.4) • deliver schemes (section 3.7) • principal designer (section 3.5.2 and section 3.6.2)

5 FRAMEWORK OPERATION					
5.1 Operation of the Framework					
5.1.1	Design services, construction works, and an allowance for Community, are collated together into a programme of work for each <i>Supplier</i> on each Lot. This programme of work is advised via a Package Order. Notification of a Package Order does not guarantee that a subsequent Work Order is issued for any item of work included in the Package Order. ECI (Lots 1-11 only) and Rapid Response is instructed as and when required.				
5.1.2	Individual works are instructed via Work Orders using the NEC4 Engineering and Construction Contract (ECC) or Professional Service Contract (PSC) <ul style="list-style-type: none"> • planned design and works (Schemes) are instructed via an Option C Work Order. • at the <i>Client's</i> discretion, design may be instructed via an Option E Work Order • mobilisation, Community, ECI (Lots 1-11 only), rapid response work and demobilisation (where relevant) are instructed via an Option E Work Order. 				
5.1.3	Work Orders are issued in accordance with clause Z110.				
5.1.4	The <i>Client</i> issues Work Orders electronically using the “Forms of Work Order” in Appendix 2 , or via the <i>Client's</i> contract management system.				
<u>Optional service</u>					
5.1.5	Where part of the service is defined as optional, the <i>Supplier</i> only performs that work if it is included in a Work Order.				
5.1.6	Prior to instructing a change to the Work Order scope, the <i>Client</i> consults with the <i>Supplier</i> and undertakes an assessment to check and agree that the <i>Supplier</i> is capable and has capacity to carry out the service, together with any assessment required to discharge the <i>Client's</i> CDM responsibilities.				
5.1.7	For Lots 1-11, where the <i>Supplier</i> is required to provide specialist technical input, design or ECI it is instructed via Option E Work Order. Instruction and payment for the specialist technical input, design or ECI is as shown in Table 1.				
Table 1					
<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">ECC Scope Reference</th> <th style="text-align: left;">Instruction/ Payment</th> </tr> </thead> <tbody> <tr> <td>Develop Network Investment Needs</td> <td>Option E Work Order</td> </tr> </tbody> </table>		ECC Scope Reference	Instruction/ Payment	Develop Network Investment Needs	Option E Work Order
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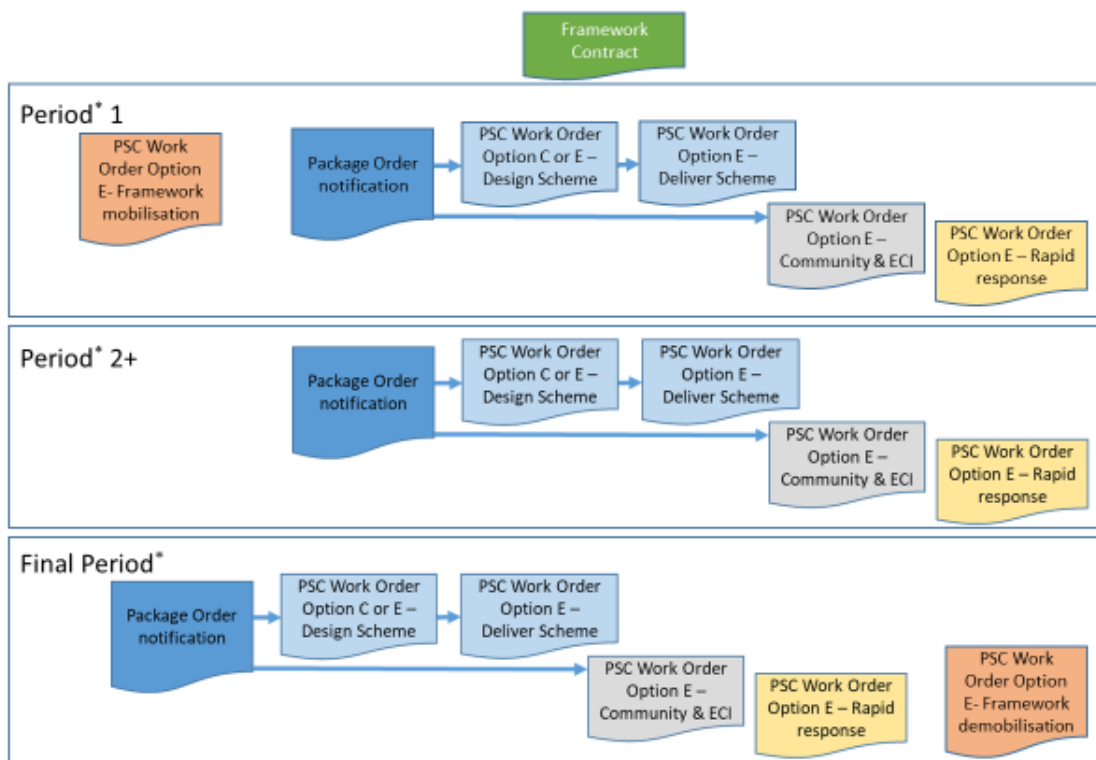
	(section 3.1)											
	Design Schemes (paragraph 3.2.1)	Option E Work Order										
	Design Schemes (paragraph 3.2.2)	As required - <i>Fee percentage</i>										
	Deliver Schemes (section 3.3)	As required - <i>Fee percentage</i>										
5.1.8	<p>For Lot 12, where the <i>Supplier</i> is required to provide technical advice, design Schemes, supervise works, undertake surveys, the payment option is at the discretion of the <i>Client</i>. This is to reflect the different size and complexities of work that is involved.</p> <p>Instruction and payment for this is as shown in Table 2.</p>											
<p>Table 2</p> <table border="1"> <thead> <tr> <th>PSC Scope Reference (Lot 12)</th> <th>Instruction/ Payment</th> </tr> </thead> <tbody> <tr> <td>Develop Network Investment Needs (section 3.4)</td> <td>Option E Work Order</td> </tr> <tr> <td>Design Schemes (paragraph 3.5.1)</td> <td>Option C or E Work Order</td> </tr> <tr> <td>Design Schemes (paragraph 3.5.2)</td> <td>Option C or E Work Order</td> </tr> <tr> <td>Deliver Schemes (section 3.6)</td> <td>Option E Work Order</td> </tr> </tbody> </table>			PSC Scope Reference (Lot 12)	Instruction/ Payment	Develop Network Investment Needs (section 3.4)	Option E Work Order	Design Schemes (paragraph 3.5.1)	Option C or E Work Order	Design Schemes (paragraph 3.5.2)	Option C or E Work Order	Deliver Schemes (section 3.6)	Option E Work Order
PSC Scope Reference (Lot 12)	Instruction/ Payment											
Develop Network Investment Needs (section 3.4)	Option E Work Order											
Design Schemes (paragraph 3.5.1)	Option C or E Work Order											
Design Schemes (paragraph 3.5.2)	Option C or E Work Order											
Deliver Schemes (section 3.6)	Option E Work Order											
5.1.9	Community duties are instructed via an Option E Work Order.											
5.1.10	The <i>Client</i> may instruct a Work Order before the expiry of this Framework Contract which extends beyond the <i>end date</i> .											
5.1.11	<p>Figure 1 illustrates the intended operation of the framework for Lots 1 to 11 and which services are instructed by which means.</p> <p>Figure 2 illustrates the intended operation of the framework for Lot 12 and which services are instructed by which means.</p>											

