

Lots 1 to 3 (P23)

Schedule 06A Supplementary Definitions, References in contract Terms & Legal Requirements

This Schedule 6A applies to Lots 1 to 3 (P23) in addition to Schedule 06

Contents

Supplementary Definitions	2
Reference in <i>Contract Terms</i>	9
1. Part 1 Legal Requirements	16

Supplementary Definitions

In the Framework Agreement, unless the context otherwise requires, words and terms in capitals shall have the meaning set out in Framework Schedule 06A (Supplementary Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

If a capitalised word or term does not have a specific meaning given in the Framework Agreement, it shall be construed in accordance with its ordinary and natural meaning except where the context requires that it has a specific meaning when used in a particular market, sector or industry setting in which case it shall be given that specific meaning.

In addition to the definitions set out in FAC-1 Appendix 1, and Schedule 6 the following words and expressions shall have the following meanings, whether used in the singular or the plural and whatever their gender.

Additional Project Agreement	has the meaning given to this expression in paragraph 3.1 of Framework Schedule 4A (Call off Procedures);
Additional Works and Services	has the meaning given to this expression in paragraph 3.1 of Framework Schedule 4A (Call off Procedures);
Authority	is NHSEI and shall fulfil functions delegated by the Alliance Manager as listed in Schedule 16 - Alliance Manager Delegated Functions for the purposes of Lots 1 to 3 (P23) schedules
Call off Procedures	means the <i>Direct Award Procedure</i> and <i>Competitive Award Procedure</i> for Lots 1 to 3 (P23)
Charges	means the amount paid to the PSCP under or in connection with a Scheme Agreement and/or Project Agreement from time to time, which charges shall be calculated in a manner which is consistent with Lots 1 to 3 (P23) Framework Pricing
Client	for the purpose of Lots 1 to 3 (P23) Schedules the Client has the means the same as 'Additional Client'

Client Data	means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are supplied to the PSCP by or on behalf of a Client or which the PSCP is required to generate, process, store or transmit pursuant to the Framework Contracts; any Personal Data for which the Client is the Data Controller;
Client ITT Brief	means, in respect of a particular Further Competition, a pack of documents issued by the Client to relevant PSCPs in accordance with paragraph 2.4 of Framework Schedule 4A (Call off Procedures) by way of an invitation to participate in the initial full tender stage of that Further Competition (following the outcome, where applicable, of an initial shortlisting process of the kind described in paragraph 2.2 of Framework Schedule 4A (Call off Procedures));
Disclosed Data	means all material, data and other information related to matters which are or may be relevant to the obligations (to be) undertaken by the PSCP under this Framework Agreement including all materials, data and other information provided to the PSCP in connection with the ITT (including information available in data rooms and/or any supporting documents);
Economic and/or Technical Reasons Condition	has the meaning given to this expression in paragraph 3.2 of Framework Schedule 4A (Call off Procedures);
EOI Response	has the meaning given to this expression in paragraph 2.2 of Framework Schedule 4A (Call off Procedures);
Equivalent Works and Services	means works and/or services which the PSCP can supply which are the same or similar to the Works and Services;
Existing Scheme Agreement	means an existing Scheme Agreement previously awarded to a PSCP via a Further Competition conducted in accordance with the Further Competition Procedure;

