

- 6.7.8 The MSA Net Total price for each section of each of the individual MSA worksheets is carried forward to the Summary worksheet.
- 6.7.9 The Tenderer completes the Commercial Workbook on the basis of delivering ESS at all MSA sites by the end of September 2023
- 6.7.10 Tenderers must price all items (rates, percentages and prices).
- 6.7.11 For each item priced in the Commercial Workbook, the Tenderer provides a detailed, priced Resource Schedule using the template provided in the Commercial Documents folder. Alternatively, where the tenderer uses estimating software for pricing (e.g. Candy, Causeway or similar), a direct output PDF and excel file from the software can be provided so long as it includes, as a minimum, the same level of detail as the Resource Schedule.
- 6.7.12 Tenderers rates and prices must be sustainable and inclusive of all components of forecast Defined Cost that will be incurred in delivering the works and services.
- 6.7.13 Where the Tenderer intends to use Subcontractor resource to provide work or services, the Tenderer completes the Subcontractor Quote and Comparison template provided in Appendix N. A separate Subcontractor Quote and Comparison template must be completed for each MSA site where the Tenderer proposes to use Subcontractor resource to deliver work or services.
- 6.7.14 All rates and prices provided by the Tenderer are in Pounds sterling and pence.
- 6.7.15 Tenderers rates and prices exclude VAT.
- 6.7.16 Tenderers rates and prices exclude Fee.
- 6.7.17 Fee is the amount calculated by applying the *fee percentage* to the amount of Defined Cost.
- 6.7.18 The *fee percentage* is fixed for the duration of the Contract and will apply to all works and services delivered under the Contract.
- 6.7.19 Fee includes all costs that are not included in the Tenderer's Defined Cost together with profit and any allowance for risk.
- 6.7.20 The tendered total of the Prices is the Tenderer's comprehensive price for everything necessary to meet the relevant sections of the Scope, the Client's Requirements, and all other obligations under the Contract.
- 6.7.21 Tenderers must price all items separately and to two decimal places.

6.7.22 Tenderers are not permitted to:

- a) price any item within another item;
- b) cross subsidise any item within any other item;
- c) make any assumptions regarding the use or relevance of any item; or
- d) duplicate any price.

6.7.23 Tenderers who price on any other basis and/or make any such assumptions may have their Tender excluded.

6.7.24 Where an item rate or percentage is priced as zero, the Tenderer must provide a detailed explanation in a separate document returned in the Commercial envelope.

6.7.25 For each item in the Commercial Workbook where the work or service is delivered on site at the Motorway Service Area, the rates and prices provided by the Tenderer is its forecast Defined Cost to deliver the work or service between Monday to Friday (07:00hrs to 19:00hrs) based on an eight (8) hour working shift.

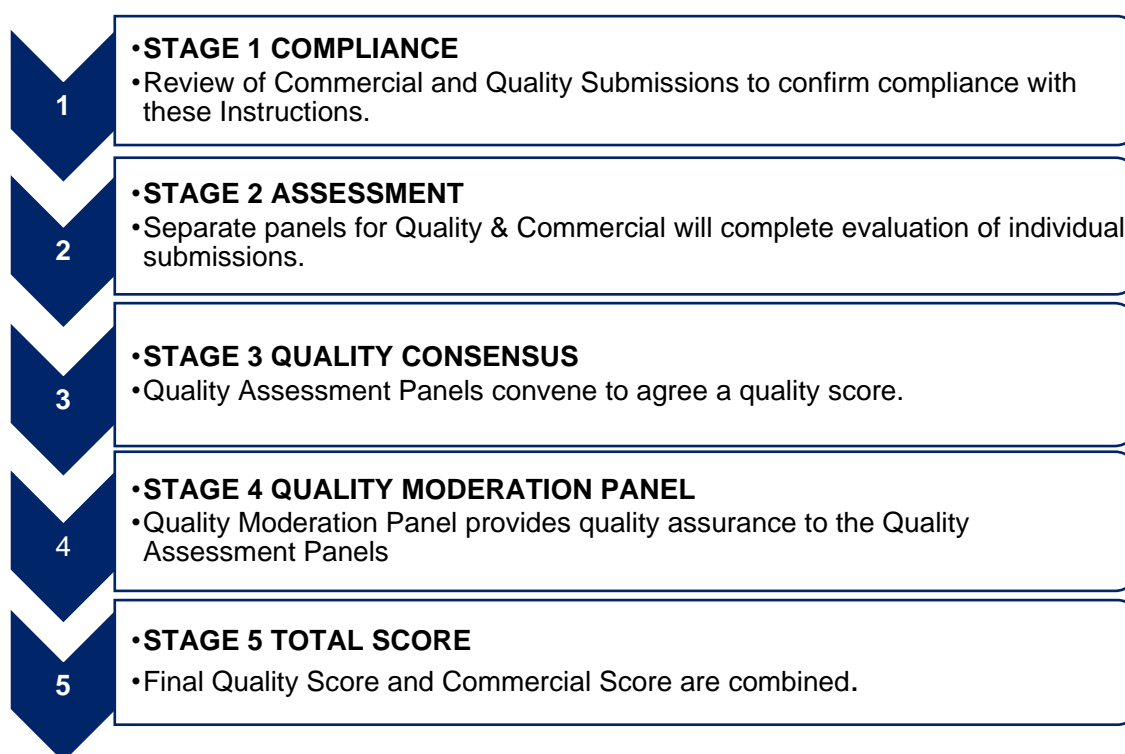
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

7.1.1 The Tender assessment procedure identifies the Most Economically Advantageous Tender to National Highways by first assessing the Submissions for compliance then calculating the Quality Score and the Commercial Score and combining them in the ratio of 70% (Quality – including Social Value) and 30% (Commercial).

7.1.2 The assessment of Tenders will be carried out in the five stages shown in **Figure 1**:

Figure 1 Tender Assessment Procedure Stages



7.2 Stage 1 - Compliance

7.2.1 In this stage National Highways undertakes an initial check for Tender completeness and compliance, including that:

- a) a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;
- b) the submitted documents and submissions are without qualification;
- c) that no further documents were submitted beyond those required; and
- d) the page count in the Quality Submission has not been exceeded.

7.2.2 National Highways reserves the right to exclude a Tender that does not meet the conditions in paragraph 7.2.1(a) – (c) and will ignore any pages in excess of the page count.

7.3 Stage 2 - Assessment

7.3.1 National Highways reserves the right to seek clarification of any part of a Tender to assist in its consideration of the Tender but shall be under no obligation to do so. It is the responsibility of Tenderers to ensure their Tender is free of errors and complies with these Instructions.

Commercial Assessment

7.3.2 The Commercial Assessment Panel will assess the Commercial Submission provided by the Tenderer using the two-step process described in paragraphs 7.3.3 to 7.3.14 of these Instructions.

Step One: Commercial Compliance

7.3.3 The Commercial Assessment Panel is completely independent of the Quality Assessment Panel, and no documents or information is shared between the panels.

7.3.4 The Commercial Assessment Panel will check that Tenderers have submitted the Commercial Workbook in accordance with these Instructions and the guidance notes in the Commercial Workbook.

7.3.5 If the Commercial Assessment Panel wishes to request clarification, the Procurement Officer shall issue a request for clarification to the Tenderer through the e-Sourcing Portal.

7.3.6 The Commercial Assessment Panel may ask to be provided with evidence to demonstrate that any element of the pricing information returned in the Commercial Submission is fully justified.

7.3.7 Examination of documents by National Highways may detect mathematical errors in computation that may undermine the reliability of the Tender. National Highways will highlight these errors to the Tenderer, so they can be corrected.

Step Two: Commercial Assessment

7.3.8 Commercial Scores will be calculated using pricing submitted as part of a compliant bid only. The Commercial Assessment Panel will determine a Commercial Score for each compliant Tender.

7.3.9 The Commercial Assessment Panel will determine a total Price for each Tender on the basis of the sum of the components listed in a) to c) below:

- a) the sum of the Prices for Section A – supply, install and commission activities for all of the MSA sites; plus
- b) the sum of the Prices for Section B – operation, maintenance and decommissioning activities for all of the MSA sites; plus
- c) Fee calculated by applying the tendered *fee percentage* to the sum of the Prices for Section A and Section B activities.

7.3.10 The total Price will be converted into a Commercial Score. The maximum Commercial Score will be awarded to the Tenderer with the lowest total Price.

7.3.11 The maximum Commercial Score that may be awarded for any Tender is 30 marks. The Commercial Score for other Tenderers is calculated by deducting from 30 the percentage variance by which their total Price including Fee (Tx) is above the lowest total Price including Fee (TL) using the formula:

$$\text{Commercial Score for other Tenderers} = (1 - (Tx - TL) / TL) \times 30 \text{ marks}$$

Table 4 Commercial Score

	Tenderer A	Tenderer B	Tenderer C	Tenderer D
Total Price	13,390,643.70	14,972,195.00	11,931,161.00	11,952,968.00
	Tx	Tx	TL	Tx
Commercial Score	26.33	22.35	30.00	29.95

7.3.12 There will be no negative scoring, so the minimum possible Commercial Score is zero.

7.3.13 The Commercial Score is calculated to two decimal places. A worked example is provided in **Appendix G**

7.3.14 If the Tenderer with the highest Total Score is excluded from the competition, then the Commercial Scores for other Tenderers will be re-calculated in accordance with paragraph 7.3.11.

Quality Assessment (including Social Value)

7.3.15 Quality Criteria

7.3.16 The Quality Score criteria are detailed in **Table 3** below.

Table 3 Quality sub-criteria

Award criterion	Weighting of Total Score	Question Number	Sub-Criterion	Sub-criterion Weighting
Quality	70%	1	Safe delivery and operation (Health, Safety and Wellbeing)	25%
		2	Effective delivery, risk identification and mitigation	25%
		3	Quality – Technical solution	25%
		4	Social Value	15%
		5	Stakeholder engagement and collaboration	10%

7.3.19 Assessment of the Quality Submission will be undertaken by the members of the Quality Assessment Panel who will evaluate and score in accordance with the evaluation methodology as set out in **Appendix D - Quality Scoring Matrix**.

7.3.20 Members of the Quality Assessment Panel, working independently, assess the response to the Quality Questions allocated, which will be deemed to be draft scores, based wholly on the contents of the written Quality Submission, and any associated clarifications.

7.3.21 If an individual member of a Quality Assessment Panel wishes to request clarification from a Tenderer, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.

7.3.22 The individual members of the Quality Assessment Panel award a draft score to the response to each Quality Question in accordance with the procedures specified in these Instructions and record their individual scores and rationale for each of the scores.

7.3.23 Following the recording of the individual members of the Quality Assessment Panel draft scores, a Quality Consensus meeting will be held in accordance with section 7.4.

7.4 Stage 3 - Quality Consensus

- 7.4.1 Members of the Quality Assessment Panel meet to agree a quality score and rationale for each Quality Question.
- 7.4.2 Each of the individual members of the Quality Assessment Panels will present their rationale and scoring. The session will be independently facilitated by a representative of National Highways' procurement team to reach an agreed consensus score and rationale for each Quality Question.
- 7.4.3 If the during the Quality Consensus meetings the Quality Assessment Panel members wish to request clarification before they agree a consensus score, the Procurement Officer shall issue a request for clarification through the Sourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed consensus score and rationale.
- 7.4.4 Following the conclusion of the Quality Consensus meetings, the Quality Assessment Panel's consensus notes containing the quality scores and rationale for each Quality Question are presented to the Quality Moderation Panel in accordance with section 7.5.

7.5 Stage 4 - Quality Moderation

- 7.5.1 The Quality Moderation Panel provides challenge and assurance to the Quality Assessment Panel to ensure the score and rationale for each Tenderer's response to each of the Quality Questions follows the scoring methodology in **Appendix D** and that methodology has been consistently applied to all Tenderers.
- 7.5.2 The Quality Moderation Panel has access to all documents seen by the Quality Assessment Panel.
- 7.5.3 The Quality Moderation Panel is not permitted to adjust quality scores in any circumstances.
- 7.5.4 Where the Quality Moderation Panel identifies an inconsistent score, a lack of rationale to justify a score and/or a potential discrepancy in assessment, the Quality Moderation Panel will require the Quality Assessment Panel to reconvene and review the Quality Moderation Panel's concerns.
- 7.5.5 The reconvened Quality Assessment Panels will review the relevant quality score taking into account the Quality Moderation Panel concerns. The Quality Assessment Panels can either agree to amend the score and/or the rationale or confirm that the original score should remain

7.5.6 The Minimum Quality Thresholds will be applied in accordance with paragraph 7.5.7

Minimum Quality Thresholds

7.5.7 A Tender with a Total Quality Score of less than 60 will be excluded.

7.5.8 A Tender with a Quality Score of less than 6 for Question 1 (Safe Delivery and Operation) will be excluded.

7.6 Stage 5 - Total Score

7.6.1 The total Weighted Quality Score is combined with the Commercial Score to derive a Total Score for each Tender. The Tenderers' Total Scores will be calculated to two decimal places using Table 4 below.

7.6.2 The Total Score will be used to rank Tenderers. The following rules apply to the ranking process:

- Tenderers will be ranked from highest to lowest based on the Total Score;
- if Tenderers are tied on the same Total Score then the Tenderer with the highest total Weighted Quality Score, derived using Table 4, will take precedence;
- if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 1 (Safe Delivery and Operation), will take precedence;
- if Tenderers remain tied, then each Tenderer's scores for the remaining Quality Questions will be reviewed, working through these in order of question number set out in Table 4. The first Tenderer to achieve a higher score will take precedence.

7.6.3 The Tenderer who is ranked first following the application of the rules in paragraph 7.6.12 will be identified as the Lead Bidder.

