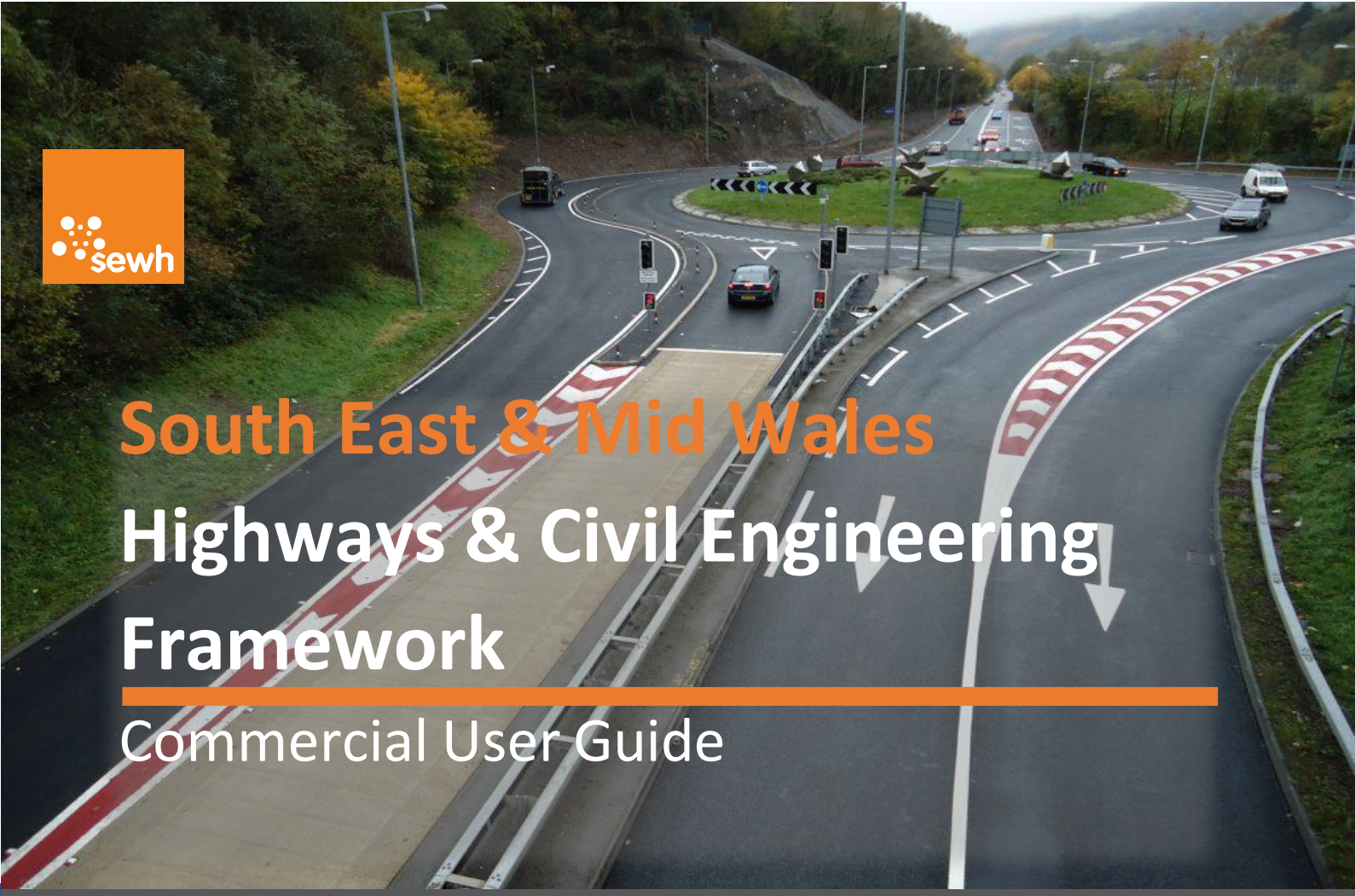


South East & Mid Wales

Highways & Civil Engineering Framework

Commercial User Guide

4th January 2023 – 3rd January 2028

Contents

Definitions 3

Introduction 5

Background 5

The Framework 5

Step 1 - Determine the Contract Value 8

Step 2 – Lotting Structure 9

Step 3 – Expressions of interest 12

Step 4 – Selection Process 14

Step 5 – Contract Selection 16

Step 6 – Preparing the Tender 17

Step 7 - Social Value 20

Step 8 – Contract Administration 23

Appendix A – Quality/ Price Assessment Example 26

Appendix B – Contract Admin Forms (Example) 30

Definitions

Anticipated Contract Value	means the total contract sum or total of Prices for a Call-Off Contract (exclusive of VAT) which it is anticipated will be stated in the Call-Off Contract, at the point when the relevant Potential Employer is considering the appropriate Lot and Selection Process to use for that Call-Off Contract;
Authority	which expression includes any permitted successor to it and any successor to it in the exercise of its functions
Call-Off Contract	means an agreement between one or more Employers and the Contractor to carry out works and/or services for a Construction Project under the terms of this Framework Agreement, in one of the forms set out at Schedules 5 to 12 (inclusive), and, where the context requires, includes a reference to the provisions of the relevant form of Call-Off Contract;
Call-Off Contract Value	means the total contract sum or total of Prices for a Call-Off Contract (exclusive of VAT) stated in the Call-Off Contract upon entering into that Call-Off Contract;
Contracting Authority	bears the meaning given in Regulation 2 of the Public Contracts Regulations 2015;
Employer	means any Potential Employer which enters into a Call-Off Contract or engages the Contractor in respect of a Project;
Framework	means the South East Wales Highways Framework (SEWH) including the Lots forming part of the Framework;
Framework Agreement	means this Framework Agreement including its recitals, terms and conditions, schedules, attachments thereto and any documents referred to as forming part of it;
Framework Contractor(s)	means the Contractor and other Contractors who have been appointed to any Lot or Lot(s) of the Framework;
Framework Levy	means the mandatory 0.75 percent framework management fee payable in accordance with Clause 6.7 (Payments of Framework Levy);
Framework Period	means an invitation to tender for a Call-Off Contract in accordance with Selection Process B within Schedule 4;
Key Performance Indicators (KPIs)	means the key indicators of performance set out in Schedule 21 (Performance Monitoring and Review Regime) against which the Contractor's performance of the Services will be monitored and assessed, and shall be construed to mean the latest agreed version of such KPIs, as reviewed from time to time in accordance with the provisions of Schedule 21;