Figure 1: Lots 1 to 11



* Periods are generally anticipated to be 1 year long, however the first and last may be adjusted to fit to financial year end dates which may result in periods longer or shorter than one year.

Figure 2: Lot 12



* Periods are generally anticipated to be 1 year long, however the first and last may be adjusted to fit to financial year end dates which may result in periods longer or shorter than one year.

5.2 Principal Designer	
5.2.1	The principal designer undertakes the duties and activities of the principal designer in accordance with the requirements of the Construction Design and Management (CDM) Regulations 2015.
5.3 Principal Contractor	
5.3.1	The principal contractor undertakes the duties and activities of the principal contractor as set out in the Scope.
5.4 Contingency	
5.4.1	<p>The <i>Client</i> can, by agreement, require the <i>Supplier</i> to provide additional work outside the normal course of work within their Sublot in the event of unforeseen or emergency situations.</p> <p>The scope of contingency for all Sublots is</p> <ul style="list-style-type: none"> • Providing the scope of the Lot on the Local Authority network or related to S278 agreements • providing the scope of the duties in the Maintenance and Response Contract • providing the scope of the Lot on the strategic road network outside the Sublot <p>The scope of additional contingency for Lot 1 (General Civils) is</p> <ul style="list-style-type: none"> • providing the scope of other Sublots in the event that there is not enough capability or capacity from the <i>Suppliers</i> on that Sublot.
5.5 Changes to the boundary of a Sublot	
5.5.1	<p>The <i>Client's</i> assets are</p> <ul style="list-style-type: none"> • the strategic road network as shown in the “SDF Operational Areas” document in Appendix 2, • the associated infrastructure and amenities, and • other infrastructure and amenities the <i>Client</i> is required to maintain or improve from time to time.
5.5.2	<p>The <i>Client</i> may instruct a change to the geographical extent of a Sublot to include</p> <ul style="list-style-type: none"> • parts of the strategic road network, • associated infrastructure and amenities, and

	<ul style="list-style-type: none"> • other infrastructure and amenities the <i>Client</i> is required to maintain or improve from time to time within the amended boundaries. <p>The boundaries and network details for each subplot are shown in the “Sublot Details” document in Appendix 2.</p>
5.5.3	<p>The change to the extent of a Sublot</p> <ul style="list-style-type: none"> • may apply to all or some Sublots • may apply to different Sublots at different times
5.5.4	<p>This instruction is not a change to the Framework Information.</p>
<p>5.6 Allocation Procedure</p>	
5.6.1	<p>The <i>Supplier</i> allocation procedure is set out in Appendix 15.</p>
<p>5.7 Incentivisation</p>	
5.7.1	<p>Subject to clause Z111, the <i>Client</i> will create a programme level incentivisation mechanism.</p>

