

Carnell Support Services Ltd  
(via Bravo Solutions)

FAO: [REDACTED]

**CONFIDENTIAL**

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<http://highwaysengland.co.uk/>

Sourcing portal ref: itt\_5554

4<sup>th</sup> October 2021

**OFFICIAL SENSITIVE  
SUBJECT TO CONTRACT  
TECHNICAL SURVEYS AND TESTING – DRAINAGE - NORTH WEST REGION  
OJEU ref: 2020/S 194-470480**

Dear [REDACTED],

Further to my letter dated 7<sup>th</sup> September 2021, I am writing to inform you that the standstill period for this contract has now ended and that National Highways intends to award this contract to your company.

Please note that the award of the contract may still be prevented or delayed if a claim is issued against National Highways prior to the execution and completion of the contract. No contract will exist until the contract has been executed and completed.

**Contract Execution**

The Form of Agreement is attached to the email sending you this letter. Please arrange for your authorised signatories to execute a copy and then please send a scanned copy to me via the Bravo Solutions portal and post the hard copy to the above address marked for my attention. Please do not date the contract. Once we have received your documents National Highways will execute the counterpart, date the agreement and send a copy to you.

**Insurance**

Prior to entering into the contract, you are required to provide evidence that the insurances required in the contract are in place. Please submit this evidence via Bravo.

**Publicity**

Until such time as we notify you, you must not publicise the contents of this letter or the award of this contract and all media enquiries should be directed to the relevant procurement officer via the Sourcing portal.

Yours sincerely

[REDACTED]

[REDACTED]  
**Procurement Delivery Partner**

**Email:** [REDACTED]



**Highways England Company Limited**

**NEC4 Term Service Short Contract**  
(June 2017 with amendments January 2019)

**SCOPE**

in relation to *services* for

**Technical Surveys and Testing – Drainage**

### CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	SM	

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S 100 Description of the service	
S 100.1	The Technical Services and Testing - Drainage contracts comprise of six term service contracts, each with a duration of seven years, subject to satisfactory performance.
S 100.2	<p>Each region is covered by one contractor. The regions covered by these contracts are;</p> <ul style="list-style-type: none"> <li>• North West (areas 10 and 13)</li> <li>• Yorkshire and North East (areas 12 and 14) – Area 12 will be covered by this contract from June 2021</li> <li>• East (areas 6 and 8)</li> <li>• Midlands (areas 7 and 9) – Area 9 will be covered by this contract from July 2022</li> <li>• South East (areas 3 and 4) – Area 3 will be covered by this contracts from November 2021</li> <li>• South West (areas 1 and 2)</li> </ul> <p>A map of each region can be found in <b>Annex 02</b>.</p>
S 100.3	The area in which the <i>Contractor</i> Provides the Service for this contract is the <i>region</i> .
S 100.4	The <i>Contractor</i> may be asked to cover work in an adjacent region. If this should occur, the <i>Client</i> will discuss this with the <i>Contractor</i> and it will be classed as a Compensation Event.
S 100.5	<i>The Client</i> will instruct surveys to be undertaken via individual Task Orders, an example Task Order is included in <b>Annex 17</b> . The Task Order will state the general requirements for the survey, the technical details of what is required and includes the schedule of agreed rates. The technical details relate to specific requirements in CS 551. Where CS 551 contains options or additional items the technical details state which are required for the particular survey. To aid the survey specifier, some items are indicated as the default option, however, tenderers should be aware that the default items will not always be selected, and item pricing should allow for non-default items being required.
S 101 Service objectives	
S 101.1	The survey information provided by the <i>Contractor</i> will be used by the <i>Client</i> for a range of purposes, including asset management and improved asset knowledge, and for the development and design of network maintenance and improvement schemes.

S 101.2	The contract is designed to be flexible and allow for direct issuing of work. Task Orders can be used in several ways, from instructing single, unplanned surveys to a long-term programme of work.
S 101.3	Appointing one <i>Contractor</i> to cover each region gives certainty of work and builds collaborative relationships between <i>Client</i> and <i>Contractor</i> . Responsiveness is improved by the simpler, faster issuing of Task Orders and earlier engagement with the <i>Contractor</i> .
S 101.4	The contract seeks to improve data quality by working closely with the <i>Contractor</i> , both to ensure that the data provided is accurate and to explore innovative approaches to delivering surveys through the life of the contract.
<b>S 102 Description of the service</b>	
S 102.1	<p>The site-specific requirements will be detailed in individual Task Orders but in general, the Contractor will be required to undertake the following activities:</p> <p><b>Validation survey</b> A survey carried out to verify whether the inventory information held on the DDMS, previously derived from drawings, is a true record of the visible surface point assets or not.</p> <p><b>Priority asset survey</b> A survey carried out in areas where the highway drainage system is unknown or uncertain, in order to locate the outfall or soakaway point of each drainage catchment, and any culverts passing under the carriageway, to facilitate management of pollution and flooding risk.</p> <p><b>Filter drain condition survey by GPR</b> A survey carried out of the service condition due to sediment contamination of the filter medium of combined surface and sub-surface drains, and other forms of filter drain, including the use of ground penetrating radar (GPR).</p> <p><b>All assets condition and connectivity survey</b> A survey carried out to determine the inventory, asset level condition and connectivity of all drainage assets in a drainage system.</p> <p><b>Pipework and chambers defect survey by CCTV</b> A survey carried out to determine the inventory, condition and detailed defects of pipework and the associated chambers and gullies, including the use of a closed-circuit television (CCTV) camera.</p> <p><b>Pipework geometric survey by laser profiler</b> A survey carried out to determine the pipework internal circumferential geometry, including the use of a laser profiler in association with a pipework and chambers defect survey by CCTV.</p>
S 102.2	The primary purpose of these surveys is to determine the nature and condition of the drainage asset.



S 102.3	Task Orders can be issued as urgent single surveys or multiple surveys from a plan or programme. Timings from the issue of Task Orders to surveys taking place will be dependent on the availability of roadspace and the urgency of the work.
S 102.4	The <i>Contractor</i> is responsible for post-site works analysis and pre-processing data and providing it to the <i>Client</i> . In some cases the data will need to be in a format that is acceptable for uploading to the <i>Client's</i> systems as detailed in the Asset Data Management Manual (see link in <b>Annex 02</b> ).
S 102.5	The <i>Contractor</i> may be required to provide temporary traffic management to facilitate surveys.
S 102.6	<p>The <i>Contractor</i> may be required to provide other ad-hoc services related to surveys which will be priced in accordance with the contract. These may include but are not limited to;</p> <ul style="list-style-type: none"> <li>• Data manipulation – geo-referencing as-built and digitisation of asset data</li> <li>• Consolidation and rationalising of drainage data within catchments</li> <li>• Undertake activities to minimise survey abandonments which include but are not limited to; <ul style="list-style-type: none"> <li>– Clearance of inlet and outlets</li> <li>– Vegetation clearance to gain access, to include two-man team with motorised and suitable hand tools.</li> </ul> </li> <li>• Provision of Automatic Number Plate Recognition unit</li> </ul>
S 102.7	When required for individual Task Orders, the <i>Contractor</i> shall undertake the CDM duty holder role of principal contractor and co-ordinate the works on site, including in some cases the works of other Contractors employed by the <i>Client</i> to undertake surveys.
S 102.8	<p>The specification that shall apply to the services is detailed in Section S 200 with links to the following standard specifications and supporting documents:</p> <ul style="list-style-type: none"> <li>• <a href="#">CD 535 of the Design Manual for Roads and Bridges for Drainage Asset Data and Risk Management</a> and associated England National Application Annex</li> <li>• <a href="#">CS 551 of the Design Manual for Roads and Bridges for Drainage Surveys</a> and associated England National Application Annex</li> <li>• 'Drainage Scheme Round-tripping Interim Guide (June 2019),' 'MCHW Drainage Survey Method of Measurement (July 2019)' and 'HADDMS Drainage Data Formats Issue 2 (Sep 2020)' found via <a href="https://www.haddms.co.uk/">https://www.haddms.co.uk/</a> Downloads page. (Select the Downloads link from the front page to access the system without a login)</li> <li>• CD 535 and CS 551 are available from the following website via the DMRB menu item <a href="https://www.standardsforhighways.co.uk/ha/standards/">https://www.standardsforhighways.co.uk/ha/standards/</a></li> </ul>

	<p>The most current publication of the standard specifications at the time of Task Order issue will be applied to the individual Task Order.</p> <p>In the event of any contradiction between the standard specifications and this contract, the requirements of this contract take precedence.</p>
S 102.9	<p>It is accepted that technology will change over the contract period. Any new proposed working method, technology or output from technology, that is not covered by the current standards mentioned will need a Departure from Standards to be submitted. Granting the Departure from Standards is not automatic once the submission is made and the submission in itself is not a guarantee it will be accepted.</p>
S 102.10	<p>There may also be a change in the BS EN, DRMB standards or others referred to in the document in relation to working method, technology or output. These will be notified to the <i>Contractor</i> as to when Highways England will expect to apply these.</p>
S 102.11	<p>It is accepted that changes to the BS EN, DRMB standards or others referred to in the document may include addition of further survey types. The <i>Client</i> will notify the <i>Contractor</i> as to when these will be incorporated into the contract and will apply to any Task Order awarded after. Such survey types may include, but are not limited to;</p> <p><b>Pipework inclination survey</b></p> <p>A survey carried out to determine pipework inclination in association with a pipework and chambers defect survey by CCTV.</p> <p><b>Chambers defect and geometric survey by laser scanner</b></p> <p>A survey carried out to determine the inventory, condition, detailed defects and internal geometry of chambers, including the use of a laser scanner with inbuilt panoramic still camera(s) and a closed-circuit television (CCTV) camera.</p> <p><b>Ditch profile survey</b></p> <p>A survey carried out to determine the longitudinal and cross-sectional profile of ditches in association with an all assets condition and connectivity survey and including the determination of potential spoil contamination.</p> <p><b>Soil characterisation sampling and testing</b></p> <p>Insitu sampling and laboratory testing carried out in association with a drainage survey to determine whether the spoil arising from potential drainage works should be characterised as hazardous or non-hazardous for the purposes of off-site disposal.</p> <p><b>All assets defect survey</b></p> <p>A survey carried out to determine the inventory, condition and detailed defects of pipework and the associated chambers and gullies and the inventory, asset</p>