Final Tender	means, where a Further Competition includes one or more negotiation stages after the Initial Tender stage of the process, each of the relevant final tender submissions which remaining PSCPs will be invited to submit after the conclusion of such negotiation stage(s) and which will be used as the basis for the Client's final award decision;
Framework	means the <i>Framework Alliance Agreements</i> for Lots 1 to 3 (P23);
Framework Accounts and Records	full and accurate records and accounts of the operation of this Framework Agreement, including the Scheme Agreements and Project Agreements entered into with Clients, the Works and Services provided pursuant to the Scheme Agreements and/or Project Agreements, and the Charges paid by each Client under the Scheme Agreements and/or Project Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and includes the records and accounts of PSCMs;
Framework Agreement	means the <i>Framework Alliance Contract</i> for Lots 1 to 3 (P23)
Framework Contracts	means the Framework Agreement, a Scheme Agreement and/or a Project Agreement;
Framework Pricing	has the same meaning as <i>Framework Prices</i>
Further Competition	means a competition conducted by a Client for the purposes of awarding to a particular PSCP, by way of a call-off under the Framework Agreement, a contract for Works and Services in relation to a particular Scheme;
Further Competition Procedure	means the procedure described in paragraph 2 of Framework Schedule 4A (Call off Procedures), being the procedure which is to be followed in relation to any Further Competition;
Further Competition Requirements	means, in respect of a particular Further Competition, the relevant statement of requirements for the Scheme in question, as issued by the Client;

Initial Tender	means an initial written tender submission to be provided in response to a Client ITT Brief;
Key Performance Indicators	the Key Performance Indicators set out in Appendix 2 of Schedule 7A (Performance Management) and as amended from time to time;
Key Personnel	means those personnel fulfilling the roles of Framework Director and Framework Manager listed in <i>Framework Proposals</i>
KPI Performance Standards	The Performance Standards in Appendix 2 of Framework Schedule 7A (Performance Management Plan);
Key PSCM	a PSCM who will deliver whole or critical part of a Project Contract or whose annual turnover during last financial year is comprised of 20% or more by value of works or key contract activity under the P23 Framework;
Minimum Requirements	means, for the purposes of a particular Further Competition, a description in the Client ITT Brief of the needs and characteristics required for the Works and Services to be procured and the identification in sufficiently precise detail of which elements of the description define the minimum requirements to be met by all tender responses;
Monthly Monitoring System	means the web based tool used to submit the Project Monitoring Report as provided (and occasionally updated) by the Authority;
Necessary Modifications	means the Contract Data forming part of a Project Agreement which must necessarily be modified to cover relevant Project specific matters, including the <i>works</i> , the Site and matters relating to section 3 (Time) of the Project Agreement;
Original Competition	has the meaning given to this expression in paragraph 4.2 of Framework Schedule 4A (Call off Procedures);
Other Framework Partners	means other principal supply chain partners to the P23 Framework;

Overarching Objectives	has the same meaning as <i>Objective</i>
P23 or ProCure23	has the same meaning as the P23 Framework;
P23 Club Member	means individuals who have registered to use the P23 Website;
P23 Cost and Performance Manager	means such person or persons as may be appointed by the Authority from time to time to liaise with the PSCP in relation to Key Performance Indicators, benchmarking and other performance matters including those set out at Framework Schedule 7A (Performance Management);
P23 Guide	means the user guide produced by the Authority for Clients/perspective Clients and their advisors working on the P23 Framework and call-off contracts;
P23 Implementation Advisor	means such person or persons as may be appointed by the Authority from time to time to support Clients and/or prospective clients in the use of the P23 Framework, call-off contracts and to liaise with PSCPs on performance matters including those set out at Framework Schedule 7A (Performance Management);
P23 Website	means the secure website to be established and maintained by the Authority for the purposes of the P23 Framework;
Performance Review Meeting	means a meeting as referred to at paragraph 3 of Framework Schedule 7A (Performance Management Plan);
ProCure Information	means information stored on the P23 Website from projects procured under ProCure 21, ProCure 21+ or ProCure 22 or from Other Framework Partners under the P23 Framework and ProCure23 Information;
ProCure23 Information or P23 Information	means the information the Authority requires the PSCP to supply pursuant to Clause 8, Framework Schedule 12 (ProjectShare and standardshare), Framework Schedule 7A (Performance Management) and includes the provision by the PSCP of any design associated with a Scheme and/or a Project to the Authority;