Table 5 Total Score calculation

	Total Weighted Quality Score (/100) (i)	70%Total Weighted Quality Score (i)*0.7(ii)	30%Commercial Score (iii)	Total Score (/100) (ii)+(iii)
Tenderer A	75.00	52.50	26.33	78.83
Tenderer B	60.00	42.00	22.35	64.35
Tenderer C	90.00	63.00	30.00	93.00
Tenderer D	78.00	54.60	29.95	84.55

7.7 Abnormally Low Tender

- 7.7.1 If National Highways considers that a tender appears to be abnormally low, it reserves the right to conduct an investigation in accordance with Regulation 69 of the Regulations. National Highways reserves the right to undertake such an investigation at any stage during the tender process.
- 7.7.2 National Highways may exclude a tender where the evidence supplied as part of the abnormally low tender investigation does not satisfactorily account for the low level of price or costs proposed.

8 CONTRACT AWARD PROCEDURE

8.1 Award Procedure

- 8.1.1 National Highways reserves the right not to proceed to award a Contract under this procurement exercise.

8.2 Standstill period

- 8.2.1 National Highways will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with Regulation 86 of the Regulations.
- 8.2.2 The written feedback provided by National Highways to unsuccessful Tenderers in accordance with clause 8.2.1 will set out the reasons why their Tenders were unsuccessful, as required by paragraph 2.1.6 of the HELGA framework agreement.

8.3 Contract Award

- 8.3.1 The Tenderer identified for Contract award will be required to submit evidence to support its declarations in the Selection Questionnaire within the time stated. A check of the evidence which supports the answers given to the Selection Questionnaire will be carried out before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, National Highways reserves the right to reject the Tender.
- 8.3.2 If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in clause 8.3.1 then, subject to section 8 – Contract Award Procedure the Tenderer will be awarded the Contract.
- 8.3.3 If the Tenderer ranked first fails the Selection Questionnaire assessment as set out in clause 8.3.1, the Tenderer who is ranked second following Stage 5 – Total Score has its Selection Questionnaire evaluated in accordance with the process in clause 8.3.1. This process is repeated until the highest-ranked remaining Tenderer passes the Selection Questionnaire assessment.
- 8.3.4 The Tenderer identified for Contract award will be issued with the Agreement for execution. No Contract will exist until the Contract has been executed and completed.

Appendix A Document Register

The following documents are included with these Instructions

Document
Volume 0 - Instructions for Tenderers including:
These Instructions for Tenderers
Appendix A (Document Register)
Appendix B (List of Documents to be returned with Tender)
Appendix C (Contract Policy and Compliance Statement Requirements)
Appendix D (Quality Questions Scoring Matrix)
Appendix E (Quality Questions)
Appendix F (Resource Schedule)
Appendix G (Commercial Scoring Worked Example)
Appendix H (Quality Scoring Worked Example)
Appendix I (Commercially Sensitive Information Template)
Appendix J (Non-collusion Declaration Template)
Appendix K (Conflict of Interest Declaration Template)
Appendix L (Certificate of Compliance with HE Policies)
<div>Fair Payment Charter</div> <div>Supplier Counter Fraud, Bribery and Corruption Code of Conduct</div> <div>Armed Forces Covenant</div>
Appendix M (Bravo E-Tendering System Instructions)
Appendix N (Subcontractor Quote and Comparison template)
Appendix O (Tender Query form)

Volume 1 – Contract Documents including:	Location in Bravo:
Form of Agreement	Contract Documents
Form of Tender	Contract Documents
Contract Data Parts One and Two including Z Clauses	Contract Documents
Volume 2 - Scope and Annexes including:	
Scope	Scope Documents
Scope Annex 01 - Defined Terms	Scope Documents
Scope Annex 02 - Reference Documents	Scope Documents
Scope Annex 04 - BPSS	Scope Documents
Scope Annex 06 - People Strategy	Scope Documents
Scope Annex 08 - Data Protection	Scope Documents
Scope Annex 10 – MSA Site Information Pack	Scope Documents
Scope Annex 13 - Form of Novation (old Client to new Client)	Scope Documents
Scope Annex 14 - Form of Novation (old Contractor to new Contractor)	Scope Documents
Scope Annex 16 - Form of Parent Company Guarantee	Scope Documents
Scope Annex 18 – Decommissioning and Redeployment Requirements	Scope Documents
Scope Annex 19 – Operation & Maintenance Minimum Requirements	Scope Documents
Health & Safety Risk Register	Scope Documents
Volume 3 – Commercial Documents including:	Location in Bravo:

Commercial Workbook	Commercial Documents
Commercial Scoring Worked Example	Commercial Documents
Resource Schedule	Commercial Documents
Subcontractor Quote and Comparison template	Commercial Documents

Appendix B List of Documents to be returned with the Tender:

B.1 In the Technical Envelope – Section 1

Document to be returned	Number required
Form of Tender	1
Contract Data Part 2	1
Early Warnings Register	1
Operations and Maintenance proposal	1
Confirmation Tenderer will enter into a Parent Company Guarantee if required (see Appendix C paragraph C1)	1
Draft Legal Opinion concerning eligibility of non-UK registered companies (see Appendix C paragraph C2)	1
Policy statements:	
Confirmation that Tenderer supports use of SMEs as sub-contractors (see Appendix C paragraph C3)	1
Confirmation that Tenderer complies with required Information Assurance procedures (see Appendix C paragraph C4)	1
Confirmation that Tenderer complies with Data Protection (GDPR) methods and procedures (see Appendix C paragraph C5)	1
Statement regarding Tenderer's Construction Industry Scheme registration status (see Appendix C paragraph C6)	1
Completed Commercially Sensitive Information Template (Appendix I)	1
Completed Non-Collusion Declaration (Appendix J)	1
Completed Conflict of interest Declaration (Appendix K)	1
Completed Certificate confirming compliance with <ul style="list-style-type: none"> Fair Payment Charter Supplier Counter Fraud, Bribery and Corruption Code of Conduct Armed Forces Covenant (Appendix L)	1

B.2 In the Technical Envelope – Section 2

Documents to be returned	Number required
Quality Submission (Responses to the Quality Questions in Appendix E)	1
Health and Safety Risk Register	1
Programme	1
Programme Risk Register	1

B.3 In the Commercial Envelope

Documents to be returned	Number required
Commercial Workbook	1
Resource Schedules	1
Full set of drawings used to price the tender	1
Subcontractor Quote and Comparison sheets	1
Full set of successful Subcontractors' quotations	1
Document with a detailed explanation of any zero rates (if necessary)	1

Appendix C Contract, Policy and Compliance Statement Requirements

The Tenderer is required to provide a statement of compliance against the requirements below:

C.1 Parent Company Guarantee

C.1.1 The Tenderer must submit from the stated guarantor either:

- a certified copy of a Board minute of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee, when requested, or
- if the guarantor is:
 - i. Registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
 - ii. Not registered in the United Kingdom under the Companies Act 2006
 - a letter signed by the equivalent under the law applicable to the guarantor of the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested; and
 - a legal opinion from a lawyer or law firm acceptable to National Highways which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor's commitment under applicable local law; the legal opinion must be addressed to National Highways on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by National Highways.

If the Tenderer does not submit the relevant documents specified in paragraphs i) or ii) above, the Tender may be excluded.

C.2 Legal Opinion for Tenderers not registered in England and Wales

C.2.1 If the Tenderer, or a consortium member of the Tenderer is not a company incorporated in and subject to the laws of England and Wales (a “Foreign Entity”), then the Tenderer provides a legal opinion from a lawyer or law firm which is;

- Qualified and registered to practise in the jurisdiction in which the Foreign Entity is incorporated and,
- Accepted by National Highways (the Tenderer must discuss this with the Procurement Officer prior to Tender return).
- The legal opinion must be addressed to National Highways on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not to be subject to any financial limitation unless otherwise agreed by National Highways in writing (the Tenderer must discuss this with the Procurement Officer prior to Tender return).

C.2.2 The legal opinion must include:

- Confirmation that:
 - i. the Foreign Entity is validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
 - ii. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement;
 - iii. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Foreign Entity of the Agreement and the performance by it of its obligations under it have been duly taken;
 - iv. the proposed signatories/method of execution (of which details are provided) will constitute valid execution by the Foreign Entity;
 - v. the execution and delivery by the Foreign Entity of the Agreement and the performance of the obligations does not conflict with or violate:
 - the constitutional documents of the Foreign Entity;
 - 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 Foreign Entity or its assets; and
- vi. (assuming that the Agreement is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
 - vii. Notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Agreement;
 - viii. Notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to National Highways under the Agreement;
 - ix. Confirmation that National Highways is not be deemed to be tax resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement; and
 - x. Confirmation that the Foreign Entity 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 Agreement.
- National Highways reserves the right to exclude a Tenderer if a legal opinion does not provide the confirmations and notifications required by paragraph C.2.2 above.

C.3 Statement regarding Small and Medium Sized Enterprises (SMEs)

C.3.1 National Highways is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this Contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures put in place to encourage and enable participation as subcontractors. If awarded the Contract Tenderers will be asked for regular information about spend with SMEs under the Contract and National Highways may publicise good practice on its websites and report such expenditure to other Government Departments.

C.3.2 An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

C.4 Statement regarding Information Assurance Compliance

C.4.1 Every Government Department and their arm's length bodies are required to take suitable precautions to safeguard their information. The requirement by National Highways for Information Assurance provides it with the confidence that the Tenderer's information and communications systems will protect the information issued in connection with this tender procedure

C.4.2 Tenderers shall provide a description of proposals for handling information. Suitability of proposed Information Assurance solutions must be compatible with the National Highways data handling procedures provided in Volume 2, Scope of the Contract.

C.5 Statement regarding The General Data Protection Regulation (GDPR)

C.5.1 Tenderers shall provide a statement, signed by their Chief Information Officer, confirming that the methods and procedures they use to process personal data comply with GDPR obligations incorporated into English law by the Data Protection Act 2018 and National Highways' data protection requirements in Volume 2, Scope of the Contract.

C.6 Statement regarding Construction Industry Scheme registration

C.6.1 Tenderers are to provide a statement confirming either:

- that they are registered under the Construction Industry Scheme (CIS) (<https://www.gov.uk/what-is-the-construction-industry-scheme>) together with their CIS number; or
- that, if successful, they will register for the Construction Industry Scheme within 28 days after award of the Contract (National Highways appreciates that HMRC may decline to register a non-UK company under the Scheme until it has been awarded work).

C.6.2 Tax rules may cause delays in payment to Tenderers not registered under the Scheme.

Appendix D Quality Questions Scoring Matrix

The Quality Submissions for each Quality Question are scored using the assessment standards set out below:

Classification	Score	Description
Unsatisfactory	1	<p>An unsatisfactory score will be applied if:</p> <ul style="list-style-type: none"> a) The response does not answer the question, or fails to address one or more of the requirements; or b) The methodology lacks basic explanatory detail or there is little, or no supporting evidence provided. <p>Overall the response provides National Highways with unsatisfactory confidence that the ambition will be achieved</p>
Weak	3	<p>A weak score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; <p>and</p> <ul style="list-style-type: none"> • The methodology does not directly support the delivery of the ambition, or • The methodology and evidence are lacking in relevant detail. <p>Overall the response provides National Highways with weak confidence that the ambition will be achieved.</p>
Good	6	<p>A good score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only. <p>Overall, the response provides National Highways with good confidence that the ambition will be achieved.</p>

Classification	Score	Description
Very Good	9	<p>A very good score will be applied if:</p> <ul style="list-style-type: none"> a) The response meets the standard for good; and b) Both methodology and evidence are fully detailed; and c) The evidence demonstrates a very good likelihood of successful implementation. <p>Overall the response provides National Highways with very good confidence that the ambition will be achieved.</p>
Excellent	10	<p>An excellent score will be applied if the response:</p> <ul style="list-style-type: none"> a) meets the standard for very good; and b) Demonstrates it will contribute to continuous improvement <p>Overall the response provides National Highways with excellent confidence that the ambition will be achieved.</p>

Appendix E Quality Questions (Including Social Value)

The Quality Questions Tenderers must respond to are set out below:

Criterion	Question Number	Ambition	Question	Requirements	Page Limit
Safe Delivery & operation (Health, Safety and Wellbeing) Weighting: 25%	1	Safety remains National Highways' first imperative. Our ambition over the second road period is to ensure our network is safe, dependable and durable. Therefore, our ambition is that energy storage systems at motorway service areas have zero serious incidents and cause no serious injuries during their construction and operational phases.	How will you identify and reduce Health and Safety risks associated with the delivery of Energy Storage Systems (ESS) at motorway service areas, thus supporting National Highways' Safety imperative?	<p>Your response must include, but is not limited to:</p> <ul style="list-style-type: none"> • Your organisational approach to Health, Safety and Wellbeing, • Arrangements for identification and mitigation of health and safety risks from initiation to project completion, which could include innovative approaches to identifying/mitigating risks. You may choose to develop and refine the Health & Safety risk register provided in the Scope Documents folder, • How you will ensure duties under Construction (Design & Management) (CDM) Regulations 2015 are fully discharged, • How you ensure all staff, including any sub-contractors, are competent for their role. • Your approach to health & safety throughout your supply chain • How you achieve continual improvement to increase H&S performance, and how learning will be used throughout the programme to improve safety across multiple deployments, and • How you and your suppliers/contractors make use of operational data from ESS to assure the safe design, manufacture and commissioning of energy storage to be installed under this Contract. 	Page limit: 4 (8 sides) excluding a Health and Safety Risk Register, which should be submitted as a separate annex.

