



**Highways England Company Limited**

# **Ground Investigation**

**Framework Information**

### CONTENTS AMENDMENT SHEET

Amend No	Revision No	Amendment	Initials	Date
1	1	Amend requirement for PBA performance metric to be recorded at Supplier level only as part of CPF - amended paragraphs 3.3.4, 3.3.6, 3.3.13, 3.3.16 and 3.3.24, Annex E & Annex F.	PD	20/11/19
2	1	Minor formatting amendments throughout document.	PD	20/11/19
3	2	Minor amendments throughout Annex N - updated paragraph references to framework information, removed reference to Z7 and amended reference to Works Information in Attachment 1.	PD	22/11/19
4	3	Amend section 4.2 Exclusion of suppliers - added criteria to exclude where model PCG or accepted alternative guarantee is not provided	PD	02/12/19
4	3	Minor formatting correction section 6.6 The <i>Clients</i> Code of Practice	PD	02/12/19
5	4	Remove references to National Lot in the following sections 2.2, 3.2, 4.5, 4.8 paragraphs 4.4.2, 4.7.1, 4.7.9, Annex C & Annex D	PD SF	26/03/2020
6	4	Minor formatting sections 6.22 to 6.26	PD	26/03/2020
7	4	Addition of some wording for section 6.19	SF	31/03/2020

8	4	Removal of Procurement Delivery from the Framework Board and replacing with Health and Safety	SF	31/03/2020

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## **1 Client's Vision, Values & Key Objectives**

### **1.1 Purpose**

- 1.1.1 The purpose of this section is to communicate the *Client's* vision, values and the key objectives of this framework, whilst outlining the *Client's* expectations regarding how the *Supplier* supports the delivery of these. The *Client's* vision, outcomes and values and expectations are set out in Annex B.

### **1.2 About us**

- 1.2.1 The *Client* is a road owner and operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- 1.2.2 The roads that make up England's strategic road network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- 1.2.3 The *Client's* role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.
- 1.2.4 In this framework information
- Project means a road improvement project or a roads renewal project and
  - Scheme means an element of ground investigation works undertaken for a Project as a Works Contract.

### **1.3 Framework Objectives**

- 1.3.1 A number of objectives for the framework have been identified which supports the *Client's* five key values which are safety, integrity, passion, ownership and teamwork
- ensure a direct line of communication between the *Client* and the *Supplier* to ensure that the *Client's* values and technical requirements are communicated accurately to our supply chain,
  - deliver a high standard of work to time and to budget,
  - ensure personnel and laboratories used are accredited to the defined standards,
  - avoid contamination, working under the ethos that the site is to be left as it was found,
  - ensure any environmental constraints are adequately communicated with adequate controls put in place and
  - optimise collaboration and collaborative working with the *Client*, the *Client's* suppliers and the other suppliers on the framework to deliver the best overall result in terms of technical, quality and value for money input.

## **1.4 Framework board**

### **1.4.1 The framework board**

- is accountable for providing strategic management, governance and coordinating work under the framework,
- is responsible for ensuring that best value is obtained and demonstrated from operating the framework and
- consists of the *Client's* representatives from commercial, category management, health and safety, safety engineering and standards teams. Other members will be co-opted as required.

## **2 framework scope and structure**

### **2.1 framework scope**

#### **2.1.1 The objectives of ground investigation are to**

- identify and investigate geotechnical hazards,
- provide information for geotechnical and geo-environmental risk assessments necessary for the planning and design submissions, including supporting the establishment of the geotechnical design basis for design and construction and
- provide information for the detailed design and construction.

#### **2.1.2 The scope of the ground investigation services comprises of**

- early contractor involvement (not on every ground investigation),
- establishment,
- fieldworks typically comprising of intrusive (and sometimes non-intrusive) investigation, insitu testing and monitoring,
- post fieldworks monitoring,
- laboratory testing (geotechnical and contaminative) and
- factual reporting.

### **2.2 Lot Information**

#### **2.2.1 The framework has a lot structure based on value.**

#### **2.2.2 Not used**

#### **2.2.3 The three regional lots for Package Contracts with an individual or combined forecast total of the Prices equal to or less than £2 million. See Annex C for a breakdown of the regional lots.**



### 3 Operation of the Framework

#### 3.1 Instructing Orders

- 3.1.1 The works and services required under the framework are called off by means of a Work Order or a Time Charge Order. Orders will be instructed by the *Client* or by another *Contracting Body*.
- 3.1.2 Work Orders use the NEC4 Engineering and Construction Short Contract form. Time Charge Orders use the NEC4 Professional Services Short Contract form.
- 3.1.3 A Work Order may be issued for a standalone piece of work or a programme of work combining a number of Schemes. Where a Works Order is issued for a programme of Schemes is awarded, an individual Scheme within the Work Order is instructed by a Works Contract.
- 3.1.4 The *Client* may instruct a Work Order before the expiry of this framework contract which extends beyond the *end date*.
- 3.1.5 A Time Charge Order may be issued for work to assist the *Contracting Body* in providing advice to assist in developing the scope required for a Work Order.
- 3.1.6 Where the selection of a *Supplier* is made by a *Contracting Body* (other than the *Client*), that selection will require the agreement of the *Client*.

#### 3.2 Allocation of work to Lots

- 3.2.1 When a Package Contract arises, it will be allocated to one of the three regional lots (lots 2 to 4) depending on its forecast total of the Prices of the work and services to be delivered.
- 3.2.2 Not used.
- 3.2.3 Where the estimated total sum of the total of the Prices for all Package Contracts for a Project is £2million or below it will provisionally be allocated to a regional lot based on its geographical location in accordance with Table 1 below. For example, if a Project is located in the south west geographical region and the total sum of the Project's Schemes' forecast total of the Prices are valued (based on the total of the Prices) at £2million or less, it will be allocated to Lot 4.
- 3.2.4 Projects with site boundaries that straddle lots are allocated to the lot where there is a greater value of work.
- 3.2.5 Not used.

Table 1 – Lot Structure

Lot No.	Lot	Value (total of all Package Contracts for a Project)
1	Not Used	N/A

<b>2</b>	Regional Lot – North West & North East	equal to or less than £2million
<b>3</b>	Regional Lot – Midlands & East	equal to or less than £2million
<b>4</b>	Regional Lot – South West & South East	equal to or less than £2million

3.2.6 Once the Package Contract has been allocated to a lot, the *Supplier* is selected in accordance with section 4 below, illustrated in a flow chart in Annex D.

### 3.3 Performance Measurement

#### Overall approach

3.3.1 The *Supplier's* performance is assessed on two levels

- a contract level, which measures bespoke contract performance indicators in relation to the framework (see Annex E) and informs the future allocation of work under the framework, and
- a *Supplier* level, which maps the contract performance indicators to the *Client's* Collaborative Performance Framework (CPF) (see link Annex A) and informs the *Supplier's* overall performance against the *Client's* imperatives (see Annex F).

#### Contract level performance

3.3.2 The *Client* records performance against each of the contract level performance indicators developed for the framework. The indicators and scoring guidance are shown in Annex E.

3.3.3 The *Supplier* assists the *Client* in the development of this performance measurement framework by proposing and developing ways in which improvements can be made to the framework.

3.3.4 Performance is assessed against the following metrics, and the mean performance score for the sub-metrics assessed

- health and safety management,
- customers (including quality),
- sustainability/environment,
- time, cost and value and
- equality, diversity & inclusion (EDI).

- 3.3.5 Unless otherwise stated in the Scope or Annex E, the timescales for the contract level metrics are stated by the *Client* unless agreed between the *Client* and the *Supplier*.

Supplier level performance

- 3.3.6 The *Supplier* uses the current version of the CPF (see link in Annex A for toolkit) in order to actively measure the *Supplier's* performance and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.
- 3.3.7 The *Supplier* records performance against each of the indicators in the CPF and assists the *Client* in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.
- 3.3.8 The scores recorded by the *Supplier* against each CPF indicator are submitted to the *Client* and copied to the CPF email address [supplierperformance@highwaysengland.co.uk](mailto:supplierperformance@highwaysengland.co.uk) no later than working day 7 of the month. Working day 0 is the last working day of the month. For the purposes of this paragraph, working days are taken as Monday to Friday, but excludes any public holidays.
- 3.3.9 The *Client* leads additional annual reviews to assess all aspects of *Supplier* performance and trends in performance indicators.

Performance reviews

- 3.3.10 The *Client*, assisted by the *Supplier* and others (for example the *Client's* designer and the framework board where required), undertakes a performance review at the
- end of each Work Order with a duration of less than 12 months or
  - every 6 months and at the end of the Work Order, where the duration of the Work Order is 12 months or over.
- 3.3.11 The performance reviews measure the *Supplier's* performance for both the contract level and *Supplier* level performance indicators.

Performance reviews - contract level

- 3.3.12 The performance review addresses four of the contract level metrics
- health and safety management,
  - customers (including quality),
  - sustainability/environment and
  - time, cost and value.
- 3.3.13 The performance review of the EDI metric is undertaken every 6 months when sufficient data is available.
- 3.3.14 The *Supplier's* performance under a Time Charge Order is measured as part of the associated Work Order. If there is no associated Work Order, there will be no performance assessment for the Time Charge Order.
- 3.3.15 The *Supplier* starts with a score of 6, which is considered a neutral score.
- 3.3.16 At the end of each review, the metric scores for the Work Order (paragraph 3.3.12) is combined with the most recent scores for EDI (paragraph 3.3.13) and the mean is taken to give a final mean performance score of 0, 2, 4, 6, 8 or 10.

- 3.3.17 If the *Supplier* obtains a performance score of less than 6 for any metric they will be suspended from future work allocation and required to submit an improvement plan.
- 3.3.18 The improvement plan demonstrates the actions and steps that the *Supplier* proposes to take to ensure its performance score is restored to at least the neutral threshold score of 6.
- 3.3.19 The *Supplier* submits the improvement plan for acceptance by the *Client* within 10 working days of being awarded the score of less than 6, unless otherwise agreed with the *Client*.
- 3.3.20 The *Client* assesses the improvement plan in collaboration with the *Supplier*, framework board, and others where required. A reason for rejecting the plan is that the *Client* does not consider it will address the performance issue.
- 3.3.21 If the improvement plan is not accepted, the *Supplier* adjusts the plan based on *Client* feedback and resubmits in 10 working days, unless otherwise agreed with the *Client*.
- 3.3.22 The *Supplier's* compliance with any improvement plan is monitored by the *Client*. If the *Supplier* is found not to be complying with an improvement plan or it has not addressed the performance issue, then a further improvement plan is requested by the *Client* as per paragraph 3.3.18.
- 3.3.23 The *Supplier* submits a further improvement plan for acceptance by the *Client* within 10 working days of being requested by the *Client* for acceptance. The *Client* considers the plan in accordance with paragraphs 3.3.20 to 3.3.21.

#### Performance reviews - CPF

- 3.3.24 The *Client* assesses the *Supplier's* overall CPF scores where the contract performance indicators map to a CPF metric (see Annex F) and for project bank accounts.
- 3.3.25 The *Client* may undertake verification of the CPF scores at any time. The *Supplier* provides any evidence, including supporting documentation, as requested by the *Client*.
- 3.3.26 Where the *Supplier's* performance, as measured in accordance with the CPF, is equal to or below the performance level, this is treated as a substantial failure by the *Supplier* to comply its obligations under this framework or any Package Contract.
- 3.3.27 The performance level is a 5.

## **4 Selection Procedure**

### **4.1 selection procedure**

- 4.1.1 The *selection procedure* of a *Supplier* for a Package Contract is described below.

### **4.2 Exclusion of suppliers**

- 4.2.1 The *Supplier* is excluded from selection for a Package Contract if
- its economic and financial standing is such that it would not pass the economic and financial standing test in the selection questionnaire for the framework contract,

- it no longer passes the mandatory and discretionary selection criteria used in the selection questionnaire for the framework contract,
- it fails to provide
  - a Parent Company Guarantee (in the form set out in Annex L) or
  - if the *Supplier* is unable to provide a guarantee in the model form set out in Annex L due to a regulatory or other corporate constraint (which the *Client* considers is an acceptable constraint), an alternative form of guarantee or security accepted by the *Client*

when requested by the *Client*,

- it no longer holds or has obtained the required certification of its operating management systems as defined in section 6.11,
- it has scored less than 6 on any contract level or CPF performance metric where it has not submitted an accepted improvement plan to *Client*,
- it is not complying with any accepted improvement plan,
- the *Client* has not accepted a submitted improvement plan on its second submission,
- the number of Quality Management Points it has at the time of selection on all Package Contracts exceeds 75 or an average per Package Contract exceeding 25,
- the quality plan is not amended in accordance with the accepted proposals as defined in paragraph 6.11.7,
- the event listed in clause Z34.1 exist for the *Supplier*
- a RIDDOR Incident has occurred or Enforcement Action is brought under any contract
  - where the contract is with the *Client*, the *Supplier* has not agreed a remediation plan with the *Client* or
  - where the contract is not with the *Client*, the *Supplier* has not demonstrated to the *Client's* satisfaction that it has put in place adequate measures to ensure that the incident or action will not recur,
- it is subject to a termination notice,
- it is subject to a *Client* consult notice - a notice issued by the *Client* to the *Supplier* when the *Client* has commercial or performance concerns about the *Supplier*, sufficient enough that it would have a major concern in placing further work with the *Supplier* at the present time including financial standing, financial stability or any performance concerns in connection with the framework or any other contract with the *Client*,
- the issue of a Works Order to the *Supplier* would create a conflict of interest,
- the *Client* is not satisfied that the *Supplier* would be able to complete the works or services required for the proposed Package Contract,

- the *Supplier* is not a member registered user of the Association of Geotechnical & Geoenvironmental Specialists (AGS) as required by paragraph 6.18A or
- it is Controlled by
  - another framework supplier or
  - an Associate Company of another framework supplier.
- it has a substantial failure to comply with its obligations under the framework contract or any Package Contract.

### 4.3 Time Charge Orders

- 4.3.1 If a Time Charge Order is connected to a Project that has already been allocated to a *Supplier* under the rotational allocation or value allocation, that *Supplier* (unless excluded) carries out any associated Time Charge Order. Otherwise, the procedure at paragraph 4.3.2 below is used to select a *Supplier* for a Time Charge Order.
- 4.3.2 Time Charge Orders that are not connected to a Project, are to be issued on a rotational basis to a framework supplier in the lot in the same order used for allocating a Work Order (see section 4.6). If the services required is for general advice that is not region specific, then a direct award is issued.
- 4.3.3 The *Contracting Body* requests a submission from the next *Supplier* on the rota in the lot where the Time Charge Order has been allocated who have not been excluded under section 4.2. If the next *Supplier* on the rota has been excluded, the *Contracting Body* requests a submission from the next *Supplier* on the rota.
- 4.3.4 The *Supplier* responds in the time frame specified by the *Contracting Body*.
- 4.3.5 The *Supplier* responds by submitting to the *Contracting Body*
- a methodology statement demonstrating the resources required for the Time Charge Order and the *Supplier's* capability and capacity for the proposed work,
  - CV's for the proposed resources detailed in the methodology statement and
  - the people rate (from the *quotation information*) for each proposed resource.
- 4.3.6 The *Contracting Body* assesses whether the submission demonstrates the *Supplier's* capability and capacity to carry out the proposed Time Charge Order by ensuring the *Supplier* has
- sufficient people, equipment and material,
  - people resources who have the required level of training, skills and competence and
  - the people resources identified are available for the duration of the Package Contract.
- 4.3.7 Any specific resources identified by the *Client* as being required to complete the Package Contract will need to be available when required. This reflects resources already deployed on other Package Contracts within the framework and on other contracts and any other frameworks with the *Client*.

