CCS CONSTRUCTION WORKS AND ASSOCIATED SERVICES SPECIFICATION (RM6088)



#### 1. Introduction

- 1.1. This Specification describes the technical requirements for the works and services that the *Supplier Alliance Member* will be required to comply with for all Project Contracts awarded under the *CCS Construction Works and Associated Services Framework Alliance Contract* (Framework Contract) including, as applicable, each Lot.
- 1.2. This Specification is part of the Framework Brief. The precedence of the Framework Documents is set out in the FAC-1 Framework Alliance Contract, Contract Terms paragraph 1.5.
- 1.3. This Specification is broad in its approach to enable application across each of the Lots.
- 1.4. Please note the requirements set out in this Specification are not exhaustive. The specific requirements may be refined by the *Client* or *Additional Client* to reflect the specific requirements for each project (to the extent permitted and set out in the Framework) that will be detailed at Project Contract stage.
- 1.5. The Success Measures and Targets are set out in Schedule 1, Part 1 of the CCS Construction Works and Associated Services Framework Alliance Contract.

## 2. Works and Services Specification Requirements

- 2.1. The Supplier Alliance Member shall provide the works and services in accordance with the requirements set out in this document and associated annexes (A D), within the scope of each relevant Lot to which they are appointed, and as may be further detailed in any subsequent specific Project Contract.
  - 2.1.1. Specialist requirements for Project Contracts will be specified by Additional Clients. For example, such specialist requirements may include, but are not limited to:
    - a) specific security clearances,
    - b) sector specific requirements and/or experience; and
    - c) standards for the works and services specific to the Project Contract.
- 2.2. This CCS Construction Works and Associated Services Framework Alliance Contract is/will be complemented by a suite of other CCS commercial agreements for related supplies and services (e.g. estate professional services, project management and design services, facilities management, utilities and fuels, furniture etc.) that will collectively enable Additional Clients to effectively manage the full life cycle requirements of their built asset and associated strategies on the basis of whole life value considerations.



- 2.3. The Supplier Alliance Member may be required to consult and/or work with suppliers appointed to the other commercial agreements as may be further detailed in the specific Project Contract, to enable decisions to be informed on the basis of whole life value and to enable the co-ordination of full (or part) life-cycle requirements.
- 2.4. The scope of works and services required and the procurement route will be specified at Project Contract stage.
- 2.5. The following Lot descriptions are aligned to the works and services and project descriptors detailed within Annex A (Works and Services Project Type) and Annex B (Works and Services Service Requirements). Procurement routes available across all Lots under the CCS Construction Works and Associated Services Framework Alliance Contract can be found in Annex C (Procurement Routes):

# Lot 1 – Building Works and Civil Engineering Works and Associated Services (Regional Sub-Lots)

A Supplier Alliance Member in Lot 1 under the Agreement shall provide access to a full suite of either:

**Lot 1.1** Building Works and Minor Associated Civil Engineering Works and Services; or

**Lot 1.2** Civil Engineering Works and Minor Associated Building Works and Services to the *Client* or *Additional Clients* at locations throughout the UK, aligned to the respective Regional Sub-Lot.

The maximum Project Contract value for a project or programme under this Lot shall be £3 million.

The regional split is detailed as follows and aligned to the regional NUTS codes, as outlined below:

England North (NUTS Codes UK C-G)

England South (NUTS Codes UK H-K)

Wales (NUTS Code UKL)

Scotland (NUTS Code UKM) Northern Ireland (NUTS Code UKN)

# Lots 2 to 5 Inclusive – Construction Works and Associated Services (Regional Sub-Lots and National Lot)

A Supplier Alliance Member in any of Lots 2, 3, 4 or 5 shall provide access to a full suite of construction works and associated services at locations throughout the UK, aligned to the respective Regional Sub-Lot. The Project Contract values for a project or programme under these Lots are:

- Lot 2: £3 million up to £10 million
- Lot 3: £10 million up to £30 million



- Lot 4: £30 million up to £80 million
- Lot 5: more than £80 million

The regional split is detailed as follows and aligned to the regional NUTS codes, as below:

#### Lot 2 and Lot 3:

England North (NUTS Codes UK C-G)
England South (NUTS Codes UK H-K)

Wales (NUTS Code UKL)
Scotland (NUTS Code UKM)

Northern Ireland (NUTS Code UKN) Lot 4:

England & Wales (NUTS Codes UK C-L)
Scotland (NUTS Codes UKM)
Northern Ireland (NUTS Codes UKN)

Lot 5: National service provision across all UK regions

## Lot 6 – Residential (Regional Sub-Lots)

A Supplier Alliance Member in Lot 6 shall provide access to a full suite of residential construction works and associated services where projects relate to housing and residential accommodation and associated buildings, aligned to the respective Regional Sub-Lot. For clarity, this Lot does not include low-rise multiple occupancy accommodation blocks, such as nursing, military and student accommodation, which would be provided under Lots 1 - 5.

This Lot covers all Project Contract values.

The regional split is detailed as follows and aligned to the regional NUTS codes, as below:

England North (NUTS Codes UK C-G)
England South (NUTS Codes UK H-K)

Wales (NUTS Code UKL)

Scotland (NUTS Code UKM) Northern Ireland (NUTS Code UKN)

# Lot 7 – High Rise Accommodation (Regional Sub-Lots)

A Supplier Alliance Member in Lot 7 shall provide access to a full suite of high rise accommodation construction works and associated services, where projects relate to housing and/or residential accommodation and associated buildings



that are classed as high rise properties or structures aligned to the respective Regional Sub-Lot.

This Lot covers all Project Contract values.

The regional split is detailed as follows and aligned to the regional NUTS codes, as below:

England North (NUTS Codes UK C-G)

England South (NUTS Codes UK H-K)

Wales (NUTS Code UKL)

Scotland (NUTS Code UKM)

Northern Ireland (NUTS Code UKN)

High rise applies when:

- The number of storeys means occupants need to use a lift to reach their destination; and/or
- The height of a building is beyond the reach of available fire-fighting equipment; and/or
- The height of a building can have a serious impact on evacuation.

Typically this is considered to include buildings of more than 7 storeys or 18 metres in height.

# Lot 8 – Maritime (National Service Provision Across All UK Regions)

A Supplier Alliance Member in Lot 8 shall provide access to a full suite of maritime construction works, ancillary structures and associated services (both inland and coastal), at locations throughout the UK. This work may include, but is not limited to, waterfront facilities including docks, locks, sea walls, slipways, navigation aids and also inland works such as flood defence works.

This Lot covers all Project Contract values.

#### Lot 9 – Airfield (National Service Provision Across All UK Regions)

A *Supplier Alliance Member* in Lot 9 shall provide access to a full suite of airfield construction works, ancillary structures and associated services, at locations throughout the UK. This may include, but is not limited to, "airside" construction i.e. the area of an airport that is within its passport, customs control and security checks.

This Lot covers all Project Contract values.



# Lot 10 – Demolition (National Service Provision Across All UK Regions)

A Supplier Alliance Member in Lot 10 shall provide access to a full suite of demolition and decommissioning works and associated services, at locations throughout the UK. This will include all pre-demolition/decommissioning activities, demolition/decommissioning activities, remediation etc. through to close-down of activities and materials disposal.

This Lot covers all Project Contract values.

# Lot 11 – Construction Management (National Service Provision Across All UK Regions)

A Supplier Alliance Member in Lot 11 shall provide access to a full suite of construction management and associated services, at locations throughout the UK. A Supplier Alliance Member will provide the management of construction Project Contracts and programmes at discrete delivery stages, and/or from inception to completion, and the provision of common site facilities and services.

This Lot covers all Project Contract values.

Note: this Lot will only be appropriate where individual trade and/or work packages are entered into directly by the *Client* or *Additional Client* and not via the Construction Manager.

## 2.6 Project and Service Descriptors

- 2.6.1 The works and services provided by the *Supplier Alliance Member* will support the *Client* and/or *Additional Clients* in the delivery of, but not limited to, the types of construction Project Contract and/or programmes indicated in Annex A (Works and Services Project Type).
- 2.6.2 The existing estate and new build / refurbishments / extensions / alterations / maintenance requirements etc. within the *Additional Clients* estates may vary widely, and is likely to range from historic buildings, structures and infrastructure through to modern 'state of the art' buildings, structures and infrastructure. Projects may include traditional to modular forms of construction and may include, but not be limited to, the works and services outlined within Annex B (Works and Services Service Requirements).
- 2.6.3 The scope required for each project will be specified at Project Contract stage. Indicative works and services matrices are available in Annex A (Works and Services Project Type) and Annex B (Works and Services Service Requirements).