Lot or Lots	means a lot or lots forming part of the Framework;
Performance Monitoring and Review Regime	means the regime set out in Schedule 21 (Performance Monitoring and Review Regime) for monitoring and reviewing the Contractor's performance of Construction Projects in relation to any Call-Off Contracts, including the KPIs;
Potential Employer	means the Contracting Authorities listed in Schedule 2 (Potential Employers) which may enter into a Call-Off Contract with the Contractor or any successor body to any of them exercising its or their statutory or public functions (or similar functions) and "Potential Employers" shall be construed accordingly;
Request	means a request to enter into a Call-Off Contract in accordance with Selection Process A within Schedule 4;
Scope of Works	means the scope of works and services set out in Schedule 1 (Scope of Works);
Selection Process A	means the Selection Process described as such in Schedule 4 (Selection Processes);
Selection Process B	means the Selection Process described as such in Schedule 4 (Selection Processes);
Selection Processes	means the processes to be followed by Potential Employers in entering into Call-Off Contracts, as set out in Schedule 4 (Selection Processes);
Social Levy	means – a) for Lots 1 to 6 (inclusive), the mandatory social levy defined within the social levy scale in Schedule 14 (Social Value) for those Lots; b) for Lots 7 to 11 (inclusive), should the Potential Employer (at its total discretion) elect not to require Community Benefits under a Call-Off Contract, the optional social levy defined within the social levy scale on Schedule 14 (Social Value) for those Lots, in each case payable in accordance with Clause 6.7 (Payments of Framework Levy and Social Levy);
Termination Date	means the date falling four (4) calendar years after the Commencement Date, unless notice to terminate this Framework Agreement is given in accordance with its provisions, in which case the Termination Date shall be the date upon which such notice takes effect; and
Working Day	means a day other than a Saturday or Sunday, or a public holiday in Wales.

Introduction

Background

This user guide has been provided to assist Contracting Authorities in procuring works using the South East Highways and Civil Engineering Framework. A suite of contract documents has been provided to allow maximum flexibility and a streamlined route to market.

The Framework has been drafted in collaboration with the South East Wales Authorities taking into consideration their needs and preferences for engagement of Contractors for this work.