- 4.3.8 The *Contracting Body* accepts or rejects the *Supplier's* submission.
- 4.3.9 A reason for rejecting the submission is that the *Contracting Body* does not believe the objectives of the Time Charge Order will be met.
- 4.3.10 If the submission is accepted, a Time Charge Order award letter may be issued to the *Supplier* by the *Contracting Body*, and the Framework Board is notified of the award.
- 4.3.11 If the submission is rejected, then the *Contracting Body* may request alternative CV's, or a revised method statement for the Time Charge Order or may stop the progression of the Time Charge Order.
- 4.3.12 The *Supplier* submits a revised submission within 10 working days unless otherwise agreed with the *Contracting Body*.
- 4.3.13 If the resubmitted submission is accepted, a Time Charge Order award letter may be issued to the *Supplier*.
- 4.3.14 If the second submission is rejected, the *Contracting Body* may request a submission from another *Supplier* on the lot who is not excluded as per section 4.2 or use the direct award procedure (as per section 4.11 below) if there is no time to run another rota allocation procedure.
- 4.3.15 When instructed by the *Contracting Body*, the *Supplier* provides a forecast of the total time charge and expenses for the services included in the proposed Time Charge Order.

#### **4.4 Work Order**

- 4.4.1 *Suppliers* in the relevant lot who have not been excluded under section 4.2 above may be considered for the award of a proposed Work Order following the applicable *quotation procedure*.
- 4.4.2 The *quotation procedure* for the award of a Work Order is one of the following
- for Schemes to be provided for the *Client*, allocation (sections 4.6 and 4.7), secondary competition (section 4.8) and direct award (section 4.11) as set out below and
  - for Schemes to be provided for other *Contracting Bodies* secondary competition (section 4.8) or direct award (section 4.11) as set out below.

#### **4.5 Not used**

- 4.5.1 Not used
- 4.5.2 Not used.

#### **4.6 Regional Lot Allocation Procedure for Work Orders** rotational allocation

4.6.1 This section 4.6 applies to the Schemes to be provided to the *Client*. The *Client* may assemble Work Orders that consist of one or more Schemes where a Works Contract may be for one or more Projects.

4.6.2 Year 1 and for additional Work Orders under any value allocation procedure

4.6.2.1 Allocation of work during the first year of the framework contract (is made on a rotational basis. The *Supplier* who received the highest combined tender score on the relevant regional lot is allocated the earliest Work Order, the *Supplier* who received the second highest combined tender score on the relevant regional lot receives the next Work Order and so on.

4.6.3 When the *Client* has not been able to compile an annual forward programme

4.6.3.1 Should a forward annual programme of work not be able to be produced, allocation of work on the regional lots will continue on a rotational basis regardless of value (as per year 1) until an annual forward programme of work is available

value allocation

4.6.4 Year 2

4.6.4.1 From the first anniversary of the date of award of the framework contract (year 2), allocation of Works Orders for the three regional lots will be on an annual basis based on value allocation using an annual forward programme of work for each regional lot.

4.6.4.2 Once an annual forward programme of work is available, the Works Orders for each regional lot will be listed in order of their estimated total of the Prices starting with the Work Order with the highest value.

4.6.4.3 The *Supplier* who had the highest combined tender score on the regional lot is allocated the Work Order with the highest estimated total of the Prices on the list, the *Supplier* with the second highest combined tender score will be allocated the second highest estimated value Work Order on the list and so on until all Work Orders on the forward programme have been allocated for the year. This is demonstrated in Annex G.

4.6.4.4 Once the annual value allocation has been completed, any additional Work Orders that arise throughout the year will be added to the end of the list (that was compiled at the beginning of the year) and allocated to the next *Supplier* on a rotational basis (see paragraph 4.6.2.1) regardless of value. This is demonstrated in Annex G.

value allocation with performance

4.6.5 Year 3 onwards

4.6.5.1 From the second anniversary of the date of award of the framework contract (year 3) and for subsequent years, once performance data is available for all framework suppliers on the lot, allocation of the programme is subject to the *Supplier's* mean performance score on the framework.

4.6.5.2 On the second and subsequent anniversaries of the award of the framework contract, the *Client* calculates the *Supplier's* performance allocation score.

4.6.5.3 A *Supplier's* performance value allocation score is calculated by combining

- 40% of its combined tender score plus



- 60% of its mean performance scores, an example of this is demonstrated in Annex G.
- 4.6.5.4 The *Supplier* (provided it is not excluded) which has the highest combined tender score and performance score on the regional lot is allocated the Work Order with the highest estimated total of the Prices on the list, the *Supplier* with the second highest combined tender score will be allocated the second highest estimated value Work Order on the list and so on until all Work Orders on the forward programme have been allocated for the year
- 4.6.5.5 Once the value allocation has been completed, any new Work Orders that arise throughout the year will be added to the end of the list (that was compiled at the beginning of the year) and allocated to the next *Supplier* (provided it is not excluded) on a rotational basis (see paragraph 4.6.2.1) regardless of value.

#### **4.7 Award of Work Orders and Works Contracts under Allocation**

- 4.7.1 Once a Work Order has been allocated to a *Supplier* using section 4.6 above, the following process is followed to award the Work Order or a Works Contract. Where
- 4.7.1.1 a Work Order consists of one Works Contract, paragraphs 4.7.2 to 4.7.9 are followed or
- 4.7.1.2 a Work Order consists of two or more Works Contracts then paragraph 4.7.10 is followed. The placing of a Works Contract follows paragraphs 4.7.2 to 4.7.9.
- 4.7.2 The *Client* ensures the *Supplier* allocated the Work Order is not excluded under the criteria set out in section 4.2.
- 4.7.3 If the *Supplier* is not excluded, the *Client* follows paragraphs 4.7.5 to 4.7.8 below.
- 4.7.4 If the *Supplier* is excluded, the *Client* follows paragraph 4.7.9 below.
- 4.7.5 The *Client* issues a brief to the *Supplier* allocated the Works Contract which consists of the following
- Request for Quotation (RfQ),
  - the Additional Contract Data Part 1 & 2
  - the Scope for the proposed Works Contract including any specific insurance requirements,
  - the Price List for the Works Contract, compiled from the rates provided in the *quotation information*,
  - any additional prices and provisional sums, not in the *quotation information*, which is to be priced for the Work Contract based on forecast defined cost plus fee,
  - Z clauses for the proposed Works Contract and
  - the key milestones to be considered in the programme for the Works Contract.
- 4.7.6 The *Supplier* responds with a submission which is provided within the time frame specified by the *Client* (a minimum of 10 working days). This includes
- the additional Contract Data Part 2 for the Works Contract,

- a methodology statement for the proposed Works Contract, including a programme for the work and details of the resources proposed. The methodology statement does not exceed the page limit as set out in the RfQ,
- a health and safety submission (if required) the Works Contract,
- a Price List for the proposed Works Contract, including any price adjustments as described in section 5.2, additional prices for Works Contract specific items, and provisional sums not included in the *quotation information*,
- a fully reasoned and justified price for any item of work not included in the *quotation information* on the day the request for a quotation is issued, together with details to substantiate those prices based on information supplied in the *quotation information* and
- a percentage discount on the Prices for the Work Order if the scale or timing of the proposed Work Order provides efficiency savings from the prices included in the *quotation information*.

4.7.7 The *Client* either accepts or rejects the submission. If the submission is accepted a Work Order award letter may be issued. If the submission is rejected the *Client* responds to the *Supplier* within 10 working days with the reasons for rejection. If requested by the *Client*, the *Supplier* revises the submission and submit to the *Client* within 10 working days.

4.7.8 A reason for rejecting a submission is

- a methodology does not reflect the requirements for the Works Contract,
- a programme does not provide sufficient assurances that the key milestones will be achieved,
- the *Supplier* fails to provide adequate insurance certification,
- a health and safety submission (if required) does not provide enough assurance that the *Contracting Body's* health and safety requirements will be met or
- any of the additional items and provisional sums in the Price List cannot be sufficiently substantiated.

4.7.9 If the submission is rejected for a second time or if the identified *Supplier* is excluded under section 4.2, then the *Client* allocates the Works Contract or Work Order to the next available *Supplier* selected using the process in section 4.6 above.

4.7.10 Where a Work Order consists of more than one Works Contract, then the *Client* issues a Works Order award letter (annex N) and lists the Works Contracts within the Works Order.

#### **4.8 Quotation procedure for secondary competition**

4.8.1 This secondary competition procedure is used:

- if all *Supplier's* in one lot are excluded for a reason set out in 4.2,
- if all *Supplier's* in the lot do not have the capability or capacity to deliver the Package Contract,

- if the *Contracting Body* decides that this is the preferred quotation route for any individual Scheme of work or a programme of work and
  - for any work required by a *Contracting Body* other than the *Client*, unless it meets the criteria for the direct award procedure stated in paragraph 4.11.1.
- 4.8.2 The *Contracting Body* invites the framework suppliers in the lot where the works have been allocated as per section 3.2, who have not been excluded under section 4.2 above to submit a quotation for a proposed Work Order.
- 4.8.3 A brief is made available to the framework suppliers, and includes
- Request for Quotation (RfQ) including the expected timescales and evaluation criteria,
  - a Scope for the proposed Work Order,
  - the Contract Data Part 1 & 2 for the proposed Work Order,
  - the Z clauses for the proposed Work Order,
  - a Price List, compiled from the *quotation information*,
  - any additional prices, not in the quotation information which is to be priced for the Work Order based on defined cost plus fee key milestones to be considered in the programme
- 4.8.4 The *Suppliers* respond within the timescales specified by the *Contracting Body* (a minimum of 10 working days), by completing the information and submitting the documents requested. The *Supplier's* proposal is to include the following information:
- the Contract Data Part 2 for the Work Order,
  - a methodology statement for the proposed Work Order, including a programme for the work, details of the resources proposed. The methodology statement must not exceed the page limit as set out in the RfQ,
  - a Price List for the proposed Work Order, additional prices for Work Order specific items, and provisional sums not included in the *quotation information*,
  - a fully reasoned and justified price for any item of work not included in the *quotation information* on the day the request for a quotation is issued, together with details to substantiate those prices based on information supplied in the *quotation information* and
  - a percentage discount on the Prices for the Work Order if the scale or timing of the proposed Work Order provides efficiency savings from the prices included in the *quotation information*.
- 4.8.5 Where prices are agreed for items which are not included on the Price List, the agreed prices are added to the *quotation information*. The *Supplier* includes in its proposal a percentage discount on the Prices for the Work Order if the scale or timing of the

proposed Work Order provides efficiency savings from the prices included in the *quotation information*.

#### **4.9 Evaluation under secondary competition**

- 4.9.1 A quality panel assesses the *Suppliers'* methodology statements using the assessment criteria given in Annex I. The quality panel may seek clarification during the marking process to remove any uncertainty over the meaning of a proposal. If a *Supplier's* submission is found to be not acceptable, the *Supplier* will be excluded from further consideration for the Work Order being competed.
- 4.9.2 The *Supplier* with the highest total quality mark is given a score of 100. The quality scores of the *Supplier* are calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.
- 4.9.3 A finance panel assesses the each of the *Suppliers* pricing proposals. The *Supplier* with the lowest price submitted is given a score of 100. The financial scores of the other framework suppliers are calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.
- 4.9.4 The framework supplier's quality score and the financial score are combined in the ratio 70:30 (quality: price). The total score will be expressed to one decimal place. If more than one framework supplier has the same highest total score, the *Supplier* with the lowest price is taken forward.
- 4.9.5 Following completion of the quality assessment, the quality panel reviews the financial material to verify that the stated quality can be sustained throughout the duration of the Work Order for the price quoted. The quality panel may seek further clarification to enable them to understand the price or quality submission better. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the submission being rejected.

#### **4.10 Award of Work Orders under secondary competition**

- 4.10.1 When satisfied that the correct procedures have been followed, the *Contracting Body* notifies the framework suppliers in the relevant lot and the framework board of the results of the competition and states the submission the *Contracting Body* proposes to accept. This choice triggers a 10 calendar days standstill period.
- 4.10.2 Following the completion of standstill, the *Contracting Body* may issue a Work Order to the *Supplier* to perform the works set out in the Work Order.
- 4.10.3 Where the work comprises of a programme of work, the *Contracting Body* awards a Works Order to the successful *Supplier* covering all the Works Contracts in the bundle using the letter in Annex N. Individual Work Contracts are instructed by the *Contracting Body* using the letter in Annex O.
- 4.10.4 The *Contracting Body* reserves the right not to proceed with any proposal made in response to an invitation.

#### 4.11 Direct Award for all lots

4.11.1 The direct award procedure is only used in the following situations

- when for reasons of extreme urgency brought about by events unforeseeable by, and not attributable to the *Contracting Body*, the timescales to conduct an allocation procedure or a secondary competition cannot be met. For example, urgent works required for health and safety reasons,
- where the cost to the *Client* of conducting a secondary competition would be greater than the value gained by conducting the secondary competition. For example, where the estimated total of the Prices for a Work Order is less than the costs of conducting the secondary competition or
- for a Time Charge Order for general ground investigation advice which is not linked to a Project.

4.11.2 Except for a Time Charge Order for general ground investigation advice that is not linked to a Project, the *Contracting Body* identifies the *Supplier*, on the lot where the *site* is located, with the highest tender score in year 1 and the highest value allocation score 5) in years 2-4, once performance data is available, to be allocated the direct award. If the work is not associated to a lot, then the *Contracting Body* identifies the *Supplier* on the framework with the highest tender score in year 1 or the highest allocation score in years 2 to 4.

4.11.3 If no *Supplier* in the lot has the capability and capacity to complete the Work Order, all framework suppliers on the framework will be considered for the direct award. Capability and capacity is deemed acceptable if the *Supplier* has

- sufficient people, equipment and material,
- specific people resources who have the required level of training, skills and experience and
- the people resources identified are available for the duration of the Package Contract

to fulfil the needs of the proposed work.

4.11.4 Where a direct award procedure is used, the *Contracting Body* prepares a proposed instruction which identifies the price for the proposed work from the *quotation information* adjusted as stated in section 5.2 and the other terms of the framework contract. The *Client* invites the *Supplier* identified in paragraph 4.11.2 to confirm that they have the capability and capacity to carry out the work and that they accept the proposed instruction on the terms set out. If that confirmation is given, the instruction is issued to the *Supplier*.

4.11.5 If confirmation is not given, or if the identified *Supplier* is excluded under section 4.2 the *Client* repeats paragraphs 4.11.2 - 4.11.5 with the next highest scoring *Supplier*.

4.11.6 For a Time Charge Order for general ground investigation advice that is not linked to a Project, the *Contracting Body* identifies the *Supplier*, in accordance with paragraph 4.3.2 provided the *Supplier* has not been excluded. The *Supplier* confirms it has the capability and capacity to complete the Time Charge Order. If the *Supplier* is excluded or does not have the capability and capacity to complete the order, then the next *Supplier* is

chosen.

4.11.7 The *Client's* decision on whether a direct award will be used is final.

## 5 Quotation Information

### 5.1 quotation information

5.1.1 Where a new price is agreed for a new item of work, the *Client* may add the new item of work and the associated agreed rate to the *quotation information*.

5.1.2 The *Supplier* does not use a rate in preparing a price for a Works Contract that exceeds the relevant rate in *quotation information* adjusted as stated in section 5.2.