#### 3. Standards

- 3.1. The *Supplier Alliance Member* shall at all times for the duration of this Framework Contract, and the term of any individual Project Contract, comply with the relevant standards for the scope of the works and services required, including but not limited to, the following:
  - 3.1.1. a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent;
  - 3.1.2. an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent;

#### 3.1.3. Not Used

- 3.1.4. Cyber Essential Scheme requirements (see Section 15 Cyber Essentials below) which can be located at <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a> and
- 3.1.5. Business Continuity Plan and Crisis Management Plan.

# 3.2. Building Regulations and Fire Safety for Buildings over 18m tall

- 3.2.1 The *Supplier Alliance Member* shall ensure that their works and services meet any findings and recommendations, as required by the Project Brief, identified by the independent review of Building Regulations and Fire Safety.
- 3.2.2 The Supplier Alliance Member and its Supply Chain are expected to be familiar with the Dame Judith Hackitt report Building a Safer Future, and to be able to deploy the themes of fire safety intent and audit and the information data 'Golden Thread' (collecting fire safety data throughout the project, ensuring it is validated and provides a full audit of signed off systems and details for issue at the end of a project see also Government Soft Landings (GSL) at Section 33 and Building Information Modelling (BIM) at Section 35 below).

## 4. Legislation and Client and Additional Client Processes and Procedures

4.1 The Supplier Alliance Member shall ensure that their works and services are at all times compliant with the Law of the United Kingdom, as applicable to the jurisdiction applicable to the Project Contract.



- 4.2 Such compliance shall include all relevant primary and secondary legislation relevant to the Framework Contract Documents and Project Contract.
  - 4.2.1 The *Supplier Alliance Member* shall support the *Client* and *Additional Clients* in ensuring compliance with all regulations, including the implementation of any relevant procedures.

## 5. Existing Facilities

## 5.1 Working in Existing Assets and Facilities

- 5.1.1 Unless stated otherwise in the Project Brief, the responsibility for the maintenance of the existing building and infrastructure rests with the *Client* or Additional Client.
- Where stated in the Project Brief, the Supplier Alliance Member may be requested to manage the supplier appointed by the Client or Additional Client for the maintenance of the existing building and infrastructure services for the period set out in the Project Brief. The Supplier Alliance Member shall liaise with such suppliers and share any working area with them to the extent that allows the required maintenance to be completed. In any such circumstances the Supplier Alliance Member shall act as the Principal Contractor under the Construction (Design & Management) Regulations 2015 (CDM 2015 Regulations).
- 5.1.3 The *Supplier Alliance Member* shall take all reasonable measures to prevent damage or deterioration of the existing building and infrastructure, to prevent any increase in maintenance over and above that which could be reasonably expected.

#### 5.2 Deliveries

- 5.2.1 The *Supplier Alliance Member* shall comply with the transportation, delivery and loading requirements for plant and materials etc. identified in each Project Brief.
- 5.2.2 The *Supplier Alliance Member* shall provide its Supply Chain with information to ensure that they comply with the relevant requirements in the Project Brief.

## 6. Insurances and Warranties

The Supplier Alliance Member shall ensure that it will have in place and maintain the insurances detailed in the CCS Construction Works and Associated Services Framework Alliance Contract, Schedule 7 paragraph 12.1.1 Insurance Requirements. Individual projects may require additional levels of insurances, which will be detailed in the Project Contract, and the Supplier Alliance Member shall comply with the same.



#### 6.2 Warranties

- 6.2.1 The Project Contract may require the *Supplier Alliance Member* and Supply Chain to provide warranties and/or Parent Company Guarantees for the works and services delivered.
- 6.2.2 Specific warranty and/or Parent Company Guarantee requirements will be defined for each Project Contract.

#### 6.3 Collateral Warranties

- 6.3.1. Where required in the Project Contract, the *Supplier Alliance Member* and Supply Chain shall provide collateral warranties.
- 6.3.2. Specific requirements will be defined for each Project Contract.

#### 7. Resources

- 7.1 The Supplier Alliance Member shall provide personnel who have the relevant qualifications, technical skills and experience for each Lot to which they are appointed. The Supplier Alliance Member shall also ensure that the personnel have appropriate knowledge of the relevant safety and environmental standards, relevant for each Project Contract.
- 7.2 In addition, the *Supplier Alliance Member* shall provide all other requisite resources, plant, equipment, systems etc. for each Lot to which they are appointed.
- 7.3 The *Supplier Alliance Member* shall provide personnel whose standard of security clearance is compliant with each Additional Client's requirements, as stipulated within their Project Contract.
- 7.4 In the event of the absence of personnel previously allocated to a Project Contract, the *Supplier Alliance Member* shall ensure that subsequent replacement personnel shall be of the same level of relevant experience, and have the required level of security clearance.
- 7.5 The Supplier Alliance Member shall ensure that any replacement personnel are agreed in accordance with the provisions of each Project Contract and that suitable arrangements are made for handover to enable a smooth transition.
- 7.6 The *Supplier Alliance Member* shall undertake all reasonable measures to ensure continuity of personnel at both Framework Contract and Project Contract level.

## 8. Compliance with Policies and Procedures

8.1. The *Supplier Alliance Member* shall ensure that all works and services fully comply with all of the policies and procedures detailed at Project Contract stage.



- 8.2. The Supplier Alliance Member shall ensure full compliance with any estate and asset management strategy detailed in the Project Contract and any strategy and/or policy set out by Cabinet Office, Office of Government Property or Government Estate in the delivery of the works and services.
- 8.3. The Supplier Alliance Member shall provide information to update the property and asset records, where any changes to the property and assets results from the Project Contract. See Section 33 on Government Soft Landings.

# 9. Supply Chain

- 9.1. The Supplier Alliance Member shall select its Supply Chain through fair, open and transparent competition. The Supplier Alliance Member shall establish and develop relationships and contractual arrangements with its Supply Chain that are complementary to the relationships and contractual arrangements under the Framework Contract and Project Contract, in line with PPN 01/18 Supply Chain Visibility.
- 9.2. The *Supplier Alliance Member* shall manage its Supply Chain to ensure that the required standards for the delivery of the works and services are consistently achieved.
- 9.3. The *Supplier Alliance Member* shall ensure the co-ordination of all outputs provided by its Supply Chain in the delivery of the works and services, and shall effectively manage all interface risks to provide a seamless service for all Project Contracts.
- 9.4. The Supplier Alliance Member shall have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its Supply Chain. Such processes shall include measurement of the Supply Chain's performance in relation to cost, programme and quality of the works and services delivered.
- 9.5. The Supplier Alliance Member shall improve Supply Chain arrangements to achieve continuous improvement in the delivery of the services, as set out in the Construction Framework Alliance Contract. The Supplier Alliance Member shall also measure any 'added value' provided by its Supply Chain in the delivery of the works and services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.
- 9.6. The Supplier Alliance Member shall ensure the co-ordination of all outputs provided by its Supply Chain in the delivery of the works and services and shall effectively manage all interface risks to provide a seamless service to the Client or Additional Client;
- 9.7. The *Supplier Alliance Member* shall establish and develop relationships and contractual arrangements with its Supply Chain that are complementary to the

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- relationships and contractual arrangements under the Framework Alliance Contract and any Project Contract;
- 9.8. The Supplier Alliance Member shall have robust processes in place to ensure that Project Contract Success Measures and Targets capture the performance of its Supply Chain. The Supplier Alliance Member's Supply Chain will be required to align to the Objectives and Measures included within each Project Contract and the Framework Alliance Contract.
- 9.9. Supply Chain performance management shall include measurement of Success Measures and Targets in relation to cost, programme and quality of the works and services delivered. The *Supplier Alliance Member* shall also measure rework i.e. defect rectification and any 'added value' provided by its Supply Chain in the delivery of the works and services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.
- 9.10. The *Supplier Alliance Member* shall manage its Supply Chain to ensure that the required standards for the delivery of the works and services are consistently achieved 'first time'.
- 9.11. The Supplier Alliance Member shall appoint a responsible duty holder to be accountable for the performance of its Supply Chain and shall advise the Client or Additional Client as to who this is.