The Framework

The Authority, acting as lead hosting authority on behalf of itself and the other bodies defined as "Potential Employers" within the Find of Tender Contract Notice, placed an advertisement for this framework agreement, and undertook an compliant 'restricted' procedure procurement exercise.

Key Information of the Framework are the following:

Framework Reference:	
Start Date:	4th January 2023
End Date:	3rd January 2028
FTS Contract Notice Reference:	23501-2021 (2021/S 000-023501)
FTS Award Notice Reference:	

In this user guide, along with the Framework Agreement, the following definitions shall have the following meanings unless the context otherwise provides:

The Framework Agreement will look to develop good working practices with its stakeholders across South East Wales Region, and promote good practice around levers and tools such as:

- Improving sustainability and supply chain management.
- Reducing carbon footprint of construction
- Harmonisation of procedures and information.
- Alignment of priorities and operational activity.
- Added value through community benefits.
- Management of risk, and improved accountability.
- Waste Reduction

The Frameworks will also include opportunities for early contractor involvement and may also incorporate volumetric construction and off-site construction technologies. Continuous improvement, collaboration and measurement by key performance indicators will be features of the Framework.

The contractual arrangements for the Framework are essentially NEC4 conditions. The prices submitted through the Schedule of Rates at tender are subject to annual review process in accordance with the specified appropriate indices detailed in the Framework. Cardiff Council ("Contracting Authority") will be responsible for the administration of this Framework

In July of each year following the Commencement Date, Framework Contractors will have the opportunity to update the Rates in the Schedule of Rates. The rates and percentages contained within the submitted Contract Data Part Two documents (excluding the Direct Fee) are also subject to annual adjustments.

Framework Levy

A levy fee of 0.75% will be payable to the Authority by the Contractor for the management of the Framework.

The Framework Levy and Social Value Levy (where applicable) for different types of Call-Off Contract shall be calculated as follows –

1. for traditional/single stage or supply Call-Off Contracts and all Call-Off Contracts other than those identified in below, the calculation will be based on the Call-Off Contract Value excluding value engineering, provisional sums and variations;

2. for Term Service Contracts, the calculation will be made on a Quarterly basis in arrears, based on the actual sums falling due for payment (excluding any deductions, set-off or liquidated damages falling due under the provisions of the Call-Off Contract) from the Employer to the Contractor under the relevant Call-Off Contract in the immediately preceding Quarter;

For Early Contractor Involvement (ECI) and Design and Build Contracts, the calculation will be made in two stages –

1. at award of Stage One (design) based on the Call-Off Contract Value of the fees and preliminaries for this stage set out in the relevant Call-Off Contract but excluding provisional sums and variations (the "Stage 1 Levy"); and

2. at award of Stage Two (construction) based on the Call-Off Contract Value for this stage including any value engineering opportunities and variations that were identified within Stage One but excluding -

    a. the Call-Off Contract Value under Stage One; and
    b. provisional sums, (the "Stage 2 Levy"); and

3. for Batched Contracts, each Call-Off Contract or Construction Project (as appropriate) will be treated separately and the appropriate method of calculation above (as applicable to the type(s) of Call-Off Contract or Construction Project) will be applied to each Call-Off Contract or Construction Project.

4. The Contractor is not entitled to recovery of the Framework Levy or Social Levy as a line item in an Activity Schedule. The Framework Levy of 0.75% will be calculated from the Call-Off Contract Value of the Call-off Contract.

Step 1 - Determine the Contract Value

Contract Value and Type of Works

Prior to considering the type of contract or procurement route, it is essential to determine a pretender estimate for the works. Consideration should also be given to the type of works that are being undertaken and the amount of risk the Contracting Authorities are prepared to accept. The pre-tender estimate will be used to determine a suitable lot for the works.

Risk

It is recommended that a scheme specific risk register is prepared and priced for each contract at pre-tender preparation stage. The pre-tender estimate and the risk allowance should be used to determine both the Contracting Authorities budget for the scheme and to determine the appropriate Lot. An example of a Risk Register can be provided if required but its acknowledged that each user will have their own procedure to quantify risk.

Step 2 – Lotting Structure

The following table details the specific Lots available for use on the framework.