5.1.3 The *Supplier* may use a rate that is lower than the rate used in the *quotation information*.

### 5.2 Adjustment of prices

5.2.1 On each anniversary of the date of award of the framework contract, each rate in the *quotation information* is adjusted as follows

- each item rate in the *quotation information* is adjusted using the price adjustment factor 1 (PAF1) and
- the adjusted rates replace those in the quotation information.

Once the *quotation information* is adjusted it applies to all future Package Contracts. Any Package Contracts already awarded or quoted for will not be adjusted.

5.2.2 The indices for use in the price adjustment factors is PAF1 - Price Adjustment Formulae Indices (Highways Maintenance), Series 4 - Highways Maintenance Work Category Indices, 4/HM/WC/01 Routine, Cyclic and Time Charge Works, unless altered in accordance with this contract.

5.2.3 The index list above is currently published on behalf of the Department for Business, Energy and Industrial Strategy (BEIS), by the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors.

5.2.4 The price adjustment factor (PAF1) are calculated as  $(L - B)/B$ , where L is the confirmed published value of the relevant index in the December preceding the anniversary of the date of award of the framework contract and B is the confirmed value of the same index published in December 2019. If an index is changed after it has been used in calculating a price adjustment factor, the calculation is repeated, and a correction included in the next assessment of the amount due.

5.2.5 The *Client* may consult the *Supplier* on any revised indices.

5.2.6 Any changes to the indices to make them more representative of the costs being incurred is agreed with the *Supplier*.

## 6 General Requirements

### 6.1 Collaboration

6.1.1 The *Supplier* co-operates with other *Contracting Bodies* and other suppliers appointed

on the framework in obtaining and providing information which they need in connection with work under the framework.

6.1.2 The *Client* requires the framework suppliers to collaborate. Collaboration is intended to share best practice across the framework; this may take place during formal meetings facilitated by the *Client* or regular documented communication between framework suppliers. The *Supplier* contributes best practice learning and continual improvement whether resulting from a Package Contract or the *Supplier's* work outside the framework contract.

6.1.3 The framework suppliers comply with the principles of ISO 44001 and encompasses the behaviours, organisational culture and management processes that support effective collaborative business relationships.

6.1.4 To be successful in delivering the objectives and expectations of this framework, the *Supplier* demonstrates values that support those of the *Client* and works collaboratively with the *Client*, other suppliers appointed on the framework, and other *Contracting Bodies* including

- other *Client* suppliers as necessary e.g. designers, asset delivery suppliers,
- suppliers across each of the Ground Investigations Regional Framework Lots, and
- other *Contracting Bodies* (including Local Authorities, Central Government Departments).

## 6.2 Collaboration Agreement

6.2.1 Any *Contracting Body* (other than the *Client*) that wishes to issue a Work Order enters into a Collaboration Agreement (see Annex J) with the *Client* and the *Supplier*.

## 6.3 Confidentiality

6.3.1 The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person

- the terms of the framework contract and any Package Contracts and
- any confidential or proprietary information (including personal data) provided to or acquired by the *Supplier* in performing its obligations under the contract or any Package Contract,

except that the *Supplier* may disclose information

- to its legal or other professional advisers,
- to anyone employed by it on its behalf as need to enable the *Supplier* to perform its obligations under the framework contract or any Package Contract,
- 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 *Supplier* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,

- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
- with the consent of the *Client*.

6.3.2 The *Supplier* 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 perform its obligations under the framework contract or any Package Contract.

6.3.3 Within two weeks after the expiry or termination of the framework contract for any reason and the completion of work under all Package Contracts or (if earlier) when it is no longer required, the *Supplier* returns to the *Client* any confidential or proprietary information belonging to or provided by the *Client* in the *Supplier's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Supplier* any Subcontractor relating to the *Client* or the framework contract or any Package Contract.

#### **6.4 Conflict of interest**

6.4.1 The *Supplier* does not take an action which would cause a conflict of interest to arise in connection with the framework contract or any Package Contract. The *Supplier* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise. See Annex A for Highways England's Conflict of Interest Policy.

#### **6.5 Official Secrets Acts**

6.5.1 The Official Secrets Act 1989 applies to the contract from the date of award of the framework contract until all works to be carried out under all Package Contracts have been completed.

6.5.2 The *Supplier* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link in Annex A).

6.5.3 A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations under any Package Contract.

#### **6.6 The Clients Code of Conduct**

6.6.1 The *Supplier* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* Anti-Fraud, Bribery and Corruption Policy, Fair Payment Charter and Raising Concerns at Work Policy collectively the "Codes" (See links in Annex A).

6.6.2 The *Supplier* complies with the Codes until the *end date* and

- paragraphs 1.3 and 1.4 of the *Client's* Anti-Fraud, Bribery and Corruption Policy and
  - paragraph 1 of the *Client's* Fair Payment Charter
- for a period of 12 years after the *end date*.



- 6.6.3 A failure to comply with this section 6.6 is treated as a substantial failure by the *Supplier* to comply with its obligations under any Package Contract.

## **6.7 Disclosure of Information**

- 6.7.1 A disclosure request is a request for information relating to the framework contract and any Package Contracts received by the *Client* pursuant to the Freedom of Information Act 2000 (see link in Annex A), the Environmental Information Regulations 2004 (see link in Annex A) or otherwise.
- 6.7.2 The *Supplier* acknowledges that the *Client* may receive disclosure requests and that the *Client* may be obliged, (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a disclosure request. Where practicable, the *Client* consults with the *Supplier* before doing so in accordance with the relevant code of practice. The *Supplier* responds to any consultation promptly and with any deadlines set by the *Client* to and to the satisfaction of the *Client*. The *Supplier* acknowledges that it is for the *Client* to determine whether such information should be disclosed.
- 6.7.3 When requested to do so by the *Client*, the *Supplier* promptly provides information in its possession relating to the framework contract and any Package Contracts and co-operates with the *Client* to enable the *Client* to respond to a disclosure request within the time limit set out in the relevant legislation.
- 6.7.4 The *Supplier* promptly passes any disclosure request which it receives to the *Client*. The *Supplier* does not respond directly to a disclosure request unless instructed to do so by the *Client*.
- 6.7.5 The *Supplier* acknowledges that the *Client* is obliged to publish information relating to this framework contract in accordance with Procurement Policy Note 01/17 (PPN) entitled “The Transparency of suppliers and Government to the Public” dated 16<sup>th</sup> February 2017 (or any later revision) (see link in Annex A), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Client* has the final decision.
- 6.7.6 The *Supplier*
- co-operates with and assists the *Client* to comply with its obligations under to publish information in accordance with PPN 01/17(see link in Annex A) or
  - agrees with the *Client* a schedule for the release to the public of information relating to the framework contract and any Package Contracts in accordance with the terms of the PPN 01/17,
  - provides information to assist the *Client* in responding to queries from the public PPN 01/17 as required by the *Client* and
  - supplies the *Client* with financial data relating to the framework contract and any Package Contracts in the form and in the times specified in the PPN.
- 6.7.7 The *Supplier* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note entitled Publication of Central Government Tenders and Contracts dated November 2017 (see

link in Annex A), except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Supplier* before deciding whether the information is exempt, but the *Supplier* acknowledges that the *Client* has the final decision. The *Supplier* co-operates and assists the *Client* to publish the contract and any Package Contract in accordance with the *Client's* obligation.

## **6.8 Discrimination, Bullying & Harassment**

- 6.8.1 The *Supplier* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
- 6.8.2 In performing its obligations under the framework contract and any Package Contract, the *Supplier* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to:
- eliminate unlawful discrimination, harassment and victimisation,
  - advance equality of opportunity between different groups, and
  - foster good relations between different groups.
- 6.8.3 Where any *Supplier's* employee or subcontractor (and its employees) at any stage of remoteness from the *Client*, is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Supplier* ensures that each such employee or subcontractor, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities (see link in Annex A).
- 6.8.4 The *Supplier* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Supplier* under the Discrimination Acts in connection with the framework contract or any Package Contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
  - attends (and permits a representative from the *Client* to attend) any associated meetings,
  - promptly allows access to any relevant documents and information and
  - co-operates fully and promptly with the investigatory body, court or tribunal.
- 6.8.5 The *Supplier* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.
- 6.8.6 The *Supplier* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 6.8.7 The *Supplier* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts.

The *Supplier* prepares and delivers to the *Client* no later than 1<sup>st</sup> August each year an annual

- slavery and human trafficking report,
- transparency statement and
- a risk register with mitigating actions.

which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

6.8.8 The *Supplier* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.

6.8.9 The *Supplier* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.

6.8.10 The *Supplier* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the services or works is undesirable or in breach of the *Client's* policies, the *Client* instructs the *Supplier* to implement corrective action.

6.8.11 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the works or services, contains provisions to the same effect as this section 6.8. The *Supplier*, may propose to the *Client* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the works, does not comply with the requirements of this section 6.8. The *Supplier* provides a detailed reason for not including some or all of the requirements of this section 6.8 in the specific contract. The *Supplier* provides further detail when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Supplier* is relieved from including some or all of the requirements of this section 6.8 in the specific subcontract.

6.8.12 A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations under the framework contract and any Package Contract.

## **6.9 Limits of Liability**

6.9.1 For a Work Order, the *Supplier's* total liability to the *Contracting Body* for all matters arising under or in connection with a Work Contract, other than excluded matters, does not exceed 100% of the Work Contract's total of the Prices.

6.9.2 For a Time Charge Order, the *Supplier's* total liability to the *Contracting Body* which arises under or in connection with a Time Charge Order is £nil (0.00) except for

- death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- any liability to the extent it cannot be limited or excluded by law

in which cases *Supplier's* total liability to the *Contracting Body* which arises under or in connection with a Time Charge Order is unlimited.

## **6.10 Insurance**

6.10.1 Insurance levels are determined for each Time Charge Order or Work Order.

## **6.11 Quality management**

6.11.1 The *Supplier* operates the following management systems

- a health and safety management system complying with OHSAS 18001 or the replacement ISO 45001,
- a quality management system complying with ISO 9001,
- an environmental management system complying with ISO 14001,
- a risk management system and processes complying with principles of ISO 31000 and
- a collaboration framework complying with the principles of ISO44001.

6.11.2 The systems include processes for delivering continual improvement following the guidance in ISO 9004 and comply with good industry practice and the requirements of the contract and any Package Contract.

6.11.3 From the date of award of the framework, the *Supplier* has third party certification from a UKAS approved accreditation body approved by the *Client* of its

- quality management system ISO 9001,
- environmental management systems ISO 14001 and
- gains certification to health and safety ISO 45001, no later than twenty-four months from the date of award of the framework contract unless the *Supplier* already holds such certification.

6.11.4 The *Supplier* submits to the *Client* a copy of each certificate within one week after it is obtained.

6.11.5 The Quality Plan incorporates the *Supplier's* Quality Statement and is sufficiently detailed to demonstrate how the *Supplier* will achieve each of the tender commitments in the Quality Statement and meets the *Client's* objectives for the framework contract.

6.11.6 The *Supplier* prepares the Quality Plan within 5 weeks of the award of the framework contract. The *Supplier* keeps a controlled copy of the Quality Plan available for inspection by the *Client* and their representatives at all times.

6.11.7 The *Client* notifies the *Supplier* if it considers that the Quality Plan does not comply with the requirements of the framework contract. Following such notification, the *Supplier* reviews the Quality Plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the Quality Plan is changed.

6.11.8 A reason for not accepting the proposals are that they do not address the requirements of the framework contract and Package Contracts.

## 6.12 Audits, Quality Management Points and Nonconformities

- 6.12.1 The *Supplier* carries out a programme of internal audits in accordance with the requirements of ISO 9001.
- 6.12.2 The *Client* may carry out audits of the *Supplier's* quality management system from time to time. The *Supplier* allows access at any time within working hours to any place where they or any subcontractor carries out any work that relates to the framework contract or work under any Package Contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Supplier* is performing its obligations under the framework contract or Package Contract. The *Supplier* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- 6.12.3 Within 2 weeks following notification of a nonconformity as defined in ISO 9000, the *Supplier* submits to the *Client* for acceptance a plan setting out the corrective and preventative action that it proposes to take to deal with the nonconformity.
- 6.12.4 Within one week of the *Supplier* submitting the proposed action plan, the *Client* either accepts the proposal or notifies the *Supplier* of its reason for not accepting it. A reason for not accepting the proposed action plan is that
- it does not specify the actions required to ensure that nonconformities do not recur,
  - it does not comply with the framework contract or any Package Contract,
  - the time for completing the corrective and preventative action is unreasonable or
  - it will hinder the *Client* or Others.
- 6.12.5 If the *Client* does not accept the proposed action plan, the *Supplier* submits a revised proposal to the *Client* for acceptance within one week.
- 6.12.6 If the *Supplier* fails to comply with its quality management system, the *Supplier* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table. The number of Quality Management Points is reduced in accordance with the quality table.
- 6.12.7 If the *Supplier* fails properly to accrue Quality Management Points, the *Client* instructs the *Supplier* to accrue the applicable number of Quality Management Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Client's* instruction.
- 6.12.8 The *Supplier* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

## 6.13 Quality Table

Failure	Quality Management Points	Period of effect
Failure to appoint a Quality Manager or to replace the Quality Manager when instructed by the <i>Client</i>	25	Until audit confirms that failure corrected

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
A Quality Plan does not comply with the requirements of the framework contract or Package Contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to identify a Non-Conformity and raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to correct Quality Plan in the time and manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	15 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Client</i>	10 per failure	Until the records are made available
Failure to allow access for <i>Client</i> audits	10 per failure	Until access is allowed
Failure by <i>Supplier</i> to accrue Quality Management Points that should have been accrued	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points

Failure	Quality Management Points	Period of effect
	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued
Note 1: For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

#### 6.14 Quality Management Points

- 6.14.1 If at any time the number of Quality Management Points in effect under any Package Contract is more than 25, the *Supplier* and the *Client* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
- 6.14.2 The *Supplier* submits a report to the *Client* within one week of the meeting setting out
- the actions agreed at the meeting and
  - any other actions which the *Supplier* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
- 6.14.3 If the *Client* does not accept the *Supplier's* proposals or the *Supplier* does not take the agreed actions, the *Client* serves a quality warning notice on the *Supplier*. Within one week of receipt of the quality warning notice, the *Supplier* submits a report to the *Client* setting out the actions which the *Supplier* has taken and what further or alternative actions it proposes to take to reduce the number of Quality Management Points in effect to 25 or less.
- 6.14.4 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Supplier* takes the actions detailed in its reports and submits weekly update reports to the *Client* setting out the actions it has taken, the results of those actions and the actions which they are still to undertake.

#### 6.15 Health, Safety and Environmental requirements

- 6.15.1 The *Supplier* operates an occupational health management system in line with the requirements of Health and Safety Executive's construction occupational health management model.
- 6.15.2 The *Supplier* ensures it plays its part in reducing the *Client's* carbon footprint by actively managing and reducing its greenhouse gas emissions and reporting emissions in CO<sub>2</sub> equivalents to the *Client* every six months in connection with the framework contract or

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any Package Contract.

## **6.16 RIDDOR**

6.16.1 Where a RIDDOR Incident has occurred or Enforcement Action is brought under any Package Contract, then the *Client* may decide not to award any further work under the Works Order where it consists of more than one Works Contract. Any further work not placed with the *Supplier* within the scope of the Works Order may be placed with a different supplier.

## **6.17 People**

6.17.1 The *Supplier* complies with the *Client's* equality, diversity and inclusion requirements in Annex K.

## **6.18 Records and Audit Access**

6.18.1 For the purpose of this section records includes inventories.

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

- scanned electronic image (Acrobat .pdf),
- editable electronic document (MSWord, AGS Data Format),
- editable electronic spreadsheet (MSExcels),
- electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Client*.