#### 10. Policy

- 10.1. The *Supplier Alliance Member* shall support the requirements for works and services by the adoption of measures to improve efficiency and value for money to assist in the achievement of the targets set out in the Government Construction Strategy at both Framework Contract and Project Contract level.
- 10.2. The Government Construction Strategy has a number of key priorities. The Supplier Alliance Member shall provide support for improving efficiency and value for money through measures such as:
  - 10.2.1. strengthening client capability;
  - 10.2.2. advancing digital and data capability;
  - 10.2.3. using and developing fully collaborative digital construction, with appropriate early contractor and Supply Chain involvement;
  - 10.2.4. improving skills and attracting skilled employees;
  - 10.2.5. better utilisation of Supply Chains;
  - 10.2.6. use of fair payment mechanisms;
  - 10.2.7. leadership in whole-life approaches; and
  - 10.2.8. increasing the use of Modern Methods of Construction (MMC) and Design for Manufacture and Assembly (DfMA) approaches.



- 10.3. The *Supplier Alliance Member* shall also support the adoption of measures set out in government policy, guidance and standards including:
  - 10.3.1. Government Soft Landings (GSL);
  - 10.3.2. Building Information Modelling (BIM);
  - 10.3.3. Common Minimum Standards (CMS) for procurement of the built environment in the public sector;
  - 10.3.4. Government Buying Standards;
  - 10.3.5. The Government Buying Standard for Construction Projects;
  - 10.3.6. Building a Safer Future;
  - 10.3.7. Article 6 of the Energy Efficiency Directive;
  - 10.3.8. Procurement Policy Note (PPN) 14/15: Supporting Apprenticeships and Skills Through Public Procurement;
  - 10.3.9. Construction Sector Deal and Transforming Infrastructure Performance; and
  - 10.3.10. Hansford Review of Rail Infrastructure:

https://cdn.networkrail.co.uk/wp-content/uploads/2019/05/The-HansfordReview.pdf

Procuring for Growth Balanced Scorecard

https://www.gov.uk/government/publications/procurement-policy-note-0916-procuring-for-growth-balanced-scorecard

10.1. Government guidance, recommendations and policy requirements will from time to time be updated, amended and withdrawn. The *Supplier Alliance Member* will be expected to adhere to the latest edition at the time of the Project Contract.

## 11. Sustainability

- 11.1. The UK Government is committed to sustainability and places great importance on working with *Supplier Alliance Members* to deliver works and services with sustainability embedded. The *Client* is committed to optimising the positive impact of construction activities and minimising any adverse impacts that construction has on the environment. The *Supplier Alliance Member* shall support the Client, and specific *Additional Client* requirements, in achieving these goals across the lifecycle of the project through the design process, materials selection, construction techniques and construction methods implemented.
- 11.2. The Supplier Alliance Member shall ensure that it adheres to Government guidance and best practice shall provide support to a number of strategic priorities related to the environment within wider Government policy (such as the Greening Government Commitments strategy), which includes, but are not limited to:
  - 11.2.1. Reducing greenhouse gas emissions across the Government estate by 50% by 2025 and by 80% by 2050, as per the 'Green Construction Board' policy;



- 11.2.2. Reducing the amount of waste (including construction waste) generated and diverting waste from landfill;
- 11.2.3. Reducing water consumption, particularly in areas subject to water stress, while increasing water recycling;
- 11.2.4. Adopting a whole life cost approach to design cost and carbon and water reduction in the built environment, and assisting individual *Additional Clients* in meeting departmental targets arising from the Climate Change Act 2008;
- 11.2.5. Increasing liquidity in the Supply Chain through initiatives such as Supply Chain Finance scheme, Project Bank Accounts (PBAs), and the Enterprise Finance Guarantee;
- 11.2.6. Ensuring that Government (through its *Supplier Alliance Members*) purchases more sustainable and efficient products;
- 11.2.7. Ensuring that redundant Information and Communications Technology equipment is re-used (within Government, the public sector or wider society) or responsibly recycled;
- 11.2.8. Using sustainable urban drainage systems where appropriate;
- 11.2.9. Promoting, conserving and enhancing biodiversity, including use of Biodiversity Action Plans or equivalent, and the management of Sites of Special Scientific Interest (SSSIs);
- 11.2.10. Avoiding flooding and helping recovery in the event of flooding and other weather-related hazards:
- 11.2.11. Adopting the application of BRE's Environmental Assessment Methodology (BREEAM)
- 11.2.12. Promoting incorporation of The WELL Building Standard;
- 11.2.13. Delivering apprenticeships;
- 11.2.14. Supporting sustainable skills development through major construction and infrastructure projects, in accordance with Procurement Policy Note (PPN) 06/15;
- 11.2.15. Compliance with the Public Equality Duty to promote diversity, to assist sector capacity and increase the employment of protected groups;
- 11.2.16. Following the principles of the Green Public Procurement (GPP) voluntary instrument:
- 11.2.17. Compliance with Procurement Policy Note (PPN) 16/15, procuring steel in major projects;
- 11.2.18. Compliance with the Timber Procurement Policy dated 20th October 2014;
- 11.2.19. Compliance with Digital Built Britain, including Building Information Modelling (BIM);



- 11.2.20. Embedding Government Buying Standards in departmental and centralised procurement contracts, where appropriate;
- 11.2.21. Improving and publishing data on government Supply Chain impacts;
- 11.2.22. Leadership in whole-life approaches and climate change adaptation;
- 11.2.23. Supporting "green" economic growth by encouraging "green" technologies, promoting innovation, working with small businesses and protecting the environment, whilst also delivering value for money; and
- 11.2.24. The Armed Forces Covenant enacted under the Armed Forces Act 2011.
- 11.3. The Supplier Alliance Member shall work proactively with its Supply Chain to help quantify and reduce the environmental impacts of the works and services. When requested by the Client, the Supplier Alliance Member shall communicate annually on progress and reductions made on the environmental impact of the work and services the Supplier Alliance Member has undertaken, in accordance with the terms of the CCS Construction Works and Associated Services Framework Alliance Contract. The Supplier Alliance Member may also be required to report on other specific achievements, the detail of which will be noted in the Project Contract.
- 11.4. Where specified within the Project Contract, the *Supplier Alliance Member* shall ensure that the delivery of the works and services are fully compliant with the relevant BREEAM standard and/or that targets for carbon reduction, waste reduction and water consumption, set out therein, are achieved.
- 11.5. The Supplier Alliance Member shall comply with the legislative requirements and shall ensure that any goods required by the Supplier Alliance Member to fulfil the works and service requirements are compliant with the Energy Efficiency Directive (EED). All office equipment including network and desktop printers and multifunctional devices, which are wholly or partially used by the Supplier Alliance Member for the delivery of the works and services, shall meet the requirements of the EED. It should be noted that this requirement does not necessitate that a Supplier Alliance Member is required to upgrade their existing equipment. However, any new equipment purchased for the purposes of delivering the works and services shall meet the levels set out in the EED.
- 11.6. If requested by the Client, the *Supplier Alliance Member* shall make a declaration of compliance no less frequently than on an annual basis regarding the purchase of any new equipment purchased either wholly or partially to the delivery of the works and services, as covered in the EED.
- 11.7. The Supplier Alliance Member shall deliver the obligations in respect of CO2 reporting requirements, on travel undertaken as part of the delivery of the works and services. CO2 emissions shall be calculated in accordance with the DEFRA guidelines for measuring environmental impacts. The Supplier Alliance Member shall ensure that the version used for calculation is current at the time the figures are produced. The current version may be accessed using the link below:

  <a href="https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses">https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses</a>

- Crown Commercial Service
- 11.8. The Supplier Alliance Member shall operate a waste management system, which adheres to the Project Contract requirements, which may include exceeding regulatory requirements. Requirements shall be defined for each Project Contract.
- 11.9. The Supplier Alliance Member shall, as part of each Project Contract:
  - consider and propose methods for designing out waste and designing for destruction;
  - · provide a Site Waste Management Plan; and
  - report on waste performance and, where specified, via an online tool.
- 11.10. The Supplier Alliance Member must adhere to the specific requirements regarding the salvaging of materials, ownership of salvaged materials and storage / removal of salvaged materials. The specific requirements will be defined in each Project Contract.
- 11.11 Considerate Constructors Scheme (<a href="https://www.ccscheme.org.uk/ccs-ltd/code-of-considerate-practice-2/">https://www.ccscheme.org.uk/ccs-ltd/code-of-considerate-practice-2/</a>) If not already a Company member, the Supplier Alliance Member shall, within 7 days of Framework Contract Award, procure a Company Registration to the Considerate Constructors

  Scheme (<a href="https://www.ccscheme.org.uk/register/register/">https://www.ccscheme.org.uk/register/register/</a>) and maintain Company membership for the duration of the framework.
- 11.11 The *Supplier Alliance Member* shall also register each individual Project Contract site (and, where necessary, pay additional site registration fees) and ensure that the principles of the Code of Considerate Practice are adhered to by themselves and their supply chain when delivering awarded contracts.