6 GENERAL OBLIGATIONS	
6.1 Information Systems and Security	
6.1.1	The <i>Supplier</i> complies with the information systems and security requirements in Appendix 5 .
6.2 Offshoring of Data	
6.2.1	In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the “HMG Security Policy Framework (SPF)” in Appendix 2 and the “Client’s Information Security Data Security Standard” in Appendix 2 .
6.2.2	<p>The <i>Supplier</i> does not store any of the <i>Client</i>’s data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the “HMG Government Security Classifications” in Appendix 2,</p> <ul style="list-style-type: none"> • offshore or • in any way that it could be accessed from an offshore location <p>until the <i>Client</i> has confirmed to the <i>Supplier</i> that either</p> <ul style="list-style-type: none"> • the <i>Client</i> has gained approval for such storage in accordance with the Information Security Data Security Standard, or • such approval is not required.
6.2.3	The <i>Supplier</i> ensures that no offshore premises are used in providing the works or providing the services until such premises have passed a Risk Assessment or the <i>Client</i> confirms to the <i>Supplier</i> that no Risk Assessment is required.
6.2.4	The <i>Supplier</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to gain approval for storing data or allowing access to data from an offshore location in accordance with 6.2.2 or conduct a Risk Assessment for any premises in accordance with 6.2.3.
6.2.5	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.
6.2.6	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations.
6.3 Asset Management Information Systems	
6.3.1	The <i>Client</i> will

	<ul style="list-style-type: none"> • put asset data at the heart of everything so that decisions made regarding the strategic road network are effective, robust and customer-focused, • develop asset information and cost intelligence to improve investment and maintenance decision making, working towards whole life costing and improving efficiency, and • ensure everybody takes joint responsibility to maintaining asset data.
6.3.2	The <i>Supplier</i> complies with the “Asset Data Management Manual (ADMM)” in Appendix 2 , in managing asset data (plan, capture, store, use and dispose).
6.4 Confidentiality and Client Personnel Security	
6.4.1	The <i>Supplier</i> complies with the confidentiality and <i>Client’s</i> personnel security requirements in Appendix 6 .
6.4.2	<p>The <i>Supplier</i> keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person</p> <ul style="list-style-type: none"> • the terms of the contract, and • any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Supplier</i> in the course of providing the works or providing the services. <p>except that the <i>Supplier</i> may disclose information</p> <ul style="list-style-type: none"> • to its legal or other professional advisers, • to its employees and subcontractors as needed to enable the <i>Supplier</i> to provide the works or provide the service, • where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the <i>Supplier</i> consults the <i>Client</i> and takes full account of the <i>Client’s</i> views about whether (and if so to what extent) the information should be disclosed, • which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, • which is in the public domain at the time of disclosure other than due to the fault of the <i>Supplier</i> or • with the consent of the <i>Client</i>.
6.4.3	The <i>Supplier</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the works or provide the service.

6.5 Official Secrets Acts	
6.5.1	The Official Secrets Act 1989 applies to the contract from the Framework Contract Date until all work to be carried out under all Work Orders is completed.
6.5.2	The <i>Supplier</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) of its duties under the “Official Secrets Act 1989” in Appendix 2 .
6.5.3	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under this framework or any Work Order.
6.6 Parent Company Guarantee	
6.6.	If the <i>Supplier</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in Appendix 7 .
6.6.2	If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by the contract, the <i>Supplier</i> provides a legal opinion in support of a Parent Company Guarantee.
6.6.3	<p>Any legal opinion provided by the <i>Supplier</i> in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters</p> <ul style="list-style-type: none"> • is addressed to the <i>Client</i> 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 <ul style="list-style-type: none"> ○ 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,

	<ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ▪ 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 that 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 <i>Client</i> under the Parent Company Guarantee, • confirmation of whether the <i>Client</i> is 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 and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.
<p>6.7 Form of Novation</p>	
<p>6.7.1</p>	<p>Should a deed of novation be required pursuant to Z4 the <i>conditions of contract</i>, the form of novation agreement is issued by the <i>Client</i> for agreement as in Appendices 8 and 9.</p>
<p>6.8 Disclosure Requests</p>	
<p>6.8.1</p>	<p>The <i>Supplier</i> acknowledges that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> may be obliged, subject to the application of any relevant exemption and where applicable the Public Interest Test, to disclose information (including commercial sensitive information) pursuant to a</p>