	<p>level condition and connectivity of all other drainage assets in a drainage system.</p> <p>Rates for these survey types will be agreed in accordance with the Contract.</p>
S 102.12	The Services shall be provided in accordance with the requirements detailed within the contract documents and any additional requirements detailed in the individual Task Order.
S 102.13	<p>The <i>Contractor</i> is required to produce the following deliverables in accordance with CS 551;</p> <ul style="list-style-type: none"> <li>Results and reports of individual surveys in accordance with the requirements detailed in this Contract and as amended in individual Task Orders.</li> </ul>
<b>S 103 <i>Client's</i> Objectives</b>	
S 103.1	The purpose of this section is to communicate the <i>Client's</i> vision, values, outcomes and the key objectives of this contract. Outlining the <i>Client's</i> expectations regarding how the <i>Contractor</i> supports the delivery of these.
<b>About us</b>	
S 103.2	The <i>Client</i> is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
S 103.3	The <i>Client's</i> strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
S 103.4	The <i>Client</i> role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.
<b>The <i>Client's</i> Vision</b>	
S 103.5	The <i>Client's</i> vision, as set out in the <i>Client's</i> 'Strategic Business Plan' (see link in <b>Annex 02</b> ) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
<b>The <i>Client's</i> Imperatives</b>	
S 103.6	The <i>Client's</i> vision comprises of the three imperatives which are:

	<ul style="list-style-type: none"> <li>• <b>safety</b> – the safety of our employees, our service partners and our road users.</li> <li>• <b>customer service</b> – the customer service and experience that road users have.</li> <li>• <b>delivery</b> – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers.</li> </ul>
S 103.7	The <i>Client</i> ’s imperatives set out what we do, and the <i>Contractor</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client</i> ’s outcomes.
<b>The <i>Client</i>’s Values and Expectations</b>	
S 103.8	<p>The <i>Client</i>’s values are-</p> <ul style="list-style-type: none"> <li>• <b>safety</b> – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.</li> <li>• <b>integrity</b> – we are custodians of the network, acting with integrity and pride in the long-term national interest.</li> <li>• <b>ownership</b> – we have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.</li> <li>• <b>teamwork</b> – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.</li> <li>• <b>passion</b> – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.</li> </ul>
S 103.9	The <i>Client</i> ’s values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.
S 103.10	The <i>Contractor</i> has values that support those of the <i>Client</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieving the <i>Client</i> ’s outcomes.
S 103.11	<p>The <i>Client</i> will:</p> <ul style="list-style-type: none"> <li>• put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions</li> <li>• develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency</li> </ul>

	<ul style="list-style-type: none"> <li>ensure everybody takes a joint responsibility to maintaining our asset data</li> </ul>
<b>The <i>Client's</i> Outcomes</b>	
S 103.12	The <i>Client's</i> 'Delivery Plan' (see link in <b>Annex 02</b> ) sets out the <i>Client's</i> main activities to improve the capacity and performance of the network and how the <i>Client</i> will do it.
S103.13	<p>This contract plays a key role in assisting and enabling the <i>Client</i> to achieve its outcomes of:</p> <ul style="list-style-type: none"> <li>supporting economic growth</li> <li>a safe and serviceable network</li> <li>a freer-flowing network</li> <li>an improved environment</li> <li>a more accessible and integrated network.</li> </ul>
S103.14	<p>This will be achieved through:</p> <ul style="list-style-type: none"> <li>planning for the future,</li> <li>growing capability,</li> <li>building Relationships,</li> <li>efficient and effective delivery</li> <li>improving customer interface.</li> </ul>
<b>S 104 Identified and Defined Terms</b>	
S 104.1	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 meaning given to them in <b>Annex 01</b> .
<b>S 105 Reference Documents</b>	
S 105.1	References to documents within this Scope can be found in <b>Annex 02</b> .
<b>S 200 Specifications</b>	
<b>S 201 Specifications</b>	
S 201.1	Surveys are commission for the purposes of the development and design of network maintenance and improvement schemes.
S 201.2	The <i>Contractor</i> shall review this specification and supplementary information provided with individual Task Orders to determine a programme and verify the price for completion of site works – including any requirements for traffic

	management.
S 201.3	The <i>Client</i> provides any existing information relevant to the site being surveyed to the <i>Contractor</i> prior to undertaking a Task Order. The <i>Contractor</i> reviews any existing information, including previous drawings and drainage data, prior to undertaking a Task Order.
S 201.4	The <i>Contractor</i> recognises that the primary purpose of the contract is to identify and confirm the location and condition of assets. As such the level of existing information relevant to the site being surveyed may be limited to simple general details on the location.
S 201.5	It is the <i>Contractor's</i> responsibility to allow for time moving between locations and setting up/demobilising.
S 201.6	The <i>Contractor</i> may be asked to undertake some or all of the surveys outlined in this contract and they shall conform to the requirement details in CS 551 and other standards where specified.
<b>Other Contractors, landowners, occupiers and entry</b>	
S 201.7	The <i>Contractor</i> collaborates with other <i>Contractors</i> employed by the <i>Client</i> and ensures their surveys are undertaken in the most efficient manner.
S 201.8	Unless otherwise stated in the Task Order, owners and occupiers of all the land covered by the survey, or land required for access to the survey, shall be notified by the <i>Contractor</i> , in advance of the works, of the period during which entry is likely to be required and their permission for entry secured in writing.
<b>Construction phase plan, risk assessments and method statements</b>	
S 201.9	In circumstances where the <i>Contractor</i> has been appointed as the Principal Contractor, they fulfil the duties of the role and produce and maintain all relevant information compliant with CDM regulations.
S 201.10	In circumstances where the <i>Contractor</i> has been appointed to work with a Principal Contractor; The <i>Contractor</i> provides the Principal Contractor with information they require, such as Risk Assessments and Method Statements (RAMS) relating to the activities the <i>Contractor</i> intends to carry out.
S 201.11	The <i>Contractor</i> reviews any information on statutory undertakers obtained and provided in the pre-construction information for Task Orders and satisfies themselves that all Statutory Undertakers equipment impacted by the <i>Services</i> is identified, and that any other services or supplies which are impacted by the <i>Services</i> are similarly identified. No guarantee is given regarding the accuracy or completeness of the information supplied by the <i>Client</i> in relation to the statutory undertakers.

<b>Quality Control</b>	
S 201.12	The <i>Contractor</i> shall employ a suitable methodology to ensure that the requirements of the specification are met.
S 201.13	The <i>Contractor</i> proactively identifies improvements and records 'lessons learned' when surveying. The <i>Contractor</i> notifies the <i>Client</i> of any such findings and implements measures that improves surveying.
S 201.14	All sampling and laboratory testing to be undertaken by organisations holding UKAS accreditation to ISO/IEC 17025:2005 'General requirements for the competence of testing and calibration laboratories'.
S 201.15	All material testing shall be undertaken in accordance with the relevant British Standards.
S 201.16	Survey reports that are submitted late, incomplete, include errors, omissions or other identified issues with the quality of the survey report will be considered as a Defect.
S 201.17	In such circumstances, the <i>Contractor</i> shall be responsible for correcting the Defect in accordance with Section S 211 and at their cost (including traffic management).
S 201.18	Upon request, the <i>Contractor</i> will be required to submit evidence of certification of all relevant equipment and personnel demonstrating accordance to CS 551.
<b>Contractor's Equipment</b>	
S 201.19	The <i>Contractor</i> is responsible for the maintenance and repair of their own equipment and ensuring any sub-contractors they have employed also adhere to this requirement.
S 201.20	Lost working time and any consequential impacts due to equipment breakdowns are the responsibility of the <i>Contractor</i> .
S 201.21	Every effort must be made by the contractor to ensure equipment is repaired/replaced ready for the following shift.
S 201.22	The <i>Client</i> will not be held responsible for damage to site vehicles i.e. punctured tyres, chipped windscreens, etc. or theft from site vehicles. Vehicles must remain locked at all times when unattended.
<b>S 202 Tests and inspections</b>	
S 202.1	All tests and inspections shall be carried out in accordance with the most current published version of CS 551.