## 12. Small and Medium-sized Enterprises (SMEs)

- 12.1. Supplier Alliance Members shall provide opportunities for the inclusion of SME's in their supply
- 12.2. Supplier Alliance Members shall widely advertise all contract opportunities as per PPN 07/16
- 12.3. Supplier Alliance Members shall consider the following when tendering for contracts in their supply chain:
  - 12.3.1 Contracts are broken into "Lots" to facilitate bids from small producers;
  - 12.3.2 Contract documents are simplified, with a degree of standardisation. Requirements are clearly stated, up front;
  - 12.3.3 Contract lengths are geared to achieve the best combination of price and product;
  - 12.3.4 Longer-term contracts are offered to provide stability;
  - 12.3.5 Tenders are widely advertised;
  - 12.3.6 Potential bidders are advised on how to tender for contracts;
  - 12.3.7 Projects to help small producers do business are undertaken;
  - 12.3.8 Social enterprises are encouraged to compete for contracts;

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- 12.3.9 Small producers and Supplier Alliance Members are made aware of subcontractors/suppliers, so that they know who to do business with; and
- 12.3.10 Competition on quality rather than brand.

## 12.4. Fair Treatment of Suppliers

- 12.4.1 Supplier Alliance Members of works and/or services provide fair and prompt payment terms for their Supply Chain (e.g. 30 days maximum).
- 12.4.2 Length of contracts and notice period are agreed fairly with suppliers.

## 13. Data Management and Management Information

- 13.1. The Supplier Alliance Member shall provide the required Management Information completed on the recommended template, in accordance with CCS Construction Works and Associated Services Framework Alliance Contract Schedule 7 paragraph 6.2 and the data set out in each Project Brief. This may cover a number of elements, including but not limited to, evidence of Social Value and value for money, for example.
- 13.2. The Supplier Alliance Member shall provide the data each month, or upon request, as set out in CCS Construction Works and Associated Services Framework Alliance Contract Schedule 7 paragraph 7 and Project Brief, and within the required timeframe to enable timely decision making, and to prevent any adverse impact to the delivery of the Project Brief. Where data is to be provided by the Supply Chain or third parties, the Supplier Alliance Member shall ensure that adequate notice is given to allow for its timely provision.
- 13.3. The *Supplier Alliance Member* shall ensure that all data held is up-to-date and accurate. The *Supplier Alliance Member* shall notify and thereafter rectify all non-conformances and shall notify all relevant parties.
- 13.4. All data held by the *Supplier Alliance Member* shall be held in accordance with the Framework Contract, or as otherwise specified in the Project Brief.
- 13.5. The *Supplier Alliance Member* shall, as a minimum, meet the requirements of the Government Digital Service Open Standards.
- 13.6. The *Supplier Alliance Member* shall provide data, as requested, to assist with third party enquiries as noted in the Project Brief.
- 13.7. The Alliance Manager shall collect project data from the Supplier Alliance Member. This data will be utilised to enable benchmarking and to monitor trends and performance in a standardised manner across the Framework Contract. All data will remain with the *Client* on a secure web-based system and will not be accessible by other Supplier Alliance Members.
- 13.8. Commercial confidentiality will be maintained, where summarised data is made available to other Parties, for the purposes of reporting and benchmarking.



## 14. Data Security

14.1. This section describes the mandatory data security requirements that the Supplier Alliance Member shall fulfil in its entirety as part of the delivery of the works and services. The Supplier Alliance Member shall also have regard to the Government Data Protection Regulations 2016 (GDPR) as set out in Schedule 6 of the CCS Construction Works and Associated Services Framework Alliance Contract and the Government Security Classification 2014, which may be accessed using the link below:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment data/file/715778/May-2018 Government-Security-Classifications-2.pdf

- 14.2. The Supplier Alliance Member shall recognise that some data provided under the Framework and in Project Contracts will be protectively marked and/or may contain potentially sensitive information. The Supplier Alliance Member shall protect such data, in accordance with the security classification, and shall also ensure that GDPR compliant data management systems are in place. Further information and/or requirements in respect of sensitive data will be provided in the Project Contract.
- 14.3. The data security classification for this Framework Contract shall be OFFICIAL TIER.
- 14.4. If Project Contracts require a security classification in excess of OFFICIAL TIER, this will be specified within the Project Contract e.g. List X and/or enhanced security classifications. <a href="www.gov.uk/government/publications/security-requirements-for-listx-contractors">www.gov.uk/government/publications/security-requirements-for-listx-contractors</a>

#### 15. Cyber Essentials Scheme

- 15.1. The Supplier Alliance Member shall demonstrate that they meet the technical requirements prescribed by the Cyber Essentials Scheme. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as "Cyber Essentials" and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the services, Supplier Alliance Members shall demonstrate that they have achieved the level of assurance known as "Cyber Essentials".
- 15.2. Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

  <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a>
- 15.3. The Supplier Alliance Member shall demonstrate that it meets the technical requirements prescribed by Cyber Essentials by the date of the commencement of the Framework Contract.
- 15.4. The *Supplier Alliance Member* shall demonstrate this in one of the ways listed below:

- 15.4.1. The Supplier Alliance Member has a current and valid basic level Cyber Essentials Scheme Certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- 15.4.2. The Supplier Alliance Member does not have a current and valid basic level Cyber Essentials Scheme Certificate, which has been awarded by one of the Government approved Cyber Essentials accreditation bodies, but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials Scheme Certificate by one of the Government approved accreditation bodies by the Framework Contract Commencement Date; or
- 15.5. The Supplier Alliance Member shall, throughout the Framework Contract and any Project Contract, renew its Cyber Essentials Scheme Certificate immediately after the expiration of a period of twelve (12) consecutive months from the date that the same was first issued or last renewed; or, where the Supplier Alliance Member does not have a Cyber Essentials Scheme Certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of twelve (12) months from any date that such evidence was provided, provide the Client with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 15.6. For some projects a Cyber Essentials Scheme Plus Certificate may be required and this will be noted in the Project Contract. In such cases a Cyber Essentials Scheme Plus Certificate, will need to be obtained and maintained, as set out above in respect of Cyber Essentials.
- 15.7. Where stated in the Project Contract, the *Supplier Alliance Member* shall ensure that its Supply Chain has a Cyber Essentials Scheme Certificate or Cyber Essentials Scheme Plus Certificate.

## 16. Personnel Security

- 16.1. Basic Personnel Security Standard (BPSS) clearance will be required as a minimum for all personnel for all Project Contracts.
- 16.2. Security Clearance (SC) and/or Developed Vetting (DV) may be required for some Project Contracts.
- 16.3. If required by the *Client* and/or *Additional Client*, the *Supplier Alliance Member* shall ensure that its personnel undertake and comply with all personal security clearance vetting prior to the receipt of 'Official Sensitive' or higher security classified documentation.
- 16.4. The *Supplier Alliance Member* shall remove any personnel who fail the security vetting from the provision of the Project Contract until such time as the conditions no longer exist that resulted in the failure. Such personnel will then be eligible for a re-application for security clearance vetting.

16.5. The availability of the requisite number of personnel with the relevant qualifications, technical skills and/or experience may impact upon the Supplier Alliance Member's participation in a Project Contract.