Criterion	Question Number	Ambition	Question	Requirements	Page Limit
Effective delivery, risk identification and mitigation Weighting: 25%	2	<p>Achieving effective delivery to support the Government commitment to 6 High Power Electric Vehicle Charging Points (HPEVCP) at each MSA in England by the end of 2023.</p> <p>(Source: https://www.gov.uk/government/publications/government-vision-for-the-rapid-chargepoint-network-in-england/government-vision-for-the-rapid-chargepoint-network-in-england)</p>	Describe how you will develop and deliver a programme to deploy the energy storage system (ESS) solutions at the prioritised list of MSA sites in order for the ESS to be commissioned by the target date of 30th September 2023?	<p>Your response must include, but is not limited to:</p> <ul style="list-style-type: none"> • An organisation chart (limited to 2 sides of A3) showing the resources to deliver the Contract, whether each resource is directly employed or procured by other means (subcontract, agency etc.), • How you will manage key suppliers to ensure delivery of works, components and materials, particularly batteries and power electronics, in a timely way, • A proposed programme for delivering the Contract in the form of a Gantt chart – this should make clear your approach to programming activities across the sites where you propose to deliver an ESS by the target date of 30/09/2023. The proposed programme must include both a Mechanical Completion date and Sectional Completion date for each site as described in the Contract scope at sections 405.1 and 410.1 respectively, and • Any key risks in your programme, and how you intend to mitigate them, in the form of a separate Programme Risk Register (for the avoidance of doubt, this Programme Risk Register should focus on Programme risks, not safety & health risks) 	Page limit: 4 (8 sides), excluding the proposed programme and programme risk register which should be submitted as separate annexes, and the organisation chart, which is limited to 2 sides of A3

Criterion	Question Number	Ambition	Question	Requirements	Page Limit
Quality – Technical solution Weighting: 25%	3	<p>NH is supporting the DfT commitment to ensure there are 6 High Power Electric Vehicle Charging Points (HPEVCP) at each MSA in England by the end of 2023, improving journeys for electric vehicle users, and accelerating the Client's progress towards net zero carbon travel on our roads by 2050*</p> <p>Source: (National Highways announce new environmental sustainability division as it targets net zero - GOV.UK (www.gov.uk)))</p> <p>For clarity, a HPEVCP must have the ability to charge with a power of 150 kW or greater</p>	How will you ensure your ESS solution is entirely suitable for deployment to, and operation at each motorway service area for the purposes of adding capacity and energy to support the forecast High Power EV charging?	<p>Your response must include, but is not limited to</p> <ul style="list-style-type: none"> • How your proposed energy storage technology will deliver a safe and reliable system for the life of the solution. • How your solution will be secured and protected at sites where there are potentially high numbers of pedestrians and vehicles of all sizes, • The solutions that you will include to reduce specific risks arising from your technology including, but not limited to, impacts created by thermal runaway, fire and hazardous chemicals, • How the ESS will detect and be controlled and managed in order to charge when capacity is available, and to discharge to support HPEVCP charging demand, • Interfaces to, and dependencies on new or existing HPEVCPs to ensure the charging demand from the HPEVCPs does not exceed available network or storage capacity, if the storage is nearly or completely discharged, and • The systems you will supply to monitor and manage performance of the ESS through the life of the Contract to be able to respond to issues or faults that could compromise the ESS from providing the level of service or safety, and • How you propose to report performance of the ESS to the Client and MSA Operators 	Page limit: 4 (8 sides);

<p>Social Value</p> <p>Weighting: 15%</p>	4	<p>National Highways' suppliers and their supply chain work to ensure that our contracts create opportunities for improving the environment.</p>	<p>Describe the commitment your organisation will make to ensure that opportunities under the Contract deliver the Social Value outcome of effective stewardship of the environment, specifically with respect to how you will:</p> <p>1) deliver additional environmental benefits in the performance of the Contract including working towards net zero greenhouse gas emissions.</p> <p>2) Influence staff, (suppliers / global supply chains), customers and communities through the delivery of the Contract to support the Ambition.</p> <p>Please include, in relation to 1) and 2):</p> <ul style="list-style-type: none"> • Your 'Method Statement', stating how you will achieve this and how your approach meets the requirements, • A timed project plan and process, including how you will implement your approach and by when. Also, how you will monitor, measure and report on your approach/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics 	<p>Your response needs to ensure that the requirements shown below are addressed:</p> <p>In relation to 1):</p> <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of additional environmental benefits in the performance of the Contract, including working towards net zero greenhouse gas emissions. • Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the Contract, including working towards net zero greenhouse gas emissions. • Delivery of additional environmental benefits through the performance of the Contract, including working towards net zero greenhouse gas emissions. <p>In relation to 2):</p> <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the Contract to support environmental protection and improvement. • Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it 	<p>Page limit: 3 (6 sides)</p>
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Criterion	Question Number	Ambition	Question	Requirements	Page Limit
			<ul style="list-style-type: none"> ○ tools/processes used to gather data ○ reporting ○ feedback and improvement, and ○ transparency. 		
Stakeholder Engagement and Collaboration Weighting: 10%	5	To provide effective stakeholder management, engagement and collaboration to deliver the requirements of the Contract and meet the Government ambition.	Describe how your organisation will identify, actively engage and collaborate effectively with different key stakeholders, particularly MSA Operators and Distribution Network Operators), in a complex environment, to ensure on-time or early delivery.	Your response must include but is not limited to: <ul style="list-style-type: none"> • Your approach to stakeholder management, • Critical stakeholders to this Contract that you have identified, and why they are important, • How the stakeholders could influence the delivery of the programme, and Key actions you will take to ensure stakeholders do not slow delivery	Page limit: 2 (4 sides);

Appendix F Resource Schedule

Please refer to the folder entitled “Commercial Documents” folder in the Bravo e-tendering Portal.

Appendix G Commercial Scoring Worked Example

Commercial Scoring Example

The tables below illustrate the application of the Commercial Workbook to determine a Commercial Score. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

	Tenderer A	Tenderer B	Tenderer C	Tenderer D
Section A – Net Total	12,317,000.00	12,720,000.00	10,555,000.00	10,650,000.00
Section B – Net Total	435,994.00	299,300.00	291,510.00	469,040.00
Combined – Net Total	12,752,994.00	13,019,300.00	10,846,510.00	11,119,040.00
Fee	637,649.70	1,952,895.00	1,084,651.00	83,928.00
Total Price	13,390,643.70	14,972,195.00	11,931,161.00	11,952,968.00
	T _x	T _x	T _L	T _x
Commercial Score	26.33	22.35	30.00	29.95

A detailed Commercial Scoring Worked Example can be found in the Bravo e-tendering Portal in the folder entitled Commercial Documents and the sub-folder entitled Commercial Scoring Worked Example.

Appendix H Quality Assessment Scoring Worked Example

Quality Assessment Scoring – Worked Example

Question	Quality Score (/10)	Question Weighting	Final Quality Score	Total Quality Score Weighting	Total Weighted Final Quality Score
1	6	25%	15.00	70%	10.50
2	9	25%	22.50		15.75
3	9	25%	22.50		15.75
4	6	15%	9.00		6.30
5	6	10%	6.00		4.20
Total	36		75.00		52.50

Combined Quality and Price Assessment scores

Tenderer	Final Quality Score (/100)	Total Weighted Final Quality Score (70%)	Commercial Score (30%)	Total Score
A	75.00	52.50	26.33	78.83
B	60.00	42.00	22.35	64.35
C	90.00	63.00	30.00	93.00
D	78.00	54.60	29.95	84.55

Appendix I Commercially Sensitive Information Template

(See section 4.2 of the Instructions for Tenderers)

Please print this page and use the space below to list any information forming part of your tender submission the disclosure of which you consider would be prejudicial to the commercial interests of your organisation or any other person. Please return the document in in the Technical Envelope Section 1.

Please provide reasons.

Item	Description	Reason

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

Appendix J Non-Collusion Declaration Template

(See section 4.3 of the Instructions for Tenderers)

Please print this page and return a signed copy with your Tender (in the Technical Envelope Section 1) to confirm your agreement to what it says.

We certify that this tender is made in good faith and that we have not fixed or adjusted the prices contained in it by agreement with any other person.

We further certify that we have not and will not: before the award of any contract, communicate to any person other than National Highways or a person duly authorised on their behalf any pricing information contained in our tender or proposed tender, except where the disclosure (in confidence) of pricing information is necessary to obtain insurance premium quotations required for the preparation of our tender.

We further certify that we have not and will not enter into any agreement or arrangement with any person (outside any consortium of which we are a member), that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.

We further certify that we have not and will not: pay or give (or offer or agree to pay or give) any sum of money or other valuable consideration directly or indirectly to any person for doing or causing to be done, in relation to any tender or proposed tender, any act of the sort described in the statements above.

We also certify that the principles described in statements above have been, or will be, brought to the attention of all sub-contractors and suppliers providing services or materials in connection with our tender and any contract which we enter into with such sub-contractors and suppliers will be made on the basis of compliance with the above principles by all parties.

By submitting this compliance statement, we certify that the statements above are accurate in regards to our conduct and we will fulfil any obligations required by these statements.

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix K Conflict of Interest Declaration Template

(See section 4.6 of the Instructions for Tenderers)

Please use a copy of the table below to explain why you consider that a conflict of interest, or potential conflict of interest has arisen or may arise in the future between your organisation, its advisers, National Highways or National Highways' advisers or any combination thereof as a result of your participation in this procurement competition.

Please also explain the measures taken and/or to be put in place to prevent and/or remedy any such conflict or potential conflict of interest.

Please return the document in in the Technical Envelope Section 1.

<i>Actual or Potential Conflict of Interest Situation</i>	<i>Measures taken and/or to be put in place to prevent and/or remedy that actual or potential conflict of interest.</i>

.....
(signed)

.....
(Supplier name)

.....
(print name)

.....
(date)

Appendix L Certificate of Compliance with NH Policies

Please sign below and return the document in the Technical Envelope Section 1 to certify that by submitting a Tender for this procurement you agree (if your tender is successful) to comply with the following National Highways policies set out below.

- Fair Payment Charter
- Supplier Counter Fraud, Bribery and Corruption Code of Conduct
- The Armed Forces Covenant

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

Fair Payment Charter

This charter aims to align with the principles outlined by the Office of Government Commerce in its “Guide to Best Fair Payment Practice”. It is not intended to be a legally binding document and will not be used in construing any contractual commitment.

Suppliers who have not already signed up to their commitment to work towards delivering the requirements of this charter will be expected to do so prior to award of any National Highways contract.

It is recognised that Suppliers to National Highways may require an introductory period to modify their business systems and procedures in line with the charter commitments.

Fair and transparent payment practices are essential to achieving successful integrated working on all contracts. National Highways, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment.

As a supplier to National Highways, we agree that we will strive to meet the Fair Payment commitments set out below. We will additionally seek to embed the principles throughout our supply chain.

Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable.

‘Fair Payment’ will apply equally between the client and lead contractor and throughout the supply chain.

The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid.

Companies will consider, where appropriate, operating relevant contracts on an open book basis.

The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.

To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days, from receipt of invoice.

In order to avoid payment delays, the client and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain

Monitoring compliance with the Charter principles will be built into the National Highways “Collaborative Performance Framework “for performance measurement” (or any other performance measurement tool used).

Supplier Counter Fraud, Bribery and Corruption Code of Conduct

1. Introduction

- 1.1. This Supplier Counter Fraud, Bribery and Corruption Code of Conduct ('Code of Conduct') applies to all contractors, sub-contractors, staff or consultants of contractors and sub-contractors and any other party with a business relationship with National Highways (collectively referred to in this Code of Conduct as 'Suppliers' for ease of reference). The Code of Conduct forms part of the arrangements that National Highways has put in place to manage the risk of fraud, bribery and corruption within its supply chain.
- 1.2. All Suppliers are expected to fully comply with the Code of Conduct - any behaviour that supports or involves an act of fraud, bribery or corruption is unacceptable and will not be tolerated by National Highways. All suspected cases of fraud, bribery and corruption will be investigated thoroughly by National Highways, who may involve law enforcement and regulatory agencies as it deems appropriate and/or necessary. All investigations by National Highways will be carried out in line with legislative requirements, including the Bribery Act 2010, the Police and Criminal Evidence Act 1984, the Human Rights Act 1998 and the Data Protection Act 2018.
- 1.3. In proven instances of fraud, bribery and corruption, National Highways will take all appropriate action to recover any financial losses that have been incurred as either a direct or indirect consequence of the fraud, bribery and corruption. National Highways will also involve appropriate authorities if a criminal offence is suspected and support prosecutions wherever practicable.

2. Definitions

- 2.1. Fraud, bribery and corruption all have specific, but similar characteristics as determined within law. For the purposes of this Code of Conduct, the following definitions are used:
 - 2.1.1. Fraud - Fraud is a dishonest act, through false, inaccurate or misleading information, failure to disclose information or abuse of position, with the intent of causing a gain for self, or loss to another. Fraud does not necessarily result in direct or immediate financial benefit for the individual(s) committing Fraud but may cause a loss and/or a negative reputational impact to another.
 - 2.1.2. Bribery - Bribery is offering, promising, giving or accepting any financial or other advantage to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly by accepting the advantage (a 'Bribe'). Examples of a Bribe include money, gifts, loans, fees, hospitality, services, discounts, political or charitable donations, the award of a contract or anything else of value. A payment made to a government official to facilitate the approval of some type of business transaction or activity (a 'facilitation payment') is regarded as a Bribe by National Highways.

2.1.3. Corruption - Corruption is the abuse of entrusted power or position for private gain.

3. Supplier Responsibilities

3.1. Anti-Fraud Code of Conduct

3.1.1. All Suppliers agree to meet the anti-Fraud commitments set out below and will embed these principles throughout their supply chain. In particular Suppliers will ensure that their business operates with the utmost integrity and will not commit any fraudulent acts or carry out any of the following acts which could amount to Fraud:

- submission of false or inflated claims or invoices for payment or reimbursement.
- intentional distortion of financial statements or other records.
- false or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies.
- forgery or alteration of any documents such as cheque, bank draft or any other financial documents including destruction or removal of records.
- impropriety in the handling or reporting of money or financial transactions
- theft or misappropriation of assets or funds.
- disclosure of confidential information to third parties without authority for personal gain.
- the payment of excessive prices or fees where they are not justified.

3.1.2. Suppliers agree to:

- keep accurate and up-to-date records showing all payments made and received and all other advantages given and received and permit National Highways to inspect those records as required.
- immediately notify National Highways of any breach of this Anti-Fraud Code of Conduct.

3.2. Anti-Bribery Code of Conduct

3.2.1. All Suppliers agree to meet the anti-Bribery commitments set out below and will embed these principles throughout their supply chain. In particular, Suppliers will ensure that their business operates with the utmost integrity and will not:

- offer, promise, pay or provide Bribes to any person.
- request, agree to accept or receive Bribes.
- offer hospitality to National Highways' staff that would breach the requirements of paragraph 3.2.3.
- commit any act of Bribery that would cause National Highways to be in breach of any anti-Bribery laws (including, but not limited to, the Bribery Act 2010).