	<p>disclosure request. Where practicable the <i>Supplier</i>, consults with the <i>Client</i> before doing so in accordance with the relevant Code of Practice.</p> <p>The <i>Supplier</i> responds to any consultation promptly and with any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i>. The <i>Supplier</i> acknowledges that it is for the <i>Client</i> to determine whether such information should be disclosed.</p>
6.82	<p>When requested to do so by the <i>Client</i>, the <i>Supplier</i> promptly provides information in its possession relating to the contract and assists and co-operates with the <i>Client</i> to enable the <i>Client</i> to respond to a Disclosure Request within the time limit in the relevant legislation (in Appendix 2).</p>
6.8.3	<p>The <i>Supplier</i> promptly passes any Disclosure Request which it receives to the <i>Client</i>. The <i>Supplier</i> does not respond directly to a Disclosure Request unless instructed to do by the <i>Client</i>.</p>
6.8.4	<p>The <i>Supplier</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the contract in accordance with “Procurement Policy Note (PPN) 01/17” entitled “Update to Transparency Principles” dated 6 February 2017 in Appendix 2 except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” in Appendix 2. The <i>Client</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges that the <i>Client</i> has the final decision.</p>
6.8.5	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> • co-operates with and assists the <i>Client</i> to comply with its obligations to publish information in accordance with “PPN 01/17” in Appendix 2, or • agrees with the <i>Client</i> a schedule for the release to the public of information relating to the <i>Client</i> in accordance with the terms of the “PPN 01/17”, • provides information to assist the <i>Client</i> in responding to queries from the public “PPN 01/17” as required by the <i>Client</i>, and • supplies the <i>Client</i> with financial data relating to the contract in the form and in the times specified in “PPN 01/17”.
6.8.6	<p>The <i>Supplier</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the “Crown Commercial Service’s Guidance Note entitled Publication of Central Government Tenders and Contracts” dated November 2017 in Appendix 2, except to the extent in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” in Appendix 2. The <i>Client</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges</p>

	that the <i>Client</i> has the final decision. The <i>Supplier</i> co-operates and assists the <i>Client</i> to publish the contract in accordance with the <i>Client's</i> obligation.
6.9 Business Continuity	
6.9.1	When instructed as part of mobilisation, the <i>Supplier</i> prepares a business continuity plan and submits the draft plan to the <i>Client</i> for acceptance. A template is provided in Appendix 2 .
6.9.2	The <i>Supplier</i> undertakes an annual test event to test the plan. The <i>Supplier</i> agrees with the <i>Client</i> the test scenario prior to the test. Following the test, the <i>Supplier</i> prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the <i>Client</i> within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Client</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
6.9.3	The <i>Supplier</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Client</i> .
6.9.4	Where requested, the <i>Supplier</i> completes the <i>Client's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Client</i> . The <i>Supplier</i> provides supporting evidence to the <i>Client</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Client</i> may undertake an audit of compliance with these requirements.
6.10 Client's Code of Practice	
6.10.1	The <i>Supplier</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" as set out in Appendix 2 .
6.10.2	The <i>Supplier</i> complies with the Codes until the <i>end date</i> and with: <ul style="list-style-type: none"> • paragraphs 3.1 and 4.3 of the <i>Client's</i> "Counter Fraud, Bribery and Corruption Policy", and • paragraph 1 of the <i>Client's</i> "Fair Payment Charter". for a period not less than 12 years after the <i>end date</i> .
6.10.3	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as specified herein.

6.10.4	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the Framework Contract or any Work Order.
6.11 Discrimination, Bullying & Harassment	
6.11.1	The <i>Supplier</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
6.11.2	<p>In performing its obligations under the Framework Contract and Work Order, the <i>Supplier</i> co-operates with and assists the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> • eliminate unlawful discrimination, harassment and victimisation, • advance equality of opportunity between different groups, and • foster good relations between different groups.
6.11.3	<p>The <i>Supplier</i> ensures that its employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>), where they are required to carry out any activity on the <i>Client</i>'s premises or alongside the <i>Client</i>'s employees on any other premises comply with</p> <ul style="list-style-type: none"> • the requirements of the Discrimination Acts, • the <i>Client</i>'s employment policies, and • codes of practice relating to discrimination and equal opportunities, as in Appendix 2.
6.11.4	<p>The <i>Supplier</i> notifies the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Supplier</i> under the Discrimination Acts in connection with the contract, and</p> <ul style="list-style-type: none"> • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the <i>Client</i> to attend) any associated meetings, • promptly allows access to any relevant documents and information, and • co-operates fully and promptly with the investigatory body, court or tribunal.
6.11.5	The <i>Supplier</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i>) also comply.

6.11.6	The <i>Supplier</i> implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
6.11.7	<p>The <i>Supplier</i> carries out an annual audit to monitor its compliance with the “Modern Slavery Act 2015” which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Supplier</i> prepares and delivers to the <i>Client</i> no later than 1 August each year an annual</p> <ul style="list-style-type: none"> • slavery and human trafficking report, • transparency statement, and • a risk register with mitigating actions <p>which complies with the “Modern Slavery Act 2015” and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>
6.11.8	The <i>Supplier</i> notifies the <i>Client</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
6.11.9	The <i>Supplier</i> uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
6.11.10	The <i>Supplier</i> complies (and ensures that any subcontractor complies) with the <i>Client’s</i> policies relating to bullying and harassment. If the <i>Client</i> considers that the presence or conduct of any of employees (at any stage of remoteness from the <i>Client</i>) at any location relevant to the performance of the framework contract or any Work Order is undesirable or in breach of the <i>Client’s</i> policies, the <i>Client</i> instructs the <i>Supplier</i> to implement corrective action.
6.11.11	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the framework contract or any Work Order, contains provisions to the same effect as this section. The <i>Supplier</i> may propose to the <i>Client</i> for acceptance that a specific subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the framework contract or any Work Order does not comply with the requirements of this section 6.11. The <i>Supplier</i> provides a detailed reason for not including some or all of the requirements of this section 6.11 in the specific contract. The <i>Supplier</i> provides further detail when requested by the <i>Client</i> to assist their consideration. If accepted by the <i>Client</i> , the <i>Supplier</i> is relieved from including some or all of the requirements of this section 6.11 in the specific contract.