## 17. Health and Safety

- 17.1. The *Supplier Alliance Member* shall fully understand their duties under Construction (Design and Management) Regulations 2015 and must discharge these duties accordingly.
- 17.2. Application of Construction (Design and Management) Regulations 2015 will be identified for each Project, the requirements of which the *Supplier Alliance Member* shall implement accordingly.
- 17.3. Where specified, the *Supplier Alliance Member* shall act as the Principal Contractor and/or Principal Designer.
- 17.4. The Supplier Alliance Member shall manage health and safety in line with the requirements for individual Project Contracts which may include, but is not limited to:
  - 17.4.1. undertaking, managing and monitoring risk assessments;
  - 17.4.2. the provision of safe systems of work, including method statements and permits to work;
  - 17.4.3. applying for permits to work;
  - 17.4.4. ensuring adequate resources are available to undertake works in compliance with all Law and the *Client* and *Additional Clients* health and safety policies;
  - 17.4.5. ensuring that all relevant documentation is available on site at all times;
  - 17.4.6. conducting regular site inspections;
  - 17.4.7. reporting of hazards and risks;
  - 17.4.8. monitoring, following up and reporting on corrective actions and non-conformances as they are identified;
  - 17.4.9. monitoring and reviewing incident reports, third-party reports for example Health and Safety Executive (HSE) and complaints;
  - 17.4.10. holding regular health and safety meetings with all relevant stakeholders as required;
  - 17.4.11. ensuring that all of their employees and supply chain have the correct training, knowledge and equipment to carry out the works safely (including relevant induction);
  - 17.4.12. conducting and reporting on regular safety inspections as required;
  - 17.4.13. occupational health in line with OHSAS 18001 or 45001, Occupational Health and Safety Assessment Series;



- 17.4.14. co-ordinating and co-operating with the *Additional Clients*' representatives, as required;
- 17.4.15. establishing and maintaining effective housekeeping to support a safe environment;
- 17.4.16. ensuring that its Supply Chain is competent (by undertaking a relevant health and safety assessment to establish this); and
- 17.4.17. managing its Supply Chain engaged on the works and services.

# 18. Quality Control

- 18.1. The *Supplier Alliance Member* shall prepare and implement a quality plan for each Project Contract. This plan will cover, but is not limited to, the following areas:
  - 18.1.1. roles and responsibilities;
  - 18.1.2. communications and governance;
  - 18.1.3. quality, time, risk and price monitoring, reporting and control;
  - 18.1.4. Supply Chain management;
  - 18.1.5. project specification controls;
  - 18.1.6. inspections, witnessing and commissioning;
  - 18.1.7. detailed design, sign off and audit, when design by the *Supplier Alliance Member* is included in the Project Contract.
  - 18.2. The *Supplier Alliance Member* shall test the works and services against the specification and performance requirements set out in the Project Contract.
- 18.3. In addition to *Supplier Alliance Member* administered inspections, the Project Contract may also prescribe inspection of the works and services to be undertaken by a third party. The *Supplier Alliance Member* may also be subject to regulatory and/or other inspections including, but not limited to, those undertaken by:
  - 18.3.1. Health and Safety Executive (HSE);
  - 18.3.2. building control;
  - 18.3.3. planning inspectorate(s);
  - 18.3.4. insurance inspections;
  - 18.3.5. environmental health officer;
  - 18.3.6. fire officer;
  - 18.3.7. Crown Property Fire Inspection Group; 18.3.8.
  - archaeologists; and
  - 18.3.9. funding bodies.



## 19. Risk Management

- 19.1. The *Supplier Alliance Member* shall work with its Supply Chain to proactively manage project risks, and undertake value engineering and value management, to deliver mutual benefits and the most successful outcome for the Project Contract.
- 19.2. The *Supplier Alliance Member* shall work with its Supply Chain to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each Project Contract, which reflects the risk allocation to be utilised within the Project Contract and the roles and responsibilities set out therein.
- 19.3. The Supplier Alliance Member shall review and update the risk register with its Supply Chain, not less frequently than a monthly basis, or as otherwise set out in the Project Contract.

#### 20. Communications and Co-operation

- 20.1. The *Supplier Alliance Member* shall ensure successful delivery of the Project Contract by establishing and complying with specified communication procedures, as detailed in the Project Contract.
- 20.2. The *Supplier Alliance Member* shall ensure that sufficient notice is provided in each Project Contract to ensure that all necessary decisions may be made in accordance with the Project Contract in a timely manner, and does not adversely impact upon delivery of the works and services and/or Project Contract.
- 20.3. The *Supplier Alliance Member* shall cooperate with all appropriate parties at all times in accordance with the spirit and terms of the Project Contract.
- 20.4. The *Supplier Alliance Member* shall attend all meetings, to deal with all matters appertaining to the delivery of the project, in accordance with the Project Contract.
- 20.5. The *Supplier Alliance Member* shall work with *Additional Clients* and all other team members to progress a project through each phase and ensure the successful transition.
- 20.6. The Supplier Alliance Member shall work with the Additional Client during the post-construction phase, and provide a detailed handover to enable the Additional Client to operate and maintain the facility safely and effectively.
- 20.7. When launching a phase of a project, the *Supplier Alliance Member* shall work with the *Additional Client* to understand and achieve the *Additional Client's* project objectives as set out in a Project Brief.
- 20.8. The Supplier Alliance Member shall continue to work with the Additional Client, and all other team members, from the launch of a project to the handover at the end of a project. The Supplier Alliance Member shall ensure a successful handover, with minimal defects, to end user at practical completion and provide the Additional Client with plans on how you will manage defects rectification and other post-construction works.

- 20.9. The Supplier Alliance Member shall ensure they can deliver the works and services in challenging environments, including but not limited, to those subject to high security and/or occupation by the public or vulnerable people, and support Additional Clients' requirements in terms of security and welfare of both facilities and people.
- 20.10. The *Supplier Alliance Member* shall engage with all project stakeholders, including statutory undertakers and neighbouring building occupiers, where applicable, and from these activities the *Supplier Alliance Member* shall deliver all project benefits detailed in a Project Brief.

# 21. Account Management

- 21.1 The *Supplier Alliance Member* Representative shall have a minimum of ten years' relevant industry experience.
- 21.2 The Supplier Alliance Member shall also provide a deputy Supplier Alliance Member Representative with a minimum of five years' relevant industry experience, and shall ensure that continuity is maintained during any periods of absence.
- 21.3 The *Supplier Alliance Member* Representative shall promote, deliver and communicate transparency of pricing and savings, and shall provide the *Client* with the following, as a minimum:
  - 21.3.1 An agreed summarised Continuous Improvement Plan, to be submitted three (3) months after the Framework Contract Commencement Date, with quarterly communication of progress on actions. The entire Continuous Improvement Plan shall be updated annually for the duration of the Framework Contract;
  - 21.3.2 A quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to delivery of the works and services; and
  - 21.3.3 A bi-annual report, to an agreed format, on the innovative proposals by the Supplier Alliance Member, alongside expected benefits focussing on carbon reduction and whole life cost improvements. The innovations do not need to have been accepted.
- 21.4 The Supplier Alliance Member Representative shall attend Supplier Alliance Member Review Meetings with the Client, in accordance with the requirements of Framework Schedule 7: Framework Management. The frequency of these meetings shall be as agreed within the Project Contract.
- 21.5 The Supplier Alliance Member shall provide each Additional Client with a named Customer Relationship Manager, with relevant industry experience, to be agreed at the Project Contract stage. The level of account management provided by the Supplier Alliance Member shall be proportionate to the size and requirements of each Additional Client.



- 21.6 The Customer Relationship Manager shall hold quarterly or biannual operational service review meetings with the Additional Client, as agreed within the Project Contract.
- 21.7 The *Supplier Alliance Member* shall keep records, provide audit access and provide open book data as detailed in Clause 18 (Records, Audit Access and Open Book Data) of the Framework Contract, and shall provide transparency reports in accordance with the requirements of Framework Schedule 6: Transparency Reports.
- 21.8 The *Supplier Alliance Member* shall provide Continuous Improvement Plans, in accordance with CCS Construction Works and Associated Framework Alliance Contract Schedule 2: Timetable.

## 22. Complaints Procedure

- 22.1 The *Supplier Alliance Member* shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the *Client* and *Additional Clients*.
- 22.2 The complaints procedure shall comply with the following:
  - 22.2.1 All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt;
  - 22.2.2 All complaints shall be resolved within ten (10) working days of the original complaint being made, unless otherwise agreed with the Additional Client:
  - 22.2.3 All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint; and
  - 22.2.4 The Supplier Alliance Member shall analyse and identify any pattern of complaints and bring these to the attention of the Client during Supplier Alliance Member Review Meetings, in accordance with CCS Construction Works and Associated Services Framework Alliance Contract Schedule 7: Framework Management.
- 22.3 The Supplier Alliance Member shall have in place an escalation route for any complaints that have not been resolved within the specified timescales, as detailed in Clause 47 the CCS Construction Works and Associated Services Framework Alliance Contract Schedule 6 Part 2, paragraph 19 (Complaints handling).
- The Supplier Alliance Member shall provide the Client with one consolidated report per quarter for the duration of this Framework Contract, including all Project Contracts that run beyond the expiry of the Framework that captures all complaints, and any additional complaints processes, including escalation and reporting requirements.