3.2.2. All Suppliers will have robust procedures and controls in place within their business with the aim of preventing Bribery and confirm that they will:

- have a zero-tolerance of Bribery throughout their organisation.
- conduct risk assessments to identify and monitor potential Bribery risks.
- adopt due diligence measures to vet and approve third parties performing services on their behalf.
- have clear, practical and accessible policies and procedures to address potential risks of Bribery, and to prevent Bribery.
- provide education and awareness to all their employees on Bribery.
- have a mechanism in place to allow employees to report potential Bribery issues in confidence and have a process to deal with reports that protects the reporting individual.
- deal promptly and effectively with any occurrences of Bribery.
- keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit National Highways to inspect those records as required.
- act at all times in good faith, impartially and in accordance with a position of trust.
- immediately notify National Highways of any breach of paragraphs 3.2.1, 3.2.2 and 3.2.3.

3.2.3. Suppliers are advised that National Highways' staff are obliged to comply with National Highways' Gifts and Hospitality Policy which requires its staff to decline all gifts or hospitality with an estimated value over £40, unless there is a clear business reason for acceptance. In all cases, National Highways' staff must disclose all gifts and hospitality by logging the details on an internal register. In light of this, Suppliers will not offer to National Highways' staff:

- gifts, other than low-value items such as diaries or calendars with an estimated value of less than £40.
- benefits and/or hospitality and / or entertainment such as cocktail parties, meals, receptions, presentations and conferences or invitations to social, cultural and sporting events during the course of a live procurement. Where such benefits are offered outside the course of a live procurement and are purely social in nature, Suppliers should be aware that these will be declined by National Highways' staff unless they are authorised by an Executive Director of National Highways.
- overnight accommodation and travel to and from a venue at which an event is being held.

3.3. Anti-Corruption Code of Conduct

3.3.1. All Suppliers will have robust procedures and controls in place within their business to minimise the risk of Corruption. In particular, Suppliers will ensure that their business operates with the utmost integrity and will not do any corrupt act, including (but not limited to):

- hiring an unqualified relative to get a contract.
- paying an individual to turn a blind eye to illegal or immoral acts or to not do elements of their job.
- paying an individual to award a contract or make an offer of employment to a relative or friend.
- giving gifts to an individual in order to win a contract or gain preferential treatment.
- accepting money or a gift to by-pass the job rules.
- continuing with a business arrangement that is not in the best interest of the organisation because it benefits the individual who is receiving a financial benefit either in monetary terms or by way of gift.

The Armed Forces Covenant

The Armed Forces Covenant is a public-sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Covenant's two principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services;
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

National Highways encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at The Corporate Covenant.

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk Address:

Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

The above is not a condition of working with National Highways now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, National Highways very much hopes you will want to provide your support.

Appendix M – Bravo E-Tendering System Instructions

If you have a Bravo account;

Please reply with your company Bravo username and the contact name/email address associated with this account.

If you do not have a Bravo account;

Suppliers Instructions How to Express Interest in this Tender:

1. Register your company on the e-Sourcing portal BRAVO (this is only required once)

- a) Browse to the e-Sourcing Portal: <https://highways.bravosolution.co.uk> and click the link to register.
- b) Accept the terms and conditions and click 'continue'
- c) Enter your correct business and user details - Note the username you chose and click 'Save' when complete - You will shortly receive an email with your unique password (please keep this secure)

2. To Express an Interest in the tender - Login to the portal with your username/password

- a) Click the 'PQQs / ITTs Open to All Suppliers' link. (These are Pre-Qualification Questionnaires or Invitations to Tender open to any registered supplier)
- b) Click on the relevant PQQ/ ITT to access the content.
- c) Click the 'Express Interest' button at the top of the page. - This will move the PQQ /ITT into your 'My PQQs/ My ITTs' page. (This is a secure area reserved for your projects only) -You can now access any attachments by clicking 'Buyer Attachments' in the 'PQQ/ ITT Details' box

3. Responding to the tender.

- a) Click 'My Response' under 'PQQ/ ITT Details', you can choose to 'Create Response' or to 'Decline to Respond' (please give a reason if declining) - You can now use the 'Messages' function to communicate with the buyer and seek any clarification - Note the deadline for completion, then follow the onscreen instructions to complete the PQQ/ ITT - There may be a mixture of online & offline actions for you to perform (there is detailed online help available)
- b) You must then submit your reply using the 'Submit Response' button at the top of the page. If you require any further assistance please consult the online help, or contact the e-Tendering help desk.

If you encounter any problems with the above, please contact the Bravo helpdesk who can assist you:

Phone: 0800 368 4850

E-mail: help@bravosolution.co.uk

Note – if your company details change or have a change of email/mailbox then you can update this yourselves via Bravo. National Highways will not have control over your Bravo accounts.

Appendix N – Subcontractor Quote and Comparison template

Please refer to the folder entitled “Commercial Documents” folder in the Bravo e-tendering Portal.

Appendix O – Tender Query form

Please submit any Tender Queries through the Bravo portal using the template below.

Document	Section / Reference	Query	Date

National Highways Scope

NEC4 Engineering and Construction Contract



National Highways Limited

**NEC4 Engineering and Construction Contract
(June 2017 with amendments January 2019
and October 2020)**

SCOPE

in relation to *works* for

**Energy Storage Systems (ESS) at Motorway Service
Areas**

June 2022

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
1	1	S105.1 third paragraph replace 'The project requires the design, supply, installation and decommissioning of ESS at as many MSA sites as possible. Installation is it to be complete by the end September 2023, working in priority order, as detailed in Annex 10), until the available funding is exhausted' with 'The project requires the design, supply, installation and decommissioning of ESS at the MSA sites (as detailed in Annex 10). All installations, in any order of priority, are to be complete by the end September 2023'.	CP	08/07/2022
1	1	S110.1 first paragraph replace 'The <i>Contractor</i> delivers an ESS to as many of the MSA sites as possible for the allocated budget. The priority order for MSA sites is included in Annex 10 ' with 'The <i>Contractor</i> designs, supplies, installs and commissions an ESS to all MSA sites listed in Annex 10 '.	CP	08/07/2022
1	1	S110.1 seventh paragraph replace 'The <i>Contractor</i> proposes the most economical solution to enable the rollout to as many MSA sites as allowed by the budget detailing the number of high-powered EV chargers the ESS can support at each Site' with 'The <i>Contractor</i> proposes the most economical solution to enable	CP	08/07/2022

		the rollout to all MSA sites detailing the number of high-powered EV chargers the ESS can support at each Site'.		
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Table of Contents

<i>Client's</i> Scope	10
Table of Annexes	10
S 100 Description of the <i>works</i>	11
S 101 Identified and Defined Terms.....	11
S 102 Operations & Maintenance and Decommissioning & Redeployment	11
S 105 Project objectives	11
S 106 Reference documents	14
S 110 Description of the <i>works</i>	14
S 200 General constraints on how the <i>Contractor</i> Provides the Works	18
S 205 Risk management.....	18
S 207 Business Continuity	20
S 208 Insurance requirements (see Contract Data part 1)	20
S 209 Official Secrets Act	20
S 210 Confidentiality	20
S 211 Disclosure Requests.....	21
S 212 Conflict of interest.....	22
S 213 <i>Client's</i> Fair Payment Charter, Counter Fraud, Bribery and Corruption Policies	23
S 214 Discrimination, Bullying, Harassment and Modern Slavery	23
S 215 Security and protection of the Site	25
S 220 Security and identification of people	25
S 225 Protection of existing structures and services	33
S 230 Protection of the <i>works</i>	33
S 235 Cleanliness of roads	33
S 240 Consideration of Others.....	34
S 241 Temporary Traffic Management	35
S 245 Condition survey	36
S 255 Industrial Relation	36
S 260 Control of works.....	37
S 265 Site Cleanliness	37
S 269 Environmental Requirements and Sustainability	38
S 270 Waste materials	42
S 271 People strategy.....	42
S 272 Behavioural attributes (not used).....	52

S 273 Strategic Alignment Review Tool (StART) (not used).....	52
S 274 Project Control Framework (PCF) (not used)	52
S 275 Equipment, Plants and Materials	52
S 276 Category management (not used)	53
S 277 Scheme recovery services (not used)	53
S 278 Offshoring of data	53
S 279 Data Protection	54
S 280 Information security and security of systems.....	57
S 300 <i>Contractor's</i> Design	69
S 305 Design responsibility.....	69
S 310 Design submission procedures and acceptance criteria	71
S 315 Design approval from Others.....	71
S 320 <i>Client's</i> requirements (for the parts of the <i>works</i> to be designed by the <i>Contractor</i>)	71
S 325 Design co-ordination.....	71
S 326 Alternative design (not used).....	72
S 330 Requirements of Others.....	72
S 335 Using the <i>Contractor's</i> design.....	72
S 336 Access to information following Completion	72
S 340 <i>Client's</i> requirements (for the design of Equipment) (not used)	72
S 400 Completion	72
S 405 Completion definition	72
S 410 Sectional Completion.....	73
S 415 Training.....	74
S 420 Final clean	74
S 425 Security.....	74
S 430 Correcting Defects	74
S 435 Pre-Completion arrangements.....	74
S 440 Use of the <i>works</i>	75
S 445 Documents	75
S 450 Handover between contractors (not used).....	76
S 500 Programme	76
S 502 Information to be shown on the programme	76
S 506 Completion definition	78

S 600 Quality Management	78
S 605 Quality management system	78
S 610 Quality Plan	79
S 615 Samples.....	79
S 620 Audit and Nonconformities	79
S 625 Quality Management Points (not used)	81
S 630 Continual Improvement and Innovation	82
S 635 Performance measurement	82
S 700 Tests and inspections.....	83
S 705 Tests and inspections.....	83
S 710 Samples.....	85
S 715 Management of tests and inspections and provision of samples	85
S 720 Covering up completed work	85
S 725 <i>Supervisor's</i> procedures for inspection and watching tests.....	86
S 735 Defects (in relation to Tests and Inspections & cross referenced with S 430 and S 620).....	86
S 800 Management of the <i>works</i>	86
S 805 Project team – Others.....	86
S 810 Communication system	86
S 811 Communication.....	87
S 815 Management procedures.....	87
S 816 Novation of the contract to a replacement contractor	87
S 817 Records and reporting of small, medium and micro enterprises (SME)	87
S 820 <i>Contractor's</i> application for payment	88
S 821 Earned Value Reporting	88
S 822 Cost verification	89
S 823 Provision of Price information.....	89
S 825 Commissioning report.....	89
S 826 Format of records	90
S 827 Records and audit access	91
S 845 Training.....	91
S 850 Meetings	92
S 900 Working with the <i>Client</i> and Others	93
S 905 Sharing the Working Areas with Others.....	93

S 910 Co-operation	93
S 915 Co-ordination	94
S 920 Authorities and utilities providers	94
S 1000 Services and other things to be provided	95
S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i> , <i>Project Manager</i> , <i>Supervisor</i> or Others.....	95
S 1010 Services and other things provided by the <i>Client</i>	95
S 1100 Health, Safety and Wellbeing	95
S 1101 General requirements	95
S 1102 Management of Health and Safety	95
S 1103 <i>Contractor's</i> occupational health management system	96
S 1104 Subcontractor's health and safety management systems	97
S 1105 Health safety and wellbeing culture and communication	97
S 1106 Health and safety exchange of information	97
S 1107 Health and safety resources	98
S 1108 Health and safety competence of <i>Contractor's</i> employees	98
S 1109 Health and Safety in Construction	98
S 1110 Incident Reporting and Investigation	99
S 1111 Health and Safety Inspections/ Assurance	100
S 1112 Health and Safety Management Audit	100
S 1113 Construction Design and Management (CDM) Regulations 2015 compliance...	100
S 1114 Medical Fitness.....	101
S 1115 Health Assessment and Control	101
S 1116 Alcohol and Substance Abuse.....	102
S 1117 Health and Safety Charity-based Incentive Schemes	102
S 1118 Supply Chain Maturity Matrix Action Plan.....	102
S 1119 Management of Road Risk	103
S 1120 Driving for Better Business	104
S 1121 Security.....	105
S 1122 Supply Chain Safety Leadership Group	105
S 1123 Home Safe and Well Approach	106
S 1124 Deleterious and hazardous materials	106
S 1125 "Passport Scheme"	107
S 1126 Method Statements	107

National Highways Engineering and Construction Contract	Scope
S 1127 Legal Requirements	107
S 1200 Subcontracting.....	107
S 1205 Restrictions of requirements for subcontracting	107
S 1210 Acceptance procedures	111
S 1211 Contracts Finder	111
S 1212 Prompt Payment.....	112
S 1213 Advertising Subcontracts in accordance with the Public Contract Regulations 2015	113
S 1300 Title.....	114
S 1305 Marking	114
S 1310 Materials from excavation and demolition	114
S 1400 Acceptance or procurement procedure (Option C, D, E, and F only)	114
S 1405 Procurement procedures	114
S 1410 Submission and acceptance procedures.....	115
S 1500 Accounts and records (Options C, D, E and F only).....	115
S 1505 Additional records.....	115
S 1520 Records and audit access	115
S 1600 Ultimate holding company guarantee (Option X4) (not used)	115
S 1601 <i>Client</i> Form of Parent Company Guarantee	115
S 1602 Legal Opinion	117
S 1700 <i>Undertakings to the Client</i> or Others (Option X8).....	118
S 1705 Undertakings to Others (Option X8)	118
S 1710 Subcontractor undertakings to Others	118
S 1715 Subcontractor undertakings to the <i>Client</i>	118
S 1800 Transfer of Rights	118
S 1805 <i>Contractor's</i> rights over material prepared for the design of the <i>works</i>	118
S 1810 Other rights to be obtained by the <i>Contractor</i>	118
S 1815 Escrow (not used).....	119
S 1900 Information Modelling (Option X10) (not used).....	119
S 1905 Information Model Requirements.....	119
S 2000 Performance Bond (Option X13)	119
S 2005 Form of Performance bond.....	119
S 2100 Advanced payment to the <i>Contractor</i> (Option X14).....	119
S 2105 Form of advanced payment bond	119

National Highways	Scope
Engineering and Construction Contract	
S 2200 The <i>Contractor's</i> design (Option X15)	119
S 2205 Constraints on use of material	119
S 2210 Form of documents to be retained	119
S 2300 Retention (Option X16) (not used with Option F)	119
S 2305 Form of Retention Bond	119
S 2400 Key Performance Indicators (not used)	119
S 2405 Key Performance Indicators	119
S 2510 Budget	120
S 2520 Pricing Information	120
S 2525 Total of the Prices	120
S 2600 Project Bank Account (PBA) (Option Y(UK)1)	120
S 2600 Project Bank Account	120
S 2605 Adding a Named Supplier	120
S 2610 Project Bank Account (PBA) tracker	120
S 2700 <i>Client's</i> work specifications and drawings	121
S 2705 <i>Client's</i> work specification	121
S 2710 Drawings	122
S 2800 Designated funds – <i>Contractor's</i> proposals (not used)	122

Client's Scope

Table of Annexes	
Annex Number	Name of Annex
01	Schedule of Definitions
02	Reference Documents
03	Not used
04	Client's Personnel Security Requirements
05	Not used
06	People Strategy
07	Not used
08	Data Protection
09	Not used
10	Final Prioritised Ranking List
11	Not used
12	Not used
13	Form of Novation (Old Client to new Client)
14	Form of Novation (Old Contractor to new Contractor)
15	Not used
16	Parent Company Guarantee
17	Not used
18	Decommissioning and Redeployment Requirements
19	Operation and Maintenance Requirements

S 100 Description of the *works*

S 101 Identified and Defined Terms

- S 101.1 In this Scope 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 *conditions of contract* or have the meaning given to them in **Annex 01**.