S 202.2	Any project specific requirements and constraints for tests and inspections will be detailed in the Technical Details as part of the individual Task Orders.
S 202.3	Drainage pre-cleansing to be per drainage run. This assumes a carrier pipe run up to 90m long, up to 900mm diameter and 3 passes per run. Lateral gully connections shall have 5 minutes pre-cleansing allowed for.
S 202.4	In addition to the requirements in CS 551 on surveyor competency for pipework and chambers defect survey by CCTV, and for all assets condition and connectivity surveys, evidence shall be provided prior to the works that the surveyor undertaking the survey holds an appropriate qualification in the interpretation of CCTV images of pipework and chambers with England specific defect coding and classification. For pipework the OS19X pipe sewer condition classification or OS30X pipe sewer condition conversion qualifications, together with OS23X pipe condition classification to HADDMS CD 535 and CS 551 are appropriate. For chambers the OS26X manhole and inspection chamber condition classification to MSCC5, HADDMS, CD 535 and CS 551 is appropriate.
<b>S 203 Samples</b>	
S 203.1	All sampling shall be carried out in accordance with the most current published version of CS 551.
S 203.2	Any project specific requirements and constraints for sampling will be detailed in the Technical Details as part of the individual Task Orders.
<b>S 204 Management of tests and inspections and provisions of samples</b>	
S 204.1	All management of tests and inspections and provisions of samples shall be carried out in accordance with the most current published version of CS 551.
S 204.2	Any project specific requirements and constraints for management of tests and inspections and provisions of samples will be detailed in the Technical Details as part of the individual Task Orders.
<b>S 205 Covering up completed work</b>	
S 205.1	Timescales for the covering up of <i>works</i> which have been tested or inspected will be defined in the individual Task Orders where relevant.
<b>S 206 Asset data management</b>	
S206.1	The <i>Contractor</i> complies with the “Asset Data Management Manual (ADMM)”, as referenced in <b>Annex 02</b> , in managing asset data (plan, capture, store, use and dispose).



S 207 Task completion	
S207.1	<p>The <i>Contractor</i> delivers to the <i>Client</i> on Task Completion the final 'deliverable' version of any data in electronic format that allows continued access by the <i>Client</i> and is capable of transfer to the <i>Client's</i> digital systems in accordance with the requirements of CS 551. All information is catalogued and indexed. Paper original records shall be minimised, but where essential they shall be scanned to PDF.</p> <p>Data provided is to be compatible with the <i>Client's</i> systems and in accordance with the "Asset Data Management Manual (ADMM)" (refer link in <b>Annex 02</b>), in order that the <i>Client</i> can update the <i>Client's</i> systems.</p>
S207.2	<p>The list of documents/ activities to be completed in order to achieve Task Completion are as follows</p> <ul style="list-style-type: none"> <li>• provision of digital data suitable for upload to HADDMS – Highways Drainage Data Management System as detailed in CS 551,</li> <li>• a snagging list / outstanding issues – a comprehensive snagging list is produced and provided to the <i>Client</i>. This list is signed by the <i>Contractor</i>, the <i>Client's</i> asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The <i>Client</i> confirms the individuals who are approved signatures to achieve Task Completion and</li> <li>• the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.</li> </ul> <p>The snagging list/outstanding issues are independent of, and should not be used in place of, Early Warning notices or Compensation Events.</p>
S 208 Build up of the Task price list	
S 208.1	The Task price list in each Task Order may be completed by either the <i>Client</i> or the <i>Contractor</i> and is built up by selecting the survey type and any required additional items from the 'Price List – Main Works' section.
S 208.2	If the <i>Contractor</i> has been instructed to act as Principal Contractor, the Task price list should be built up from the items in the 'Price List – Preliminaries' section.
S 209 Not used	
S 210 Requirements of others	
S 210.1	Any requirements for the <i>Contractor</i> to obtain or satisfy any necessary authority requirements (for example planning officials or government departments) will be defined in the individual Task Orders where relevant.

<b>S 211 Not used</b>	
<b>S 300 Constraints on how the <i>Contractor</i> Provides the Service</b>	
<b>S 301 General constraints</b>	
S 301.1	The <i>Contractor</i> Provides the Service in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
S 301.2	Any information relevant to the site that will affect the survey to be undertaken will be provided to the <i>Contractor</i> prior to the starting date of a Task Order.
S 301.3	The <i>Contractor's</i> working hours for site works will be defined in the individual Task Order.
S 301.4	Any site specific constraints will be defined in the individual Task Order.
<b>S 302 Confidentiality</b>	
S 302.1	<p>The <i>Contractor</i> ensures that anyone employed by it (or acting on its behalf) keeps confidential and does not disclose to any person</p> <ul style="list-style-type: none"> <li>• the terms of the contract</li> <li>• any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Contractor</i> in the course of Providing the Service.</li> </ul> <p>except that the <i>Contractor</i> may disclose information</p> <ul style="list-style-type: none"> <li>• to its legal or other professional advisers,</li> <li>• to its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) as needed to enable the <i>Contractor</i> to Provide the Service,</li> <li>• where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the <i>Contractor</i> consults the <i>Client</i> and takes full account of the <i>Client's</i></li> <li>• views about whether (and if so to what extent) the information should be disclosed,</li> <li>• which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>• which is in the public domain at the time of disclosure other than due to the fault of the <i>Contractor</i> or</li> </ul>

	<ul style="list-style-type: none"> <li>with the consent of the <i>Client</i>.</li> </ul>
S 302.2	The <i>Contractor</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.
<b>S 303 Security and protection of the Site</b>	
S 303.1	Any security requirements and publicity restrictions, and any acceptance procedures, will be defined in the individual Task Orders where relevant.
<b>S 304 Security and identification of people</b>	
S 304.1	The <i>Contractor</i> carries out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the <i>Client's</i> personnel security procedures in <b>Annex 04</b> of the Scope.
<b>S 305 Not used</b>	
<b>S 306 Not used</b>	
<b>S 307 Condition survey</b>	
S 307.1	The <i>Contractor</i> carries out a risk assessment of the effects the design and construction of the <i>service</i> (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures. This includes any surveys to inform the design development which has the potential to effect fields and access roads.
S 307.2	As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the <i>service</i> is complete.
S 307.3	The <i>Contractor</i> does not enter land or property, or contact the land or property owner, without prior agreement of the <i>Client</i> . The <i>Contractor</i> has no authority to commit the <i>Client</i> to any payment for land/property entry. The <i>Contractor</i> coordinates all access requirements, and submits the survey scope, methods, etc. for acceptance by the <i>Client</i> .
S 307.4	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> records, all survey arrangements in writing and submits a copy of this correspondence to the <i>Client</i> , no later than 48 hours prior to taking access.
<b>S308 Consideration of others</b>	

S 308.1	The <i>Contractor</i> complies with the customer service requirements as set out in the customer requirements <b>Annex 05</b> .
S 308.2	Any restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises including the property affected by the <i>service</i> will be defined in the individual Task Orders where relevant.
<b>S 309 Not used</b>	
<b>S 310 Control of works</b>	
S 310.1	Any requirements for permits or licenses, for example permit to work will be defined in the individual Task Orders where relevant.
<b>S 311 Deleterious and hazardous materials</b>	
S 311.1	The survey works shall be carried out in a manner that avoids contamination of adjacent water courses and the environment, whilst minimising waste requiring off-site disposal. All jetting and cleaning activities associated with survey works shall be carried out in accordance with the MCHW Vol 1 Series 500 Sections 520 and 521 so as to avoid contamination and manage waste.
S 311.2	Any restrictions on the use of deleterious and hazardous materials will be defined in the individual Task Orders where relevant.
<b>S 312 Waste materials</b>	
S 312.1	Any requirements for removal of waste and restrictions on the disposal of waste material, or requirements for recycling, will be defined in the individual Task Orders where relevant. It is assumed that, for appropriate survey types, 1.5T of non-hazardous waste per recycling unit/per shift shall be included.
S 312.2	Copies of Waste Transfer Notes shall be used to evidence all non-hazardous and hazardous disposals.
<b>S 313 Not used</b>	
<b>S 314 Not used</b>	
<b>S 315 Management procedures</b>	
S 315.1	The <i>Contractor</i> includes a section on customer service in its monthly report to the <i>Client</i> .

<b>S 316 Contractor's application for payment</b>	
S 316.1	The <i>Contractor</i> includes on their invoices the Agreement number and purchase order number (which will be the same as the Task Order number).
S 316.2	The <i>Contractor</i> submits with any invoice such records as the <i>Client</i> requires, including a monthly statement of accounts in a format agreed by both parties. As a minimum this will consist of a measured Price List, details of subcontractor payments, details of claimed expenses (including receipts), amounts previously paid and outstanding amounts due.
S 316.3	During the contract period, the <i>Contractor</i> may be required to interact with and use the <i>Client's</i> Asset Management System, (currently Confirm). The purpose being that the parties can interact more seamlessly by sending and receiving Task Orders, submitting quotations, updating asset information and processing payments via one system.
S 316.4	In the event of the use of Confirm being implemented; The <i>Client</i> will pay for the costs of any software licences. The <i>Contractor</i> will be responsible for paying for the cost of any training, any required upgrades to their IT equipment and any increased labour costs they incur resulting from using Confirm (or any replacement system).
S 316.5	The <i>Contractor</i> notifies the <i>Client</i> of the name and address of their bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.
<b>S 317 Co-ordination</b>	
S 317.1	The <i>Contractor</i> programmes the <i>service</i> in a manner that minimises the impact on the customer.
S 317.2	The <i>Contractor</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i> .
<b>S 318 Co-operation</b>	
S 318.1	The <i>Contractor</i> shares information; communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning, and collaborates with other contractors where necessary, such as Traffic Management providers.
<b>S 319 Not used</b>	
<b>S 320 Authorities and utilities providers</b>	