These reports shall include:

the date the complaint was received;



- · complainant contact details;
- the nature of the complaint and actions agreed and taken to resolve the complaint; and
- any changes to the programme and learning from experience.

#### 23. Mobilisation

- 23.1 The *Supplier Alliance Member* shall appoint a Framework Contract mobilisation team, to ensure that the *Supplier Alliance Member* has met all of its obligations as outlined within the Specification, within 30 calendar days of the Framework Contract Commencement Date.
- The Supplier Alliance Member shall prepare a Framework Contract mobilisation plan that is scalable and flexible to reflect any degree of urgency, complexity and/or sensitivity associated with particular requirements, and any change needed in the Supplier Alliance Member's organisation and/or its Supply Chain and/or any required training that will be provided to the Supplier Alliance Members or its Supply Chain personnel.

#### 24. Permits and Consents

- 24.1 The *Supplier Alliance Member* shall liaise with all relevant stakeholders and shall obtain all necessary permits, consents, licences and approvals where required for the proper execution and completion of the works and services for each Project Contract.
- 24.2 Defined responsibilities for the obtaining of permits, consents, licences and approvals will be detailed in each Project Contract.

#### 25. Meetings

- 25.1 The *Supplier Alliance Member* shall attend regular meetings as required, in line with their roles and responsibilities for the full lifecycle of the project, as noted in the Project Contract. This may include, but is not limited to, the following meetings:
  - 25.1.1 procurement;
  - 25.1.2 programme review;
  - 25.1.3 programme / project board;
  - 25.1.4 progress;
  - 25.1.5 *Client* or *Additional Client* reporting;
  - 25.1.6 design / development;
  - 25.1.7 best practice and alliance forums;



- 25.1.8 commercial (including value management and engineering);
- 25.1.9 stakeholder liaison;
- 25.1.10 Supply Chain;
- 25.1.11 health and safety;
- 25.1.12 environmental and sustainability;
- 25.1.13 management; and
- 25.1.14 any other meeting necessary to progress and deliver the works and services.
- 25.2 The *Supplier Alliance Member* and its Supply Chain shall attend and actively participate in the above meetings, as appropriate and relevant.
- 25.3 The *Supplier Alliance Member* shall prepare, collate and issue to those parties noted in the Project Contract all required documentation and pre-reading in good time prior to each meeting.
- 25.4 The *Supplier Alliance Member* is responsible for documenting and keeping comprehensive records of all meetings attended. This includes, but is not limited to, administrative support. These records must be made available to those parties noted in the Project Contract.

# 26. Stakeholder Management

- 26.1 The *Supplier Alliance Member* shall develop a Stakeholder Management Plan (SMP) for the lifecycle of each Project Contract.
- 26.2 The SMP will identify all stakeholders (internal and external), including:
  - · their interest;
  - · level of impact;
  - · change readiness;
  - issues, opportunities and risks; and
  - strategies and actions to address issues, opportunities and risks.
- 26.3 The Supplier Alliance Member shall at all times consult with the Additional Client with regard to managing and communicating with stakeholders.

#### 27. Social Value

27.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes, as well as allowing for national

and local strategies in connection therewith. This Framework

Contract provides a means of embedding social value through
enabling improvements such as community engagement, economic value and
sustainable development as detailed in the Project Contract.

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- 27.2 The Supplier Alliance Member shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Project Contract. The requirements (comply or identify) will be set out in the Project Contract. Examples of Social Value issues, outcomes and measures can be found in the National Themes Outcomes and Measures (TOMs) Framework 2018 for social value measurement, published on The Social Value Portal:

  <a href="https://socialvalueportal.com/national-toms/">https://socialvalueportal.com/national-toms/</a>
- 27.3 Such requirements may include the following:

27.3.1	Creating Supply Chain opportunities for Small Medium-sized
	Enterprises (SMEs);

- 27.3.2 Appointment of apprenticeships and supporting skills development;
- 27.3.3 Providing additional opportunities for individuals or groups facing greater social or economic barriers;
- 27.3.4 Supporting work placements to school children and young adults;
- 27.3.5 Recruitment of locally engaged labour;
- 27.3.6 Recruitment of long-term unemployed labour;
- 27.3.7 Recruitment of Young People Not in Education, Employment or Training (NEET) labour;
- 27.3.8 Recruitment of local Supply Chain partners;
- 27.3.9 Procurement and sourcing of sustainable works, supplies and services; 27.3.10 Encouraging ethical and fair-trade procurement; and
- 27.3.11 Community engagement.
- 27.4 The *Supplier Alliance Member* shall deliver measurable benefits in respect of the Social Value priorities identified in the Project Contract.
- 27.5 The *Supplier Alliance Member* shall record and report performance against the social value requirements detailed in the Project Contract.
- 27.6 The specific requirements will be specified for each Project Contract; this may include:
  - 27.6.1 utilisation of the Social Value Procurement Calculator;
  - 27.6.2 utilisation of the Social Value Measurement Calculator; and
  - 27.6.3 implementing initiatives under the Constructing Excellence Social Value Task Group.
- 27.7 The Additional Client may require completion of social value outcomes via a central system, in addition to any Project Contract requirements. The Supplier Alliance Member will be expected to complete updates as requested.

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- Where required, the *Supplier Alliance Member* shall report to the Service Client and Additional Clients on a monthly basis, or as otherwise agreed. The *Supplier Alliance Member* shall ensure that returns are compiled and submitted within the agreed timescales.
- 27.9 Where implemented, reporting via the Social Value Calculator may include, but not be limited to:
  - 27.9.1 promoting local skills and employment (e.g. local people in employment, opportunities for disadvantaged people, skills for local people);
  - 27.9.2 supporting growth of responsible regional business (e.g. opportunities for SMEs, staff well-being, ethical procurement);
  - 27.9.3 healthier, safer and more resilient communities (e.g. crime reduction, healthier communities, working with the community);
  - 27.9.4 protecting and improving our environment (e.g. climate impact reduction, reduction in air pollution, sustainable procurement); and
  - 27.9.5 promoting social innovation.

## 28. Modern Slavery

- 28.1 Supplier Alliance Members must address the risk of Modern Slavery and exploitation in construction supply chains, in line with the principles set out in the Chartered Institute of Building (CIOB) guidance: Building a Fairer System:

  Tackling Modern Slavery in Construction Supply Chains:

  <a href="https://policy.ciob.org/research/building-fairer-system-tackling-modern-slavery-construction-supply-chains/">https://policy.ciob.org/research/building-fairer-system-tackling-modern-slavery-construction-supply-chains/</a>
- All employers involved in the construction industry must make proper background checks on the agencies who supply them with labour, including where the agency is operating in a supervisory role.
- 28.3 The *Client* recognises the significant risk of modern slavery and labour standards abuses in the construction sector, and the *Supplier Alliance Member* shall recognise and actively manage the risk of modern slavery and exploitation in construction supply chains at Framework Contract level and in the delivery of each Project Contract. The *Supplier Alliance Member* shall cooperate fully with *Client* to help improve performance in the sector as a whole and as part of which the *Supplier Alliance Member* shall become a signatory to the Gangmasters and Labour Abuse Authority (GLAA) Construction Protocol. The Supplier Alliance Member's Continuous Improvement Plan shall include the measures you are taking to improve your management of these risks.
  - 28.3.1 The *Supplier Alliance Member* shall make proper background checks on the agencies who supply them with labour, including where the agency is operating in a supervisory role.