S 102 Operations & Maintenance and Decommissioning & Redeployment

- S 102.1 For any decommissioning or redeployment work instructed, only the following sections of the Scope are applicable:

- section S 110 - Description of *works*
- section S 405 – Completion definition
- section S 503 - Submitting the programme
- section S 705 - Tests and inspections
- Annex 18

The *Contractor* accepts that the *Project Manager* may at a later date utilise contract provisions to revise the Scope sections for decommissioning if required.

The *Contractor* acknowledges that for the period between the final Sectional Completion date and any decommissioning instruction, none of the Scope requirements are applicable less those listed above.

- S 102.2 Operation and maintenance requirements are listed within the Scope to enable the *Contractor* to provide a cost (see **Annex 19**). The costs of the operation and maintenance is not to be included within the contract value.

S 105 Project objectives

- S 105.1 The UK has committed to net-zero carbon emissions by 2050. Transport is currently the largest emitting sector of the UK economy, responsible for 27% of total UK greenhouse gas emissions. Over half the UK's transport emissions (55%) come from cars. Electric vehicles (EVs) offer one method of reducing emissions. In May 2019, the Committee for Climate Change (CCC) suggested that all new vehicles should be electrically propelled by 2035, if not sooner, to achieve the net-zero target.

In the “Government vision for the rapid charge point network in England”, published May 2020, (see link in **Annex 02**) the Government announced the goal of “at least 6 high powered, open access charge points (150 – 350 kilowatt capable) at motorway service areas (MSAs) in England, with some larger sites having as many as 10-12”, by 2023. The objective is a suitable network of high and ultra-high powered electric vehicle charging points (HPEVCPs) to enable the

nation to make the switch to light EVs, which is a key part of DfT's "Road to Zero Strategy" and subsequent "Decarbonising Transport: A better, greener Britain" (see link in **Annex 02**).

The project requires the design, supply, installation and decommissioning of ESS at the MSA sites (as detailed in **Annex 10**). All installations, in any order of priority, are to be complete by the end September 2023. Decommissioning will occur at the end of the operations and maintenance contract, up to 7 ½ years after installation.

The ESS will take advantage of spare grid capacity at each MSA site at quiet times to charge-up and then discharge to support the HPEVCPs at busier times. Typically, this is likely to mean the ESS charging-up at night when both the combined power demand from the MSA site and for electric vehicle (EV) charging is low and gradually discharging during the day when EV charging demand is high. The ESS therefore supports EV charging without causing each MSA site's maximum import limit to be exceeded.

The benefits of the project include

- reduced queuing and delays for EV users when requiring energy by increasing the availability HPEVCPs across the SRN.
- sufficient HPEVCPs in all MSAs to grow EV user confidence that longer journeys are achievable in a timely manner. Thereby accelerating the move towards more EV users and reducing CO2 emissions.
- supports the government's and National Highways drive for better environmental outcomes including less noise and lower emissions.
- there is potential to stimulate a market for swiftly deployable infrastructure to enhance grid connections which is likely to be welcomed as the transition to electric vehicles continues (large events, major incidents etc or areas where suitable grid connections may take longer to upgrade than electric vehicle demand requires).

About the *Client*

- S 105.2 The *Client* is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- S 105.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the United Kingdom.
- S 105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provide effective stewardship of the strategic road network's long-term operation and integrity.

The *Client's* vision

- S 105.5 The *Client's* vision, as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**) is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It will play its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

The *Client's* imperatives

- S 105.6 The *Client's* vision comprises of three imperatives, which are
- **safety** – the safety of its employees, its service partners and its road users,
 - **customer service** – the customer service and experience that road users have and
 - **delivery** – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network to its road users, stakeholders and customers.
- S 105.7 The *Client's* imperatives set out what it does, and the *Contractor* aligns with these imperatives and supports the *Client* in achieving the *Client's* outcomes.

The *Client's* values and expectations

- S 105.8 The *Client's* values are
- **safety** – "we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network",
 - **integrity** – "we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest",
 - **ownership** – "we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions",
 - **teamwork** – "we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners" and
 - **passion** – "building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers".
- S 105.9 The *Client's* values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.

- S 105.10 The *Contractor* has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieve the *Client's* outcomes.

The *Client's* outcomes

- S 105.11 The *Client's* "Delivery Plan" (see link in **Annex 02**) sets out the *Client's* main activities to improve the capacity and performance of the strategic road network and how the *Client* performs said activities.
- S 105.12 The *Contractor* plays a key role in assisting and enabling the *Client* to achieve its outcomes of
- supporting economic growth,
 - a safe and serviceable strategic road network,
 - a freer flowing strategic road network,
 - an improved environment and
 - a more accessible and integrated strategic road network.
- S 105.13 This is achieved through
- planning for the future,
 - growing capability,
 - building relationships,
 - efficient and effective delivery and
 - improving customer interface.

Contract core principles and key objectives

- S 105.14 Not used.

S 106 Reference documents

- S 106.1 References to documents within the contract can be found in **Annex 02**.

S 110 Description of the *works*

- S 110.1 The *Contractor* designs, supplies, installs and commissions an ESS to all MSA sites listed in **Annex 10**. Supporting information is included in the Site Information.
- The sole purpose of the ESS is to support HPEVCP at the MSA Sites. The *Contractor* seeks approval in writing from the *Client* before using the ESS for any other purpose, including, but not limited to National Grid Electricity System Operator (ESO) balancing services provision, capacity market, distribution network operator (DNO) flexibility services provision or wholesale energy market participation.

Each ESS delivered by the *Contractor* is suitable for supplying the required power/energy for high-powered EV charger to operate given the mains power supply available at the Site.

A high-powered EV charger is to be defined within these *works* as a charger capable of delivering at least 150kW to the connected EV.

The *Contractor* constructs, commissions and supports the operation of ESS for the duration of the contract.

The Site Information includes proposed ESS locations at each MSA site.

The *Contractor* proposes the most economical solution to enable the rollout to all MSA sites detailing the number of high-powered EV chargers the ESS can support at each Site.

The *Contractor* provides an outline technical proposal summarising the proposed solution, the Sites included, and the power/energy capacity allocated at each of the respective Sites.

The ESS proposed by the *Contractor* is to be based on a battery storage system. Alternative solutions may also be submitted for consideration at this stage.

The *Contractor's* scope of works includes, but not be limited to the following deliverables and activities.

Design

- provides of a scheme design for acceptance by the *Project Manager*
- provides a safety risk assessment for consideration by the *Project Manager*.
- provides of a detailed design based on the approved scheme design for acceptance by the *Project Manager*
- design documents that are suitable for submission in a planning application that is to be submitted by the MSA Operator.
- in addition to the item above the *Contractor* provides all necessary information (drawings, specifications, calculations, documentation) and support to the MSA Operator to enable the submission of the planning application.
- the *Contractor* designs the ESS to be able to provide the stated power/energy supply for the duration of the operation & maintenance period. Any degradation of battery capacity should be allowed for in the price, detailed design and supplied equipment.
- the *Contractor* designs the ESS such that the required performance can be met within the discharge capacity of the ESS. Any capacity that is unable to be accessed due to minimum discharge requirements cannot contribute to operational capacity calculations.

- the *Contractor* designs a suitable energy management system (EMS) that provides controls and interfaces for both the ESS and the connectivity to the HPEVCP.
- the ESS design is to connect to the MSA 3ph 400v AC distribution network.
- the *Contractor* designs the ESS to use the same DNO meter point as the HPEVCP to avoid unnecessary system charges. If that cannot be achieved, the *Contractor* suggests alternative arrangements by submitting a proposal to the *Project Manager* for acceptance.
- if the ESS connects at any other voltage, the contractor includes all necessary equipment (including a substation) for the power conversion to ensure that the ESS itself does not include connection to voltages higher than 400v AC.
- the *Contractor* designs the ESS for ease of decommissioning and/or redeployment after the operation & maintenance period. The *Contractor* includes any costs for this decommissioning/relocation works.
- the ESS design provides a flexible EV point of connection and should be EV charger agnostic. If this is not possible the *Contractor* is to provide details and options.
- the *Contractor* designs the ESS so that it is not able to interrupt the mains supply to any other area of the MSA. The ESS protects itself against short circuits.
- the *Contractor* designs the ESS so that it maximises the use of existing grid capacity at the MSA, charging when grid capacity at the MSA site exceeds site demand, and discharging to support HPEVCPs when HPEVCP demand would otherwise exceed the available supply or contracted maximum import limit at the MSA.
- The *Contractor* designs the ESS so that if required or when sufficient power is available, the HPEVCP can receive its power direct from the DNO and not from the ESS.
- The *Contractor* designs the ESS and overall solution so that on-site renewable electricity generation, including but not limited to solar photovoltaic generation, can cost-effectively be added at a later date if agreed by the *Client*.
- the ESS operates within a temperature range of -20 to +40 °C
- the *Contractor* designs suitable security measures for the ESS that may include CCTV, fences, access control measures.
- the *Contractor* provides suitable fire detection and suppression systems for the ESS. These comply with all applicable standards including those listed in S305.1.

- the *Contractor* develops fire safety and emergency procedures, which requires co-ordination with the MSA Operator and in consultation with the local fire service. These are outlined in “Fire Industry Association – Guidance on Li Ion Battery Fires” (see link in **Annex 02**)
- the *Contractor* designs and delivers the ESS to maintain 98% availability for the duration of the operation and maintenance period.
- The *Contractor* provides a report considering the buildability of their design within the confines of the MSA site. To consider sequencing, lifting and traffic management and any other considerations relevant to how the *Contractor* Provides the Works.

Manufacture

- the *Contractor* manufactures the ESS and all associated sub-systems, equipment, and plant in line with the approved design specifications and to the Accepted Programme.
- the *Contractor* ensures that the ESS and all associated equipment meet, or exceed the applicable UK standards, and that certification is provided to the *Project Manager*.
- the *Contractor* outlines any long lead items with typical lead times indicated for each item.
- the *Contractor* ensures that all equipment supplied under this contract is supplied and installed in a manner that is considered best industry practise.
- the *Contractor* ensures that the battery chemistry selected for the ESS is cobalt free.

Installation

- the *Contractor's* responsibilities include all installation works required to fulfil the contract including the connection to the clients supply and any ground/civil works that are required.
- the *Contractor* co-ordinates with the *Client*, MSA Operator and any other interested parties to programme the Site works.
- the *Contractor* adheres to the health and safety practices, policies, and procedures of the MSA Operator.
- the *Contractor* ensures that all *works* meet or exceed the standards as listed in section S305.1.
- any fire alarm/suppression systems meet or exceed the standards as listed in section S305.1.
- the *Contractor* notifies each relevant fire service about the ESS.
- the *works* remain the property of the *Contractor* until handover to the MSA is complete.

- the *Contractor* ensures the safe removal of Plant, Equipment and waste materials from Site.
- the *Contractor* ensures reinstatement and making good of the completed Site to a suitable standard for operation and maintenance.
- the *Contractor* ensures reinstatement of any area outside of the Working Areas affected by the *Contractor* whilst Providing the Works, to a condition that enables maintenance of the area in accordance with MSA Operator policy.
- the *Contractor* supports the relevant MSA Operator with the “Energy Networks Association’s Engineering Recommendation G99” application (see link in **Annex 02**) to the local DNO’s.
- where applicable, the *Contractor* supports the relevant MSA Operator with the “Energy Networks Association’s Engineering Recommendation G100 application (see link in **Annex 02**) to the local DNO.
- any other activities required by the *Contractor* to Provide the Works at the Agreed Sites.

Decommissioning and redeployment

- the *Contractor* complies with **Annex 18**.

S 110.2 To help ESS re-charge, the *Client* may request the *Contractor* to explore the benefits of providing further on-site electrical generation, for example renewables including photovoltaic solar generation. If such provision could help improve the customers’ experience when using HPEVCPs the *Client* may add such systems to the contract.

S 200 General constraints on how the *Contractor* Provides the Works

S 205 Risk management

- S 205.1 The *Client*’s “Risk Management Policy and Strategy” (see link in **Annex 02**) is crucial to the successful delivery of the *Client*’s objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- S 205.2 Within the risk management framework, the *Client*’s “Risk Management Policy and Strategy” outlines the approach for the management of risks and issues including system processes and supply chain principles.
- S 205.3 The *Client*’s “Risk Management Policy and Strategy” provides an overview of the *Client*’s approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high level risk process (see link at **Annex 02**).
- S 205.4 The *Client*’s risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track

and inform mitigation and management of the risk.