S 320.1	Any works to be carried out by authorities and utilities providers will be defined in the individual Task Orders where relevant.
<b>S 321 Health and Safety requirements</b>	
S 321.1	The <i>Contractor</i> complies with the <i>Client's</i> Health and Safety Requirements outlined in <b>Annex 15</b> .
S 321.2	In circumstances where the <i>Contractor</i> is asked to provide traffic management, the <i>Contractor</i> will be required to undertake the duty holder role of Principal Contractor as defined in The Construction (Design and Management) Regulations 2015 (CDM2015).
S 321.3	The <i>Contractor</i> recognises that when fulfilling the role of Principal Contractor, they are responsible for coordinating the works of others who may be employed by the <i>Client</i> to undertake works or other types of surveys at the same location.
S 321.4	In circumstances where Others are appointed as Principal Contractor, the <i>Contractor</i> co-ordinates their works, and complies with the requirements of the Principal Contractor.
S 321.5	Before commencing the service defined in the Task Order, the <i>Contractor</i> confirms to the <i>Client</i> that adequate welfare facilities are in place. Where the facilities detailed in Section 5 are not deemed adequate, the <i>Contractor</i> provides all necessary facilities to Provide the Works and to comply with the minimum requirements set out in HSE guidance document L153.
S 321.6	Not Used.
S 321.7	The <i>Contractor</i> submits a risk register with their tender and updates prior to the starting date of individual Task Orders if necessary.
<b>S 322 Method Statements</b>	
S 322.1	Any operations for which the <i>Contractor</i> is required to submit method statements and risk assessments to the <i>Client</i> for acceptance will be detailed in the individual Task Orders where relevant.
<b>S 323 Not used</b>	
<b>S 324 Inspections</b>	
S 324.1	The <i>Client</i> may inspect the <i>Contractor's</i> Health and Safety policy and documentation at any time. The <i>Contractor</i> co-operates with the inspection.

<b>S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)</b>	
S 325.1	Pre-Construction Information specific to the survey(s) required will be provided with the individual Task Orders.
<b>S 326 Insurances</b>	
S 326.2	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table and as shown in <b>Annex 03</b> .
S 326.1	The <i>Contractor</i> discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.
<b>S 327 Official Secrets Act</b>	
S 327.1	The Official Secrets Act applies to the contract from the <i>starting date</i> until the end of the <i>service period</i> .
S 327.2	The <i>Contractor notifies</i> its employees and subcontractor (at any stage of remoteness from the <i>Client</i> ) of its duties under the Official Secrets Act 1989 (see link in <b>Annex 02</b> .)
S 327.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 328 Disclosure Requests</b>	
S 328.1	The <i>Contractor</i> acknowledges that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the <i>Client</i> , consults with the <i>Contractor</i> before doing so in accordance with the relevant code of practice. The <i>Contractor</i> responds to any consultation within any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i> . The <i>Contractor</i> acknowledges that it is for the <i>Client</i> to determine whether such information will be disclosed.
S 328.2	When requested to do so by the <i>Client</i> , the <i>Contractor</i> promptly provides information in its possession relating to the contract and assists and co-operates to enable the <i>Client</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link at <b>Annex 02</b> .)
S 328.3	The <i>Contractor</i> promptly passes any Disclosure Request receives to the <i>Client</i> . The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed by the <i>Client</i> .
S 328.4	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17

	<p>“Update to Transparency Principles” dated 6 February 2017 except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Client</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. (See links in <b>Annex 02</b>).</p>
S 328.5	<p>In accordance with PPN 01/17 the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• co-operates with and assists the <i>Client</i> to enable the <i>Client</i> to comply with its obligations to publish information or</li> <li>• agrees with the <i>Client</i> a schedule for the release to the public of information relating to the <i>Client</i>,</li> <li>• provides information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Client</i> and</li> <li>• supplies the <i>Client</i> with financial data relating to the contract in the form and in the times specified.</li> </ul>
S 328.6	<p>The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017, except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Client</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. The <i>Contractor</i> co-operates and with assists the <i>Client</i> to publish the contract in accordance with the <i>Client</i>’s obligation. (See links in <b>Annex 02</b>).</p>
<b>S 329 Conflict of Interest</b>	
S 329.1	<p>The <i>Contractor</i> does not take an action which would cause a conflict of interest to arise in connection to the contract. The <i>Contractor</i> immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.</p>
S 329.2	<p>The <i>Contractor</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i>), and procures any subcontractor (at any stage of remoteness from the <i>Client</i>), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in relation to the <i>service</i>.</p>
S 329.3	<p>The <i>Contractor</i> ensures that any employee and procures any subcontractor (at any stage of remoteness from the <i>Client</i>) ensures any of its employees, who are Providing the Service, completes a declaration of interest form set out in the <b>Annex 02</b>.</p>



S 329.4	The <i>Contractor</i> procures any subcontractor (at any stage of remoteness from the <i>Client</i> ) immediately notifies the <i>Contractor</i> and the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 329.5	If the <i>Contractor</i> or subcontractor (at any stage of remoteness from the <i>Client</i> ) notifies the <i>Client</i> , of any actual or potential conflict of interest, the <i>Client</i> may <ul style="list-style-type: none"> <li>• require the <i>Contractor</i> to stop Providing the Service until any conflict of interest is resolved</li> <li>• require the <i>Contractor</i> to submit to the <i>Client</i> for acceptance a proposal to remedy the actual or potential conflict of interest.</li> </ul>
S 329.6	A reason for not accepting the proposal is that it does not resolve the conflict of interest. The <i>Contractor</i> amends the proposal in response to any comments and resubmits it for acceptance by the <i>Client</i> . The <i>Contractor</i> complies with the proposal once it has been accepted.
<b>S 330 <i>Client's</i> Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter</b>	
S 330.1	The <i>Contractor</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" (see links in <b>Annex 02</b> ).
S 330.2	The <i>Contractor</i> complies with the "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" throughout with the Service Period and with: <ul style="list-style-type: none"> <li>• paragraphs 3.1 and 4.3 of the <i>Client's</i> Counter Fraud, Bribery and Corruption Policy and</li> <li>• paragraph 1 of the <i>Client's</i> Fair Payment Charter.</li> </ul> for a period not less than 12 years after the end of the <i>service period</i> .
S 330.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 331 Discrimination, Bullying and Harassment</b>	
S 331.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 331.2	In Providing the Service, the <i>Contractor</i> co-operates with and assists the <i>Client</i> to satisfy its duty under the Discrimination Acts to <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination, harassment and victimisation,</li> <li>• advance equality of opportunity between different groups and</li> </ul>

	<ul style="list-style-type: none"> <li>• foster good relations between different groups.</li> </ul>
S 331.3	<p>The <i>Contractor</i> ensures that it's employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>), where they are required to carry out any activity on the <i>Client's</i> premises or alongside the <i>Client's</i> employees on any other premises comply with</p> <ul style="list-style-type: none"> <li>• the requirements of the Discrimination Acts</li> <li>• the <i>Client's</i> employment policies and</li> <li>• codes of practice relating to discrimination and equal opportunities.</li> </ul>
S 331.4	<p>The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> <li>• provides any information requested by the investigating body, court or tribunal in the timescale allotted,</li> <li>• attends (and permits a representative from the <i>Client</i> to attend) any associated meetings,</li> <li>• promptly allows access to any relevant documents and information and</li> <li>• co-operates fully and promptly with the investigatory body, court or tribunal.</li> </ul>
S 331.5	<p>The <i>Contractor</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i>) also comply.</p>
S 331.6	<p>The <i>Contractor</i> implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.</p>
S 331.7	<p>The <i>Contractor</i> carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Contractor</i> prepares and delivers to the <i>Client</i> no later than 1<sup>st</sup> August each year an annual</p> <ul style="list-style-type: none"> <li>• slavery and human trafficking report,</li> <li>• transparency statement and</li> <li>• a risk register with mitigating actions</li> </ul> <p>which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>

S 331.8	The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
S 331.9	The <i>Contractor</i> uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
S 331.10	The <i>Contractor</i> complies (and ensures that any subcontractor complies) with the <i>Client's</i> policies relating to bullying and harassment. If the <i>Client</i> considers that the presence or conduct of any of employees (at any stage of remoteness from the <i>Client</i> ) at any location relevant to the performance of the <i>service</i> is undesirable or in breach of the <i>Client's</i> policies, the <i>Client</i> instructs the <i>Contractor</i> to implement corrective action.
S 331.11	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , contains provisions to the same effect as this section. The <i>Contractor</i> , may propose to the <i>Client</i> for acceptance, that a specific subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , does not comply with the requirements of this section S 331. The <i>Contractor</i> provides a detailed reason for not including some or all of the requirements of this section S 331 in the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist their consideration. If accepted by the <i>Client</i> , the <i>Contractor</i> is relieved from including some or all of the requirements of this section S 331 in the specific contract.
S 331.12	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 332 Energy Efficiency Directive</b>	
S 332.1	<p>The <i>Contractor</i> supports the achievement of the</p> <ul style="list-style-type: none"> <li>• <i>Client's</i> sustainable development strategy's carbon management ambition and</li> <li>• where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes.</li> </ul> <p>When Providing the Service (See links in <b>Annex 02</b>).</p>
S 332.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Contractor</i>;</p> <ul style="list-style-type: none"> <li>• ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of</li> </ul>