6.11.12	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under this framework contract or any Work Order.
6.12 Quality management system	
6.12.1	The <i>Supplier</i> complies with the quality management requirements in Appendix 4 .
6.13 Health and Safety	
	The <i>Supplier</i> complies with the health and safety requirements in Appendix 10 .
6.14 Performance Management	
6.14.1	The <i>Supplier</i> manages performance in accordance with Appendix 11 .
6.14.2	The <i>Supplier</i> submits a “Monthly Review Progress Report” in accordance with the guidance provided in Appendix 2 .
6.15 Continual Improvement	
6.15.1	The <i>Supplier</i> manages continual improvement using the approach and the principles set out in Appendix 12 .
6.15.2	The <i>Supplier</i> uses the cost capture data and submits to the <i>Client</i> for acceptance at least two months before the start of the second and subsequent financial years, details showing how the <i>Supplier</i> proposes to achieve year on year continual improvement in providing the works or providing the services.
6.16 Conflict of Interest	
6.16.1	The <i>Supplier</i> does not take an action which would cause a conflict of interest to arise in connection with the framework contract or any Work Order. The <i>Supplier</i> immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
6.16.2	The <i>Supplier</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i>), and procures any subcontractor (at any stage of remoteness from the <i>Client</i>), who are providing the works or providing the services that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the works or service.
6.16.3	The <i>Supplier</i> ensures that any employee and procures any subcontractor (at any stage of remoteness from the <i>Client</i>) ensures any of its employees, who

	are providing the works or providing the services, completes a “Declaration of Interest” form in Appendix 2 .
6.16.4	The <i>Supplier</i> procures any subcontractor (at any stage of remoteness from the <i>Client</i>) and immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
6.16.5	If the <i>Supplier</i> or subcontractor (at any stage of remoteness from the <i>Client</i>) notifies the <i>Client</i> of any actual or potential conflict of interests, the <i>Client</i> , may <ul style="list-style-type: none"> • require the <i>Supplier</i> to stop providing the works or providing the services until any conflict of interest is resolved, • require the <i>Supplier</i> to submit to the <i>Client</i> for acceptance a proposal to remedy the actual or potential conflict of interest.
6.16.6	A reason for not accepting the submission is that it does not resolve any conflict of interest. The <i>Supplier</i> amends the proposal in response to any comments from the <i>Client</i> and resubmits it for acceptance by the <i>Client</i> . The <i>Supplier</i> complies with the proposal once it has been accepted.
6.17 Inclusion Action Plan	
6.17.1	The <i>Supplier</i> prepares an Inclusion Action Plan as in Appendix 13 .
6.17.2	The <i>Supplier</i> manages the Inclusion Action Plan and reports progress against it in accordance with Appendix 13 . The due dates for this reporting are confirmed by the <i>Client</i> .
6.18 Skills and Apprenticeships	
6.18.1	The <i>Supplier</i> , submits, on a quarterly basis, the apprenticeship report as in Appendix 13 . The due dates for this reporting are confirmed by the <i>Client</i> .
6.19 Insurance	
6.19.1	Insurance requirements are in Scope Annex 6. Insurance Requirements and insurance levels are determined for each Work Order.
6.20 Limit of Liability	
6.20.1	For Lots 1-11, limits of liability shall not exceed the relevant amounts stated in X18.
6.20.2	For Lot 12, limits of liability shall not exceed the relevant amounts stated in X18 and section 8 Liabilities and Insurance of the PSC Contract Data Part 1.

6.21 Records and audit access

6.21.1 For the purpose of this section records includes inventories.

6.21.2 The *Supplier* ensures that records are maintained in an acceptable format such as

- Scanned electronic image (Acrobat .pdf),
- Editable electronic document (MSWord, AGS Data Format),
- Editable electronic spreadsheet (MSExcel),
- Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- Graphic electronic image in compressed (.jpg) format, or
- Other formats compatible with the *Client's* Information Systems in [Appendix 5](#), reference documents or guidance manuals as agreed with the *Client*.

6.21.3 *Suppliers* retain the following records:

Record Types		
Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Client</i> and Others	
2.	All calculations in relation to Schemes	
3.	All contract documents produced by the <i>Supplier</i> and any amendments thereto	
4.	All Health and Safety Files for Schemes	<i>Client</i>
5.	All Drawings/ plans/ maps	Whenever the <i>Supplier</i> is required to produce, update, amend or receive from Others drawings, plans or maps in accordance with the contract