ProCure Standard Share	Means the StandardShare scheme described in Framework Schedule 12;
Project Monitoring Report	has the meaning given to it in Framework Schedule 7A (Performance Management);
Project Share	Means the ProjectShare scheme described in Framework Schedule 12;
Project Agreement	has the same meaning as <i>Project Contract</i>
Principal Supply Chain Partner (PSCP)	has the same meaning as <i>Supplier Alliance Member</i>
PSCM or Principal Supply Chain Member	means a person or organisation who has a contract with the PSCP to design, construct or provide part of the Works and Services comprised in a Project;
PSCP Personnel	means all persons employed or engaged by the PSCP together with the PSCP's servants, agents, PSCPs, consultants and Supply Chain Members (and all persons employed by any Supply Chain Member together with the Supply Chain Member's servants, consultants, agents) used in the performance of its obligations under this Framework Agreement or any Scheme Agreements and/or Project Agreements;
Replacement Agreement	has the meaning given to this expression in paragraph 4.1 of Framework Schedule 4A (Call off Procedures);
Scheme	means a series of Projects to be undertaken at different Sites under a Scheme Agreement;
Scheme Agreement	Means an agreement in the form of Scheme Agreement at Framework Schedule 4A (Call off contracts etc.) under which the PSCP contracts with a Client for the delivery of one or more Projects;
Site	means a Site as defined in a Project Agreement;

Sub-Lot	means a regional sub-lot as referred to in the (P23 Specification);
Supply Chain Member or SCM	the PSCM and its contractors, suppliers, servants and/or agents and any of their contractors, suppliers, servants and/or agents of any tier;
Template Documentation	the template forms of Scheme Agreement, Project Agreement and Scope for the Lot to which the PSCP is appointed under this Framework Agreement as set out in Framework Schedule 4A (Call off contracts etc.);
Tender	the tender submitted by the PSCP in response to the ITT and included in the <i>Framework Proposal</i>
Tendered Option A Fee Percentage	means the PSCP's tendered fee percentage set out at Table 2A for the relevant Lot in Lots 1 to 3 (P23) Framework Pricing
Tendered Option A Rates	means the PSCP Staff Rates tendered by the PSCP and set out at Tables 4A, 4B and 4C for the relevant Lot in Lots 1 to 3 (P23) Framework Pricing
Tendered Option C Fee Percentage	means the PSCP's tendered fee percentage set out at Table 2B for the relevant Lot in Lots 1 to 3 (P23) Framework Pricing
Tendered Option C Rates	means the PSCP Staff Rates tendered by the PSCP and set out at Tables 4A, 4B and 4C for the relevant Lot in Lots 1 to 3 (P23) Framework Pricing
Tendered Option Short Contract Fee Percentage	means the fee percentage at Table 2C for Lot 1 in Lots 1 to 3 (P23) Framework Pricing
Tendered Option Short Contract Rates	means the PSCP Staff Rates tendered by the PSCP and set out at Tables 4A, 4B and 4C for Lot 1 in Lots 1 to 3 (P23) Framework Pricing
Tendered Rates and Fees	means the Tendered Option A Rates, Tendered Option A Fee Percentage, Tendered Option C Rates, Tendered Option C Fee Percentage, Tendered Short Contract Rates and the Tendered Short Contract Fee Percentage;

Unanticipated Circumstances Condition	has the meaning given to this expression in paragraph 3.3 of Framework Schedule 4A (Call off Procedures);
Works and Services	the works or services that may be called off under this Framework Agreement and comprising new building works and/or works of fit out, repair, replacement and/or refurbishment, including major project work, construction works, small works, minor works and/or intermediate works and related operations being undertaken at a hospital or other permanent or temporary building or unit used for or in the delivery of public healthcare services envisaged by the Framework.

Reference in *Contract Terms*

In following contract clauses, in addition to those included in the *Framework Alliance Contract*, apply to Lots 1 to [23](#) (P23).

