



Framework: Client Support Framework
Supplier:
Company Number:

Geographical Area: Midlands
Project Name: Severn Valley - Cost Manager and Contract Manager
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: [REDACTED]

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name Severn Valley - Cost Manager and Contract Manager

Project Number [REDACTED]

This contract is made on 01 December 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Cost and Contract Management Support SVWMS_03 - 10/11/20

Part One - Data provided by the Client
**Statements given in
all Contracts**

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main [REDACTED]
Optio [REDACTED]

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service is* Contract to supply a cost and contract manager for the Severn Valley Water Management Scheme

The *Client is* [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Service Manager is* [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Scope is in*
Cost and Contract Management Support SVWMS_03 - 10/11/20

The *language of the contract is* English

The *law of the contract is*
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply is* 2 weeks

The *period for retention is* 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met *key date*
 'none set' 'none set'
 'none set' 'none set'
 'none set' 'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is ██████████

The *Client* provides access to the following persons, places and things access *access date*

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is ██████████

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is ██████████ per annum (not less than 2) above the Base Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

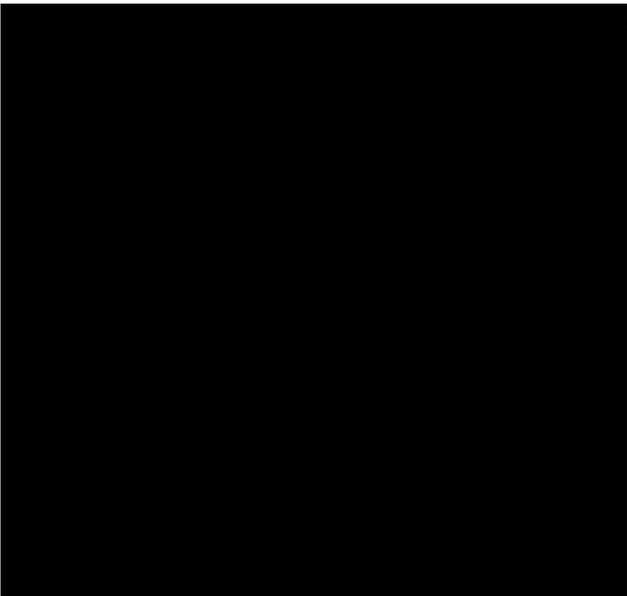
8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

ON OF THE WHOLE OF THE SERVICE OR TERMINATION



Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant*'s failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant*'s project team.
- Additional costs or delays incurred due to *Consultant*'s failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant*'s involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager*'s reasonable instructions or wholly outside the scope of the *Consultant*'s duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the *Service Manager* in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

2

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

[REDACTED]

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

[REDACTED]

The *end of liability date* is
Completion of the whole of the *service*

[REDACTED]

after the

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term

beneficiary

Part Two - Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is

Name and company number



Address for communications



Address for electronic communications

The fee percentage is



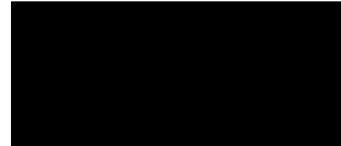
The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience



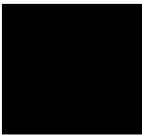
The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience



The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience



The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities

Qualifications
Experience

The following matters will be included in the Early Warning Register

Availability of the named resource

No expenses included in the forecast; these will be charged in accordance with the Framework requirements

3 Time

The programme identified in the Contract Data is

As CD Part 1

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [Redacted]
Address for [Redacted]

Address for [Redacted]

Name (2) [Redacted]
Address for [Redacted]

Address for [Redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

Name and address etc. of *Consultant*

l address for communications

Enter email address

ect Construction Value

The *fee percentage* is

e (1)

Name the *key persons* to be working on the contract

onsibilities
ifications
rience

e (2)

onsibilities
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e (3)

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e (5)

onsibilities
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rience

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

programme identified in the Contract Data is;

This is optional and is inserted if a programme is being initially provided

ast of the total Defined Cost plus the Fee

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	Severn Valley Water Management Scheme
Project SOP reference	██████████
Contract reference	project_
Date	10th November 2020
Version number	0.3
Author	██████████

Revision history

Revision date	Summary of changes	Version number
4 th November 2020	First Draft	0.1
5 th November 2020	For Review	0.2
10 th November 2020	Tender Issue	0.3

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Introduction

1.1 Background

As evidenced by the most recent floods in February 2020 (Storm Ciara and Storm Dennis), large areas of the West Midlands' urban centres along the River Severn are at significant risk of flooding including Shrewsbury, Ironbridge, Bridgnorth, Bewdley and Worcester.