	<p>remoteness to the <i>Client</i>) complies with the standard for products in the directive “2012/27/EU” (see link at <b>Annex 02</b>),</p> <ul style="list-style-type: none"> <li>• provides evidence to the <i>Client</i> to demonstrate how any new products for use partly or wholly in Providing the Service, purchases by it or a subcontractor (at any stage of remoteness to the <i>Client</i>) complies with the requirements of PPN 7/14 and,</li> <li>• demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the <i>Client</i>’s circular economy ambition as stated in the <i>Client</i>’s sustainable development strategy (see link at <b>Annex 02</b>) and ensures any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrates efficiency to the same effect.</li> </ul>
<b>Air Quality Strategy</b>	
S 332.3	<p>The <i>Client</i>’s air quality strategy (see link at <b>Annex 02</b>) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The <i>Client</i> explores ‘opportunities to promote the use of low emission vehicles by <i>suppliers</i> to reduce harmful pollutants’.</p>
S 332.4	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link at <b>Annex 02</b>) and</li> <li>• when requested, works in collaboration with the <i>Client</i> 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 <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Service.</li> </ul>
<b>S 333 Environmental and sustainability requirements</b>	
S 333.1	<p>In Providing the Service the <i>Contractor</i> supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.</p>

S 333.2	<p>The <i>Contractor</i> ensures that it complies with</p> <ul style="list-style-type: none"> <li>the <i>Client's</i> environmental strategy</li> <li>the <i>Client's</i> sustainable development strategy,</li> <li>GG103 – “Introduction and general requirements for sustainable development and design”</li> </ul> <p>In Providing the Service (see link at <b>Annex 02</b>).</p>
S 333.3	<p>The <i>Contractor</i> complies with ‘The road to good design’ incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link at <b>Annex 02</b>).</p>
S 333.4	<p>In Providing the Service the <i>Contractor</i> recognises the importance and value of biodiversity and mitigates the impacts on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.</p>
S 333.5	<p>The <i>Contractor</i> ensures in Providing the Service it complies with the biodiversity requirements within</p> <ul style="list-style-type: none"> <li>LA 118 “Biodiversity design” for the design and delivery of the <i>service</i> and</li> <li>the <i>Client's</i> biodiversity plan.</li> </ul> <p>See links in <b>Annex 02</b>.</p>
S 333.6	<p>The <i>Contractor</i> ensures that the <i>Client's</i> responsibilities and opportunities within the Government Buying Standards are delivered (see link at <b>Annex 02</b>).</p>
<b>S 334 People Strategy</b>	
S 334.1	<p>The <i>Contractor</i> complies with people strategy requirements, including:</p> <ul style="list-style-type: none"> <li>Equality, Diversity and Inclusion,</li> <li>Employment &amp; Skills, and</li> <li>Skills &amp; Apprenticeships</li> </ul> <p>In the people strategy <b>Annex 06</b>.</p>
<b>S 335 Offshoring of data</b>	
S 335.1	<p>In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the HMG Security Policy Framework (SPF) (see <b>Annex 02</b>) and the <i>Client's</i> Information Security Data Security Standard (see <b>Annex 02</b>).</p>
S 335.2	<p>The <i>Contractor</i> does not store any of the <i>Client's</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the</p>

	<p>HMG Government Security Classifications (see <b>Annex 02</b>),</p> <ul style="list-style-type: none"> <li>• offshore or</li> <li>• in any way that it could be accessed from an offshore location</li> </ul> <p>until the <i>Client</i> has confirmed to the <i>Contractor</i> that either</p> <ul style="list-style-type: none"> <li>• the <i>Client</i> has gained approval for such storage in accordance with the Information Security Data Security Standard or</li> <li>• such approval is not required.</li> </ul>
S 335.3	<p>The <i>Contractor</i> ensures that no offshore premises are used in Providing the Service until</p> <ul style="list-style-type: none"> <li>• such premises have passed a Risk Assessment or</li> <li>• the <i>Client</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.</li> </ul>
S 335.4	<p>The <i>Contractor</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> <li>• gain approval for storing data or allowing access to data from an offshore location in accordance with S 335.2 or</li> <li>• conduct a Risk Assessment for any premises in accordance with S 335.3.</li> </ul>
S 335.5	<p>The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.</p>
S 336.6	<p>A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
<b>S 336 Not used</b>	
<b>S 337 Information Systems &amp; Security</b>	
S 337.1	<p>The <i>Contractor</i> complies with the information systems &amp; security requirements of the Information systems and security <b>Annex 09</b>.</p>
S 337.2	<p>The <i>Contractor</i> interfaces with the <i>Client's</i> digital data exchange mechanisms, or other Information Systems as agreed with the <i>Client</i>, for:</p> <ul style="list-style-type: none"> <li>• the management of information and records relating to the <i>services</i> and</li> </ul> <p>receiving and transmitting communications, information, records and data to and from the <i>Client</i>.</p>

S337.3	The <i>Contractor</i> complies with the user manuals and guidance, as referenced in <b>Annex 02</b> , when interfacing with the <i>Client's</i> digital data exchange mechanisms and Information Systems.
<b>S 338 Quality Management</b>	
<b>Quality management system</b>	
S 338.1	<p>The <i>Contractor</i> complies with and operates management systems as follows</p> <ul style="list-style-type: none"> <li>• a health and safety management system complying with the requirements in Annex 15 of the Scope,</li> <li>• a quality management system complying with ISO 9001 and</li> <li>• an environmental management system complying with ISO 14001.</li> </ul>
S 338.2	Not Used.
S 338.3	The <i>Contractor</i> obtains certification from a body accredited by UKAS (or another equivalent body accepted by the <i>Client</i> ) of the quality management system to the standards set out above within 4 weeks of the Contract Date and submits to the <i>Client</i> a copy of all certificates within one week after it is obtained. If the <i>Contractor</i> already holds such certification at the Contract Date, the <i>Contractor</i> submits to the <i>Client</i> a copy of all certificates within one week after the Contract Date.
S 338.4	The <i>Contractor</i> obtains certification of its health and safety management system in accordance with the requirements in <b>Annex 15</b> of the Scope.
S 338.5	<p>The <i>Contractor's</i> quality management system will include the <i>Contractor's</i> quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to</p> <ul style="list-style-type: none"> <li>• providing a quality assured service which delivers the requirements in the contract,</li> <li>• supporting the development, implementation and maintenance of the <i>Contractor's</i> quality management system, and</li> <li>• continually providing maximum customer satisfaction.</li> </ul>
S 338.6	The <i>Contractor</i> maintains up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the <i>Client</i> copies of the audit reports from the certification accredited bodies and the <i>Contractor's</i> updated certificates.
S 338.7	<p>The following requirements shall be incorporated into the <i>Contractor's</i> Quality Management System:</p> <ul style="list-style-type: none"> <li>• <b>Process / Procedure:</b> Provide Asset Data</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Purpose:</b> To provide asset data that is collected through the work undertaken as part of this contract to the Client.</li> <li>• <b>Input:</b> Asset Data Collected. Reference documents (ADMM).</li> <li>• <b>Output:</b> Asset Information provided</li> </ul>
<b>Quality Plan</b>	
S 338.7	The <i>Contractor</i> prepares the Quality Plan within 4 weeks of the Contract Date.
S 338.8	The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Contractor</i> achieves each of the commitments in the Tender Commitments Register and meets the <i>Client's</i> objectives for the contract.
S 338.9	The <i>Client</i> notifies the <i>Contractor</i> if the Quality Plan does not comply with the requirements of the contract. Following such notification, the <i>Contractor</i> reviews the Quality Plan and reports to the <i>Client</i> setting out its proposed changes. If the <i>Client</i> accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the <i>Client</i> informs the <i>Contractor</i> of the aspects of the Quality Plan that are not acceptable, and the <i>Contractor</i> updates the Quality Plan for acceptance within one week.
S 338.10	The <i>Contractor</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Client</i> , the <i>Client</i> and their representatives.
<b>Audit and nonconformities (including “defects”)</b>	
S 338.11	The <i>Contractor</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 338.12	The <i>Client</i> may carry out audits of the <i>Contractor's</i> quality management system from time to time.
S 338.13	The <i>Contractor</i> allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the <i>Contractor</i> ), carries out any work that relates to the contract for the <i>Client</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Contractor</i> is Providing the Service in accordance with the contract.
S 338.14	The <i>Contractor</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 338.15	Following notification of a Defect, the <i>Contractor</i> submits to the <i>Client</i> for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The <i>Contractor</i> does not take action to deal with the nonconformity until the <i>Client</i> has accepted his proposals.



S 338.16	<p>Within one week of the <i>Contractor</i> submitting the proposed corrective and preventative action to him for acceptance, the <i>Client</i> either accepts the proposal or notifies the <i>Contractor</i> of his reason for not accepting it. A reason for not accepting the proposed action is that</p> <ul style="list-style-type: none"> <li>it does not take action required to ensure that nonconformities do not recur or</li> <li>it does not comply with the Scope.</li> </ul>
S 338.17	If the <i>Client</i> does not accept the proposed action, the <i>Contractor</i> submits a revised proposal to the <i>Client</i> for acceptance within one week.
S 338.18	The <i>Contractor</i> corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the <i>Client</i> or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.
S 338.19	The <i>Contractor</i> notifies the <i>Client</i> when the proposed actions have been taken and provides with his notification verification that the defective part of the services has been corrected.