Clause 5	<p>Add the following additional clauses after Clause 5.7</p> <p>Client VAT recovery</p> <p>5.8 The PSCP acknowledges that full recovery by a Client of VAT in respect of the provision of Works and Services may be dependent upon the procurement structure implemented by the PSCP in relation to such Works and Services. The PSCP shall bring this to the Client's attention at the time of Direct Award or Further Competition and in consultation with any Client adopt suitable measures to meet the Client's requirements.</p> <p>Suspension</p> <p>5.9 Where the Authority considers that the PSCP has without reasonable grounds failed to enter into a Scheme Agreement following Further Competition in accordance with Framework Schedule 4A (Call off Procedures) the Authority may suspend the PSCP's entitlement to enter into further Scheme Agreements and/or Project Agreements.</p> <p>Code of Competition Conduct</p> <p>5.10 The PSCP shall conduct itself in competition in accordance with Schedule 14 (the Code of Competition Conduct)</p>
Clause 6	<p>Add the following wording and additional clauses at the end of Clause 6.2</p> <p>Supply Chain Contract Requirements</p>

, and additionally:

6.2.1 The PSCP shall only appoint suitably qualified Primary Supply Chain Members to undertake Works and Services.

6.2.2 Without prejudice to the Client's rights under a Project Agreement, the Authority may at any time notify the PSCP of its objection to the engagement or proposed engagement by the PSCP of a Primary Supply Chain Member under any Project Agreement on the basis that there are reasonable grounds for concluding that such Principal Supply Chain Member is unsuitable by reason of technical qualification, business or ethical practices, financial standing or such other reasonable grounds as shall be specified by the Authority.

6.2.3 All contracts entered into between the PSCP and its Supply Chain in connection with the Works and Services shall contain terms giving effect to the following fair payment principles:

6.2.3.1 make full payment as and when due for all Works and Services properly carried out or supplied, in accordance with the subcontract;

6.2.3.2 ensure any withholding of payment due to defects or non-delivery is proportionate, and clearly, specifically and demonstrably justified in line with the arrangements set out in the subcontract;

6.2.3.3 not deliberately delay or unreasonably withhold payment;

6.2.3.4 ensure that payments are made not more than thirty (30) calendar days after receipt of a valid VAT invoice;

6.2.3.5 either not withhold cash retention or ensure that any arrangements for retention are no more onerous than those contained in the related Project Agreement;

6.2.3.6 have processes in place to enable the effects of compensation events or variations to be agreed promptly and fairly and payments for such compensation events or variations to be included in the payment immediately following the completion of the varied Works and Services;

6.2.3.7 make payments electronically unless agreed otherwise; and

6.2.3.8 adopt a transparent, honest, and collaborative approach when resolving differences and disputes.

6.2.4 All contracts entered into between the PSCP and any Principal Supply Chain Member in connection with the Works and Services shall include a provision requiring the Principal Supply Chain Member to:

6.2.4.1 notify the PSCP and the Authority promptly of any of the following of which it is, or ought to be, aware:

(a) the occurrence of an event equivalent to a Financial Distress Event in relation to the Principal Supply Chain Member; or