6.18.3 The *Supplier* may from time to time agree with the *Client* alternative acceptable formats in which the *Supplier* maintains records, taking into account advances and other developments in information systems. The *Supplier* implements any changes as agreed with the *Client*.

6.18.4 The *Supplier* creates, maintains and provides (and ensures that any Subcontractors create and provide) such records that are necessary to perform its obligations under the framework contract and any Package Contracts.

6.18.5 Where applicable, all records created or maintained electronically have the metadata (document properties) completed to the satisfaction of the *Client*.

6.18.6 The *Supplier* retains all electronic and other records in good order for the duration of the framework contract in such form as to be capable of audit (including electronic means) by the *Client* or Auditor General. The *Supplier* makes the records available for inspection by the *Client* and Auditor General at all reasonable times and provides copies of these records at regular intervals as agreed with the *Client*. The *Supplier* retains records in line with the latest *Client* retention policy (see Annex A) which if amended will be cascaded for implementation. The *Supplier* also maintains records in line with any statutory record keeping responsibilities and until expiry of the Work Order or termination of the framework contract (unless the *Client* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.



6.18.7 The *Supplier* keeps documents and information obtained or prepared by the *Supplier* or any Subcontractor in connection with the framework contract or any Package Contract for a period of 12 years after the *end date*.

6.18.8 This section 6.18 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 *Supplier*.

#### 6.18A Membership of Trade Association

6.18A.1 The *Supplier* becomes (and remains) a Registered User of the Association of Geotechnical & Geoenvironmental Specialist (AGS) within 60 calendar days of the date of award of the framework contract (see link in Annex A).

#### 6.19 Records and reporting for Small Medium Enterprises

6.19.1 For Small, Medium or Micro Enterprises (SME) employed on the contract, as defined in 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 Supplier reports to the Client each quarter from the date this framework contract came into existence until the defects date of the Package Contract.

- the name of the SME,
- the class of SME (Small, Medium or Micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the date this framework contract came into existence.
- publish the information supplied under the section 6.19, along with the *Supplier's* name and the name of the contract and
- pass the information supplied under this section 6.19 to any Government Department who may then publish it along with the names of the SMEs, the *Supplier's* name or the framework contract and Package Contract.

6.19.4 The *Supplier* ensures that the conditions of contract for each subcontractor who is an SME includes

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

6.19.5 The *Supplier* further ensures that the conditions of contract for each subcontractor include a requirement that the conditions of contract for any further sub-subcontractor

engaged by the subcontractor who is an SME include obligations similar to those set out in this section.

## **6.20 Euro (€) functionality**

6.20.1 The *Supplier* performs its obligations under the framework contract and any Package Contract

- so that the *Client* is not prejudiced by the implementation of the Euro,
- in such a way as to comply with all legal requirements applicable to the Euro in the United Kingdom, including the rules on conversion and rounding set out in the EC Regulation 1103/97 (included in Annex A).
- so that they are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and
- in accordance with the *Client* 's requirements both for Sterling and for the Euro.

## **6.21 Parent Company Guarantee**

6.21.1 If the *Supplier* is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex L.

6.21.2 If the entity that is to provide the Parent Company Guarantee is not a company incorporated in and subject to the laws of England, the *Supplier* provides a legal opinion in support of a Parent Company Guarantee.

6.21.3 Any legal opinion provided by the *Supplier* in support of a Parent Company Guarantee from a company not incorporated in and subject to the laws of England, includes (among others) the following matters:

- a) is addressed to the *Client* on a full reliance basis,
- b) the liability of the lawyers giving the opinion is not to be subject to any exclusion or limitation of liability,
- c) confirmation that
  - i. 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,
  - ii. the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
  - iii. 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,
  - iv. execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
  - v. the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
    - the constitutional documents of the Controller,

- any provision of the laws of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets and,
- vi. (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- d) 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,
- e) notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- f) confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee, and
- g) 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.

6.21.4 Should other forms of guarantee be required, this will be specified by the *Client*.

## **6.22 Project Bank Account**

6.22.1 NEC Option Y(UK)1 is mandated for all contracts. The *Supplier* complies with the restrictions or requirements of subcontractors section in the Scope.

6.22.2 The *Supplier* ensures that any deeds associated with the project bank account (PBA) are issued with sufficient time to allow the *Client* to apply original signatures to prevent any payment issues.

6.22.3 The *Supplier* ensures that

- there is one original copy of deed for each party to the deed issued to the *Client* for the attachment of the *Client's* original signatures and
- each original copy of the deed has original signatures from the authorised signatories.

6.22.4 The Trust Deed and the Joining Deed can be found at Annex A.

6.22.5 The *Supplier* notifies the *Client* of the name and address of the Project Bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.'

### Adding a Named Supplier

6.22.6 The *Supplier* ensures that all its supply chain sign the joining deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered

the opportunity) written evidence needs to be provided to the *Client* detailing the reasons why it does not want to sign up. The *Client* may at any time, contact that subcontractor or supplier directly to improve its knowledge and understanding of the benefits of PBAs.

### 6.23 Project Bank Account (PBA) Tracker

6.23.1 The tracker is used for measuring and monitoring performance of the PBA. The *Supplier* completes and submits to the *Client* every six months

- a fully populated PBA Tracker (with the 'Supplier Cumulative Totals' tab up to date - including the assignment of SME categories against each subcontractor and each subsubcontractor) and
- detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA Tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients should be redacted from your main account statement before submission) in .pdf format.

6.23.2 All variances from the previous month are explained by the *Supplier* and further information is submitted in response to any queries raised. The SME percentage is calculated from the full application value. Time in the PBA Tracker and Performance Indicator is measured in calendar days.

6.23.3 The *Client* monitors the time it takes the *Supplier* to pay its supply chain (including subcontractors and subsubcontractors) through the PBA, following deposit of funds into the PBA.

6.23.4 The related performance score is calculated when the majority of the funds have been deposited into the PBA by the *Client* that covers amount due to supply chain joined to the PBA.

6.23.5 If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Client* with the supply chain (at various intervals) to verify that they are getting paid in a timely manner.

6.23.6 The *Client* may carry out audits to assess the full extent of how supply chain payments are made.

6.23.7 Where the *Supplier* transfers monies from other accounts into the PBA this is stated on the bank statement.

### 6.24 Take over and Mergers

6.24.1 If the *Supplier* (or, where the *Supplier* is a joint venture, any Consortium Member) is taken over by, or merges with, another supplier (or an Associated Company of another *Supplier*) on the framework contract

- the *Supplier* immediately notifies the *Client*,
- the *Supplier* explains to the *Client* how the takeover or merger will affect the corporate structure and financial standing of the *Supplier*, the other supplier and any Guarantor,
- the *Client* consults with the *Supplier* as to which of the framework contracts or Package Contracts should be terminated and

- pending termination of either framework contract, the *Client* excludes the *Supplier* from any *selection procedure* for a Package Contract that it would otherwise have issued (or been obliged to issue) to the *Supplier*.

## **6.25 The form of Novation**

6.25.1 If the *Supplier* is required to provide a form of novation it is provided in the form set out in Annex M.

## **6.26 Intellectual Property Rights (IPR)**

6.26.1 The *Supplier* acquires no rights over material prepared for the *Supplier's* obligations under the framework contract and any Package Contract.

6.26.2 The *Supplier* grants to the *Client* licences to use, modify and develop the *Supplier's* Contractor Background IPR for any purpose relating to the *Supplier's* obligations under any Package Contract (or substantially equivalent services its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function).

6.26.3 The *Supplier* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Contractor Background IPR for any purpose relating to

- the service, (or substantially equivalent services), its maintenance, operation, modification,
- for the design of any other works, its maintenance, operation and
- for any purpose relating to the exercise of the *Client's* business or function.

6.26.4 The *Client* does not acquire any ownership right, title or interest in or to the Contractor Background IPR.

## **7 Public Contract Regulations 2015**

7.1.1 The *Contracting Body* may undertake due diligence at any stage of a quotation procedure and in connection with the placing of a Works Contract in relation to a potentially abnormally low offer under the Public Contracts Regulations 2015, as amended.

## **8 Delay damages**

8.1.1 Where delay damages apply, these are assessed in accordance with Annex P.

## 9 Annexes

### Annex A – Reference Documents

Scope Area	Document	Link
3.3 - Performance Measurement	Supplier Performance Guidance	See e-tendering portal
3.3 - Performance Measurement	Collaborative Performance Framework (CPF) (SPaTs Non Roads toolkit)	See supply chain portal <a href="https://supplychainportal.highwaysengland.co.uk">https://supplychainportal.highwaysengland.co.uk</a> . To request an account, email: <a href="mailto:MPPCF@highwaysengland.co.uk">MPPCF@highwaysengland.co.uk</a> .
6.4 - Conflict of Interest	Conflict of Interest Guidance	See e-tendering portal
6.5 - Official Secrets Act	Official Secrets Act 1989	<a href="https://www.legislation.gov.uk/ukpga/1989/6/contents">https://www.legislation.gov.uk/ukpga/1989/6/contents</a>
6.6 – Client's code of Conduct	Highways England Counter Fraud, Bribery & Corruption Policy & Response Plan	See e-tendering portal
6.6 – Client's code of Conduct	Highways England Fair Payment Charter	See e-tendering portal
6.7- Disclosure Requests	Freedom of Information Act 2000 or later revision or replacement.	<a href="#">Freedom of Information Act 2000</a>
6.7- Disclosure Requests	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>
6.7- Disclosure Requests	Environmental Information Regulations 2004 or later revision or replacement.	<a href="#">Environmental Regulations 2004</a>
6.7 - Disclosure Requests	The Public Interest Disclosure Act 1998 or later revision or replacement.	<a href="#">The Public Interest Disclosure Act 1998</a>
6.7- Disclosure Requests	PPN 1/017 Update to the Transparency Principles 16	<a href="#">PPN 01/17 Update to Transparency Principles 16 February 2017</a>

	February 2017 or later revision or replacement.	
6.7 - Disclosure Requests	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>
6.7- Disclosure Requests	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>
6.7 - Disclosure Requests	Highways England Disclosure Agreement	<a href="#">Highways England Non Disclosure Agreement</a>
6.8- Discrimination, Bullying & Harassment	Dignity at Work Policy	See e-tendering portal
6.8- Discrimination, Bullying & Harassment	Equal Opportunities Policy	See e-tendering portal
6.18- Records and Audit Access	Physical File Retention and Disposal Policy	See e-tendering portal
6.18- Records and Audit Access	Electronic File Retention and Disposal Policy	See e-tendering portal
6.18A- Records and Audit Access	Documents – AGS registration	<a href="http://www.agsdataformat.com/datatransfer/registered.php">http://www.agsdataformat.com/datatransfer/registered.php</a>
6.20-Euro functionality	EC Regulation 1103/97	<a href="http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1490620909228&amp;uri=CELEX:31997R1103">http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1490620909228&amp;uri=CELEX:31997R1103</a>
Annex B - The Client's Vision	Road Investment Strategy (RIS)	<a href="https://www.gov.uk/government/collections/road-investment-strategy">https://www.gov.uk/government/collections/road-investment-strategy</a>

Annex B - The <i>Client's</i> Vision	The Strategic Business Plan 2015 - 2020	<a href="https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020">https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020</a>
Annex K - People	National Skills Academy for Construction	<a href="https://www.citb.co.uk/standards-and-delivering-training/national-skills-academy-for-construction/">https://www.citb.co.uk/standards-and-delivering-training/national-skills-academy-for-construction/</a>
Annex K - People	Apprenticeship start template	See e-tendering portal



## Annex B – The *Client's* Vision and Values

### The *Client's* Vision

- 1.1. The *Client's* vision, as set out in the Road Investment Strategy (RIS), (see link in Annex A) 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 peoples' lives and businesses' prospects.

### The *Client's* Imperatives

- 1.2. The *Client's* vision comprises of the three imperatives which are
- **Safety** – the safety of our employees, our service partners and our road users,
  - **Customer Service** – the customer service and experience that road users have and
  - **Delivery**– the delivery of the government's road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers.
- 1.3. The *Client's* imperatives set out what we do, and the *Supplier* aligns with these imperatives and supports the *Client* in achieving the *Client's* outcomes (see 1.7 below).

### The *Client's* values and expectations

- 1.4. The *Client's* values are
- **Safety** – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network,
  - **Integrity** – we are custodians of the network, acting with integrity and pride in the long-term national interest,
  - **Ownership** – 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,
  - **Teamwork** – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and
  - **Passion** – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.
- 1.5. The *Client'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.
- 1.6. The *Supplier* ensures it has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client's* outcomes.

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### **The *Client's* Outcomes**

- 1.7. The Strategic Business Plan 2015 – 2020 (see link in Annex A) sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* will do it.
- 1.8. This framework plays a role in assisting and enabling the *Client* to achieve its outcomes of
- supporting economic growth,
  - a safe and serviceable network,
  - a freer flowing network,
  - an improved environment and
  - a more accessible and integrated network.
- 1.9. This will be achieved through
- planning for the future,
  - growing capability,
  - building relationships,
  - efficient and effective delivery and
  - improving customer interface.

## Annex C – Lot Structure

1. The regions referenced in this lot structure are aligned to the Client's operational regions and to the nomenclature of territorial units for statistics (NUTS), details of which can be found on the National Archives website:

<https://webarchive.nationalarchives.gov.uk/20160106064441/http://www.ons.gov.uk/ons/guide-method/geography/beginner-s-guide/eurostat/index.html>



Map 2 – Regional Structure

2. Lot 1 – Not Used
3. The regional lots for this framework are outlined below:
  - Lot number 2 - **North** (North West and Yorkshire & North East)
  - Lot number 3 - **Midlands and East**
  - Lot number 4 – **South** (South West and South East)
4. The table below demonstrates the how the Client's operational areas and the roads managed link into the lots. Please note this list is not exhaustive and is used for illustrative purposes only.