The aspiration for the Severn Valley Water Management Scheme (WMS) is to primarily:

- Reduce the flood risk to over 2000 residential properties from Shrewsbury to Worcester.
- Reduce operational cost and risk of frequent barrier deployment at sites including Shrewsbury, Ironbridge and Bewdley.
- Work in partnership to unlock development opportunities and support economic growth in areas of Shropshire, Worcestershire and Gloucestershire by tackling the significant flood risk posed by the River Severn; and
- Provide large scale ecological benefits upstream.

The Environment Agency, enabled by the coordinated approach of the River Severn Partnership, is taking the opportunity presented by Shropshire Council's proposed construction of the North West Relief Road around Shrewsbury, to consider a major scheme that could achieved the aspirations above.

This catchment wide approach, raised by MP for Shrewsbury, Daniel Kawczynski at a Parliamentary debate on 11th March 2020, aligns with the aspirations of the River Severn Partnership to invest in infrastructure which offers multiple benefits and unlocks sustainable development.

A feasibility study has been undertaken by the EA's Collaborative Delivery Framework (CDF) partner Arup. This feasibility study suggests that a viable scheme is possible and so we are now taking the next steps towards understanding the risks and opportunities through development of a Strategic Outline Case (SOC) and undertaking appropriate investigations to give us knowledge and confidence in the required works.

1.2 Objectives of the project (project outcomes)

Investment objectives for this scheme have been drafted following consultation of core stakeholders. They are in the process of being agreed but are summarised as follows:

- Reduce flood risk
- Contribute to securing future water supply
- Create something innovative and educational
- Support future growth and development
- Deliver long term sustainability and environmental enhancement

1.2 Objectives of the commission (outcomes)

This specific commission seeks to work towards the following outcomes:

- For a Contract Administrator to support the *Client's* Project Manager and the wider project team in scope control and contract management of PSC contracts.
- For an ECC Project Manager to support the *Client's* Project Manager and the wider project team in scope control and contract management of ECC contracts.
- For a Cost Manager to support the *Client's* Project Manager and the wider project team in cost control and forecast management
- To achieve the above in relation to the core scope and investigations required until Summer 2021, with the potential for extension should the scheme proceed beyond this date.

- To seek growth and development in the scheme delivery and to provide continuity into the projects future needs of contract and cost management.

It is envisaged that the *Consultant* will undertake this commission through a single person acting as both Contract Administrator and ECC Project Manager (initially combined input estimated at 2 days per week) and through a further person acting as cost manager (initial input estimated at 1 day per week). However, the *Consultant* is at liberty to offer the most effective and efficient way of delivering the *Services*.

This project is a large and complex one and so, when safe and reasonable to do so, it is anticipated that site attendance will be required. Initially we feel it is reasonable to expect that any single person would need to be on site in Shrewsbury one day per fortnight. This need will vary (and likely expand overall) as the project develops.

2 Project team

The project team for the development of the Severn Valley WMS is set out in the organogram below.



3 *Consultant* provides the services

Contract Administrator - Scope Control and contract Management for Professional Services

1. Support the *Client's* project manager by carrying out the duties of Client as required by the *Client's* NEC4 Professional Services Contract. The Contract Administrator is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project. The Contract Administrator is to carry out their duties strictly in accordance with the *Client's* version of the PSC.
2. If the Contract Administrator believes it is necessary to act other than strictly in accordance with the Contract the Contract Administrator seeks and obtains written confirmation in advance from the *Client's* project manager or project executive.
3. The Contract Administrator reports monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in this *Client's* NEC4 Professional Services Contract.
4. The Contract Administrator attends all project progress meetings and commercial meetings as advised by the *Client*.

5. The Contract Administrator participates in the *Client's* monthly progress reporting, as directed by the *Client*.

ECC Project Manager (ECC PM) - Scope Control and contract Management for Investigations