- 28.3.2 The *Supplier Alliance Member* shall ensure that site managers are trained to recognise the signs of trafficking or forced labour. As a minimum, reference should be made to the CIOB 'Building a Fairer System' guidance.
- 28.3.3 The Supplier Alliance Member shall have processes in place to check identity and confirm Right to Work checks both within its supply chain as part of its selection process, and on induction onto site. Worker paid recruitment fees are prohibited. All of the Supplier Alliance Member's labour force and that of its Supply Chain must have written terms and conditions of employment/ engagement before commencing any of the requirements of the Project Contract.
- 28.3.4 The *Supplier Alliance Member* must support worker access to remedy for breaches of labour standards, including modern slavery. All construction sites must include advising personnel on the Modern Slavery Helpline as part of site induction measures, or advertise the existence of the Helpline through other measures such as posters or flyers on site.
- 28.3.5 The *Supplier Alliance Member* is required to agree to the following universal principles:
  - a) employment is chosen freely;
  - b) freedom of association is respected;
  - c) working conditions are safe and hygienic;
  - d) child labour is not used;
  - e) wages are not lower than minimum wage;
  - f) working hours are not excessive;
  - g) no discrimination is practised;
  - h) regular employment is provided; and
  - i) no harsh or inhumane treatment is allowed.
- 28.3.6 The *Supplier Alliance Member* shall ensure that the above conditions are met within their labour recruitment supply chain.



# 29. Employment Policies and Practices

- 29.1 The Government is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is diverse, well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 29.2 The *Supplier Alliance Member* shall take a similar approach through measures including, but not limited to:
  - 29.2.1 A fair and equal 'pay policy' that includes a commitment to supporting the Living Wage, including, for example, being a 'Living Wage Accredited Employer';
  - 29.2.2 Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including, for example, a strong commitment to 'Modern Apprenticeships' and the development of the UK's young workforce;
  - 29.2.3 Promoting equality of opportunity and developing a workforce which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
  - 29.2.4 Support for learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including, for example, no inappropriate use of zero hours contracts;
  - 29.2.5 Flexible working (including, for example, practices such as flexi-time and career breaks) and support for family friendly working conditions and wider work life balance; and
  - 29.2.6 Support for progressive workforce engagement, for example Trade Union recognition and representation or other alternative arrangements to give staff an effective voice.

#### 30. Project Success Measures and Targets Management

- The *Client* seeks to benchmark performance of projects procured under this Framework Contract through the implementation of Success Measures and Targets (please refer to Schedule 1 of the *CCS Construction Works and Associated Services Framework Alliance Contract*) aligned with the 'Construction Sector Deal'. The Deal is reliant on collaboration and is targeted to boost the sector's productivity, through greater investment in innovation and skills, creating new and well-paid jobs and maximising its export potential. It will also reduce the environmental impact, improve the efficiency and reduce whole life cost of new projects and buildings. The priorities of the Deal are as noted below:
  - 30.1.1 Procuring for Value: encouraging construction clients to procure on the

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- basis of whole life value, and to measure the performance of assets and contractors. This will create the market pull for improved construction products and technologies, and drive changes in the business model contractual and payment practices.
  - The Supplier Framework Member shall at all times work with Additional Clients to support the Government's published strategic ambitions to embed Whole Life Value throughout their estate.
  - 30.1.2 Industry-led Innovation: delivering greater investment in the development and commercialisation of digital and manufacturing technologies, to significantly improve productivity, quality, sustainability and safety of infrastructure and buildings.
  - 30.1.3 Skills for the Future: increasing investment in skills development and adopting a more strategic and co-ordinated approach to recruitment, and equipping workers with the skills and related training, such as health and safety.
  - 30.1.4 Exports and International: developing a competitive advantage for the UK construction sector, through adopting new technologies and a more co-ordinated approach to bidding for projects overseas.
  - 30.1.5 The specific Success Measures and Targets will be aligned with the above and will be detailed in each Project Brief. They are likely to include:
    - a) health and safety performance (see Section 17 above);
    - social value (see Section 27 above);
    - c) use of SMEs (see Section 12 above);
    - d) value for money, cost benchmarking, product value, time/cost predictability (see Section 31 below);
    - e) appropriate uses of technology and productivity (see Section 32 below);
    - f) sustainability initiatives (see Section 11 above); and
    - g) end user feedback (see Section 33 Government Soft Landings for details on post occupancy evaluation below).
- The *Supplier Alliance Member* shall manage, collect and collate data and provide reporting on Success Measures and Targets, in line with the Framework Contract and the specific Project Brief requirements, as set out in Section 13 above (Data Management and Management Information).
- 30.3 The *Supplier Alliance Member* shall manage, collect and collate data from its Supply Chain. They will be required to align to the Success Measures and Targets included within the Framework Contract and each Project Brief, as also set out in Section 13 above (Data Management and Management Information).
- 30.4 The *Supplier Alliance Member* shall undertake programme (schedule) management and change management, to ensure the mitigation of time and cost



impacts arising from both project change and contractor delays, and assure that the Project Success Measures and Targets detailed in a Project Brief are met.

## 31. Whole-life Value for Money

- 31.1 The *Client* aspires to improve the way in which major projects and infrastructure are delivered, including achieving improved buildings and infrastructure performance and whole-life value for money.
- In line with the National Audit Office and HM Treasury approach, value for money is the optimal use of resource to achieve the intended outcomes where 'optimal' means 'the most desirable possible given expressed or implied restriction or constraints' and is therefore not necessarily about achieving the lowest initial price. For clarity achieving optimal whole-life value for money is the aim of this Framework Contract, except where other express Success Measures and Targets are set out in the Project Brief.
- 31.3 To assist with the delivery of the foregoing the Supplier Alliance Member shall identify means to improve health and safety performance, accelerate the construction schedule, enhance efficiency and/or reduce the cost of construction, maintenance, occupation and operation and/or achieve alternative benefits to the extent required as set out in each Project Brief while ensuring that overarching project objectives and specifications are delivered and to effectively manage any risks.
- 31.4 The *Supplier Alliance Member* shall undertake the works and services for the scope of the life cycle requirements set out in each Project Brief to achieve value for money. The *Supplier Alliance Member* shall note that this may require the adoption of different approaches to support the following:
  - 31.4.1 lower building energy consumption over the operational life span of the project;
  - 31.4.2 a reduction in maintenance requirements/frequency;
  - 31.4.3 extended service lives of services infrastructure/systems and/or building fabric resulting in fewer replacement intervals and operational disruption; and
  - 31.4.4 dismantling and recycling or reuse of building components.
- 31.5 The *Supplier Alliance Member* shall note that the opportunity to optimise whole life value for money is greater the earlier in the design stage that this is considered.
- 31.6 When the *Supplier Alliance Member* is required to provide works and services for a number of life cycle stages, this may require the *Supplier Alliance Member* to contract on terms and conditions appropriate for each stage as detailed in the relevant Project Contract used for example NEC3, JCT, PPC etc.
- 31.7 In order to evidence the Project Success Measures and Targets which are set out in the Project Brief, the *Supplier Alliance Member* is required to undertake the



works and services, data collection and benchmarking in line with industry best practice and guidance. This includes, but is not limited to the Infrastructure and

Projects Authority (IPA) Transforming Infrastructure Performance (TIP) plan, to increase effectiveness of investment in social and economic infrastructure.

- 31.8 The Supplier Alliance Member shall monitor, capture and report to the Additional Client and /or Alliance Manager on Project Success Measures and Targets, evidencing value for money as detailed in each Project Brief. The value for money reporting requirements in each Project Brief may cover all or a number of the three criteria used by the National Audit Office (NAO) in assessing value for money of Government spending: 31.8.1 economy (spending less)
  - 31.8.2 efficiency (spending well); and
  - 31.8.3 effectiveness (spending wisely).
- 31.9 Additionally, the value for money assessment will also be informed by the measurement of the value of the product delivered in order to benchmark approaches to design and project programming and delivery. The Project Brief may therefore require the *Supplier Alliance Member* to provide a cost component breakdown to provide a 'value of product' calculation to help demonstrate the effective expenditure of budgets. The cost component breakdown may include:
  - 31.9.1 materials;
  - 31.9.2 constructor risk and fees;
  - 31.9.3 site overheads / preliminaries (management, plant and Supply Chain) for the *Supplier Alliance Member* and its Supply Chain;
  - 31.9.4 Supplier Alliance Member overheads and profit;
  - 31.9.5 Supply Chain overheads and profit;
  - 31.9.6 client risk and feed (excluding and including design); and
  - 31.9.7 other costs, such as specific security measures.
- 31.10 This methodology is based on the 'lean' approach to help drive value formoney, as further detailed below.