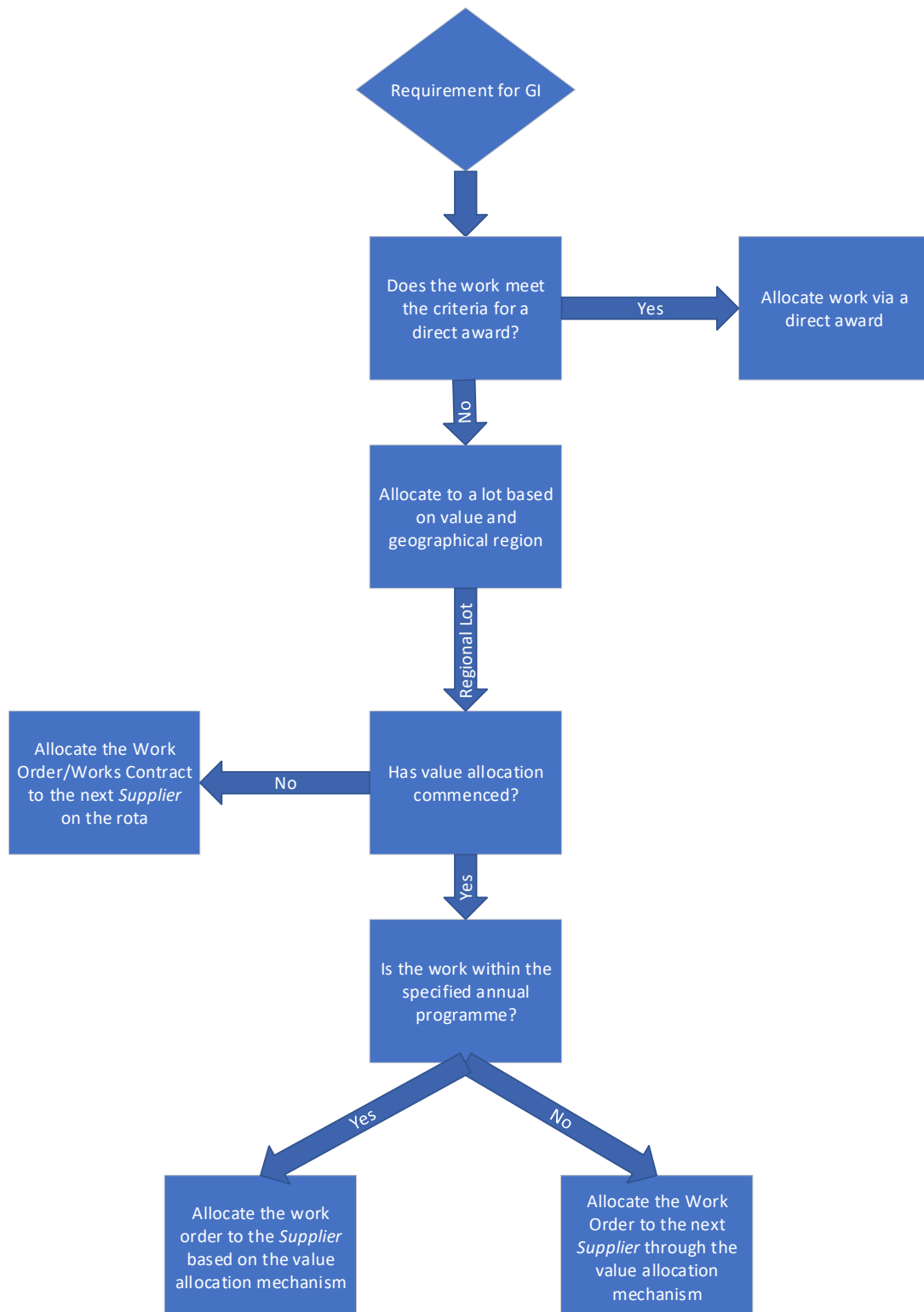
<b>Client Region</b>	<b>Operational area and Counties covered</b>	<b>Roads managed</b>
<b>Lot 2 - North</b>	<b>Area 10</b> <a href="#">Cheshire</a> , <a href="#">Merseyside</a> , <a href="#">Greater Manchester</a> , <a href="#">Lancashire</a>	M6 (junction 15 to just north of junction 30). M53. M56. M57. M58. M60. M61. M62 (A5058 to junction 23). M66. M67. M602. A55 (junction 36A to M53 junction 12). A56 (M66 to M65). A483 (Welsh border to A55). A494 (A550 to M56). A550 (Welsh border to M53 junction 5). A556 (M6 junction 19 to M56 junction 7). A627(M), A663 (A627(M) to A6104) and A5036 (A565 to M57).
	<b>Area 12</b> <a href="#">Yorkshire</a> , <a href="#">Lincolnshire</a> , <a href="#">Derbyshire</a> ,	A1M - M1, M18, M62, M180, M181, M606, M621, A1, A19, A57, A61, A63, A64, A160, A168, A180, A616, A628, A1033. A631 lower deck of Tinsley viaduct at M1 junction 34
	<b>Area 13</b> <a href="#">Cumbria</a> , <a href="#">Lancashire</a>	A74 - M6, M55, A66, A69, A74(M), A585, A590, A595.
	<b>Area 14</b> <a href="#">Durham</a> , <a href="#">Northumberland</a> , <a href="#">North Yorkshire</a> , <a href="#">Tyne and Wear</a>	A1(M)/A1, A19, A184, A194(M), A66(M)/A66, A1033 and the A696.
<b>Lot 3 – East and Midlands</b>	<b>Area 6</b> <a href="#">Cambridgeshire</a> , <a href="#">Essex</a> , <a href="#">Norfolk</a> , <a href="#">Suffolk</a>	M11 junction 6 to 9. A1 between A1(M) and Stamford A11 between A14 and A47. A12(S) between M25 junction 28 and Ipswich. A12(N) between Great Yarmouth and Lowestoft. A14 between A142/Exning junction (junction 37) and Felixstowe. A47 between Peterborough and Great Yarmouth. A120(W) Stansted (M11) to Marks Tey (A12). A120(E) Colchester to Harwich.
	<b>Area 7</b> <a href="#">Derbyshire</a> , <a href="#">Leicestershire</a> , <a href="#">Rutland</a> , <a href="#">Lincolnshire</a> , <a href="#">Nottinghamshire</a> , <a href="#">Northamptonshire</a>	Leicestershire, Rutland, Lincolnshire, Nottinghamshire, Northamptonshire. Location to include M1 from junction 30 to south of junction 15. M6 junction 1 to M1 junction 19 M45. M69 between junction 1 and M1.

		<p>A1 Blyth in Nottinghamshire to Stamford in Lincolnshire.</p> <p>A5 between Atherstone and Old Stratford, Milton Keynes.</p> <p>A6 Alvaston bypass.</p> <p>A14 between Thrapston and the M1 junction 19.</p> <p>A38 between Burnaston and the M1 junction 28.</p> <p>A42 from the M1 to the M42</p> <p>A43 between the M40 junction 10 and M1 junction 15a.</p> <p>A45 between Thrapston and the M1 junction 15.</p> <p>A46 between Lincoln and M1 junction 21a. A50 junction 1 to M1 junction 24A — Please see the A50/A564 Stoke to Derby Link scheme page for more information.</p> <p>A52 between the A1 at Barrowby and Spondon, Derby.</p> <p>A453 between Nottingham and M1 junction 23A.</p> <p>A5111 from the A52 at Spondon to the A6 Alvaston bypass</p> <p>A516 to A38. A50 from Junction 1 to M1 Junction 24</p>
	<p><b>Area 8</b></p> <p><a href="#">Bedfordshire</a>, <a href="#">Buckinghamshire</a>, <a href="#">Cambridgeshire</a>, <a href="#">Hertfordshire</a>, <a href="#">Essex</a>,</p>	<p>M1 from junction 6A, St Albans, Hertfordshire to Milton Keynes/Northamptonshire border north of junction 14, including junction 10 to 10a, Luton.</p> <p>M11 from junction 9, Stump Cross, Essex to Junction 14, Girton Interchange, Cambridgeshire.</p> <p>A1(M) from junction 6, Welwyn, Hertfordshire to junction 10, Radwell, Bedfordshire.</p> <p>A14 from Thrapston (junction 13), Northamptonshire to A14 Newmarket (junction 37), Suffolk including a 2 mile spur between Alconbury and Huntingdon.</p> <p>A11 from M11 junction 9, Stumps Cross, to A14 Newmarket (junction 36).</p> <p>A1 from A1(M) junction 10 to A1(M) junction 14 Alconbury</p> <p>A421 from M1 junction 13, Bedfordshire to A1 Black Cat Roundabout, Roxton, Bedfordshire.</p> <p>A428 from the A1 Wyboston Interchange, Bedfordshire to A14/M11 junction 14 Girton Interchange, Cambridgeshire.</p> <p>A5 from M1 junction 9, Flamstead, Hertfordshire to A508 Old Stratford roundabout, Milton Keynes</p> <p>A414 from the M1 junction 8 to A405 at St. Albans.</p> <p>A414 from the M1 junction 8 to A405 at St. Albans to A5183 junction</p>
	<p><b>Area 9</b></p> <p><a href="#">Gloucestershire</a>, <a href="#">Shropshire</a>, <a href="#">Staffordshire</a>, <a href="#">Warwickshire</a>, <a href="#">West Midlands</a>, <a href="#">Worcester</a>, <a href="#">Herefordshire</a></p>	<p>A40 Herefordshire. A49 Herefordshire and Shropshire.</p> <p>A5 Warwickshire to Shrewsbury. A458 Shrewsbury. A483 Shrewsbury.</p> <p>M54 junction 1 to 7.</p> <p>M50 junction 4 to 8.</p> <p>M5 junction 1 to 9.</p>

		<p>M6 junction 1 to 16.</p> <p>A46 (from M5 junction 9 to M6 junction 2).</p> <p>M40 junction 13 to M42 junction 3A.</p> <p>A500 Staffordshire. A38 Staffordshire.</p> <p>A45 Rugby to Coventry.</p> <p>M69 (from A46 Walsgrave on Sowe to A5 Hinckley).</p> <p>A50 DBFO. M6 Toll.</p> <p>A449T between M50 junction 4 and A40;</p> <p>A40T between A449T and Welsh Border (290m West);</p> <p>A46 between M5 junction 9 and M40 junction 15;</p> <p>M5 between junction 9 and M6 junction 8;</p> <p>M42 between M5 junction 4A to junction 11 (A42);</p> <p>M40 between M42 junction 3A to junction 15;</p> <p>M6 between junctions 1 and 16.</p> <p>A458 between A5 (Churncote) and Welsh Border (Middletown);</p> <p>A483 between A5 (Mile End) and Welsh Border (Llanymynech);</p> <p>A49 between A5 (Shrewsbury) and A40 (Ross-on-Wye);</p> <p>A45 between M42 junction 6 and A452 (Stonebridge Island);</p> <p>A45 between A46 (Festival Island) and the M45;</p> <p>A46 between M6 junction 2 and M40 junction 15;</p> <p>A446 from Stonebridge island to M6 J4;</p> <p>A5 between A449 Gailey to B4111 (Mancetter Island);</p> <p>A449 between N54 junction 2 to A5 Gailey;</p> <p>A4123 between A4034/A4123 island and M5 J2;</p> <p>M69 between junction 1 and M6 junction 2; A50 between A521 (including Meir Interchange and Meir Tunnel) to A500;</p> <p>A500 between 15 and 16;</p> <p>A5148 between A5 Wall island and A38 Swinfen island;</p> <p>A4097 between Dunton Island M6 Toll slip road.</p> <p>A38M slip roads at M6 J6;</p> <p>A423 from A45 to Peugeot Talbot Island;</p> <p>A5127 slips roads at M6 J6.</p>
<b>Lot 4 - South</b>	Area 1 <a href="#">Cornwall</a> , <a href="#">Devon</a>	<p>A30 and the A38 all purpose trunk roads to the west of M5 junction 31 and the A30 from the M5 junction 29 to the eastern end of the Honiton bypass and the A35 Honiton to Bere Regis.</p>
	Area 2 <a href="#">Bristol</a> , <a href="#">Devon</a> , <a href="#">Dorset</a> , <a href="#">Gloucestershire</a> , <a href="#">Somerset</a> , <a href="#">Wiltshire</a>	<p>M4 (junction 15 to Second Severn Crossing).</p> <p>M5 (junction 9 to 31).</p> <p>M32 (M4 junction 19 to 3).</p> <p>M48 (M4 junction 21 to J2).</p>

		<p>M49 (M5 junction 18a to M4 junction 22).</p> <p>A30/A303 (Honiton to Wilts/Hants boundary near A338 junction). A4 Avonmouth Relief Road.</p> <p>A4 from London Road roundabout to junction of A363 (Bathford east of Bath).</p> <p>A36 (Bath at Bathampton to M27 junction 2).</p> <p>A40 from M5 junction 11 Westwards to Gloucestershire and Hereford-shire boundary near Ross on Wye.</p> <p>A46 (M4 junction 18 to A4 east of Bath).</p> <p>A417-M5 Junction 11A (start of Brockworth Bypass) to the junction of the A40 and A38 Zoons Court Roundabout</p>
	<p>Area 3</p> <p><a href="#">Berkshire</a>, <a href="#">Buckinghamshire</a>, <a href="#">Dorset</a>, <a href="#">Hampshire</a>, <a href="#">Surrey</a>, <a href="#">Oxfordshire</a></p>	<p>M27, M271 (Total length). M275 (From A27/M27 to Tipner Lane Bridge).</p> <p>A27 (A27 from Hilsea to the A259 Warblington).</p> <p>A31 (From Bere Regis to J1 M27 Cadnam).</p> <p>M3 (From J2 Thorpe to J14 Chilworth).</p> <p>A3, A3 (M) (From Ockham to Horndean).</p> <p>A303 (From M3 J8 to A338 Parkhouse Cross)</p> <p>M4 (From J5 Slough to J15 Swindon).</p> <p>A404 (From A404(M) J9b to M40 Handy Cross).</p> <p>A404(M) (Total length)</p> <p>A34 (From M3 J9 to M40 J9 Wendlebury)</p> <p>A308M (Total length)</p> <p>M25 at Ockham I/C (Surrey) South to its junction with the A3(M).</p>
	<p>Area 4</p> <p><a href="#">Kent</a>, <a href="#">Surrey</a>, <a href="#">East Sussex</a>, <a href="#">West Sussex</a></p>	<p>M23 from M25 junction.</p> <p>A23 Sussex. A27 East and West Sussex.</p> <p>A26. A2 A259.</p> <p>A21 Sussex and Kent from M25 junction.</p> <p>M20. M2. A2. A20. A249. A2070. A259.</p> <p>M25 and A282 at Dartford and start M2 Junction 1 M23 between A25 overbridge and M23 Junction 11</p>
	Area 5	M25

**Annex D – Flow chart for allocating work to a Supplier\***



\*This flow chart is a visual representation of section 4 and is for illustrative purposes only.



## Annex E – Contract level performance indicators

The standard benchmark and contractual requirement is a score of 6.