	<p>(b) any fact, circumstance or matter of which it is aware which could cause the occurrence of an event equivalent to a Financial Distress Event in relation to the Principal Supply Chain Member</p> <p>and in any event, provide such notification within 10 Working Days of the date on which the Principal Supply Chain Member first becomes aware of such); and</p> <p>(c) co-operate with the PSCP and the Authority in order to meet with the PSCP and the Authority to discuss and review the effect on the continued performance and delivery of the Works and Services.</p>
<p>Clause 6</p>	<p>Add the following Additional Clauses after clause 6.3:</p> <p><i>Supply Chain Collaboration additional requirements</i></p> <p>6.4 The parties agree:</p> <p>6.4.1 to perform their obligations under this Framework Agreement and (in the case of the PSCP) to require the Supply Chain and (in the case of the Authority) to require Clients to require designers and professional advisors appointed by them to perform its and their obligations in accordance with the Overarching Objectives;</p> <p>6.4.2 to work together in a co-operative and collaborative manner to achieve the Overarching Objectives;</p> <p>6.4.3 to work collaboratively with Other Framework Partners including by sharing information and complying with the spirit and intent of Framework Schedule 12 (ProjectShare and standardshare); and</p> <p>6.4.4 to act in good faith and in a spirit of mutual trust and co-operation.</p> <p>6.5 In order to work together in a cooperative and collaborative manner, the Parties, shall agree and procure the Supply Chain and any professional advisers appointed by the Client, agree to give, and to welcome from each other, feedback on performance and to share information openly and to highlight any difficulties without delay.</p> <p>6.6 The Parties shall support collaborative behaviour and shall confront behaviour that does not comply with the Overarching Objectives. The PSCP agrees and shall require its Supply Chain to agree not to enter into any contractual agreements with the Client that conflict with the principles of this Framework Agreement.</p> <p>6.7 The PSCP shall and shall require that it and its Supply Chain shall treat one another other with integrity, transparently and shall maintain and enhance the reputation of the Authority in all aspects of their involvement with the Framework Agreement and any Scheme Agreement or Project Agreement.</p> <p>6.8 The Parties shall notify each other of any new, proposed or recently developed <i>Standards</i> which relates to or impacts on the Works and Services contracted under any Scheme Agreement or Project Agreement.</p>

	<p>6.9 Where a new, proposed or recently developed <i>Standard</i> is notified, the PSCP shall investigate and explain the impact of the <i>Standard</i> on the Works and Services to the Authority and to any impacted Client prior to the implementation of the <i>Standard</i>.</p> <p>6.10 Where it becomes apparent that <i>Standards</i> conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, the PSCP shall notify the Authority and any Client of such conflict and without prejudice to its obligations and liabilities under any Scheme Agreement or Project Agreement propose a solution for dealing with the same. To the extent that the proposed solution impacts on a Scheme Agreement or Project Agreement, approval of the solution shall be a matter for such Scheme Agreement or Project Agreement.</p>
<p>Clause 6</p>	<p>Add the following Additional Clauses after clause 6.10:</p> <p>P23 Website and P23 Information</p> <p>6.11 The Authority shall host the P23 Website which only the PSCP and its Principal Supply Chain Members, Other Framework Partners and their supply chains, Clients and the Authority and in each case, their advisers, may access</p> <p>6.12 The Authority shall post all communications (save for legal notices and confidential notices pertinent only to the Authority and the PSCP), Authority practice notes and Authority guidance relating to the P23 Framework on the P23 Website (the “Website Information”). The P23 Website shall be the only place where the Authority posts Website Information. The Authority may change the contents of the Website Information at its absolute discretion.</p> <p>6.13 The PSCP shall review the Website Information regularly and shall comply with guidance posted by the Authority in Website Information. The PSCP shall disseminate Website Information to PSCP Personnel promptly to ensure compliance with such guidance by the PSCP and its Supply Chain.</p> <p>6.14 Provision of ProCure23 Information</p> <p>6.14.1 The PSCP shall, at no charge to the Authority, submit to the Authority complete and accurate ProCure23 Information in accordance with the provisions of Framework Schedules 12 (Project Share etc.) and 7A (Performance Management Plan).</p> <p>6.14.2 The PSCP grants to and shall procure that its Supply Chain Members grant to the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:</p> <p>(a) use, sub-licence use to and to share with, any Clients and any Central Government Body; and/or</p> <p>(b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),</p> <p>any ProCure23 Information supplied to the Authority for normal operational activities including but not limited to administering this Framework Agreement</p>