## 32. Lean Approaches to Design and Project Programming and Delivery

- 32.1 The 'Construction 2025' report sets out the efficiency challenges targeted by Central Government. The targets of 50% Faster Delivery, 33% Lower Costs (Whole Life-Cycle Costing) and 50% Lower Emissions (set against 2010 benchmarks) are challenging deliverables and will require different approaches to existing design and project delivery methods. It is therefore a requirement that Supplier Alliance Members have a commitment to implementing new 'lean' delivery approaches.
- 32.2 As such, the *Supplier Alliance Member* is expected to understand the concepts of 'lean' and commit to their deployment in focusing on a 'real time' managed focus

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on waste (cost and time) reduction and activity tracking, such that prompt and insightful activity data can be used to drive an enhanced level of project reporting, supporting timely and focused interventions designed to maintain 'on time delivery' of the projects, and support a continuous improvement learning cycle.

32.3 Lean reporting and/or commercial requirements to be provided/delivered by the Supplier Alliance Member will be defined by the Additional Client in each Project Brief.

# 33. Government Soft Landings (GSL)

- 33.1 Unless specified to the contrary in the Project Brief, the *Supplier Alliance Member* will be required to apply the GSL Framework, including design workshops, commissioning management, fine tuning & post occupancy evaluation.
- 33.2 The Supplier Alliance Member shall implement GSL in line with the guiding principles of the GSL policy, and in accordance with its roles and responsibilities set out in the Project Brief, as follows:
  - as a key element of the design and construction process (thinking of the end at the beginning) maintaining the 'Golden Thread' of the building purpose through to delivery and operation;
  - through early engagement of the end user(s) and inclusion of a GSL champion (if the GSL champion is to be provided by the Supplier Alliance Member, this will be set out in the Project Brief), to direct the engagement set out in the Project Brief. This will include the *Additional Client* and other suppliers appointed for the delivery of the Project Brief during the design/construction/maintenance/operation as relevant to the Project Brief;
  - 33.2.3 commitment to aftercare post construction;
  - 33.2.4 conducting Post Occupancy Evaluation (POE) feedback to capture learning to inform future projects;
  - 33.2.5 production of POE data for storage on the asset information model; and
  - 33.2.6 Building Information Modelling (BIM) to provide fully populated asset data from the BIM model, to support cost reduction of data input to FM asset management systems (e.g. computer aided facilities management (CAFM) system).

#### 34. Operation & Maintenance Manual

- 34.1 Unless specified to the contrary in the Project Brief, the *Supplier Alliance Member* shall provide an operation and maintenance manual, the content of which will be prescribed in the Project Brief, but will include the following as a minimum:
  - 34.1.1 detailed maintenance information and requirements;

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- 34.1.2 witnessing, testing and commissioning requirements
- 34.1.3 building decommissioning and demolition information;
- 34.1.4 non-technical building users' guidance;
- 34.1.5 building log book;
- 34.1.6 building performance requirements and the means of measuring such performance;
- 34.1.7 strategy for energy metering; and
- 34.1.8 requirements for all relevant energy rating schemes e.g. Leadership in Energy & Environment Design (LEED), Building Research Establishment Environmental Assessment Method (BREEAM) or SKA which is a Royal Institute of Chartered Surveyors (RICS) environmental assessment/method for non-domestic fit-outs:

https://www.rics.org/uk/about-rics/responsible-business/ska-rating/

34.2 Unless specified to the contrary in the Project Brief, the operation and maintenance manual shall be developed by the *Supplier Alliance Member* during the design and construction phase. This will be handed over in the pre-handover meetings and will be deemed to be a condition precedent to achieving Practical Completion, or equivalent, on each Project Contract.

## 35. Building Information Modelling (BIM)

- In line with the Government Construction Strategy 2016-2020, all publicly funded capital investment projects shall be BIM Level 2 compliant.
- Under this Framework Contract, the *Client* aspires to integrate BIM throughout the project lifecycle. This includes future developments including those put forward in the Digital Built Britain strategy, for the integration of technologies to transform approaches to building and infrastructure design, development and construction. As such, the *Client* anticipates that during the Framework Contract Period the level of *Supplier Alliance Member* compliance with BIM standards shall increase in Government.
- 35.3 Specific BIM requirements shall be set out in each Project Brief. The roles and responsibilities of the *Supplier Alliance Member* in respect of the BIM requirements will be specified in the Project Brief.
- 35.4 The Employers (Additional Client) Information Requirements (EIR) will be defined in each Project Brief. The *Supplier Alliance Member* will be issued with the EIR and Information Delivery Plan (IDP). When these documents are not issued in the Project Brief and, where specified in the Project Brief, the *Supplier Alliance Member* shall liaise with the *Additional Client* to develop an EIR.
- 35.5 The following will be developed and implemented (for clarity, the roles and responsibilities of the *Supplier Alliance Member* in the development and implementation of the following will be set out in the Project Brief):



- 35.5.1 Project BIM Execution Plan (BEP) pre- and post-contract.
- 35.5.2 Task and Master Information Delivery Plan (TIDP / MIDP) with detail aligning to required data exchange points to agreed level of detail and information;
- 35.5.3 Construction Operations Building Information Exchange (COBie) data exchange requirements; and
- 35.5.4 a project Common Data Environment (CDE).
- Unless specified to the contrary in the Project Brief, the deployment of BIM will be in accordance with the PAS / BS suite of documents including PAS1192-2, PAS1192-3, PAS1192-4 and PAS1192-5. Where these documents are amended, withdrawn or replaced, the level of adoption of the new requirements will be as stated in each Project Brief.
- 35.7 The *Supplier Alliance Member* shall adopt the relevant described additional standards as defined in the Project Brief.
- 35.8 The Project Brief will identify all data security / confidentiality standards required.
- 35.9 The Supplier Alliance Member will ensure that, where required by the Project Brief, it provides Asset Information Models, comprising an Asset Register and Schedule of Accommodation, and shall note that the Asset Register, models, data and information may be utilised for a number of purposes, including but not limited to:
  - 35.9.1 record of 'as constructed' information;
  - 35.9.2 building operations;
  - 35.9.3 maintenance planning and repair;
  - 35.9.4 project planning and optimisation;
  - 35.9.5 35.9.5 security requirements; and
  - 35.9.6 cost modelling.
- 35.10 The Asset Register shall detail all maintainable and commissionable assets to enable schedule of planned preventative maintenance and labour loading.
- 35.11 The *Supplier Alliance Member* is responsible for the evaluation of the capacity and capability of its Supply Chain to conform to the BIM requirement set out in the Project Brief.

#### 36. Modern Methods of Construction (MMC)

36.1 The Government has targeted the increased use of MMC, subject to value for money considerations, as one of the means to, for example, increase the development of manufacturing technologies, to drive UK wide economic growth, to significantly improve the productivity, quality, sustainability and safety of infrastructure and buildings and to increase investment in skills development.

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- 36.2 In line with the above, the *Supplier Alliance Member* shall consider the adoption of MMC in delivery of the works and services where it will deliver the requirements set out in the Project Brief and value for money.
- 36.3 The Supplier Alliance Member shall consider such approaches for the requirements set out in each Project Brief, and shall be proficient in deploying such methods where implemented. This includes, but is not limited to:
  - 36.3.1 use of panelised units produced off-site and assembled on-site;
  - 36.3.2 volumetric construction the production of three-dimensional modular units prior to transportation to site;
  - 36.3.3 hybrid techniques combining panellised and volumetric approaches; and
  - 36.3.4 other MMC such as roof or floor cassettes, pre-cast concrete foundation assemblies, pre-formed wiring looms and mechanical engineering composites.

## 37. Commercial Governance - Project Bank Accounts and Fair Payment

- 37.1. Unless stated otherwise in the Project Brief, the *Supplier Alliance Member* will implement a Project Bank Account (PBA) in order to support the Government's fair payment guidelines under the Government Construction Strategy (GCS). Requirements relating to the PBA will be identified in each Project Brief.
- 37.2. If not already a signatory to the Construction Supply Chain Payment Charter (<a href="http://www.promptpaymentcode.org.uk/cscpc.htm">http://www.promptpaymentcode.org.uk/cscpc.htm</a>), the Supplier Alliance Member shall, within 7 days of Framework Contract Award, become a signatory to the Charter and remain a signatory to the Charter for the duration of the framework.
- 37.3. The *Supplier Alliance Member* shall apply the fair payment commitments in its dealings with its supply chain, agree to be monitored for the purposes of compliance and to consider the performance of its supply chain when awarding contracts.

## 38. Procuring For Growth Balanced Scorecard

38.1 The Supplier Alliance Members must support the *Additional Clients* where required in applying the requirements of PPN 09/16, Procuring for Growth Balanced Scorecard.