Contract Metric	Scoring Guidance	Score	Assessed Score
<b>Health and Safety Management</b>  <b>Construction Phase Plan (CPP) &amp; Risk Assessments and Method Statements (RAMS)</b> Fully developed and approved CPP with RAMS adapted for the project submitted for approval in a timely manner. <b>Welfare</b> Welfare provisions adequate and in accordance with best industry standards and CPP including human health and wellbeing <b>Safety Management - Audits &amp; Reporting</b> Monitoring/auditing undertaken to confirm health & safety management is implemented and compliant with CPP & all site specific RAMS observations, near miss and incident reporting through company system and Airsweb.	No data or performance is unacceptable such that it calls into question the <i>Supplier's</i> capability, to the extent that the concern has been escalated to <i>Client's</i> framework board	0	
	Performance is unacceptable such that significant intervention is required, to the extent that it has been escalated to <i>Client's</i> framework board	2	
	Tasks are not completed in set out time frames or health checks (i.e. inspections and audits) are late. Performance is unacceptable to the extent that the <i>Client</i> seeks improvement	4	
	Tasks mapped out are achieved as set out in CPP and programme on time and contractual health checks are completed in time.	6	
	<i>Supplier</i> has completed task mapped out in business and/or project plan ahead of schedule, health checks are ahead of time or above contractual requirement.	8	
	<i>Supplier</i> can evidence that best practice identified and accepted within the definition of the 8 scoring criteria has been either (i) deployed on a contract delivered by another <i>Supplier</i> or (ii) led to the <i>Client's</i> processes being changed and improved.	10	

Metric	Scoring Guidance	Score	Assessed Score
<b>Customers including Quality</b>  <b>Disruption</b> Disruption to client, public and all stakeholders is minimal in delivering investigation in accordance with agreed delivery plan and Programme. <b>Reinstatement</b> Reinstatement is timely, adequate and in accordance with the agreed specification for the project and considerate of the local environment. <b>Competency</b> All field staff and operatives hold all necessary qualifications commensurate to their responsibilities, role and duties of the particular site. Minimum requirement - construction skills certification scheme card, British Drilling Association or equivalent audit, passport to the network etc. <b>Data Management</b> Records and logs labelled correctly and contain required information compliant with specification. Checked before issue. Draft reports and data provided attract only minor comments.	No data or performance is unacceptable such that it calls into question the <i>Supplier's</i> capability, to the extent that the concern has been escalated to the <i>Clients</i> senior management and <i>Supplier</i> senior management.	0	
	Performance is unacceptable such that significant intervention is required, to the extent that it has been escalated to the <i>Client's</i> senior management.	2	
	Tasks are not completed in set out time frames or audits are late. Performance is unacceptable to the extent that the <i>Client</i> seeks improvement	4	
	Key information delivered on time within the period. It is accepted as right first time or requires only minor unavoidable iteration. Service levels and products meet the required standard.	6	
	<i>Supplier</i> can provide evidence of work performed relating to quality management which has been accepted as notable best practice by the <i>Client</i> .	8	
	<i>Supplier</i> can evidence that best practice identified and accepted within the definition of the 8 scoring criteria has been either (i) deployed on a contract delivered by another	10	

	<i>Supplier</i> or (ii) led to the <i>Client's</i> processes being changed and improved.		
Metric	Scoring Guidance	Score	Assessed Score
<b>Sustainability / Environment</b>  <b>Pollution</b> Hazardous substances with potential for environmental harm are not used in the investigation. Spill kits and emergency procedures in place for environmental incident/accident <b>Location Awareness</b> All field teams to be appreciative of the local environment; access routes, landowners/tenants, speed limits, local site constraints and conditions etc. <b>Environmental Protection</b> Preparedness for encountering contamination, controlling contamination and minimising environmental and geological risk	No data or performance is unacceptable such that it calls into question the <i>Supplier's</i> capability, to the extent that the concern has been escalated to the <i>Clients</i> senior management and <i>Supplier</i> senior management.	0	
	Performance is unacceptable such that significant intervention is required, to the extent that it has been escalated to the <i>Client's</i> senior management.	2	
	Tasks are not completed in set out time frames or audits are late. Performance is unacceptable to the extent that the <i>Client</i> seeks improvement	4	
	Basic good practice is gathered and analysed to identify opportunities and an intelligence based plan is in place which is being fully implemented.	6	
	Good environmental intelligence gathered and used to develop environmental method statements or environmental actions plans (if required). The method statements are in place and being implemented and can show the difference being made.	8	

	Robust environmental intelligence gathered and used to develop environmental method statements or environmental actions plans (if required). The method statements are in place and being implemented. Evidence provided that the tangible benefit/ difference made has led to a case study and good practice being shared widely.	10	
Metric	Scoring Guidance	Score	Assessed Score
<b>Time Cost &amp; Value</b>  <b>Early contractor involvement</b> Preconstruction meeting: effective communication between the <i>Client</i> , Investigation Supervisor & <i>Supplier</i> prior to design of the ground investigation to ensure suitability of scope, specification, plant, resource allocation and programme <b>Collaboration</b> Staff work collaboratively to deliver investigation identifying improvements proactively ahead of and during fieldwork <b>Programme</b> Agreed realistic workable investigation and project deliverable programme provided ahead of work commencing and adhered to. Where slippage occurs, all necessary corrective action discussed and agreed as early as possible	No data or performance is unacceptable such that it calls into question the <i>Supplier's</i> capability, to the extent that the concern has been escalated to the <i>Clients</i> senior management and <i>Supplier</i> senior management.	0	
	Performance is unacceptable such that significant intervention is required, to the extent that it has been escalated to the <i>Client's</i> senior management.	2	
	Tasks are not completed in set out time frames or checks/audits are late. Performance is unacceptable to the extent that the <i>Client</i> seeks improvement	4	
	No early contractor involvement or the full integrated project team have been inducted into the collaborative approach and are included in the scope of behavioural maturity assessment. Improvement plan actions are progressed in line with planned dates.	6	
	<i>Supplier</i> has completed task mapped out in business and/or project plan ahead of schedule, checks are ahead of time or above contractual requirement.	8	

	Programmes are updated when requested by the <i>Client</i> . Deliverables delivered late affecting project delivery	10	
Metric	Scoring Guidance	Score	Assessed Score
<b>Equality, Diversity and Inclusion</b> Demonstrate an effective inclusion action plan (IAP) is in place to meet the requirements of the public sector equality duty and support the <i>Client</i> in embedding equality, diversity and inclusion in all areas of its business.	No evidence of intelligence gathered or IAP in place.	0	
	Limited evidence of intelligence gathered to identify opportunities to improve, but IAP and actions being prepared with implementation date provided.	2	
	Evidence of IAP is in place but only partially implemented -intelligence not being used to identify improvement opportunities, but actions are in place to address this -actions outstanding beyond target date -no evidence of action review or limited actions being carried out	4	
	Fully implemented and formally monitored evidence based IAP in place Intelligence is being analysed to identify opportunities - plan is linked to priorities for action - demonstrable activity shows progress against expected timescales with IAP outcomes being noted	6	
	In addition to the criteria for a score of 6 above; - evidence that ongoing actions arising from the IAP are driving change and making a difference (confirmed by <i>Client</i> )	8	

	In addition to the criteria for a score of 8 above; - Evidence showing the difference made has led to legacy or the development of a case study and/or good practice being shared widely with peers and down the supply chain (confirmed by the <i>Client</i> )	10	
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## Annex F – CPF guidance

The scoring mechanism ranges from 0-10 and is in increments of 2, therefore the scores permitted within the toolkit are 0,2,4,6,8,10 & N/A. The standard benchmark and contractual requirement is a score of 6. The *Supplier* undertakes an evidence-based self-assessment of their performance for each metric, taking into account the scope methodology, scoring guidance and any additional guidelines (where specified). The *Supplier* provides evidence as part of their performance review for CPF.

Project bank accounts are measured at *Supplier* level only. Where measurement of the metric does not apply, the *Supplier* follows the process detailed on the supply chain portal (see Annex A).

Score of 0	Score of 2	Score of 4	Score of 6	Score of 8 or 10
Generally for non-submission or no evidence provided for a metric. This can also demonstrate that at least one aspect is unacceptable that significant improvement is required by the <i>Supplier</i> which will require a response from the <i>Supplier's</i> senior director.	Demonstrates that at least one aspect is unacceptable to the extent that significant improvement is required, including a response from the <i>Supplier's</i> project director.	Demonstrates that at least one aspect is unacceptable and requires a response from the <i>Supplier's</i> project team	This is the standard expectation and demonstrates that the <i>Supplier</i> is performing within contractual requirements.	As a general rule scores of 8 or 10 on the qualitative type metrics are achieved by demonstrating adding value, continuous improvement and collaborative working to a level which is above and beyond contractual requirements, sometimes leading to a tangible benefit or a change in <i>Client</i> processes or procedures.

The table below is an example of how the contract level indicators for performance could be mapped to CPF.

GI Contract level indicators	CPF Equivalent Metric	Notes	Score Suggestion (for guidance only)
<b>ECI:</b>  Preconstruct meeting: effective communication between the <i>Client</i> , Investigation Supervisor and <i>Supplier</i> prior to design of GI to ensure suitability of scope, specification, plan, resource allocation and programme.	Customer		Score of 6 (i.e. contractual requirement): <ul style="list-style-type: none"> <li>• Plan in place prior to the Time Charge Order commencement.</li> <li>• Specific to Time Charge Order.</li> </ul>
<b>Location Awareness:</b>  All field teams to be appreciative of local environment, access routes, landowners/tenants, speed limits, local site constraints and conditions etc.	Customer	Example: stakeholder engagement activities carried out prior to commencement of works.	Score of 6 (i.e. contractual requirement): <ul style="list-style-type: none"> <li>• Evidence of engagement with landowners/tenants etc (where applicable).</li> </ul> Score of 8/10: <ul style="list-style-type: none"> <li>• Evidence of added-value/tangible benefit, e.g. workshop.</li> <li>• Evidence of collating feedback and adjusting work plan accordingly.</li> </ul>
<b>Disruption:</b>  Disruption to client, public and all stakeholders is minimal in delivery of investigation in accordance with agreed delivery plan and programme.	Delivery		Score of 6 (i.e. contractual requirement): <ul style="list-style-type: none"> <li>• Minor delay or minor rework required.</li> </ul> Score of 0, 2 or 4: <ul style="list-style-type: none"> <li>• Where plan not in place.</li> <li>• Major delay or major rework required - negative impact on Package Contract.</li> </ul>



<b>Reinstatement:</b>  Timely, adequate and in accordance with agreed specification for the work order and considerate of local environment.	Delivery		Score of 6 (i.e. contractual requirement): • Minor delay or minor rework required.  Score of 0, 2 or 4: • Major delay or major rework required - negative impact on the Package Contract.
<b>Data Management:</b>  Records/logs labelled correctly and contain required information compliant with specification. Checked before issue. Draft reports and data provided attract only minor comments.	Delivery		Score of 6 (i.e. contractual requirement): • Records/logs labelled correctly and contain required information. • Draft reports and data provided require minor rework.  • Records/logs labelled incorrectly and do not contain required information. • Draft reports and data provided delayed and require major rework.
<b>Collaboration:</b>  Staff work collaboratively to deliver investigation identifying improvements proactively ahead of and during fieldwork.	Delivery	Not mandatory	Score of 8 or 10: • Where best/good practice identified and implemented. • Evidence of continuous improvement.
<b>Programme:</b>  Agreed realistic workable investigation and project deliverable programme provided ahead of work commencing and adhered to. Where slippage occurs, all necessary corrective action discussed and agreed as early as possible.	Delivery		Score of 6 (i.e. contractual requirement): • Plan in place prior to project commencement. • Key information carried out on time.  Score of 0, 2 or 4: • No plan in place.

			<ul style="list-style-type: none"> <li>• Major delay of key information during reporting period.</li> </ul>
<b>CPP and RAMS:</b> Fully developed and approved CPP with RAMS adapted for the project submitted for approval in a timely manner.	Health and Safety		Score of 6 (i.e. contractual requirement): <ul style="list-style-type: none"> <li>• In place prior to the Package Contract commencement.</li> <li>• Specific to the Package Contract.</li> </ul>
<b>Welfare:</b> Provisions adequate and in accordance with best industry standard and CPP including human health and wellbeing.	Health and Safety		Score of 6 (i.e. contractual requirement): <ul style="list-style-type: none"> <li>• Welfare plan in place and in accordance with industry standard.</li> </ul> Score of 8/10: <ul style="list-style-type: none"> <li>• Demonstrate added-value/tangible benefit above contractual requirement.</li> </ul>
<b>Safety Management (i.e. Audit and Report):</b> Audit/monitoring undertaken to confirm health and safety management is implemented and compliant with CPP and all site specific RAMS.  Observations, near miss and incident reporting through business system and Airsweb.	Health and Safety	Only applicable where project is $\geq 6$ months	Score of 0, 2 or 4: report of accidents (i.e. RIDDOR)

<p><b>Competency:</b> All field staff and operatives hold necessary qualifications commensurate to their role and responsibilities of the particular site.</p> <p>Minimum requirement: <i>Client</i> health and safety passport, Construction Skills Certification Scheme (CSCS) Card, British Drilling Association or equivalent audit etc.</p>	Health and Safety		<p>Score of 6 (i.e. contractual requirement):</p> <ul style="list-style-type: none"> <li>• Evidence of <i>Client</i> health and safety passport, CSCS Card etc.</li> </ul> <p>Score of 0, 2 or 4:</p> <ul style="list-style-type: none"> <li>• Failure to demonstrate evidence of <i>Client</i> health and safety passport, CSCS Card etc.</li> </ul>
<p><b>Pollution:</b></p> <p>Hazardous substances with potential for environmental harm are not used in the investigation. Spill kits and emergency procedures in place for accident/incident.</p>	Not applicable		Not applicable
<p><b>Environmental Protection:</b></p> <p>Preparedness for encountering and controlling contamination and minimising environmental and geological risk.</p>	Not applicable		Not applicable
<b>EDI</b>	Not applicable		Not applicable

## Annex G - Example of the value allocation mechanism for regional lots

The process below demonstrates how value allocation will work for the three regional lots from year 2 of the framework onwards if a forward programme is available.

1. For year 2 the successful framework suppliers are ranked in order of their combined tender score (quality and price).
2. For years 3 and 4 the framework suppliers are ranked in order of their combined tender score and the mean performance score:

Highest scoring <i>Supplier</i>	Supplier A
Second highest scoring <i>Supplier</i>	Supplier B
Third highest scoring <i>Supplier</i>	Supplier C

3. A forward programme becomes available (demonstrated in Table 2), and is ordered numerically beginning with the highest value and ending with the lowest (demonstrated in Table 3).

Table 2 - programme	
Work Order	Value*
A	£50,000
B	£125,000
C	£10,000
D	£74,000
E	£550,000
F	£12,500
G	£37,000
H	£160,000
I	£220,000
J	£93,000

Table 3 – programme listed by Value	
Work order	Value*
E	£550,000
I	£220,000
H	£160,000
B	£125,000
J	£93,000
D	£74,000
A	£50,000
G	£37,000
F	£12,500
C	£10,000

\*Please note these values are for illustrative purposes only and do not reflect any actual Work Orders which may be allocated through the framework contract.

4. The work is then allocated as demonstrated in Table 4.
5. If a new piece of work arises throughout the year which was not specified in the programme, the Package Contract will be allocated to the bottom of the list and allocated to the next *Supplier* regardless of value. This is demonstrated in Table 5. If

a *Supplier* is excluded under section 4.2 the Package Contract will be added to the bottom of the list in the same way as if it were a new Scheme.

Table 4 – allocation to <i>Suppliers</i>		
Work Order	Value*	Work Order allocated to
E	£550,000	Supplier A
I	£220,000	Supplier B
H	£160,000	Supplier C
B	£125,000	Supplier A
J	£93,000	Supplier B
D	£74,000	Supplier C
A	£50,000	Supplier A
G	£37,000	Supplier B
F	£12,500	Supplier C
C	£10,000	Supplier A

Table 5 – additional work allocation		
Work Order	Value*	Work Order allocated to
E	£550,000	Supplier A
I	£220,000	Supplier B
H	£160,000	Supplier C
B	£125,000	Supplier A
J	£93,000	Supplier B
D	£74,000	Supplier C
A	£50,000	Supplier A
G	£37,000	Supplier B
F	£12,500	Supplier C
C	£10,000	Supplier A
K	£55,000	Supplier B

**Annex H - Calculation for value allocation ranking using performance for regional lots**

1. Annually from Year 3 onwards, once performance data is available for all suppliers on the lot, the supplier ranking is determined by combining the tender scores with the mean performance scores. This is demonstrated in the tables below.
2. The mean performance score is calculated by taking the total performance score for given at the end of each Work Order and dividing it by the number of completed Work Orders.

<b>Supplier</b>	<b>performance scores</b>			<b>sum of all performance scores</b>	<b>mean performance score</b>
	<b>Work Order 1</b>	<b>Work Order 2</b>	<b>Work Order 3</b>		
A	4	6	6	16	5.33
B	6	8	10	24	8
C	6	6	-	12	6

3. The mean performance score is then combined with the total combined tender score at a ratio of 60:40 (performance: total combined tender score) to give a value allocation score. This is calculated by taking the score divided by the maximum score available, times the weighting and times 100. For example, a mean performance score of 8 will be calculated as:  $(8/10) \times .60 \times 100 = 48$ . The value allocation score is rounded to two decimal points.