- S 205.5 The *Client* has adopted the following definition for risk:
- “an uncertain event, or set of events, which would affect the delivery of objectives. This could be a threat to planned outcomes, or an opportunity which, if exploited, could deliver improvements beyond planned outcomes. An issue is defined as a risk which has either materialised already, or is certain to do so in the future.”
- S 205.6 For the *Client* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S 205.7 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
 - assurance is provided to the *Contractor*, *Client* and other stakeholders that risks are understood and managed, and
 - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S 205.8 The *Client* has a Risk Register (see link in **Annex 02**) to record and update all risk data within the *Client's* organisation.
- S 205.9 The *Contractor* complies with the risk management requirements described in this section S 205 and as contained in the
- “Risk Management Policy and Strategy” (see link in **Annex 02**) and
 - the standards in section S 605 of the Scope.
- S 205.10 The *Contractor* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- S 205.11 Not used.
- S 205.12 The *Contractor* ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Project Manager*.
- S 205.13 The *Contractor* works collaboratively with the *Project Manager* in maintaining and updating the risk register in relation to project risks.

S 207 Business Continuity

- S 207.1 The *Contractor* prepares a business continuity plan that complies with ISO22301:2019 (see link in **Annex 02**) and submits the draft plan to the *Project Manager* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The *Contractor* amends the plan to address the *Project Manager's* comments and resubmits for acceptance within one week.
- S 207.2 The *Contractor* undertakes an annual internal test event to test the business continuity plan. The *Contractor* agrees with the *Project Manager* the test scenario prior to the test. Following the test, the *Contractor* prepares a feedback report with any proposed amendments to the business continuity plan and submits the feedback report to the *Project Manager* within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the *Project Manager* considers that the proposed amendments do not resolve the issues raised in the feedback report.
- S 207.3 The *Contractor* implements any proposed amendments in the accepted feedback report as instructed by the *Project Manager*.
- S 207.4 Where requested, the *Contractor* completes the *Client's* annual business continuity self-assessment assurance document in the form provided by the *Project Manager*. The *Contractor* provides supporting evidence to the *Project Manager* to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The *Client* may undertake an audit of compliance with these requirements.

S 208 Insurance requirements (see Contract Data part 1)

S 209 Official Secrets Act

- S 209.1 The Official Secrets Acts 1911 to 1989 (the "Official Secrets Acts") (see links in **Annex 02**) apply to the contract from the *starting date* until the Completion Date.
- S 209.2 The *Contractor* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Acts.
- S 209.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 210 Confidentiality

- S 210.1 The *Contractor* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of the contract and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the

Works

except that the *Contractor* may disclose information to

- its legal or other professional advisers,
- its employees and subcontractors (at any stage of remoteness from the *Client*) as needed to enable the *Contractor* to Provide the Works,
- 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 *Contractor* consults the *Project Manager* and takes full account of the *Client's* 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 *Contractor* or
- with the consent of the *Project Manager*.

S 210.2 The *Contractor* 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.

S 210.3 Not used.

S 211 Disclosure Requests

S 211.1 The *Contractor* acknowledges that the *Client* may receive a Disclosure Request and the *Client* 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 Disclosure Request. Where practicable the *Project Manager*, consults with the *Contractor* before doing so in accordance with the “Cabinet Office Freedom of Information Code of Practice July 2018” (see link in **Annex 02**). The *Contractor* responds to any consultation within any deadlines set by the *Client* and to the satisfaction of the *Client*. The *Contractor* acknowledges that it is for the *Client* to determine whether such information will be disclosed.

S 211.2 When requested to do so by the *Project Manager*, the *Contractor* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation (see relevant legislation listed in **Annex 02** under “Disclosure Requests legislation”).

S 211.3 The *Contractor* promptly passes any Disclosure Request received to the *Project Manager*. The *Contractor* does not respond directly to a Disclosure Request unless instructed by the *Project Manager*.

- S 211.4 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with “Procurement Policy Note (PPN) 01/17 Update to Transparency Principles” dated 16 February 2017 except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000”. The *Project Manager* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision (see links in **Annex 02**).
- S 211.5 In accordance with PPN 01/17, the *Contractor*
- co-operates with and assists the *Project Manager* to enable the *Client* to comply with its obligations to publish information or
 - proposes to the *Project Manager* for acceptance, a schedule for the release to the public of information relating to the *Client*,
 - provides information to assist the *Client* in responding to queries from the public as required by the *Project Manager* and
 - supplies the *Project Manager* with financial data relating to the contract in the form and in the times specified.
- S 211.6 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017, except to the extent it is exempt from disclosure pursuant to the “Freedom of Information Act 2000”. The *Project Manager* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Project Manager* and the *Client* to publish the contract in accordance with the *Client*’s obligation (see links in **Annex 02**).

S 212 Conflict of interest

- S 212.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Contractor* immediately notifies the *Project Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 212.2 The *Contractor* ensures its employees and subcontractors (at any stage of remoteness from the *Client*), do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Works.
- S 212.3 The *Contractor* ensures that any employee and procures that any subcontractor (at any stage of remoteness from the *Client*), who are Providing the Works, complete a “Declaration of Interests Form” (see link in **Annex 02**) prior to starting work on the contract.
- S 212.4 The *Contractor* procures that any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Project Manager* if

there is any uncertainty about whether a conflict of interest may exist or arise.

S 212.5 If the *Contractor* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Project Manager* of any actual or potential conflict of interests, the *Project Manager* may

- require the *Contractor* to stop Providing the Works until any conflict of interest is resolved and
- require the *Contractor* to submit to the *Project Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

S 212.6 A reason for not accepting the proposal is that it does not resolve any of the conflict of interest. The *Contractor* amends the proposal in response to any comments and resubmits it for acceptance by the *Project Manager*. The *Contractor* complies with the proposal once it has been accepted.

S 213 *Client's* Fair Payment Charter, Counter Fraud, Bribery and Corruption Policies

S 213.1 The *Contractor* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's*

- “Fair Payment Charter” and,
- “Counter Fraud, Bribery and corruption Code of Conduct”

(see links in **Annex 02**) throughout Providing the Works and for a period not less than 12 years after the end of the *works*.

S 213.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 214 Discrimination, Bullying, Harassment and Modern Slavery

S 214.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 214.2 In Providing the Works, the *Contractor* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations between different groups.

S 214.3 The *Contractor* ensures that its employees, or subcontractor employees (at any stage of remoteness from the *Client*) comply with the *Client's* requirements.

Where they are required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, they comply with

- the requirements of the Discrimination Acts,

- the *Client's* employment policies and
 - codes of practice relating to discrimination and equal opportunities.
- S 214.4 The *Contractor* notifies the *Project Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Client* 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.
- S 214.5 The *Contractor* 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 *Client*) also comply.
- S 214.6 The *Contractor* complies with the *Client's* "Anti Slavery (human trafficking) policy" (see link in **Annex 02**). The *Contractor* carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" (see link in **Annex 02**) which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Project Manager* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement and
 - a risk register with mitigating actions
- 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.
- S 214.7 The *Contractor* notifies the *Client* 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.
- S 214.8 The *Contractor* does not purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S 214.9 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S 214. The *Contractor* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.

- S 214.10 The *Contractor* ensures that its Staff and subcontractors (at any stage of remoteness from the *Client*) have not been convicted of slavery or human trafficking offences anywhere around the world.
- S 214.11 The *Contractor* reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the *Client*) to the *Client* and the “Modern Slavery Helpline” (see details in **Annex 02**).
- S 214.12 The *Contractor* complies (and ensures that any subcontractor complies) with the *Client*’s “Respect at Work” policy relating to bullying and harassment (see link in **Annex 02**).
- If the *Project Manager* considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the *Client*) at any location relevant to the delivery of the *works* is undesirable or in breach of the *Client*’s policies, the *Project Manager* instructs the *Contractor* to implement corrective action.
- S 214.13 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *works*, contains provisions to the same effect as this section S 214. The *Contractor*, may propose to the *Project Manager* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *works*, does not comply with the requirements of this section S 214. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section S 214 in the specific contract. The *Contractor* provides further detail when requested by the *Project Manager* to assist their consideration. If agreed by the *Project Manager*, the *Contractor* is relieved from including some or all of the requirements of this section S 214 in the specific contract.
- S 214.14 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 215 Security and protection of the Site

- S 215.1 The *Contractor* ensures the Site is protected from vehicle incursion.
- The *Contractor* ensures the Site is protected from trespass to ensure the safety of the public.

S 220 Security and identification of people

S 220.1 Mandatory obligations

- S 220.1.1 The *Client* is required to adopt the personnel security requirements and management arrangements set down in “Security Policy 3: Personnel Security” of “Her Majesty’s Government (HMG) Security Policy Framework version 1.1 – May 2018” (see links in **Annex 02**) issued by the Cabinet Office as amended from time to time (referred to here as the “Security Policy Framework”).

- S 220.1.2 The *Contractor* familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this section.
- S 220.1.3 The *Contractor* ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
- S 220.1.4 The *Project Manager* notifies the *Contractor* of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the *Contractor* as a result of the amendments.
- S 220.1.5 In addition to the requirements set out in the Security Policy Framework, the Cabinet Office “Efficiency and Reform Group” recommendations have introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in “Part Three – Cabinet Office Efficiency and Reform Group requirements” below.

S 220.2 Security checks – Minimum requirements

- S 220.2.1 “HMG Baseline Personnel Security Standard v6.0 – May 2018” (“the BPSS”) (see link in **Annex 02**) forms the minimum security check requirements for all Staff whose duties include
- working in any of the *Client’s* premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the *Client*,
 - usage of the *Client’s* Information Systems and
 - working unsupervised in any other capacity.
- S 220.2.2 The *Project Manager* may notify the *Contractor* of a modification to the categories of Staff requiring BPSS security checks at any time.
- S 220.2.3 Unless advised otherwise, it is the *Client’s* hiring manager who completes a BPSS check. The *Client’s* hiring manager for the contract is the *Project Manager*. All Staff, working on the *Client’s* premises or with its technology, have to be BPSS approved before it begins working for or with the *Client*. The BPSS form and guidance set out in **Annex 04** have been produced to assist the *Client’s* hiring manager undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
- S 220.2.4 Procedural and other details for ensuring compliance with the BPSS are set out in “Part One – BPSS Compliance” below.

S 220.3 Security checks – Additional vetting requirement

- S 220.3.1 Where Staff require unrestricted access to the *Client* areas identified in “Part Two

- National Security Vetting (NSV)" below, the *Project Manager* notifies the *Contractor* of the appropriate level of National Security Vetting (NSV) to be carried out.

S 220.3.2 The *Project Manager* notifies the Security team via email (see details in **Annex 02**) that the applicant requires NSV to be carried out.

S 220.3.3 Procedural and other details for ensuring compliance with NSV are set out in "Part Two - National Security Vetting (NSV)" below.

Part One – BPSS compliance

S 220.4 Procedures

S 220.4.1 The *Contractor* undertakes security checks to ensure the confidentiality, integrity and availability of the *Client's* asset (documents and information).

S 220.4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 220.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual

- is issued with a security pass giving unrestricted access to the *Client's* premises,
- potentially has access to the *Client's* sensitive, possibly protectively-marked, information and
- is given access to the *Client's* IT network.

S 220.4.3 The *Contractor* takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.

S 220.4.4 The *Contractor* notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Contractor* certifying the same.

S 220.4.5 The *Contractor* reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.

S 220.4.6 Any new Staff to whom paragraph S 220.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.

S 220.4.7 The *Contractor* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Client* or its appointed representatives for audit purposes upon request.

S 220.4.8 If

- the *Client* discovers any non-compliance with the requirements of the BPSS from the audit process,
- the *Contractor* fails to keep full records of security checks carried out on Staff or
- the *Contractor* fails to make such records available upon request

the *Project Manager* may

- invoke individual withdrawal of permits or passes to Staff or
- invoke systematic withdrawal of permit or passes to Staff,
- require that an independent audit of the *Contractor's* BPSS security checks procedure is undertaken at the expense of the *Contractor* and
- instruct the *Contractor* to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Project Manager*.

S 220.4.9 The *Contractor* notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

S 220.5 Security check process for BPSS

S 220.5.1 The security check process of the BPSS follows the guidance provided in “HMG Baseline Personnel Security Standard May 2018” (see link in **Annex 02**).

S 220.5.2 The BPSS comprises verification of four main elements

- identity,
- nationality and immigration status (including an entitlement to undertake the work in question),
- employment history (past 3 years) and
- criminal record (unspent convictions only).

Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

S 220.5.3 The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)” (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Contractor* from its obligation to comply with all the requirements of the “HMG Baseline Personnel Security Standard May 2018” (see link in **Annex 02**).

S 220.5.4 Information collected at each stage of the process is reviewed, assessed and recorded by the *Project Manager* in line with the BPSS form set out in **Annex 04**.

S 220.6 Verification of identity – Outline requirements

S 220.6.1 Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together

with a utility bill or bank statement) or by means of a commercially available identification verification service.

S 220.6.2 Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

S 220.6.3 There is no definitive list of identifying documents. The *Contractor* notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).

S 220.6.4 National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.

S 220.6.5 Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the *Contractor* notifies the *Project Manager* and records the matter on the Early Warning Register.

S 220.7 Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements

S 220.7.1 Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.

S 220.7.2 The *Contractor* takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in **Annex 02**) where applicable.

S 220.7.3 Checks need to be applied consistently and the *Contractor* needs to be aware of its obligations under the "Equality Act 2010" (see link in **Annex 02**).

S 220.8 Employment history (past 3 years) – Outline requirements

S 220.8.1 The *Contractor* verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by

- following up references with previous employers,
- verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,
- verifying academic certificates,
- means of a commercially available CV checking service or
- in exceptional circumstances or where there are unresolved gaps, by

means of an independent check of HMRC records.

- S 220.8.2 To ensure that individuals are not concealing associations or unexplained gaps, the *Contractor* carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.