	6.	All maintenance and other manuals to be produced by the <i>Supplier</i>	As required by the reference documents in Appendix 2
	7.	All data required for the Information Systems referred to in Appendix 5	Whenever the <i>Supplier</i> is required to populate the Information Systems referred to in Appendix 5
	8.	All records/data required to populate reports under the contract to be issued by the <i>Supplier</i> .	
	9.	Financial Records and Cost Capture Information	<p>All financial records:</p> <ul style="list-style-type: none"> • required to be captured, recorded or updated by the <i>Supplier</i> including those referred to in Annex 1 Cost Capture Data Requirements, or • required to substantiate or demonstrate validity of the above. • Project Bank Account Tracker referred to in Appendix 13, section 5.3.
	10.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Supplier</i> is required to obtain photographs including progress photographs
	11.	All correspondence with <i>Supplier</i> , Subcontractors and Others.	
	12.	Land Ownership & Land Management (Lot 12 only)	
6.21.4	The <i>Supplier</i> may from time to time agree with the <i>Client</i> alternative acceptable formats in which the <i>Supplier</i> maintains records, taking into account advances and other developments in information systems. The <i>Supplier</i> implements any changes as agreed with the <i>Client</i> .		
6.21.5	The <i>Supplier</i> creates, maintains and provides (and ensures that any subcontractors create and provide) such records that are necessary to perform its obligations under the framework contract and any Work Orders.		

6.21.6	Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the <i>Client</i> .
6.21.7	<p>The <i>Supplier</i> retains all electronic and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the <i>Client</i> or Auditor General. The <i>Supplier</i> makes the records available for inspection by the <i>Client</i> and Auditor General at all reasonable times and provides copies of these records at regular intervals as agreed with the <i>Client</i>.</p> <p>The <i>Supplier</i> retains records in line with the latest <i>Client's</i> "Retention Policy" which if amended is cascaded for implementation.</p> <p>The <i>Supplier</i> also maintains records in line with any statutory record keeping responsibilities and until expiry of the Work Order or termination of the framework contract (unless the <i>Client</i> agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.</p>
6.21.8	The <i>Supplier</i> keeps documents and information obtained or prepared by the <i>Supplier</i> or any subcontractor in connection with the contract for a period of 12 years after the <i>defects date</i> .
6.21.9	The <i>Supplier</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Supplier</i> or any subcontractor (at any stage of remoteness from the <i>Client</i>) in connection with the contract.
6.21.10	The <i>Supplier</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
6.21.11	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the <i>Supplier</i> .
6.21.12	The <i>Supplier</i> records efficiencies within an Efficiency Register, updates and submits the Efficiency Register to the <i>Client</i> on a monthly basis.
6.22 Take over and mergers	
6.22.1	<p>If the <i>Supplier</i> (or, where the <i>Supplier</i> is a joint venture, any Consortium Member) is taken over by, or merges with, another <i>Supplier</i> (or an Associated Company of another <i>Supplier</i>) on the Framework Contract</p> <ul style="list-style-type: none"> • the <i>Supplier</i> immediately notifies the <i>Client</i>, • the <i>Supplier</i> explains to the <i>Client</i> how the takeover or merger will affect the corporate structure and financial standing of the <i>Supplier</i>, the other <i>Supplier</i> and any Guarantor,

	<ul style="list-style-type: none"> the <i>Client</i> consults with the <i>Supplier</i> as to which of the framework contract or Work Order should be terminated, and pending termination of either framework contract or Work Order, the <i>Client</i> may decide to exclude the <i>Supplier</i> from any allocation procedure for a Work Order that it would otherwise have issued (or been obliged to issue) to the <i>Supplier</i>. 																				
6.23 Reporting for Small and Medium-sized Enterprises (SMEs)																					
6.23.1	<p>For each Small, Medium or Micro Enterprise (SME) employed on the contract, as defined in the table below:</p> <table border="1" data-bbox="480 651 1305 981"> <thead> <tr> <th>Company category</th> <th>Staff headcount</th> <th>Turnover</th> <th>or</th> <th>Balance sheet total</th> </tr> </thead> <tbody> <tr> <td>Medium size</td> <td><250</td> <td>< £50 m</td> <td></td> <td>< £43 m</td> </tr> <tr> <td>Small</td> <td><50</td> <td>< £10 m</td> <td></td> <td>< £ 10 m</td> </tr> <tr> <td>Micro</td> <td><10</td> <td>< £2 m</td> <td></td> <td>< £ 2m</td> </tr> </tbody> </table>	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
Company category	Staff headcount	Turnover	or	Balance sheet total																	
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Small	<50	< £10 m		< £ 10 m																	
Micro	<10	< £2 m		< £ 2m																	
	<p>The <i>Supplier</i> reports to the <i>Client</i> each quarter from the date the Framework Contract came into existence until the <i>end date</i></p> <ul style="list-style-type: none"> 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 Framework Contract came into existence. 																				
6.23.2	<p>The <i>Supplier</i> acknowledges that the <i>Client</i> may</p> <ul style="list-style-type: none"> publish the information supplied under the section, along with the <i>Supplier's</i> 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 <i>Supplier's</i> name or the contract. 																				
6.23.3	<p>The <i>Supplier</i> ensures that the <i>conditions of contract</i> for each subcontractor who is an SME includes</p> <ul style="list-style-type: none"> a term allowing the <i>Client</i> to publish the information supplied under this section, and obligations similar to those set out in this section. 																				