### S 339 Deed of Novation

S 339.1	Should a deed of novation be required pursuant to Z5 in the <i>conditions of contract</i> , the form of novation agreement is issued by the <i>Client</i> for agreement as set out in <b>Annex 13</b> and <b>14</b> .
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### S 340 Reporting of Small and Medium Enterprises

S 340.1

For each Small, Medium & Micro Enterprise (SME) employed on the contract, as defined in the table below: -

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium size	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £ 10 m
Micro	<10	< £2 m		< £ 2m

the *Contractor* reports to the *Client* each quarter from the *starting date* until the end of the *service period*

- the name of the SME,
- the class of SME (Small, Medium or Micro),

	<ul style="list-style-type: none"> <li>the value of the contract undertaken by the SME,</li> <li>the monthly amounts paid to the SME in the quarter and</li> <li>the aggregated value paid to the SME since the <i>starting date</i></li> </ul>
S 340.2	<p>The <i>Contractor</i> acknowledges that the <i>Client</i> may</p> <ul style="list-style-type: none"> <li>publish the information supplied under this section, along with the <i>Contractor's</i> name and the name of the contract and</li> <li>pass the information supplied under this section S340 to any Government Department who may then publish it along with the names of the SMEs, the <i>Contractor's</i> name or the contract.</li> </ul>
S 340.3	<p>The <i>Contractor</i> ensures that the <i>conditions of contract</i> for each subcontractor who is an SME include</p> <ul style="list-style-type: none"> <li>a term allowing the <i>Client</i> to publish the information supplied under this section and</li> <li>obligations similar to those set out in this section.</li> </ul>
S 340.4	<p>The <i>Contractor</i> further ensures that the <i>conditions of contract</i> for each subcontractor include a requirement that the <i>conditions of contract</i> for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.</p>
<b>S 341 Performance measurement</b>	
S 341.1	<p>The <i>Client</i> uses the current version of the 'Collaborative Performance Framework' (CPF) (see link an <b>Annex 02</b>) in order to actively measure the <i>Contractor's</i> performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.</p>
S 341.2	<p>The <i>Contractor</i> uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the <i>Client</i> in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.</p>
S 341.3	<p>The scores recorded by the <i>Contractor</i> against each CPF indicator are submitted to the <i>Client</i> and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in <b>Annex 02</b>).</p> <p>The first CPF covers months 1-3 from the Contract Date, and are thereafter submitted quarterly.</p>
<b>Performance Review</b>	

S 341.4	The <i>Contractor</i> undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Client</i> , in accordance with the CPF.
S 341.5	The Performance Level is 6 and is measured in accordance with the CPF.
S 341.6	Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 341.7	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> assists any additional reviews as requested by the <i>Client</i> .
<b>S 342 Format of Records</b>	
S 342.1	The <i>Contractor</i> undertakes translation of existing records into an accepted format when instructed by the <i>Client</i> .
S 342.2	The <i>Contractor</i> may from time to time agree alternative acceptable formats in which to maintain records with the <i>Client</i> . These may take into account advances and other developments in Information Systems.
<b>S 343 Records and audit access</b>	
S 343.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any subcontractor in connection with the contract for a period of 12 years after the end of the <i>service period</i> .
S 343.2	The <i>Contractor</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i> ).
S 343.3	The <i>Contractor</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 343.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the <i>Contractor</i> .
S 343.5	The <i>Client</i> provides the <i>Contractor</i> with access to available records to deliver the <i>services</i> .
<b>S 344 Subcontracting</b>	
<b>Restrictions of requirements for subcontracting</b>	
S 344.1	Except where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the

	main contract, the <i>Contractor</i> obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
S 344.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i> ) do the same.
S 344.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i> ) are Named Suppliers.
S 344.4	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i> ) to be a Named Supplier.
S 344.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i> ) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i> ) have terms and conditions that align with the subcontract.
S 344.6	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) using a contract form other than NEC unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 344.7	The <i>Contractor</i> submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) to the <i>Client</i> for acceptance. A reason for not accepting the Contract Data is <ul style="list-style-type: none"> <li>• it does not comply with the obligations of the contract,</li> <li>• it does not align with the risk transfer of the contract or</li> <li>• in the opinion of the <i>Client</i> it has too high a risk transfer to the proposed subcontractor.</li> </ul>
S 344.8	The <i>Contractor</i> ensures that any subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is capable of being novated to a replacement contractor.
S 344.9	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award

	such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 344.10	When requested by the <i>Client</i> , the <i>Contractor</i> executes or procures that the relevant subcontractors (at any stage of remoteness from the <i>Client</i> ) executes, an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.
<b>S 345 Contract Finder</b>	
S 345.1	<p>Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the <i>Contractor</i>.</p> <ul style="list-style-type: none"> <li>• subject to paragraphs S345.4, S345.5 and S345.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the <i>service period</i>,</li> <li>• within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>) updates the notice on contracts finder with details of the successful subcontractor,</li> <li>• monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the <i>service period</i> and provides reports on this information to the <i>Client</i> in the format and frequency as reasonably specified by the <i>Client</i> and</li> <li>• promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.</li> </ul> <p>The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in <b>Annex 02</b>) based on an advertised contract value, averaged over the life of the contract.</p>
S 345.2	Each advert referred to in paragraph S345.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i> .
S 345.3	The obligation at paragraph S345.2 only applies in respect of subcontract opportunities arising after the Contract Date.
S 345.4	The <i>Contractor</i> , may propose to the <i>Client</i> for acceptance, that a specific subcontract is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist his consideration. If accepted by the <i>Client</i> , the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.

<b>S 346 Fair Payment</b>	
S 346.1	<p>The <i>Contractor</i> includes in the contract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> <li>• a period for payment of the amount due to the subcontractor (at any stage of remoteness from the <i>Client</i>) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in the contract,</li> <li>• a provision requiring the subcontractor (at any stage of remoteness from the <i>Client</i>) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract and</li> <li>• a provision requiring the subcontractor (at any stage of remoteness from the <i>Client</i>) to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i> and</li> <li>• a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) are to be paid within 30 days after the date on which payment becomes due under the contract.</li> </ul>
S 346.2	<p>The <i>Contractor</i> notifies non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> <li>• to the <i>Client</i> and</li> <li>• through the Cabinet Office Supplier Feedback Service.</li> </ul> <p>The <i>Contractor</i> includes this provision in each subcontract and requires its subcontractors (at any stage of remoteness from the <i>Client</i>) to cascade the provision into subcontracts for subcontractors (at any stage of remoteness from the <i>Client</i>) in such a way that all subcontracts include the same provision.</p>
<b>S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015</b>	
S 347.1	<p>The <i>Contractor</i> ensures that any subcontracts for the elements of the <i>service</i> advised by the <i>Client</i> in accordance with paragraph S344.2 are</p> <ul style="list-style-type: none"> <li>• procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”), and</li> <li>• are capable of being novated to the <i>Client</i> or an Other.</li> </ul>
S 347.2	<p>When requested by the <i>Client</i>, the <i>Contractor</i> procures that the relevant subcontractor executes an agreement in the form the <i>Client</i> may reasonably</p>

	require to novate the benefit and burden of a subcontract to the <i>Client</i> or an replacement contractor.
S 347.3	The <i>Contractor</i> may use the <i>Client's</i> e-tendering system to procure any subcontract required by this section. The <i>Client</i> arranges for advice and support on the use of the <i>Client's</i> e-tendering system.
S 347.4	<p>The <i>Contractor</i> provides to the <i>Client</i> draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the <i>Client</i> not accepting the draft procurement documents is that they</p> <ul style="list-style-type: none"> <li>do not comply with the Public Contract Regulations, any case law or any EU Regulations,</li> <li>do not comply with or meet the requirements of the contract</li> <li>in the opinion of the <i>Client</i>, would place an unacceptable burden upon the <i>Client</i> (should the subcontract be novated to the <i>Client</i>) or</li> <li>do not enable the <i>Contractor</i> to Provide the Service.</li> </ul>
S 347.5	The <i>Contractor</i> does not publish any procurement documents until the <i>Client</i> has accepted them.
<b>S 348 Parent Company Guarantee</b>	
S 348.1	If the <i>Contractor</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in <b>Annex 16</b> .
<b>S 349 Legal Opinion</b>	
S 349.1	If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the <i>Contractor</i> provides a legal opinion in support of a Parent Company Guarantee.
S 349.2	<p>Any legal opinion provided by the <i>Contractor</i> in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters</p> <ul style="list-style-type: none"> <li>Is addressed to the <i>Client</i> on a full reliance basis,</li> <li>The liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,</li> <li>confirmation that <ul style="list-style-type: none"> <li>the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,</li> <li>the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,</li> <li>○ execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>○ the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate <ul style="list-style-type: none"> <li>▪ the constitutional documents of the Controller,</li> <li>▪ any provision of the laws of the jurisdiction in which it is incorporated,</li> <li>▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>▪ any mortgage, contract or other undertaking which is binding on the bidder or its assets and</li> </ul> </li> <li>○ (assuming it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,</li> <li>• notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,</li> <li>• notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Client</i> under the Parent Company Guarantee,</li> <li>• confirmation of whether the <i>Client</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and</li> <li>• confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.</li> </ul>
<b>S 350 Project Bank Account</b>	
S 350.1	The <i>Contractor</i> ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the <i>Client</i> to apply original signatures and common seals to prevent any payment issues.