S 220.9 Criminal record (unspent convictions only) – Outline requirements

- S 220.9.1 The *Contractor* notes that the requirement to verify “unspent” convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records (“spent” and “unspent”) are made as part of that process.
- S 220.9.2 Under the terms of the “Rehabilitation of Offender Act 1974” (see link in **Annex 02**), it is reasonable for employers to ask individuals for details of any “unspent” criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the “rehabilitation period”), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.
- S 220.9.3 The *Contractor* may choose to use the basic disclosure certificate check option available from the “Disclosure and Barring Service” (see link in **Annex 02**) to meet this verification requirement.
- S 220.9.4 Where “unspent” convictions have been disclosed, the *Contractor* carries out a risk assessment, which may include the need for legal advice, before proceeding further.

S 220.10 Approval for employment

- S 220.10.1 General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Contractor* from its obligation to comply with all the requirements of the BPSS.
- S 220.10.2 Subject to paragraph S 220.10.3 and unless advised to the contrary by the *Project Manager*, all Staff for whom a completed BPSS has been submitted may be treated by the *Contractor* as suitable to undertake the duties referred to in paragraph S 220.2.1.
- S 220.10.3 The *Client* ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Project Manager* may exclude from the *Client’s* premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
- S 220.10.4 BPSS checks with a sealed “Criminal Record Declaration” are assessed separately on a case by case basis by the *Project Manager*. The *Project*

Manager advises the *Contractor* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 220.2.1.

S 220.11 Incomplete or unsatisfactory BPSS verification records

- S 220.11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Project Manager* advises the *Contractor* of the deficiencies and the actions needed to correct them.
- S 220.11.2 The *Project Manager* contacts the *Client's* Security team to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.

S 220.12 Renewal of the BPSS

- S 220.12.1 Under most circumstances, renewal of the BPSS is not required.
- S 220.12.2 The *Contractor* rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
- S 220.12.3 The *Project Manager* instructs the *Contractor* to carry out additional security checks on any Staff required to operate in or on List X (see link in **Annex 02**) premises owned, operated or accessible by the *Client*.
- S 220.12.4 If an individual, who has previously been the subject of a BPSS check, leaves the employment of the *Contractor* and is subsequently re-employed by the *Contractor* within twelve months, the original security check authorisation may be reinstated. The *Client* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.

S 220.13 Ongoing personnel security management ("aftercare")

- S 220.13.1 The *Contractor* monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the Security Policy Framework and reports to the *Project Manager* immediately if the continuing suitability of an individual is in doubt.
- S 220.13.2 Where the *Contractor* reports a case of doubt or the *Project Manager* considers that the actions of any individual does not conform to the *Client's* required behaviours, the *Project Manager* may instruct the *Contractor* to review the performance of the individual concerned. The *Contractor* takes appropriate action in consequence of the review, which may include
- agreeing a performance improvement plan,
 - a temporary suspension of permits and passes or
 - removal of the individual in accordance with NEC4 ECC clause 24.2 of

the conditions of contract.

S 220.14 Retention of documentation

- S 220.14.1 The documentation associated with the BPSS check is retained by the *Contractor* until Completion is reached and for a period of twelve months after the individual has ceased to be employed on the contract.
- S 220.14.2 The *Contractor* destroys all electronic and paper copies of documentation which it is no longer required to retain.

Part Two – National Security Vetting (NSV)

S 220.15 Procedures

- S 220.15.1 In all cases, verification of identity and the individual's entitlement to undertake the work in question is to be carried out before embarking on NSV.
- S 220.15.2 Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The *Contractor* agrees with the *Project Manager*, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
- S 220.15.3 The *Project Manager* determines if any Staff need to undertake the NSV in addition to the BPSS check.
- S 220.15.4 If the *Project Manager* considers that the NSV is required, the *Client* identifies, manages and undertakes the necessary vetting at the *Client's* expense.
- S 220.15.5 Where the *Project Manager* determines that the NSV is required, the approval process set out in section S 220.10 does not apply, unless the *Project Manager* instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.

Part Three – Cabinet Office Efficiency and Reform Group requirements

S 220.16 Admittance to the *Client's* premises

- S 220.16.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors with the *works*. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the *Project Manager*.
- S 220.16.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the *Client's* premises. The instruction is a compensation event if the measures are additional to those required by the Scope.

S 220.17 Passes

- S 220.17.1 All Staff are required to carry a *Client's* pass whilst working in any of the *Client's* premises.
- S 220.17.2 The *Contractor* submits to the *Client* a list of the names of individuals for whom passes are required. The *Client* issues the passes to the *Contractor*. Each pass is returned to the *Client* by the *Contractor* when the individual no longer requires access to the *Client's* premises or after the *Client* has given notice that the individual is not to be admitted to any of the *Client's* premises.

S 220.18 Recorded images

- S 220.18.1 The *Contractor* does not take recorded images, for example, photographs or videos, of the *Client's* premises or any part of them unless it has obtained the approval of the *Project Manager*.
- S 220.18.2 The *Contractor* takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
- S 220.18.3 The *Contractor* does not take recorded images, for example, photographs or videos, of the MSAs or any part of them unless it has obtained the approval of the *Project Manager*.

S 225 Protection of existing structures and services

- S 225.1 The *Contractor* refers to the Site Information to identify site specific requirements and constraints for the protection of existing structures, 3rd party services, trees, vegetation and all other items at the Site impacted by the *Contractor* in Providing the Works.
- All investigations including ground investigations required in Providing the Works are planned and undertaken by the *Contractor*.

S 230 Protection of the works

- S 230.1 The *Contractor* takes appropriate measures to protect the *works* from damage and/or theft until handover is complete.
- The *works* remain the property of the *Contractor* until handover is complete.
- The *Contractor* makes good any damage to the *works* until handover is complete.
- The handover of the *works* will be on a site-by-site basis. The programme for handover is to be submitted to the *Project Manager* for acceptance and included within the Accepted Programme.

S 235 Cleanliness of roads

- S 235.1 The *Contractor* proposes the maintenance and cleanliness of all roads, private accesses and public rights of way affected by the *works* with the *Project Manager* for their acceptance.

S 240 Consideration of Others

Consideration of Others

S 240.1 The *Contractor*

- registers the Sites under the “Considerate Constructors Scheme” and
- complies with the “Considerate Constructors Scheme’s Code of Considerate Practice” in Providing the Works

(see links in **Annex 02**).

S 240.1.1 Where there is an impact to customers’ access, or the operation of the MSA, due to but not limited to:

- delivery of Plant and Materials,
- crane lifts and
- excavations and street works

the *Contractor* plans activities and seeks to minimise disruption. The *Contractor* submits the plan to the *Project Manager* for acceptance.

Reasons for non-acceptance are

- that there is insufficient time for the MSA Operator to take suitable action,
- it will cause significant disruption during a Bank Holiday or expected busy period,
- the plan is not sufficiently detailed or
- the proposal will be overly disruptive to the MSA operations.

The *Contractor* removes Plant and Materials from the Working Areas (with the *Project Manager’s* permission) when they are no longer needed to Provide the Works to minimise disruption to the MSA.

Customer

S 240.2 The customer is any person or organisation that uses or is affected by the *works* or by the *Contractor* Providing the Works, including

- road users,
- communities and community groups,
- tenants, persons and organisations that lease from the *Client* and
- the public who use the *works*.

S 240.3 The *Client’s* overarching “Customer Service Strategy” (see link in **Annex 02**) sets out the approach to improving works and services provided to its customers. The *Contractor* and subcontractors (at any stage of remoteness from the *Client*) adhere to the “Customer Service Strategy” and all current and future customer service standards published by the *Client* when Providing the Works.

- S 240.4 The *Contractor* notifies the *Project Manager* by the end of the next working day of any issues that could have a negative consequence on customers and acts to mitigate the consequence when instructed by the *Project Manager*.

Customer Relationship Management

- S 240.19 The *Client* operates a Customer Relationship Management (CRM) system through Microsoft Dynamics 365 for managing all stakeholder and customer correspondence. The *Contractor* uses the *Client's* CRM system in managing all stakeholder and customer correspondence.

- S 240.20 The *Contractor* liaises with the *Project Manager* to ensure that relevant Staff receive CRM training.

- S 240.21 Any proposal to deviate from the use of the *Client's* CRM system, is submitted to the *Project Manager* for acceptance. A reason for not accepting the proposal is that

- the proposed system does not meet the requirements for a CRM system,
- there is no additional benefit of using an alternative system or
- the *Client's* Single View of Customer project team do not agree with the use of another system.

If the proposal is not accepted the *Contractor* uses the CRM system as stated in S 240.19.

S 241 Temporary Traffic Management

- S 241.1 Unless otherwise authorised by the *Project Manager*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for bank holiday periods and other periods as set out below.

- S 241.2 Traffic management is to be removed before 06.00 on the Friday before the bank holiday Monday and not reinstated before 00.01 on the Tuesday after the bank holiday.

- S 241.3 Traffic management is to be removed before 06.00 on the Thursday before Good Friday and not reinstated before 00.01 on the Tuesday after Easter Monday.

- S 241.4 Traffic management is to be removed before 06.00 on the morning of the third working day* before Christmas Day and not reinstated before 00.01 on the first working day* following the New Year's Day bank holiday.

*Note: "working day" means a weekday, but not an English public holiday, Saturday or Sunday. A "working day" would include Christmas Eve where it falls on a weekday.

- S 241.5 Unless otherwise accepted by the *Project Manager*, key freight routes are to have no total closures and to have minimal lane closures in place. Traffic management is to be removed before 06.00 on the morning of Black Friday and not reinstated before 00.01 on the Saturday following Cyber Monday.

- S 241.6 There are no key freight routes applicable.
Not used.
- S 241.7 The *Contractor* carries out temporary traffic management, design, implementation, safety audits, applies lessons learned and checks and challenges proposals for compliance with
- “Traffic Signs Manuals” chapters 7 and 8,
 - “Roadworks a Customer View” including “Roadworks: a Customer View Implementation Toolkit” and expected best practice and
- (see links in **Annex 02**).
- S 241.8 The *Contractor* ensures that
- the temporary traffic management audit team includes a practitioner who holds ‘Temporary Traffic Management Engineering PC3 Professional Higher Diploma in Temporary Traffic Management’ and
 - none of the temporary traffic management audit team undertakes any temporary traffic management design for the *works*.

S 245 Condition survey

- S 245.1 The *Contractor* carries out a risk assessment of the effect the *works* may have on the structural integrity of adjacent roads, railways, buildings, structures and fields.
- S 245.2 The *Contractor* surveys such roads, railways, buildings, structures and fields to determine their condition before and after Sectional Completion to establish if their structural integrity has diminished. The *Contractor* submits all survey and integrity information to the *Project Manager*.
- S 245.3 The *Contractor* does not enter land or property, or contact the land or property owner, without prior acceptance from the *Project Manager*. The *Contractor* does not commit the *Client* to any payment for land/ property entry. The *Contractor* coordinates all access requirements, and submits the survey scope, methods, etc. to the *Project Manager* for acceptance.
- S 245.4 Unless otherwise accepted by the *Project Manager*, the *Contractor* records all survey arrangements and submits a copy of this correspondence to the *Project Manager*, no later than 48 hours prior to taking access.
- S 245.5 The *Contractor* observes any specific condition issues outlined in the Site Information.

S 255 Industrial Relation

- S 255.1 Not used.

S 260 Control of works

S 260.1 The *Contractor* provides detailed risk and method statements (RAMS) for approval by the MSA Operator and the *Client* before starting *works* on Site.

The RAMS are submitted at least 12 weeks prior to *works* starting on Site.

The RAMS specifies all safe systems of work proposed by the *Contractor* to ensure a safe working environment and must be appropriate for the technology used in the construction of the ESS and supporting equipment.

The RAMS specifies how the public is protected from the *works*.

The RAMS specifies the competencies required for the site operatives and must be suitable for the work activity proposed for each operative.

The *Contractor* adheres to the policies and requirements of working within each of the MSA sites and must not undertake any activities that compromise the granted planning consent and/or their connection agreement with the local DNO.

The *Contractor* adheres to any environmental constraints placed on the *works* during the planning consenting process and/or as mentioned within the Site Information.

The *Contractor* complies with all requirements of the local DNO with respect to connection of generation equipment and adheres to the guidance set out within the standards listed in S305.1 (see link in **Annex 02**).

The *Contractor* connects the ESS low voltage (LV) supply at the MSA at an agreed date and time to minimise potential disruption to the MSA and its tenants. This connection date is agreed in a single meeting with the *Client* and the MSA Operator in attendance.

The *Contractor* ensures that all safety systems have been commissioned for use prior to energisation of the ESS, these include but not be limited to the fire alarm and fire suppression systems.

S 265 Site Cleanliness

S 265.1 The *Contractor* ensures that the areas around the Sites are cleaned periodically and that the Sites are maintained suitably clean which is to include but not be limited to

- the Site being kept free from rubbish,
- waste materials are to be removed from *Site*,
- any damages are to be reported to the MSA Operator,
- public parking spaces around the Site is to be kept clear unless agreed with the MSA Operator and then kept to a minimum and
- liaising with the MSA Operator and adopting their cleanliness policy.

A final cleaning schedule is to be submitted to the *Project Manager* for acceptance and included within the Accepted Programme.

S 269 Environmental Requirements and Sustainability

Energy Efficiency Directive

- S 269.1 The *Contractor* supports the achievement of the
- *Client's* carbon management ambition in its "Net zero carbon management plan"
 - carbon management and energy efficiency requirements stated in "General Guidance 103 (GG 103), Introduction and General Requirements for Sustainable Development and Design" and
 - *Client's* compliance with the "Procurement Policy Note 7/14, Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary procurement policy note
- when Providing the Works (see links in **Annex 02**).
- S 269.2 In complying with the requirements of PPN 7/14, the *Contractor*
- in purchasing any new products for use partly or wholly in Providing the Works, by either the *Contractor* or a subcontractor (at any stage of remoteness to the *Client*), to comply with the standard for products in the "Directive 2012/27/EU of the European Parliament and of the Council" ("directive 2012/27/EU") (see link in **Annex 02**) and
 - provides evidence to the *Project Manager* to demonstrate how any new products for use partly or wholly in Providing the Works, purchased by either the *Contractor* or a subcontractor (at any stage of remoteness to the *Client*), complies with the requirements of PPN 7/14.