6.23.4	The <i>Supplier</i> ensures that the <i>conditions of contract</i> for each subcontractor include a requirement that the <i>conditions of contract</i> for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.
6.24 Pensions	
6.24.1	<p>Specific defined terms (not defined in Appendix 1) are:</p> <ol style="list-style-type: none"> 1) <i>Supplier's</i> Alternative Pension Plan is the pension scheme established or nominated by the <i>Supplier</i> for the purposes of paragraph 6.24.9 and 6.24.10 and which satisfies the conditions set out in paragraph 6.24.9. 2) <i>Supplier's</i> Pension Plan is the pension scheme established or nominated by the <i>Supplier</i> for the purposes of 6.24.2 and which satisfies the conditions set out in paragraph 6.24.3. 3) Original Scheme is the Local Government Pension Scheme or such other public service pension scheme as was applicable.
6.24.2	<p>The <i>Supplier</i> ensures that any Transferring Employees</p> <ul style="list-style-type: none"> • who were originally employed by a public-sector Client in providing services similar to the service and were members of the Original Scheme, • whose employment transferred to a private sector Client pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 1981 or TUPE and who have been continuously employed in providing services similar to the service up to the <i>go live date</i>, • who immediately before the <i>go live date</i> are members of the Outgoing Supplier's Pension Scheme <p>automatically become members of the <i>Supplier's</i> Pension Plan on and from the <i>go live date</i> and (except in the case of any such Transferring Employee who opts out of membership of the <i>Supplier's</i> Pension Plan in writing in a form approved by the <i>Client</i>) remain members of the <i>Supplier's</i> Pension Plan throughout the period of their employment in connection with providing the works or providing the services.</p>
6.24.3	<p>The <i>Supplier</i> ensures that the <i>Supplier's</i> Pension Plan</p> <ul style="list-style-type: none"> • is a registered pension scheme for the purposes of the Finance Act 2004, • is a scheme which (in the opinion of the Government Actuary's Department acting in accordance with its Statement of Practice) is a broadly comparable scheme to the Original Scheme assessed at the point the Transferring Employees left the Original Scheme, or with

	<p>the <i>Client's</i> agreement assessed at the <i>go live date</i> on the basis that the Transferring Employees had remained active members of the Original Scheme, and</p> <ul style="list-style-type: none"> • is a scheme which satisfies all of the <i>Supplier's</i> benefit obligations under TUPE and the Pensions Act 2004.
6.24.4	<p>The <i>Supplier</i> submits such documents and information as the <i>Client</i> may reasonably require to enable the <i>Client</i> to satisfy itself that the <i>Supplier's</i> Pension Plan complies with the requirements of paragraph 6.24.3 and the <i>Supplier</i> delivers a GAD Certificate to the <i>Client</i> no later than 2 months after the <i>go live date</i>.</p>
6.24.5	<p>Unless the prior written consent of the <i>Client</i> is given, the <i>Supplier</i></p> <ul style="list-style-type: none"> • complies with the requirements of the Pensions Act 2004, the Occupational Pension Schemes (Member-Nominated Trustee and Directors) Regulations 2006, the Pension Regulator's Code of Practice no 8 (member-nominated trustee and directors - putting in place and implementing arrangements) and all other applicable legislative or regulatory requirements insofar as they relate to the appointment of member nominated trustees or directors, • ensures that the <i>Supplier's</i> Pension Plan contains a provision requiring that no amendment to the <i>Supplier's</i> Pension Plan can be made in respect of the Transferring Employees referred to in paragraph 6.24.2 which could reduce the value of the accrued benefits of any such Transferring Employee (or any beneficiary claiming by or through them), such value to be calculated on a basis which allows for service (including, but not restricted to, service credited following transfers of assets to the outgoing <i>Supplier's</i> Pension Scheme from other pension schemes) to the date upon which the power to amend is exercised and the expected future growth in earnings of the Transferring Employee in question as determined by the trustees of the <i>Supplier's</i> Pension Plan from time to time having consulted the Appointed Actuary, and • ensures that the <i>Supplier's</i> Pension Plan contains a provision requiring that the transfer value payable in respect of any Transferring Employee referred to in paragraph 6.24.2. or any group of such Transferring Employees who leaves the employment of the <i>Supplier</i> as a result of the transfer of any undertaking which is part or the whole of an undertaking transferred to the <i>Supplier</i> under this contract is a value reflecting expected future increases in salary of such Transferring Employee or Transferring Employees concerned and will, as a minimum, be no less (in the opinion of the Government Actuary's Department) than the transfer value calculated on the same, or a more generous basis as that used to calculate the transfer