<b>Supplier</b>	<b>mean performance score (ratio of 60%)</b>	<b>total overall tender score</b>	<b>total overall tender score (ratio of 40%)</b>	<b>value allocation score</b>	<b>ranking for value allocation</b>
A	31.98	76.55	30.62	62.6	2
B	48	74.9	29.96	77.96	1
C	36	68.22	27.29	63.29	3

4. In this example, *Supplier B* would then become the highest scoring supplier for that year with *Supplier A* being the second highest scoring *Supplier*. *Supplier C* is the third highest scoring *Supplier*.
5. The programme of work for the year is allocated as per the value allocation mechanism in Annex G using these rankings.

**Annex I - Assessment of submissions for secondary competition**

<b><u>Branding</u></b>	<b><u>Mark</u></b>	<b><u>Description</u></b>
<u>No Response</u>	<u>0</u>	This will score a zero.
Unsatisfactory	<u>1</u>	<p>An unsatisfactory score is</p> <ul style="list-style-type: none"> <li>a) the methodology lacks basic explanatory detail or there is little or no supporting evidence provided,</li> <li>b) the resource (capacity and capability) provided is deemed unsatisfactory to provide the works or</li> <li>c) the programme does not consider the sectional competition dates provided</li> </ul> <p>Overall the response provides the <i>Contracting Body</i> with unsatisfactory confidence that the Package Contract requirement will be achieved.</p>
<u>Weak</u>	<u>3</u>	<p>A weak score is</p> <ul style="list-style-type: none"> <li>a) the response is supported by methodology linked to the contract requirement, which includes defined procedures, resources and systems, which is supported by evidence,</li> <li>b) the response provides resources which meet the minimal requirements to undertake the work but have limited capacity or</li> <li>c) the programme considers required sectional competition dates and where possible meets the required programme.</li> </ul> <p>Overall the response provides the <i>Contracting Body</i> with weak confidence that the Package Contract requirement will be achieved</p>
<u>Good</u>	<u>6</u>	<p>A good score is</p> <ul style="list-style-type: none"> <li>a) the response is supported by methodology directly supporting the delivery of the contract requirement, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only,</li> <li>b) the response provides good level of resource and required capacity or</li> <li>c) programme meets required sectional competition dates</li> </ul> <p>Overall, the response provides the <i>Contracting Body</i> with good confidence that the Package Contract requirement will be achieved.</p>
<u>Very Good</u>	<u>9</u>	A very good score is

		<p>a) the response meets the standard for good,</p> <p>b) the methodology is fully detailed; and demonstrates a very good likelihood of successful implementation or</p> <p>c) the resource provided has clear tailored experience</p> <p>Overall the response provides the <i>Contracting Body</i> with very good confidence that the contract requirement will be achieved.</p>
<u>Excellent</u>	<u>10</u>	<p>An excellent score is</p> <p>a) meets the standard for very good or</p> <p>b) demonstrates they will create an environment of continuous improvement.</p> <p>Overall the response provides the <i>Contracting Body</i> with excellent confidence that the contract requirement will be achieved.</p>



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**Annex J – Collaboration Agreement**

DATED

20

**HIGHWAYS ENGLAND COMPANY LIMITED**

**and**

**[THIRD PARTY WISHING TO USE THE GROUND INVESTIGATION FRAMEWORK  
AGREEMENT]**

**COLLABORATION AGREEMENT**

in relation to Highways England's  
Ground Investigation Framework Agreement dated [date]

---

## DATED

## PARTIES

- 1 **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363)  
whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford,  
Surrey GU1 4LZ (the “**Employer**”)
- 2 [●] whose [registered office] [principal place of business] is at [●] (the “**Third Party**”)

## INTRODUCTION

- A The Employer has entered into a Ground Investigation Framework Agreement with certain Suppliers pursuant to an advertisement in the Official Journal of the European Union reference [OJEU reference].
- B The Framework Agreement has been enabled by Highways England for use by third parties including the Third Party.
- C. The Third Party wishes to enter into a Work Order with one of the Suppliers on the Framework Agreement and to select that Supplier by running a Secondary Competition in accordance with the Framework Agreement and the Framework Information.
- D. The Employer is willing for the Third Party to enter into a Work Order with the Supplier subject to and in accordance with the terms of this agreement.

## AGREED AS FOLLOWS

### 1 Definitions and interpretation

- 1.1 In this Agreement the following words and expressions have the following meanings:

<i>Framework Agreement</i>	the Framework Agreement between the Employer and each of the Suppliers listed in Schedule 1;
<i>Framework Information</i>	the Framework Information appertaining to the Framework Agreement;

- 
- |                              |   |
|------------------------------|---|
| <i>Secondary Competition</i> | A secondary competition held by the Third Party to select a Supplier to carry out the Work Order  |
| <i>Suppliers</i>             | the parties to the Framework Agreement able to supply services to the Employer and the Third Party named in Schedule 1;   |
| <i>Work Order</i>            | an order or instruction issued by the Third Party to the Supplier which is successful in the Secondary Competition in order to call off work under the Framework Agreement in accordance with clause 2.1; and |
| <i>Term</i>                  | the period from the <i>starting date</i> (or, if later, the date of this Agreement) until the <i>end date</i> or earlier termination of this Agreement.   |
- 1.2 Other terms used with initial capitals or in italics in this Agreement have the meaning given to them in the Framework Agreement.
- 1.3 The rules of interpretation set out in Condition 12 of the *conditions of contract* for the NEC4 Engineering and Construction Short Contract (June 2017 with amendments January 2019) apply equally (so far as relevant) to this agreement.
- 1.4 The Employer and the Third Party shall act as stated in this Agreement and in a spirit of mutual trust and co-operation.
- 2 **Right of Third Party to run the Secondary Competition and issue a Work Order**
- 2.1 Subject to clauses 3.1 and 5.2 the Third Party may from time to time during the Term
- 2.1.1 invite responses to the Secondary Competition from Suppliers in respect of the Work Order,
- 2.1.2 enter into a Work Order with the Supplier that wins that Secondary Competition; and
- 2.1.3 issue Time Charge Orders to the Supplier to which a Work Order is issued

in each case pursuant to and in accordance with the terms of the Framework Information.

- 2.2 The Third Party will provide the Employer with a copy of any Work Order or Time Charge Order issued by it under clause 2.1.

### **3 Right to countermand Work Orders**

- 3.1 The Employer may, not later than 14 days after the issue by the Third Party of a Work Order, instruct the relevant Supplier (with a copy to the Third Party) not to carry out the work under that Work Order where compliance by the Supplier with the Work Order would

3.1.1 adversely affect the Supplier's ability to comply with the terms of any Work Order already awarded by the Employer to the Supplier under the Framework Agreement or

3.1.2 give rise to an actual or perceived conflict of interest.

- 3.2 The Employer does not otherwise issue instructions to the Third Party or the Supplier in respect of a Task Order issued by the Third Party pursuant to this agreement.

### **4 Obligations pursuant to Work Orders**

- 4.1 The Third Party undertakes to the Employer that it will pay the Supplier in accordance with the Framework Agreement for all work done pursuant to the Work Order.

- 4.2 The Third Party acknowledges to the Employer that it has no remedy against the Employer in respect of non-performance by the Supplier of the Supplier's obligations under any Work Order.

- 4.3 The Employer may not require the Third Party to set off sums due from the Supplier to the Employer against sums due from the Third Party to the Supplier.

### **5 Termination by the Third Party**

- 5.1 The Third Party may terminate this Agreement at any time by notifying the Employer. Following such termination the Third Party may not award any further Work Orders or Time Charge Orders under the Framework Agreement.

- 5.2 If the Employer notifies the Third Party of the termination of the Framework Agreement the Third Party may not thereafter issue any further Work Orders or Time Charge Orders under the Framework Agreement (but any Work Orders or Time Charge Orders previously issued by the Third Party remain in effect unless terminated in accordance with their terms).

## 6 **Other provisions**

- 6.1 The Employer and the Third Party consult with each other before allowing the Supplier to publicise any matters relating to a Work Order or a Time Charge Order.
- 6.2 For the purposes of Condition [insert Z clause number when framework Z clauses are finalised] of the *additional conditions of contract* for the Framework Agreement, the average number of Quality Management Points per Work Order accrued by a Supplier in respect of Work Orders issued by the Third Party are aggregated with such Quality Management Points issued by the Employer under the Work Orders issued by the Employer under the Framework Agreement.
- 6.3 As between the Employer and the Third Party, all Intellectual Property Rights in documents created by or on behalf of the Third Party or the Supplier in connection with a Work Order are the property of the Third Party.
- 6.4 If the Employer transfers the benefit and burden of the Framework Agreement to another person (other than the Third Party) pursuant to Condition [insert Z clause number when framework Z clauses are finalised] of the *additional conditions of contract* for the Framework Agreement, the Third Party on request by the Employer executes a novation agreement (in such form as the Employer may reasonably require) transferring the benefit and burden of this agreement to the same person.

## 7 **Costs**

Each of the parties bears its own costs and expenses incurred in the preparation and execution of this agreement.

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8      **Disputes**

The provisions of Condition 93 of the *conditions of contract* for the NEC4 Engineering and Construction Short Contract (June 2017 with amendments January 2019) apply to any dispute arising under or in connection with this Agreement.

9      **Rights of Third Parties**

Neither this Agreement nor any term of it is enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

Signed by the duly authorised representatives of the parties on the date of this document.

Signed for and on behalf of **HIGHWAYS**      )  
**ENGLAND COMPANY LIMITED** by:      )

Director/Authorised Signatory

Signed for and on behalf of **[THIRD**      )  
**PARTY]** by:      )

Director/Authorised Signatory

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**SCHEDULE 1**  
**Framework Agreement**

<b>Lot No</b>	<b>Date</b>	<b>Supplier</b>
[1]	[•]	[•]
[2]	[•]	[•]
[3]	[•]	[•]
[4]	[•]	[•]
[5]	[•]	[•]
[6]	[•]	[•]
[7]	[•]	[•]
[8]	[•]	[•]
[9]	[•]	[•]
[10]	[•]	[•]
[11]	[•]	[•]
[12]	[•]	[•]

## Annex K - People

### 1. Equality, Diversion and Inclusion (EDI)

1.1 The *Supplier* prepares an Inclusion Action Plan in accordance with Appendix A and submits it to the *Client* for acceptance within 12 weeks of the date of the award of the framework contract. The *Supplier* demonstrates how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the duration of the framework.

1.2 The Inclusion Action Plan names an individual from the *Supplier* to act as the EDI lead to

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

1.3 A reason for the *Client* not accepting the Inclusion Action Plan is that

- it does not demonstrate how the requirements will be passed down the supply chain,
- it does not meet or evidence how the *Supplier*
  - attracts, recruits and retains a greater diversity of new entrants to the sector,
  - ensures the working culture, practice and environment is inclusive,
  - considers and understand the diverse needs of customers and neighbouring communities,
  - holds itself and the supply chain to account in delivering the plan and
  - monitors and evidences year on year improvements, or
- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section 6.8.

1.4 Following acceptance, the *Supplier* provides the *Client* with a quarterly report of progress against the Inclusion Action Plan.

### 2. Employment and Skills

2.1 The *Supplier* ensures that the skills, resources and capabilities are in place, in its own organisation and through its supply chain, to deliver the service and performance required including



- quantifying and delivering on any new employment opportunities that will be generated during the life of the framework and outlining how the *Supplier* and its supply chain will
  - attract new people to apply, giving particular consideration to attracting under-represented groups that have not historically seen the sector as a career option and
  - recruit new people into the sector
- identifying and delivering on opportunities to develop and deploy new skills that will improve performance against the *Client's* key performance indicators and imperatives.
- identifying and delivering on opportunities to improve perceptions of careers within the Highways sector including through outreach, work placements/experience and apprenticeships to develop a new talent pool for the sector.

2.2 The *Supplier* supports, the *Client's* and others commitment to Her Majesties Government initiatives to build capability and capacity in the market when requested. This includes but is not limited to assisting the *Client* in delivering on its commitments in relation to the Transport Infrastructure Skills Strategy (TISS).

2.3 The *Supplier* assists the *Client* and others to fulfil their employment and skills requirements by providing when requested by the *Client*

- reports against National Skills Academy for Construction (NSAFC) benchmarks (see link in Annex A)
- quarterly reports on apprenticeship starts on the template provided in Annex A
- any other information requested in relation to employment, skills and EDI through the life of the framework.

## **Appendix A – Inclusion Action Plan**

### **Guidance for *Suppliers***

The *Client's* objective is to embed the principles of equality, diversity and inclusion into all areas of our business, driving real change in how we work with our customers and communities, our supply chain and our employees. We believe that in order to achieve our vision of being the world's leading road operator we must better understand and meet the different needs of our large and diverse customer base and factor these needs in to the *works*.

This requires us to work collaboratively with partners so that our workplaces are inclusive, and the strategic road network is accessible and integrated for both our users and communities living alongside the network. We therefore require our suppliers to demonstrate how they develop an iterative approach in supporting the *Client* in meeting its equality, diversity and inclusion objective through the life of the contract. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. The *Client* expects its suppliers to share the same values in terms of Equality, Diversity and Inclusion as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of Equality and Diversity, and Inclusion.

The total Action Plan does not exceed 20 pages and outlines how you ensure that EDI requirements are met within your organisation and cross your team selected to deliver this service paying particular attention to how you

- ensure the working culture, practice and environment enables everyone to perform to their full potential,
- consider the diverse needs of customers and neighbouring communities,
- hold yourselves and your supply chain to account in delivering the above,
- monitor and evidence year on year improvements and
- describe what success looks like for your organisation.

### **Action Plan Structure**

The Action Plan includes

- current position/baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/belief and sexual orientation,
- action/task – what you do to meet the requirements,
- when does this happen – when do you take the action specified above,
- person responsible – who is responsible for this action,
- resource - you may also want to consider the resources needed to act over and above the responsible officer and
- measure of success (outcome/Performance Indicators) – what does success look like? how do you know it has made a tangible difference? and the difference this activity has made.

Inclusion Action Plan							
	Inclusion objective	Baseline position – how and what did you use to you get here?	Action/ task to meet requirements	When	Person responsible	Measure of success (MoS) – what difference has this made	
1	Employment – outline the steps you will take to create a working environment and culture that enables everyone to perform to their potential						
2	Customer and communities – outline the steps you will take to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the project						
3	Governance and accountability - describe how you will hold yourselves and those in your supply chain to account in delivering the and monitoring the difference made in relation to the above						

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**Annex L – Form of Parent Company Guarantee**

**HIGHWAYS ENGLAND COMPANY LIMITED**

*as Client*

[●]

as Guarantor

**PARENT COMPANY GUARANTEE**

relating to Ground Investigation  
for work in Highways England [●]

## DATED [●]

## PARTIES

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
2. [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

## BACKGROUND

- (A) By the Contract, the *Client* has employed the *Supplier* to provide the services in relation to the *Client’s* [●] Region.
- (B) The Guarantor is the [ultimate] parent company of the *Supplier*.
- (C) The Guarantor has agreed to guarantee the due performance by the *Supplier* of its obligations under the Contract in the manner set out in this deed.

## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the framework contract dated [●] between the *Client* (1) and the *Supplier* (2) for the provision of *works* in relation to the *Client’s* [●] Lot and includes any Package Contracts issued by the *Client* pursuant to the Contract.

“**Insolvency Event**” means the *Supplier* being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the *Supplier* other than a solvent liquidation or reorganisation of the *Supplier*;
- (b) a composition, assignment or arrangement with any creditor of the *Supplier*;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Supplier* or any of its assets; or
- (d) enforcement of any security over any assets of the *Supplier* or
- (e) any analogous procedure or step is taken in any jurisdiction.

“**Package Contract**” is a contract for works or services to be carried out pursuant to a Time Charge Order or a Works Contract

“**Supplier**” means [●] (company no [●]) whose registered office is at [●].