6. The *Consultant* undertakes the role of ECC PM as required by the *Client's* NEC4 Engineering and Construction Contract under which site investigations (including Ground Investigation) will be carried out. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project. The ECC PM is to carry out their duties strictly in accordance with the *Client's* version of the ECC.
7. If the ECC PM believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager or project executive.
8. The ECC PM reviews the scope of the proposed investigations and provides comments and thoughts on the contract and the effective ways of delivering the Services.
9. The ECC PM reports monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in this *Client's* NEC4 Professional Services Contract.
10. During administration of the contract the ECC PM chairs all contract progress meetings, produce and distribute meeting minutes. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413_13_SD13]. The ECC PM shall inform the *Client's* project manager of proposed agendas in advance of each meeting.
11. In addition during the construction period the ECC PM reports monthly on the construction works using the Client's Monthly Work Progress Summary (MWPS) [Client document ref 413_13_SD15] and Tracker Schedule for early warnings, notification of compensation events and compensation events. Post-construction this report should be updated when changes (e.g. to costs, forecasts, defect corrections, etc...) occur.
12. The ECC PM shall administer Contractor submissions in accordance with the ECC contract, including, for design submissions, the following:
 - Within four weeks of ECC award agree with the Contractor and maintain a schedule of Contractor submissions. The ECC PM shall issue the schedule to relevant parties.
 - For Contractor's submissions, obtain both the ECC Supervisor's and CDM PD's confirmation of compliance with the ECC contracts or justified statement from the Supervisor of non-compliance.
 - Also for Contractor's submissions, obtain the *Client's* project manager and senior user's commentary.
13. The *Consultant* as ECC PM shall also provide the following services for this project:
 - Chair weekly ECC Early Warning Register meetings.
 - Chair quarterly lessons learnt workshops and report to the *Client* project manager and Contractor lead within one week of the workshop.
 - Prepare an efficiency register, review and update it quarterly and report to the *Client's* project manager.
 - Co-ordination of performance assessment/KPIs and reporting quarterly.
 - Report quarterly to the *Client's* project manager on the Contractor's performance in terms of compliance with the ECC contract.
14. The *Consultant* as ECC PM shall adhere to the following financial requirements:
 - NEC4 ECC compensation event financial limits:
 - i. Inform *Client* project manager of ECC PM recommendation between £50k and £100k;
 - ii. Obtain *Client* project manager sign-off for ECC PM recommendation between £100k and £200k;
 - iii. Obtain *Client* project Board sign-off, via *Client* project manager, for ECC PM recommendation above £200k. Allow five working days for Board review.
 - Certifying NEC4 ECC payments:

- i. ECC PM shall assess and sign-off all and submit to *Client* project manager;
- ii. ECC PM shall allow two days for *Client* project manager sign-off;
- iii. ECC PM shall allow three days for additional *Client* approval for certifying any single monthly payment greater than £1m and below £2m;
- iv. ECC PM shall allow four days for additional *Client* approval for certifying any single monthly payment greater than £2m.

Project Cost Management Services

15. The *Consultant* provides cost management services to support the delivery of the project. This includes, but is not limited to:

- Provision of commercial support/advice/guidance throughout the project to minimise cost and scope changes throughout the project life cycle.
- Ensure efficiency is a priority on the project and assist the *Client* by validating financial information for the Efficiency register.
- Track project costs against approved values and current forecasts each of the principle cost headings (e.g. *Client* internal costs, supplier consultancy costs, supplier construction costs, third party costs (land/compensation), risk, and other costs) and report back to the *Client* in line with the *Client's* monthly reporting schedule
- Update the project schedule in Projects Online (POL) ahead of the monthly reporting deadline (Note this role will require the *Consultant* to have access to MS Project Professional 2016).
- Support the *Client* and project team in the assessment of cost submissions.
- Track costs against awarded values for PSC and ECC contracts.
- Support the ECC Project Manager in carrying out their duties under the NEC4 ECC by assessing Early Warnings and Compensation Events.

4 Definition of completion and defects

Completion is only achieved when all of the *services* have been provided and accepted by the *Client*.

A Defect is any *service* provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any *service* which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their *services* is consistent with their quality plan.

5 Constraints on how the *Consultant* provides the services

The *Consultant* is not to delegate their duties or powers.

6 Standards to be achieved

6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards.

6.2 Co-operation with the Principal Designer

There will be a Principal Designer for this scheme. The Principal Designer duties will include for a review of any site-based works and notifying the HSE of these, as well as a review of any

design. The Principal Designer will comment and include for any work required following review. The Contract Administrator and the ECC Project Manager will obtain written confirmation from the *Client's* Project Manager or Project Executive before ensuring that any instructions from the Principal Designer are properly administered. The Contract Administrator, the ECC Project Manager and the project cost manager shall co-operate with the Principal Designer.

6.3 Specifications or standards to be used

In managing the Contract the Contract Administrator and the ECC PM should make full use of the *Client's* PSC and ECC standard commercial and contract forms that have been developed for this purpose. The Contract Administrator, the ECC PM and the cost manager are to make full use of the *Client's* web-based project collaboration tool (Projects Online). Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

7 Requirements of the programme

7.1 Programme

The Start Date for the works December 2020.

The Completion Date for the works is 30 September 2021. This is the current anticipated end date of the next round of project deliverables. Should the programme extend owing to ongoing viability of the project as business cases progress then the *Client* is likely to seek an extension to the commission.

The *Consultant* shall provide a detailed project plan in Microsoft Project format version 2016 meeting all requirements of Cl.31 of the *Conditions of Contract*. A baseline plan shall be provided for the first project meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. It shall include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.

8 Services and other things provided by the *Client*

8.1 Contract to be administered

The *Client* will provide an electronic copy of the contracts to be administered by the *Consultant*. This will include a copy of the agreed scope. Other information referred to in the contract will be available on ASite.

8.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web-based Project Collaboration Tool (ASite).

8.3 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

8.4 Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* project manager.

8.5 Timesheets

Timesheets as normally utilised by the *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

8.6 Payment procedure

Payment is subject to the procedure agreed in or under the framework.

8.7 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.