S 350.2	<p>The <i>Contractor</i> ensures that</p> <ul style="list-style-type: none"> <li>• there is one original copy of a deed for each party to the deed,</li> <li>• it issues the original copy of a deed to the <i>Client</i> for the attachment of the <i>Client's</i> common seal and</li> <li>• each original copy of the deed has original signatures from the relevant authorised signatories.</li> </ul>
<b>S 351 Not used</b>	
<b>S 352 Project Bank Account Tracker</b>	
S 352.1	<p>The <i>Contractor</i> completes and submits to the <i>Client</i> on a monthly basis</p> <ul style="list-style-type: none"> <li>• a fully populated PBA tracker (see link in <b>Annex 02</b>) detailing payments made by the <i>Contractor</i> to its subcontractors (at any remoteness from the <i>Client</i>) and</li> <li>• detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients should be redacted from your main account statement before submission) in .pdf format.</li> </ul>
S 352.2	The <i>Contractor</i> explains all variances from the previous month and submits further information to the <i>Client</i> in response to any queries raised.
S 352.3	<p>The <i>Client</i> monitors the tracker for the time it takes the <i>Contractor</i> to pay its subcontractors (at any stage of remoteness from the <i>Client</i>) through the PBA, following deposit of funds into the PBA.</p> <p>The related performance score is calculated when the majority of the funds have been deposited into the PBA by the <i>Client</i> that covers amount due to subcontractors (at any stage of remoteness from the <i>Client</i>) joined to the PBA.</p>
S 352.4	If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the <i>Client</i> with the subcontractors (at any stage of remoteness from the <i>Client</i> ) to verify that they are paid in a timely manner.
S 352.5	The <i>Client</i> may carry out audits on subcontractors (at any stage of remoteness from the <i>Client</i> ) to assess the full extent of how supply chain payments are made.
S 352.6	Where the <i>Contractor</i> transfers monies from other accounts into the PBA this is stated on the bank statement.

<b>S 353 Contractor's rights over material prepared for the design of the service</b>	
S 353.1	The <i>Contractor</i> acquires no rights over material prepared for the design of the <i>service</i> .
<b>S 354 Other rights to be obtained by the Contractor</b>	
S 354.1	The <i>Contractor</i> grants to the <i>Client</i> licences to use, modify and develop the <i>Contractor's</i> Contractor Background IPR for any purpose relating to the <i>service</i> (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 354.2	The <i>Contractor</i> procures a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's Contractor Background IPR for any purpose relating to the <i>service</i> , (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 354.3	The <i>Client</i> does not acquire any ownership right, title or interest in or to the Contractor Background IPR.
<b>S 355 Not used</b>	
<b>S 400 Requirements for the Contractor's plan</b>	
<b>S 401 Plan</b>	
S 401.1	Following the issue of a Task Order by the <i>Client</i> , the <i>Contractor</i> submits their plan to the <i>Client</i> . The plan shall consist of a revised copy of the Task Order containing the <i>Contractor's</i> price built up from the tendered rates, details of who will Provide the Works (including subcontractors) and a programme, if one is requested at the time of issue.
S 401.2	If traffic management is to be provided by the <i>Client</i> , the <i>Contractor's</i> plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.
S 401.3	If the <i>Contractor</i> is required to provide traffic management, the <i>Contractor's</i> plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.
S 401.4	The <i>Contractor's</i> plan shall be submitted to the <i>Client</i> within two weeks of the Task Order being issued and submit revised plans as required by the <i>Client</i> .

<b>S 402 Information to be shown on the plan</b>	
S 402.1	<p>The <i>Contractor</i> Provides the Work, taking in to account the following programme constraints:</p> <ul style="list-style-type: none"> <li>the starting date and completion date and any post site works, reporting and review period</li> <li>Weather and other factors that may affect the quality and efficiency of the survey</li> <li>the services and other things provided by <i>Client</i></li> <li>any constraints detailed in the individual Task Order.</li> </ul>
S 402.2	<p>The programme is to be in the form of an activity and time related bar chart produced as a result of a critical path analysis.</p>
S 402.3	<p>The programme is to be provided in a PDF or MS Project or MS Excel format and cover the whole period of the individual Task Order including post site activities. All activities should be clearly defined, named and the following shown on the programme</p> <ul style="list-style-type: none"> <li>the starting date, completion date &amp; <i>Contractor's</i> planned completion,</li> <li>for each activity, the proposed resources (plant &amp; labour) expected to deliver each activity,</li> <li>review periods for any reporting requirements,</li> <li>key dates for the <i>Client</i> to provide 'services and other things' and</li> <li>key dates for co-ordination with Others.</li> </ul>
S 402.4	<p>The <i>Contractor</i> updates their programme every week and submits an updated programme to the <i>Client</i> upon request.</p>
<b>S 403 Submitting the plan</b>	
S 403.1	<p>The plan is to be submitted by the <i>Contractor</i> within two weeks of receiving the Task Order from the <i>Client</i>.</p>
S 403.2	<p>The <i>Client</i> reviews the plan and sends back the Task Order with their confirmation of acceptance or reasons for refusal.</p>
S 403.3	<p>The <i>Contractor</i> makes any required amendments to the plan and resubmits for review within one week.</p>

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

### **S 501 Things to be provided by the *Client***

S 501.1	If, at the <i>starting date</i> , the <i>Client</i> makes available Plant and Materials for use by the <i>Contractor</i> in Providing the Service, the <i>Contractor</i> supplies the same quantity and quality of Plant and Materials to the <i>Client</i> at the end of the <i>service period</i> unless the <i>Client</i> agrees otherwise.
S 501.2	When stated in the Task Order, the <i>Client</i> will provide temporary traffic management. Otherwise the <i>Contractor</i> is expected to provide it.
S 501.3	The details of the <i>Contractor</i> employed to provide the temporary traffic management and the associated layout and proposals will be provided to the <i>Contractor</i> prior to the <i>starting date</i> of individual Task Orders.
S 501.4	When traffic management is deployed, the <i>Contractor</i> ensures they clear the site in a timely manner to allow adequate time for the removal of traffic management prior to the reopening of the road to traffic.
S 501.5	When the <i>Contractor</i> provides temporary traffic management, he complies with the <i>Client's</i> network occupancy requirements.
S 501.6	Welfare facilities are provided by the principal contractor.

### **S 502 Provision of traffic management by the *Contractor***

S 502.1	All traffic safety and management operations shall be undertaken by a supplier registered to National Highway Sector Scheme 12 with a scope of registration that includes reference to one or more of National Highways Sector Schemes 12A/B, 12C or 12D as appropriate to the works.
S 502.2	When the <i>Contractor</i> provides temporary traffic management, they comply with the <i>Client's</i> network occupancy requirements and provide it in accordance with Clause 117 of Volume 1 of the MCHW and Chapter 8 of the Traffic Signs Manual & Notes for Guidance on 'Safety at Road works'.
S 502.3	The <i>Contractor</i> is responsible for the design and implementation of the traffic management and must submit the proposed layout within the timescale indicated on the Task Order.
S 502.4	Restrictions on the phasing and timing of works shall be stated in the Task Order, including embargo periods and details of events resulting in additional restrictions.
S 502.5	The <i>Contractor's</i> proposals shall be prepared after consultation with any statutory body or other authority concerned or affected by the <i>Contractor's</i>

	<p>proposals. The installation of the traffic management system shall then proceed only in accordance with the approved sequence.</p> <p>The <i>Contractor's</i> Proposals shall include:</p> <ul style="list-style-type: none"> <li>• Position of traffic signals, traffic signs and road markings</li> <li>• Width of lanes</li> <li>• Working areas</li> <li>• Safety Zones</li> <li>• Temporary works details</li> <li>• Site access and egress layouts (standards shall be appropriate for traffic flows and speeds)</li> <li>• De-restriction/speed limit signs at the end of the works as appropriate</li> <li>• Details of the <i>Contractors</i> proposed supervision of the works</li> </ul>
<b>S 600 Property affected by the service</b>	
<b>S 601 Property owned by the <i>Client</i> that is affected by the service</b>	
S 601.1	<p>The property that the <i>Contractor</i> may be instructed to Provide the Service on includes the Strategic Road Network within the <i>region</i>, and supporting amenities such as</p> <ul style="list-style-type: none"> <li>• boundary fences and walls,</li> <li>• buildings including basements,</li> <li>• roads and footpaths,</li> <li>• electricity substations, and</li> <li>• other structures including bridges.</li> </ul>
S 601.2	<p>Details about the location, extent and condition of property affected by the work of the <i>Contractor</i> will be provided with the individual Task Orders. Typically, this may include reference to schedules, drawings and other documents.</p>
<b>S 602 Property not owned by the <i>Client</i> that is affected by the service</b>	
S 602.1	<p>Details of property not owned by the <i>Client</i> that is affected by the service will be provided with the individual Task Orders where relevant.</p>
<b>S 603 Not Used</b>	
<b>S 604 Not used</b>	

S 605 Contact information	
S 605.1	Contact information will be provided with the individual Task Orders where relevant.
S 606 Procedures for access	
S 606.1	Any specific procedures related to accessing the property affected by the <i>service</i> will be defined in the individual Task Orders where relevant.