“**Works**” means the works (and ancillary works) to be carried out by the *Supplier* under Package Contracts issued by the *Client* pursuant to the Contract.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5 References in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

## **2 GUARANTEE**

- 2.1 In consideration of the *Client* agreeing to enter into the Contract with the *Supplier*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
  - (a) the *Supplier* will perform and observe all its obligations under the Contract at the times and in the manner provided in the Contract; and
  - (b) in the event of any breach of such obligations by the *Supplier*, the Guarantor shall procure that the *Supplier* makes good the breach or otherwise causes it to be made good and shall indemnify the *Client* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Client* arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify the *Client* against:
  - (c) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Client* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - (d) any loss or liability suffered or incurred by the *Client* if any of the obligations of the *Supplier* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3 Any limitation or defence which would have been available to the Supplier in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
  - (a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
  - (b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

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### **3 Guarantor's liability**

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the Supplier's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the Supplier under the Contract or at law.
- 3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- (a) an Insolvency Event;
  - (b) any change in the constitution, status, function, control or ownership of the *Supplier* or any legal limitation, disability or incapacity relating to the *Supplier* or any other person;
  - (c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Client* to the *Supplier*;
  - (e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Client* or the pursuit of any right or remedy of the *Client*;
  - (f) the giving by the *Supplier* of any security or the release, modification or exchange of any such security or the liability of any person; or
  - (g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.4 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the Supplier shall be binding on the Guarantor.

### **4 Variations to the Contract**

The Guarantor authorises the *Supplier* and the *Client* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of

the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

## **5 Liquidation/Determination**

5.1 The Guarantor covenants with the Client that:

- (a) if a liquidator is appointed in respect of the *Supplier* and the liquidator disclaims the Contract; or
- (b) if the *Supplier's* employment under the Contract is determined for any reason, the liability of the Guarantor under this deed shall remain in full force and effect.

## **6 Waiver**

6.1 The Guarantor waives any right to require the *Client* to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Supplier* before proceeding against the Guarantor under this deed.

## **7 Rights of Guarantor against Supplier**

7.1 The Guarantor shall not by any means or on any ground seek to recover from the *Supplier* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Client* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Client* to claim or have the benefit of any security which the *Client* holds for any money or liability owed by the *Supplier* to the *Client*. If the Guarantor shall receive any monies from the *Supplier* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Client* for so long as the Guarantor remains liable or contingently liable under this deed.

## **8 Continuing guarantee**

8.1 The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Supplier under the Contract has been performed and observed and until each and every liability of the Supplier under the Contract has been satisfied in full.

## **9 Third party rights**

9.1 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **10 Notices**

10.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section



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196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **11 Governing law**

- 11.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

## EXECUTION PAGE

Executed as a deed by  
**[GUARANTOR]** acting by [name of Director  
director] in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]** )  
acting by: )

Director

Director/Secretary

**Annex M – Form of Novation**

**DATED [•]**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Old Client

**[•]**  
as New Client

**[•]**  
as Contractor

## DEED OF NOVATION

relating to a framework contract for the provision of ground investigation works and associated services in Highways England Area [●]

**DATED [●]**

### PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

### BACKGROUND

- (A) By the Contract, the Old Client has employed the Contractor to provide the Services.
- (B) The Old Client has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Client and the Contractor has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## 1. DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means together:

- a) the framework contract dated [●] between the old Client (1) and the Contractor (3) (including any further agreement varying or supplementing the framework contract);
- b) any Work Orders awarded to the Contractor pursuant to the framework contract; and

- 
- c) any Task Orders issued by the old Client pursuant to a Work Order; under which the Contractor has agreed to provide the Services.

**“Services”** means the ground investigation works and associated services to be provided by the Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## **2. NOVATION**

- 2.1 The Old Client and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2 The Contractor undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3 The Contractor acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

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### 3. NEW CLIENT'S UNDERTAKING

- 3.1 Subject to Clause 4.1 below, the New Client undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of the *Client* under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

### 4. PAYMENT OF SUMS DUE

- 4.1 The Contractor and the Old Client agree that the total amount to be paid by the Old Client to the Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2 The Contractor and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Contractor under the Contract for any Services provided after the date of this deed.
- 4.3 [Where, under Clause 2.2 above or under any other contract between the New Client and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]<sup>1</sup>

### 5. NOTICES

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

### 6. GOVERNING LAW AND DISPUTES

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<sup>1</sup> Include only if the New Client is a Department or Office of Her Majesty's Government.

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

*OPTION 1a [execution by Highways  
England under seal]* )  
)  
)

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways  
England under seal]* )  
)  
)

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
its common seal in the presence of:

Authorised Signatory

Authorised Signatory

**OPTION 2a** Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY** )  
**LIMITED** acting by: )

Director/Secretary

**OPTION 2b** Executed as a deed by  
**HIGHWAYS ENGLAND COMPANY**  
**LIMITED** acting by:

)  
)  
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW CLIENT]**  
in the presence of:

)  
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]**  
in the presence of:

)  
)

Director

Director/Secretary



**DATED [●]**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Client

**[●]**  
as New Contractor

**[●]**  
as Old Contractor

**DEED OF NOVATION**

relating to a [●]framework contract for the provision of ground investigation works  
and associated services in Highways England Area [●]

**DATED [●]**

**PARTIES**

- (4) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (5) [●] (company no [●]) whose registered office is at [●] (the “**Old Contractor**”)
- (6) [●] (company no [●]) whose registered office is at [●] (the “**New Contractor**”)

**BACKGROUND**

- (C) By the Contract, the Client has employed the Old Contractor to provide the Services.
- (D) The Old Contractor has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Contractor and the Client has agreed to accept the liability of the New Contractor in place of the liability of the Old Contractor under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means together:

- a) the framework contract dated [●] between the Client (1) and the Old Contractor (2) (including any further agreement varying or supplementing the framework contract);
- b) any Work Orders awarded to the Old Contractor pursuant to the framework contract; and
- c) any Task Orders issued by the Client pursuant to a Work Order;

under which the Old Contractor has agreed to provide the Services.

“**Services**” means the ground investigation works and associated services to be provided by the Old Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## **2. NOVATION**

- 2.1 The Old Contractor and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Contractor in place of the liability of the Old Contractor under the Contract.
- 2.2 The New Contractor undertakes to be bound to the Client by the terms of the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.
- 2.3 The Client acknowledges and warrants to the New Contractor that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

## **3. NEW CONTRACTOR'S UNDERTAKING**

- 3.1 Subject to Clause 4.1 below, the New Contractor undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the *Supplier* under the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

## **4. PAYMENT OF SUMS DUE**

4.1 The Client and the Old Contractor agree that the total amount to be paid by the Client to the Old Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Old Contractor acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Contractor to the Client and paid by the Client in accordance with the Contract.

4.2 The New Contractor acknowledges that any payment made by the Client to the Old Contractor in respect of the Services (whether before or after the date of this deed) shall be treated as having been made to the New Contractor and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

4.3 NOT USED

## **5. NOTICES**

5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **6. GOVERNING LAW AND DISPUTES**

6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

**OPTION 1a** *[execution by Highways England under seal]*

)  
)  
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

**OPTION 1b** *[execution by Highways England under seal]*

)  
)  
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

**OPTION 2a** Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

)  
)  
)

Director

Director/Secretary

**OPTION 2b** Executed as a deed by  
**HIGHWAYS ENGLAND COMPANY**  
**LIMITED** acting by:

)  
)  
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[OLD**  
**CONTRACTOR]**  
in the presence of:

)  
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW**  
**CONTRACTOR]**  
in the presence of:

)  
)

Director

Director/Secretary

**Annex N – Form of Work Order Award Letter**



*[Insert Highways England contact and address]*

Our ref:

Direct Line:

Your ref:

Fax:

*[Company Address]*

Via e-tendering suite

*[Enter Date]*

**OFFICIAL SENSITIVE COMMERCIAL**

Dear Sirs

**HIGHWAYS ENGLAND GROUND INVESTIGATION FRAMEWORK DATED [●]**

**[LOT NUMBER: [●]]**

**WORK ORDER AWARD LETTER**

**Work Order Reference: [●]**

**For Period: *[Insert annual period of Work Order]***

On behalf of Highways England Company Limited ("**Highways England**"), I am writing to confirm award of the schemes identified in Attachment 1 to this letter (the "**Schemes**") in accordance with the terms of the Ground Investigation Framework, for the period [●] to [●] (the "**Period**").

Subject to the terms of this letter, you will be called upon to enter into a formal contract for each Scheme with the relevant *Contracting Body*. The process set out in paragraphs 4.7 to 4.10 of the Framework Information will be applied to form a binding contract for each Scheme (a "**Works Contract**").

Once a Works Contract for a Scheme has been agreed and completed, the carrying out of those works will be governed entirely by the terms of the Works Contract and this letter will have no further application to that Scheme.

This letter expires at 23:59 p.m. on the last day of the Period. If a Works Contract for a Scheme has not been entered into by that date, the award of that Scheme will lapse. In accordance with the Ground Investigation Framework, Highways England will have the option to re-allocate the Scheme in a subsequent period, either to you or to another supplier.

If the Ground Investigation Framework is terminated for any reason, no further Works Contracts will be placed with you and other suppliers may be appointed to perform the Schemes which have been allocated to you under this letter but not yet placed.

I should remind you that, if you are subject to a quality warning notice under any Works Contract awarded to you pursuant to the Ground Investigation Framework, no further Works Contracts will be placed with you until the quality warning notice is removed (in accordance with clause Z18 of the Ground Investigation Framework) and other suppliers may be appointed to perform the Schemes which have been allocated to you under this letter but not yet placed.

Please treat the contents of this letter as strictly confidential until Highways England makes a public announcement. I should also remind you at this time of the confidentiality requirements of the **Ground Investigation** Framework. In the light of recent cases where there has been press reporting in advance of contract award or announcement, it is especially important that these conditions are adhered to and that full confidentiality is maintained.

You acknowledge that any documents and information submitted by you as part of the Ground Investigation Framework tender process or the Value Allocation procedure represent your proposals for meeting Highways England's requirements, but do not in any way override or modify those requirements. You will remain liable to comply with all the obligations set out in the documents forming part of any Works Contracts. You will not be relieved from compliance with these obligations by any:

- (a) validation, due diligence or sustainability check carried out by Highways England on any part of your submissions;
- (b) evidence, assumptions or other information provided by you with your submissions or for the purposes set out in paragraph (a) above; or
- (c) clarification requested by Highways England and provided by you (whether orally or in writing) as part of any assessment process.

Please acknowledge receipt of this letter by return of the acknowledgement slip enclosed.



Yours faithfully

**[Name]**

**[Position]**

**[Email]**

**ACKNOWLEDGEMENT SLIP**

**HIGHWAYS ENGLAND GROUND INVESTIGATION FRAMEWORK DATED [●]**

**LOT NUMBER: [●]**

**WORK ORDER AWARD LETTER**

**Work Order Reference: [●]**

On behalf of [insert], I acknowledge safe receipt and understanding of the above letter dated [●].

Signed:

Dated:

Print Name:

Role:

---

## **Attachment 1**

### **Description of Scheme[s]**

The following details will need to be included for each Scheme:

Name of *Contracting Body* - [●]

Brief description of the Scheme - [●]

The following documents:<sup>2</sup>

1. Partly populated additional Contract Data (Part 1)<sup>3</sup>
2. Partly completed Scope
3. Partly completed pricing information

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<sup>2</sup> Note to Highways England: The following documents should be populated as far as possible at the time this letter is issued.

<sup>3</sup> To be discussed with Highways England whether supporting documents will be physically attached to this letter, included as electronic links or referred to and provided separately.

## Annex O – Form of Works Contract Award Letter



Our ref:  
Your ref:

[Company Address]

Via e-tendering suite

[Insert Highways England  
contact and address]

Direct Line:  
Fax:

[Enter Date]

### OFFICIAL SENSITIVE COMMERCIAL

Dear [Sir/Madam],

Highways England Ground Investigation Framework dated [insert]

[Lot Number: [insert]]

Work Order: [insert date and reference number]

### Works Contract Award Letter

In accordance with the terms of the Ground Investigation Framework and note that this letter is also issued pursuant to, and in accordance with the terms of, the Work Order, I am directed by the *Client* to accept your quotation submitted on [insert date] and issue [your company/you (if the letter is issued to the relevant contracting entity) the Works Contract to carry out the following works:

Works Contract detail	
Name	
Number	
Description of the works	

The Works Contract's documents associated with this works can be found here: [all documents uploaded and provided upon enquiry via bravo file share].

The first Works Contract's assessment date will be the last day of the month in which this letter is issued.

**[Insert]**, or their authorised delegate, will be in touch in due course to discuss mobilisation.

<b>Authorisation - Signed on behalf of the <b>[Client]</b>:</b>			
Name		Signature	
Role		Date	

## Annex P – Delay Damages Calculation

### Fieldworks

Column1	Grade	Client senior engineer	Client engineer	designer principal engineer	designer senior engineer	designer engineer	Accommodation Nights	Cost/delay damage per week
	Rate	£40.00	£25.00	£100.00	£75.00	£50.00	£100	
	Daily No. Hours							
GI Banding		10	10	10	10	10		
£0-£50,000			1				0	£250
£50,000 - £100,000		1	1				0	£650
£100,000 to £500,000					1	2	3	£2,050
£500,000 to £1,000,000				1	1	2	4	£3,150
>£1,000,000				1	1	4	6	£4,350

### Laboratory Testing

Column1	Grade	Client senior engineer	Client engineer	designer principal engineer	designer senior engineer	designer engineer	Accommodation Nights	Cost/delay damage per week
	Rate	£40.00	£25.00	£100.00	£75.00	£50.00	£100	
	Weekly No. Hours							
GI Banding		1	4	1	1	4		
£0-£50,000						1		£200
£50,000 - £100,000					1	1		£275
£100,000 to £500,000					1	1		£275
£500,000 to £1,000,000				1	1	1		£375
>£1,000,000				1	1	1		£375

**Factual Reporting**

<b>Column1</b>	<b>Grade</b>	<b>Client senior engineer</b>	<b>Client engineer</b>	<b>designer principal engineer</b>	<b>designer senior engineer</b>	<b>designer engineer</b>	<b>Accommodation Nights</b>	<b>Cost/delay damage per week</b>
	Rate	£40.00	£25.00	£100.00	£75.00	£50.00	£100	
<i>GI Banding</i>	Weekly No. Hours	1	4	1	1	4		
£0-£50,000						1		£200
£50,000 - £100,000					1	1		£275
£100,000 to £500,000					1	1		£275
£500,000 to £1,000,000				1	1	1		£375
>£1,000,000				1	1	1		£375

**Overall completion**

<b>Column1</b>	<b>designer monthly turnover</b>	<b>Delay cost per month</b>	<b>Cost/delay damage per week</b>	<b>Cost/delay damage per week rounded</b>	<b>Cost per working day</b>
	Rate				
<i>GI Banding</i>					
£0-£50,000	£ 25,000.00	£ 7,500.00	£1,731	£ 2,000.00	£ 400.00
£50,000 - £100,000	£ 75,000.00	£ 22,500.00	£5,192	£ 5,000.00	£ 1,000.00
£100,000 to £500,000	£ 300,000.00	£ 90,000.00	£20,769	£ 20,000.00	£ 4,000.00

£500,000 to £1,000,000	£ 750,000.0 0	£ 225,000.00	£51,923	£ 50,000.00	£ 10,000.00
>£1,000,000	£ 1,000,000 .00	£ 300,000.00	£69,231	£ 70,000.00	£ 14,000.00