Air Quality Strategy

- S 269.3 The *Client's* "Air Quality Strategy" (see link in **Annex 02**) sets out how all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. In Providing the Works the *Contractor* supports the *Client's* "Delivery Plan" (see link in **Annex 02**) aim to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.
- S 269.4 The *Contractor*
- in purchasing new vehicles, for use partly or wholly in Providing the Works, complies with the minimum mandatory standards in "Government Buying Standards Transport 2017" (see link in **Annex 02**) and
 - when requested by the *Project Manager*, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the "Government Buying Standards Transport 2017" can be achieved. Report findings help inform setting standards for future

highways contracts and any subsequent action by the *Contractor* helps reduce emissions of harmful pollutants when Providing the Works.

Environmental and sustainability requirements

- S 269.5 In Providing the Works, the *Contractor* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people, the built, natural and historic environment, and carbon.
- S 269.6 The *Contractor* complies with
- environmental legislation
 - the relevant national policy
 - the relevant planning policy,
 - the *Client's* Licence
 - the *Client's* environmental strategy
 - the *Client's* "sustainable development strategy"
 - the *Client's* "Net zero carbon plan"
 - "Design Manual for Roads and Bridges (DMRB) LA101 to LA120", including LD117, 118 and 119
 - "General Guidance 103 (GG 103) - Introduction and general requirements for sustainable development and design" and
 - the Specification for Highway Works (Manual of Contract documents for Highway Works)
- when Providing the Works (see links in **Annex 02**).
- S 269.7 The *Contractor* supports the *Client's* key performance indicators (KPI) and performance indicators (PI) as described in the *Client's* "Operational Metrics Manual" (OMM) (see link in **Annex 02**).
- S 269.8 In Providing the Works, the *Contractor* considers the importance and value of biodiversity, mitigates the impact on wildlife and looks for opportunities to provide biodiversity enhancements.
- S 269.9 Not used.
- S 269.10 The *Contractor* delivers the *Client's* responsibilities and opportunities within the "Government Buying Standards" (see link in **Annex 02**) when Providing the Works.
- S 269.11 The *Contractor* demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the *Client's* "Sustainable Development Strategy" (see link in **Annex 02**) and ensures that any subcontractors (at any stage of remoteness to the *Client*) demonstrate efficiency to the same effect.

- S 269.12 The *Contractor* assesses carbon emissions generated in the delivery of the *works* during the period, as proposed to the *Project Manager for acceptance*, using the *Client's* "Carbon Emissions Calculation Tool and guidance ("Carbon Tool")" (see link in **Annex 02**) and divides the total carbon emissions by the contract spend in the period, to calculate the tonnes of carbon/£m spend.
- S 269.13 The *Contractor* assesses the percentage reduction in carbon per £m spend every quarter and reports the result to the *Project Manager*.
- S 269.14 Not used.

Environmental Management Plan (EMP) first iteration

- S 269.15 The *Contractor* delivers the Environmental Management Plan (EMP) first iteration in accordance with the requirements of LA 120 "Environmental Management Plans" (see link in **Annex 02**). The EMP is made available to the *Project Manager* at all times.
- S 269.16 In this section references to EMP are to mean EMP first iteration.
- S 269.17 The *Contractor* prepares an EMP. If directed by the *Project Manager* to do so, the *Contractor* prepares the EMP at an earlier time. The EMP content and structure is available in the appendices to LA 120.
- S 269.18 The *Contractor* submits the EMP to the *Project Manager* for acceptance prior to implementation. A reason for not accepting a EMP is that
- it does not reflect statutory requirements e.g. archaeological, European Protected Licence or other statutory environmental bodies requirements,
 - it does not allow the *Contractor* to Provide the Works,
 - it does not reflect the outcome of a statutory process (e.g development consent order permission granted) or
 - it does not reflect any non-statutory outcome (e.g. environmental assessment report determining that the project does not require a statutory environmental impact assessment) and
 - it does not comply with or meet the requirements of the contract.
- S 269.20 Not used.

Environmental Management Plan (EMP) second iteration

- S 269.21 The *Contractor* delivers the EMP second iteration in accordance with the requirements of LA 120 "Environmental management plans" (see link in **Annex 02**). The EMP first iteration is available from the *Project Manager*.
- S 269.22 In this section references to EMP are to mean EMP second iteration.

- S 269.23 The *Contractor* prepares an EMP in advance of the commencement of construction. If directed by the *Project Manager* to do so, the *Contractor* prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to LA 120.
- S 269.24 The *Contractor* submits the EMP to the *Project Manager* for acceptance prior to implementation. A reason for not accepting a EMP is that
- it does not realistically reflect timing requirements e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements,
 - it does not allow the *Contractor* to Provide the Works,
 - it does not reflect the outcome of a statutory process (e.g development consent order permission granted) or
 - it does not reflect any non-statutory outcome (e.g. environmental assessment report determining that the project does not require a statutory environmental impact assessment) and
 - it does not comply with or meet the requirements of the contract.

Site waste management plan

- S 269.26 In Providing the Works the *Contractor* complies with LA 110 “Material assets and waste (see link in **Annex 02**) to ensure that it
- minimises the need for waste disposal,
 - minimises the generation and environmental impacts of wastes arising during the course of the *works* and
 - maximises opportunities for the re-use and recovery of wastes and
 - promotes a circular approach.
- S 269.27 In Providing the Works the *Contractor* complies with any necessary applications to the local authority or the Environment Agency under the terms of the “Environmental Permitting (England and Wales) Regulations 2010” and the “Town and Country Planning Act (1990)” for the storage, treatment or disposal of wastes (see links in **Annex 02**).
- S 269.28 The *Contractor* produces and maintains site waste management plans in accordance with LA 110 “Material assets and waste”.

Environmental Management Plan (EMP) third iteration

- S 269.29 The *Contractor* delivers the third iteration in accordance with the requirements of LA 120 “Environmental Management Plans” (see link in **Annex 02**).
- S 269.30 In this section references to EMP is to mean EMP third iteration.
- S 269.31 The *Contractor* prepares an EMP 10 week(s) prior to Completion of the *works* or any section of the *works*, besides aftercare / management of landscape works.

This covers the activities required to provide the effective long-term management of environmental matters associated with the operation of the *works*.

S 269.32 The *Contractor* liaises with the appropriate statutory bodies and local authorities in accordance with the *Client's* requirements and incorporates their requirements into the EMP as directed by the *Project Manager*. The *Contractor* submits the EMP to the *Project Manager* for acceptance 6 week(s) prior to Completion of the *works* or any section of the *works*. A reason for not accepting an EMP is that

- it does not allow the *Contractor* to Provide the Works in accordance with the Scope,
- it does not include archaeological, European Protected Licence or Historic England requirements or other third party commitments given,
- it does not reflect the outcome of a statutory process (e.g development consent order permission granted) or it does not reflect any non-statutory outcome (e.g. environmental assessment report determining that the project does not require a statutory environmental impact assessment).

S 270 Waste materials

S 270.1 The *Contractor* removes all construction wastes from the Sites and Working Areas.

The *Contractor* ensures that any hazardous wastes, including, but not limited to battery, electrical, electronic wastes, oils and lubricants are removed from the Sites and disposed of appropriately.

S 271 People strategy

S 271.1 Equality, Diversion and Inclusion

S 271.1.1 The *Contractor* assists the *Client* in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the *Client's* employees, its supply chain (at any stage of remoteness from the *Client*) and its customers. The *Client's* intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.

This requires the *Client* to work collaboratively with its diverse supply chain (at any stage of remoteness from the *Client*) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.

The *Client* therefore requires the *Contractor* to demonstrate how it develops an iterative approach in supporting the *Client* and in meeting its equality, diversity and inclusion ambitions throughout the *works*.

The *Client* also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.

The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.

S 271.2 Inclusion Action Plan (IAP)

S 271.2.1 The IAP (see **Annex 06** for IAP template and additional guidance) covers the key areas of EDI.

The IAP focuses attention throughout the *works* on

- gathering diversity and inclusion intelligence,
- analysing this intelligence to identify opportunities to improve and
- developing, delivering and evaluating an action plan considering the above.

This enables the *Client* and its supply chain (at any stage of remoteness from the *Client*) to identify and deliver opportunities, creating tangible benefits which make visible difference in the priority performance areas

- to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,
- to understand the diverse needs of its customers/ communities and ensuring appropriate action is taken to be 'a good neighbour' throughout the life of the *Client's* contracts and
- by holding itself and the supply chain (at any stage of remoteness from the *Client*) to account in delivering the above.

The *Contractor* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The IAP relates specifically to the *Contractor's* business (or each of the Consortium Members, if applicable).

S 271.2.2 The IAP names an individual from the *Contractor* to act as the EDI lead to

- be responsible for ensuring the implementation and ongoing development of the IAP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews and
- act as a single point of contact on all matters concerning EDI.

S 271.2.3 The *Contractor* prepares an IAP in accordance with the template provided in **Annex 06**. The *Contractor* submits it to the *Project Manager* for acceptance within 12 weeks of the *starting date*, to demonstrate how it develops an iterative

approach to supporting the *Client* in meeting its EDI objectives throughout the *works*.

S 271.2.4 All relevant information for the submission is to be included. The total IAP does not exceed 20 pages except for any appendices. Any appendices only include relevant policies, as any other information will not be considered.

The IAP includes

- current EDI position/ baseline - what does the *Contractor's* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),
- action/ task – what the *Contractor* does to meet the requirements,
- when does this happen – when does the *Contractor* take the action specified above,
- responsible officer – who within the *Contractor's* organisation is responsible for this action,
- resource - the *Contractor* considers the resources needed to act over and above the responsible officer and
- measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the *Contractor* know it has made a tangible difference? What difference has this activity made?

S 271.2.5 A reason for the *Project Manager* not accepting the IAP is that

- it does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the *Client*),
- it has not used data or intelligence to identify priorities or actions for the plan,
- it does not demonstrate how the *Contractor*
 - ensures the working culture, practice and environment is inclusive,
 - considers and understands the diverse needs of customers and neighbouring communities,
 - holds itself and any subcontractor (at any stage of remoteness from the *Client*) to account in delivering the plan,
 - monitors and evidences year on year improvements or
- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section [S229] Discrimination of the Scope.

S 271.2.6 Every six months, the *Contractor* prepares a progress report against the IAP. The *Contractor* provides a copy to the *Project Manager* within 14 days of the end of each six-monthly period. The *Client's* team reviews and scores the IAP in line with the Collaborative Performance Framework (CPF) metrics.

S 271.3 Employment and Skills

- S 271.3.1 The *Contractor* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the *Client*), to deliver the *works* and performance required including
- quantifying and delivering on any new employment opportunities that is generated whilst Providing the Works and outlining how the *Contractor* and its supply chain (at any stage of remoteness from the *Client*)
 - attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, Black, Asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and
 - recruits new people into the sector,
 - identifying and delivering on opportunities to develop and deploy new skills that contributes to improved performance against the *Client's* key performance indicators (KPIs) and imperatives (see “Employment and Skills Plan” (in **Annex 02**)). This includes those new skill areas outlined in the “Transport Infrastructure Efficiency Strategy” (see link in **Annex 02**) and
 - identifying and delivering on opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent pool for the sector. This includes, but is not limited to, assisting the *Client* in delivering on its commitments in relation to the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” (see link in **Annex 02**).
- S 271.3.2 Within 12 weeks of contract award, the *Contractor* prepares and submits the “Employment and Skills Plan” (ESP) in accordance with the template in section S 271.5 to the *Project Manager* for acceptance.
- S 271.3.3 A reason for the *Project Manager* not accepting the ESP is that it does not
- demonstrate how the *Contractor* complies with the contract,
 - demonstrate how the requirements are passed down the supply chain (at any stage of remoteness from the *Client*),
 - clearly define outputs and how they are measured and
 - meet or evidence how the *Contractor*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - holds itself and its supply chain (at any stage of remoteness from the *Client*) to account in delivering the ESP or
 - monitors and evidences year on year improvement.
- S 271.3.4 The *Contractor* appoints an individual as employment and skills lead to
- be responsible for ensuring the implementation and on-going development of the ESP,

- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews and
- act as a single point of contact on all matters concerning employment and skills for the *works*.

S 271.3.5 The *Contractor* submits to the *Project Manager* for acceptance an annual report of the *Contractor's* workforce planning and development data. The *Contractor* uses the template in section S 271.6 twelve months after submission of the ESP, and every 12 months after that, until Completion.

S 271.3.6 A reason for the *Project Manager* not accepting the workforce planning annual report is that it does not demonstrate how the *Contractor*

- complies with the contract,
- complies with any guidance issued by the *Client*,
- supports the aims of the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” or
- successfully addresses any shortfall in Staff skills within the *Contractor* or its supply chain (at any stage of remoteness from the *Client*).

S 271.3.7 The *Contractor* facilitates the *Client*, in undertaking continuous improvement reviews of all information regarding the *Contractor's* progress, in delivering against the provisions of employment and skills requirements including

- ensuring that its supply chain (at any stage of remoteness from the *Client*) maintain and retain records relating to the ESP and their compliance with the contract and
- granting or procuring the grant of access to any
 - premises used in the *Contractor's* Providing the Works whether the *Contractor's* own premises or otherwise and
 - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Works, wherever situated and whether the *Contractor's* own equipment or otherwise and
 - complying with the *Client's* requests for access to senior personnel engaged in Providing the Works.

S 271.4 Skills and Apprenticeships

S 271.4.1 The *Client* is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this, the *Contractor* delivers new apprenticeships on the contract. The *Contractor* submits to the *Project Manager*, on a quarterly basis, the apprenticeship report as detailed in section S 271.7. The due dates for this reporting will be confirmed to the *Contractor* by the *Project Manager* after the *starting date*.

S 271.5 Employment and Skills Plan (ESP)