	value to the <i>Supplier's</i> Pension Plan as provided for in paragraph 6.24.7.
6.24.6	If the transfer payment paid by the trustees or administrators of the <i>Supplier's</i> Pension Plan is less (in the opinion of the Government Actuary's Department) than the transfer payment which would have been paid, the <i>Supplier</i> will pay to the receiving scheme the amount of the difference.
6.24.7	The <i>Supplier</i> procures that the <i>Supplier's</i> Pension Plan will accept a bulk transfer from the trustees or administrators of the Outgoing Supplier's Pension Scheme or the Original Scheme (as appropriate) on terms agreed between the actuary to the Outgoing Supplier's Pension Scheme or the actuary to the Original Scheme (as appropriate) and the Appointed Actuary in respect of all of the Transferring Employees referred to in paragraph 6.24.2. who become members of the <i>Supplier's</i> Pension Plan and requests the trustees or administrators of the Outgoing Supplier's Pension Scheme or the Original Scheme to make such a transfer in respect of them. The <i>Supplier</i> further procures that, in the cases of Transferring Employees in respect of whom a bulk transfer is made, the benefits granted under the <i>Supplier's</i> Pension Plan in respect of pensionable service before the <i>go live date</i> are granted on the equivalent of a day for day service credit basis or the actuarial equivalent thereof as agreed between the appropriate actuary and the Appointed Actuary.
6.24.8	<p>If any of the Transferring Employees referred to in paragraph 6.24.2. has his employment terminated by the <i>Supplier</i> for reasons of redundancy or operational efficiency during the <i>service period</i>, the <i>Supplier</i> (to the extent that the relevant benefit has not been provided under any other provision of the contract)</p> <ul style="list-style-type: none"> • uses best endeavours to procure that an amount, equivalent to any additional pension benefits which would have been paid to the Transferring Employee from the Original Scheme had they remained in service with its previous public-sector Client and been made redundant by that Client on the date on which its employment is terminated by the <i>Supplier</i>, is paid from the <i>Supplier's</i> Pension Plan, • if the <i>Supplier</i> is unable to procure the additional benefits from the <i>Supplier's</i> Pension Plan, pays compensation to the Transferring Employee which is equivalent in terms of value and manner of payment to that which would have been paid from the <i>Supplier's</i> Pension Plan, and • procures the payment of any benefit other than on redundancy or for reasons of operational efficiency which is not an old age invalidity or survivors' benefit either through the relevant <i>Supplier's</i> pension scheme or, if that is not possible, by paying compensation, where the

	<p>obligation to do so has transferred to the <i>Supplier</i> under TUPE, on the same basis as that which applies on redundancy.</p>
6.24.9	<p>The <i>Supplier</i> ensures that any Transferring Employees who immediately before the <i>go live date</i> are members of the outgoing Supplier's (non-Government Actuary's Department certified) pension scheme and who were not members of the Original Scheme automatically become members of the <i>Supplier's</i> Alternative Pension Plan on and from the <i>go live date</i> (except in the case of any such Transferring Employee who opts out of membership of the <i>Supplier's</i> Alternative Pension Plan in writing in a form approved by the <i>Client</i>) remain members of the <i>Supplier's</i> Alternative Pension Plan throughout the period of their employment in connection with providing the works or providing the services.</p>
6.24.10	<p>The <i>Supplier's</i> Alternative Pension Plan is</p> <ul style="list-style-type: none"> • a registered pension scheme for the purposes of the Finance Act 2004 and • a scheme which, as a minimum, fulfils the <i>Supplier's</i> benefit obligations under TUPE and the Pensions Act 2004.
6.24.11	<p>Where the employment of any Transferring Employee is transferred to a subcontractor, the <i>Supplier</i> procures that the subcontractor</p> <ul style="list-style-type: none"> • complies with the requirements of paragraphs 6.24.3 to 6.24.6 in relation to any Transferring Employee to whom paragraph 6.24.2 applies and complies with the requirements of paragraph 6.24.9 in relation to any Transferring Employee to whom paragraph 6.24.8 applies (as the case may be), and • imposes similar requirements on any subsequent transferee of the Transferring Employees.
6.24.12	<p>The <i>Supplier</i> ensures that no announcement (whether or not in writing) is made by the <i>Supplier</i> or any subcontractor to the Transferring Employees without the consent in writing of the <i>Client</i>.</p>
6.24.13	<p>The <i>Supplier</i> indemnifies the <i>Client</i> and holds it harmless at all times from any reasonable costs or losses suffered or incurred by it arising from claims by Transferring Employees or by trade unions, elected Transferring Employee representatives or staff associations in respect of all or any Transferring Employees which</p> <ul style="list-style-type: none"> • relate to pension rights in respect of periods of employment on or after the <i>go live date</i>, or • arise out of the failure of the <i>Supplier</i>, any subcontractor or any subsequent transferee of the Transferring Employees to comply with the relevant provisions of this section 6.24.

6.25 Data Protection	
6.25.1	The <i>Supplier</i> complies with the data protection requirements in Appendix 14 .
6.26 Project Bank Account	
6.26.1	The <i>Supplier</i> complies with the requirements for a Project Bank Account as set out in Appendix 13 .
6.27 Transfer of Rights (IPR)	
6.27.1	The <i>Supplier</i> acquires no rights over material prepared for the design of the works.
6.27.2	The <i>Supplier</i> grants to the <i>Client</i> licences to use, modify and develop the <i>Supplier's</i> Supplier Background IPR for any purpose relating to the works (or substantially equivalent works) its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
6.27.3	The <i>Supplier</i> procures a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's <i>Supplier</i> Background IPR for any purpose relating to the works, (or substantially equivalent works), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
6.27.4	The <i>Client</i> does not acquire any ownership right, title or interest in or to the <i>Supplier</i> Background IPR.