	<p>and/or all Scheme Agreements and Project Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.</p> <p>6.14.3 The Authority shall in its absolute and sole discretion determine whether any ProCure23 Information is exempt from disclosure in accordance with the provisions of the FOIA.</p> <p>6.14.4 The Authority may consult with the PSCP to help with its decision regarding any exemptions under Clause 7.4.3 but, for the purpose of this Framework Agreement, the Authority shall have the final decision in its absolute and sole discretion.</p>
<p>Clause 10</p>	<p>Replace the following Clause</p> <p>10.1.2 No Supplier Alliance Member excludes or limits its liability in respect of the indemnity in clause 11.2.</p> <p>With this Clause</p> <p>10.1.2 No Supplier Alliance Member excludes or limits its liability in respect of the indemnity in clause 11.2, 11.11 and the indemnity in P23 Framework Schedule 12 (ProjectShare and standardshare)</p>
<p>Clause 11</p>	<p>Add the following Additional Clauses after clause 11.4:</p> <p>11.5 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 11, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party. By entering into this Framework Agreement both Parties hereby assign any such Intellectual Property Rights to the other.</p> <p>11.6 Subject to Clauses 11.7 and 11.8, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.</p> <p>11.7 The Authority is licensed by the Secretary of State for Health and Social Care to use and grant sub-licences for the use of the NHS Identity. The Authority grants the PSCP a fully paid-up, non-exclusive sub-licence to use the NHS Identity for the sole purpose of providing the Works and Services under this Framework Agreement and any Scheme Agreement or Project Agreement.</p> <p>11.8 In using the NHS Identity in accordance with the sub-licence granted in Clause 11.7, the PSCP shall:</p> <p>11.8.1 at all times comply with the NHS Identity Guidelines and any instruction of NHS England's Identity team; and</p> <p>11.8.2 not grant any sub-licence of the NHS Identity without the express permission of NHS England's NHS Identity team.</p>

11.9 Any goodwill derived from the use of the NHS Identity shall accrue to the Secretary of State for Health and Social Care.

11.10 The PSCP must provide whatever assistance the Authority may reasonably require to allow the Authority and/or the Secretary of State for Health and Social Care to maintain and enforce its or their rights in respect of the NHS Identity.

11.11 The PSCP shall indemnify the Authority for any Losses suffered by it and/or the Secretary of State for Health and Social Care in relation to any claim brought under section 2 of the Consumer Protection Act 1987 in respect of the use or specification of any defective product by the Authority or any PSCP Personnel or Supply Chain Member specified or supplied by the PSCP in the provision of the Works and Services.

11.12 The PSCP shall ensure and procure that the availability, provision and use of the Works and Services and the performance of the PSCP's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party including its Supply Chain.

11.13 The PSCP shall, during and after the Framework Period, on written demand, indemnify the Authority against all Losses incurred by, awarded against, or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

11.14 If an IPR Claim is made, or the PSCP anticipates that an IPR Claim might be made, the PSCP may, at its own expense and sole option, either:

11.14.1 procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or

11.14.2 replace or modify the relevant item with non-infringing substitutes provided that:

(a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

(b) the replaced or modified item does not have an adverse effect on any other Works and Services;

(c) there is no additional cost to the Authority; and (d) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Works and Services.

11.15 If the PSCP elects to procure a licence in accordance with Clause 11.14.1 or to modify or replace an item pursuant to Clause 11.14.2, but this has not avoided or resolved the IPR Claim, then:

11.15.1 the Authority may terminate this Framework Agreement by written notice with immediate effect; and

11.15.2 without prejudice to the indemnity set out in Clause 15.10, the PSCP shall be liable for all reasonable and unavoidable costs of the substitute items