## **Highways England Company Limited**

# **Scope**

## **Defined Terms**

### **Annex 01**

## CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	SM	Mar 2021



Ref.	Defined Term	Definition	Comments
1	Collaborative Planning	Collaborative Planning is a technique that involves all Parties working together to improve productivity, and reduce time and cost.	
2	Commitments Register	Commitments Register is the statement of that name set out in Annex A to the Form of Agreement detailing the commitments made by the <i>Contractor</i> as part of its tender in respect of how it is to Provide the Service.	Refer to section S338.8
3	Conflict of Interest	A Conflict of Interest may arise when your professional or personal interests or loyalties to a person or organisation outside Highways England affect or appear to affect the impartiality, judgement or effectiveness expected from you in interactions with Highways England.	
4	Construction Compliance Certificate	As per the meaning in BD2/12 Technical Approval of Highways Structure (Volume 1, Section 1 of the Design Manual for Roads and Bridges).	
5	Contractor Background IPR	IPR owned by the <i>Contractor</i> or a third party before the Contract Date or created by the <i>Contractor</i> or a third party independently of the contract, which in each case is or will be used to <ul style="list-style-type: none"> <li>before the end of the <i>service period</i> to Provide the Service and</li> <li>for the maintenance, operation and modification of the <i>service</i>.</li> </ul>	
6	Contracts Finder	Contracts Finder is the government website for information about contracts worth over £25,000 with the government and its agencies.	
7	Disclosure Request	A Disclosure Request is a request for information relating to the contract a	

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

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

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



**Highways England Company Limited**

## **Scope**

## **Reference Documents**

## **Annex 02**

## CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	SM	Mar 2021

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

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



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

39	Her Majesty's Passport Office guidance (Annex 04)	<a href="#">Her Majesty's Passport Office guidance</a>
40	Highways England BPSS Privacy Notice (Annex 04)	Within folder titled 'Annex 02 Reference Documents'
41	Highways England Counter Fraud, Bribery & Corruption Policy & Response Plan	Within folder titled 'Annex 02 Reference Documents'
42	Highways England Delivery Plan 2020-2025	<a href="https://www.gov.uk/government/publications/highways-england-delivery-plan-2020-2025">https://www.gov.uk/government/publications/highways-england-delivery-plan-2020-2025</a>
43	Highways England Disclosure Agreement.	<a href="#">Highways England Non-Disclosure Agreement</a>
44	Highways England Fair Payment Charter	Within folder titled 'Annex 02 Reference Documents'
45	Highways England Information Security Data Security Standard	Within folder titled 'Annex 02 Reference Documents'
46	HMG Baseline Personnel Security Standard v6.0 - May 2018 (Annex 04)	<a href="#">HMG Baseline Personnel Security Standard v6.0 - May 2018</a>
47	HMG Government Security Classifications	<a href="#">HMG Government Security Classifications</a>
48	HMG Security Policy Framework (SPF)	<a href="#">HMG Security Policy Framework (SPF)</a>
49	HMG Security Policy Framework version 1.1 – May 2018 (Annex 04/Annex 09)	<a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
50	Highways England Home, Safe and Well Strategy	<a href="#">Highways England Home, Safe and Well Strategy</a>

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

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

77	PPN 1/17 Update to the Transparency Principles 16 February 2017 or later revision or replacement.	<a href="#">PPN 01/17 Update to Transparency Principles 16 February 2017</a>
78	PPN Procurement Policy Note 01/18 Supply Chain Visibility	<a href="#">PPN Procurement Policy Note 01/18 Supply Chain Visibility</a>
79	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	<a href="#">Implementing Article 6 of the Energy Efficiency Directive</a>
80	Raising The Bar Initiative	<a href="#">Raising The Bar Initiative</a>
81	Recruiting for Success (Annex 06)	Within folder titled 'Annex 02 Reference Documents'
82	Region maps	Within folder titled 'Annex 02 Reference Documents'
83	Rehabilitation of Offender Act 1974 (Annex 04)	<a href="#">Rehabilitation of Offender Act 1974</a>
84	Respect at Work Guidance	Within folder titled 'Annex 02 Reference Documents'
85	RIS	<a href="#">Road Investment Strategy</a>
86	risk and issue management principles document	Within folder titled 'Annex 02 Reference Documents'
87	risk and issues management manual	Within folder titled 'Annex 02 Reference Documents'
88	risk policy and strategy for the management of risk	Within folder titled 'Annex 02 Reference Documents'
89	Roadworks a Customer View	Within folder titled 'Annex 02 Reference Documents'
90	Scotland or Northern Ireland criminal record check process (Annex 04)	<a href="#">Scotland or Northern Ireland criminal record check process</a>
91	Section 46 of Freedom of Information Act 2000 or later revision or replacement.	<a href="#">Section 46 of the Freedom of Information Act 2000</a>

92	Security Policy 3 (Annex 04)	<a href="https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx">https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx</a>
93	Security Team email (Annex 04)	<a href="mailto:securityteam@highwaysengland.co.uk">securityteam@highwaysengland.co.uk</a>
94	Specification for Highway Works	<a href="#">Specification for Highway Works</a>
95	Statement of Highways England's IT Security Policy (Annex 09)	Within folder titled 'Annex 02 Reference Documents'
96	Supply Chain Portal	<a href="#">Supply Chain Portal</a>
97	The Bribery Act 2010	<a href="#">The Bribery Act 2010</a>
98	The Institution of Occupational Safety and Health	<a href="https://www.iosh.com/">https://www.iosh.com/</a>
99	The Official Secret Act 1989	<a href="#">The Official Secret Act 1989</a>
100	The Public Interest Disclosure Act 1998 or later revision or replacement.	<a href="#">The Public Interest Disclosure Act 1998</a>
101	Town and Country Planning Act (2008)	<a href="#">Town and Country Planning 2008</a>
102	Traffic Signs Manuals	<a href="#">Traffic Signs Manuals</a>
103	Transport Infrastructure Efficiency Strategy (Annex 06)	<a href="#">Transport Infrastructure Efficiency Strategy</a>
104	Transport Infrastructure Skills Strategy (Annex 06)	<a href="#">Transport Infrastructure Skills Strategy</a>
105	UK Visas and Immigration guidance on right to work and record retention (Annex 04)	<a href="#">UK Visas and Immigration guidance on right to work and record retention</a>
106	UK Visas and Immigration's "Right to Work" acceptable documents and	Acceptable documents: <a href="#">Right to Work Checklist</a>

	guidance (Annex 04)	Guidance: <a href="#">Right to Work - Employers Guide</a>
107	Cabinet Office Government Construction Strategy papers dated March 2016	<a href="https://www.gov.uk/government/publications/government-construction-strategy-2016-2020">https://www.gov.uk/government/ publications/government- construction-strategy-2016-2020</a>



## **Highways England Company Limited**

# **Scope Insurance Annex 03**



## CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	SM	Mar 2021

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1.3	Policies to be taken out as required by United Kingdom law .....	7

1 INSURANCE TABLE	
1.1 Property “All Risks” Insurance	
1.1.1.	<p>Insured</p> <ul style="list-style-type: none"> <li>• <i>Contractor</i></li> </ul>
1.1.2.	<p>Insured property and sum insured</p> <p>Any Plant and Materials and / or Equipment. The sum insured to represent the reinstatement or replacement cost of the relevant insured property.</p>
1.1.3.	<p>Basis of cover</p> <p>"All Risks" of physical loss, damage or destruction to the Insured property (as set out in paragraph 1.1.2 above) unless otherwise excluded.</p>
1.1.4.	<p>Territorial limits</p> <p>United Kingdom including offsite storage and during inland transit.</p>
1.1.5.	<p>Period of insurance</p> <p>The <i>Contractor</i> maintains the insurance from the <i>starting date</i> until the end of the Service Period or a termination certificate has been issued.</p>
1.1.6.	<p>Cover features and extensions</p> <ul style="list-style-type: none"> <li>• Automatic reinstatement of sum insured clause</li> <li>• Loss minimisation</li> <li>• Temporary repairs</li> </ul>
1.1.7.	<p>Principal exclusions</p> <ul style="list-style-type: none"> <li>• War and related perils,</li> <li>• Nuclear/radioactive risks,</li> <li>• Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,</li> <li>• Wear, tear and gradual deterioration,</li> <li>• Consequential financial losses.</li> </ul>

1.2	Third Party Public and Products Liability Insurance
1.2.1	<p>Insured</p> <ul style="list-style-type: none"> <li>• <i>Contractor</i></li> </ul>
1.2.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental</p> <ul style="list-style-type: none"> <li>• death or bodily injury, illness or disease contracted by any person;</li> <li>• loss or damage to property;</li> <li>• interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;</li> </ul> <p>happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the <i>Services</i> and the contract.</p>
1.2.3	<p>Territorial limits</p> <p>United Kingdom and elsewhere in the world in respect of non-manual visits.</p>
1.2.4	<p>Period of insurance</p> <p>The <i>Contractor</i> maintains the insurance from the <i>starting date</i> until the Completion of the whole of the <i>Services</i> or termination of the contract whichever occurs earlier.</p>
1.2.5	<p>Cover features and extensions</p> <ul style="list-style-type: none"> <li>• Legal defence costs in addition to the limit of indemnity,</li> <li>• Contingent motor vehicle liability,</li> <li>• Health &amp; Safety at Work Act(s) clause,</li> <li>• Data protection legislation clause,</li> <li>• Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007,</li> <li>• Indemnity to principals clause.</li> </ul>

1.2.6	<p>Principal exclusions</p> <ul style="list-style-type: none"><li>• War and related perils,</li><li>• Nuclear/radioactive risks,</li><li>• Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,</li><li>• Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,</li><li>• Liability in respect of predetermined penalties or liquidated damages imposed under the contract,</li><li>• Liability arising from the ownership, possession or use of any aircraft or marine vessels,</li><li>• Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence,</li></ul>
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**1.3 Policies to be taken out as required by United Kingdom law**

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



**Highways England Company Limited**

## **Scope**

***Client's personnel security procedures***

**Annex 04**

## CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	SM	Mar 2021