	and/or services including the additional costs of procuring, implementing and maintaining the substitute items.
Clause 13	<p>Add the following additional clause</p> <p>13.2.5 A waiver of any right or remedy arising from a breach of this Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Framework Agreement.</p>
Clause 14	<p>Add the following additional wording after 14.9.3 (b)</p> <p>but shall not be permitted to terminate where its approval to the change was given prior to the change of Control.</p>
Clause 14	<p>Replace the following clause in the Framework Alliance Contract ‘References in contract terms’</p> <p>14.14.1 If the Client is entitled to terminate the appointment of a Supplier Alliance Member under the Framework Alliance Contract, the Client may instead elect in its sole discretion to suspend the Supplier Alliance Member’s entitlement to be invited to compete for and to be awarded Project Contracts under the Framework Alliance Contract by giving notice in writing to the Supplier Alliance Member, and the Supplier Alliance Member agrees that it shall not be entitled to enter into any new Project Contract during the period specified in the Client’s notice.</p> <p>With this clause</p> <p>14.14.1 If</p> <p>14.14.1.1 the Authority is entitled to terminate this Framework Agreement pursuant to Clause 14; or</p> <p>14.14.1.2 the Authority considers in accordance with Clause 5.9 of this Framework Agreement that the PSCP has without reasonable grounds failed to enter into a Scheme Agreement following Further Competition in accordance with Framework Schedule 4A (Call off Procedures); or</p> <p>14.14.1.3 there are two or more failures by the PSCP to meet the KPI Performance Standards whether the failures relate to the same or different Key Performance Indicators, in any rolling period of three (3) months; or</p> <p>14.14.1.3 there are two or more failures by the PSCP to meet the KPI Performance Standards whether the failures relate to the same or different Key Performance Indicators, in any rolling period of three (3) months; or</p> <p>14.14.1.4 the PSCP fails to comply with its obligations under clause 5.8 and/or 6.2 or persistently fails to pay any PSCM in accordance with its subcontract with such PSCM and/or fails to maintain the minimum or other requirements or commitments for prompt payment of its suppliers required in the selection questionnaire submitted by the PSCP in response to the Contract Notice,</p>

	the Authority may elect in its sole discretion to suspend the PSCP's entitlement to enter into Scheme Agreements and/or Project Agreement under this Framework Agreement by giving notice in writing to the PSCP, and the PSCP agrees that it shall not be entitled to enter into any new Scheme Agreement and/or Project Agreement during the period specified in the Authority's notice.

1. Part 1 Legal Requirements

The following *Legal Requirements*, in addition to those set out in Schedule 6, apply to Lots 1 to 3 (P23).

Framework Information	<p>Modern Slavery Act</p> <ol style="list-style-type: none"> 1. The PSCP shall implement due diligence procedures for the PSCMs, the Supply Chain and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. 2. The PSCP shall notify the Authority (and any Client with which it has entered into a Scheme Agreement or Project Agreement) as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement. 3. If pursuant to section 54 of the Modern Slavery Act the PSCP is required to publish an annual Slavery and Human Trafficking Statement (as defined in the Modern Slavery Act), it shall deliver to the Authority a copy not later than 30 days after the Framework Commencement Date and each anniversary of the Framework Commencement Date. 4. In the event that the PSCP fails to comply with this Paragraph 2 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for Material Default. <p>Health and Safety</p> <ol style="list-style-type: none"> 5. The PSCP shall ensure that its staff, agents, Supply Chains and representatives comply with all relevant health and safety Law when carrying out Works and Services. 6. The PSCP shall register with the Considerate Constructors Scheme as amended, updated or replaced from time to time (www.ccscheme.org.uk) and shall ensure all Projects carried out pursuant to a Scheme Agreement and/or a Project Agreement are registered under the Considerate Constructors Scheme.
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	<ol style="list-style-type: none"><li data-bbox="343 152 1461 313">7. The PSCP shall ensure that it has and shall procure that its Supply Chain has management processes and procedures in place to address the effective management of the occupational health of the workforce engaged in delivering a Scheme Agreement and/or a Project Agreement.<li data-bbox="343 313 1461 492">8. The PSCP shall register with Constructing Better Health (CBH) (http://www.cbhscheme.com/) or equivalent and shall ensure that the Supply Chain has implemented occupational health management processes and procedures.<li data-bbox="343 492 1461 745">9. Healthcare-Associated Infections (HCAIs): The PSCP shall at all times and shall procure that its Supply Chain complies at all times with the requirements contained in the Authority's publication: "Facilities Note (HFN) 30 - Infection control in the built environment - design and planning" as amended, updated or replaced from time to time which is available on the Authority's website (www.gov.uk/dh).
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