Lot	Authority	Description	Contractors
Lot 1	Blaenau Gwent, Torfaen, Monmouthshire, Caerphilly and Newport and any Potential Employer based or operating near those areas.	Minor Works up to the value of £150,000 per contract.	Centregreat Engineering Ltd Kordel Ltd Noel Fitzpatrick Ltd Horizon Civil Engineering Limited Connor Construction (South West) Ltd 1st Reserve - DT Contracting 2nd Reserve - Calibre Contracting Ltd 3rd Reserve - Horan Construction Ltd
Lot 2	Merthyr Tydfil, Rhondda Cynon Taf and any Potential Employer based or operating near those areas.	Minor Works up to the value of £150,000 per contract.	Centregreat Engineering Ltd Calibre Contracting Ltd Kordel Ltd Horan Construction Ltd NOEL FITZPATRICK LTD 1st Reserve - Horizon Civil Engineering Limited 2nd Reserve - Connor Construction (South West) Ltd 3rd Reserve - DT Contracting
Lot 3	Bridgend, Vale of Glamorgan, and Cardiff and any Potential Employer based or operating near those areas.	Minor Works up to the value of £150,000 per contract	ERH Communications Ltd Calibre Contracting Ltd Kordel Ltd Horan Construction Ltd Horizon Civil Engineering Limited 1st Reserve - Connor Construction (South West) Ltd 2nd Reserve - DT Contracting 3rd Reserve - Tom Prichard (Holdings) Ltd
Lot 4	Blaenau Gwent, Monmouthshire, Caerphilly and Newport and any Potential Employer based or operating near those areas.	Projects (improvements) up to the value of £150,000 - £500,000 per contract.	ERH Communications Ltd NOEL FITZPATRICK LTD Tom Prichard (Holdings) Ltd Enable Infrastructure Envolve Infrastructure 1st Reserve - Calibre Contracting Ltd 2nd Reserve - Alun Griffiths 3rd Reserve - Horan Construction Ltd

Lot 5	Rhondda Cynon Taf and Merthyr Tydfil and any Potential Employer based or operating near those areas.	Lot 5 – Projects (Improvements) up to the value of £150,000 - £500,000 per contract.	ERH Communications Ltd Calibre Contracting Ltd Walters UK Limited Enable Infrastructure Envolve Infrastructure 1st Reserve - Alun Griffiths 2nd Reserve - Horan Construction Ltd 3rd Reserve - Tom Prichard (Holdings) Ltd
Lot 6	Bridgend, Vale of Glamorgan, Cardiff and any Potential Employer based or operating near those areas.	Projects (Improvements) up to the value of £150,000 - £500,000 per contract.	Centregreat Ltd Walters UK Limited Horan Construction Ltd Tom Prichard (Holdings) Ltd DT Contracting 1st Reserve – Enable Infrastructure 2nd Reserve – Envolve Infrastructure 3rd Reserve - Calibre Contracting Ltd
Lot 7	South East Wales Region	Project (Improvements) up to the value of £500,000 - £2,000,000 per contract.	Centregreat Ltd Alun Griffiths Encon Construction Ltd Walters UK Limited Andrew Scott Ltd 1st Reserve - Horan Construction Ltd 2nd Reserve - Jones Bros Ruthin Co Ltd 3rd Reserve - Knights Brown Construction Limited
Lot 8	South East Wales Region	Project (Improvements) up to the value of £2,000,000 to £5,000,000 per contract.	Centregreat Ltd Alun Griffiths Encon Construction Ltd Andrew Scott Ltd Jones Bros Ruthin Co Ltd 1st Reserve - Knights Brown Construction Limited 2nd Reserve - Walters UK Limited
Lot 9	South East Wales Region	Project (Improvements) up to the value of £5,000,000 to £10,000,000 per contract.	Centregreat Ltd Alun Griffiths Andrew Scott Ltd Jones Bros Ruthin Co Ltd Knights Brown Construction Limited 1st Reserve - Walters UK Limited
Lot 10	South East Wales Region	Surfacing projects up to the value of	Tarmac Trading Limited Centregreat Ltd Hanson Quarry Products

		£10,000,000 per contract.	Breedon Trading Ltd Enable Infrastructure
Lot 11	South East Wales Region	Surfacing Preservation up to the value of £10,000,000 per contract.	Alun Griffiths Road Maintenance Services Ltd
Lot 14	South East Wales Region	Grounds Investigation up to the value of £10,000,000.00 per contract.	RPS Consulting Services Ltd Terra Firma (Wales) Ltd Kordel Ltd Geotechnical Engineering Limited Quantum Geotechnic Limited
Lot 15	South East Wales Region	Drainage Surveys and Cleansing up to the value of £10,000,000.00 per contract.	Carnell Support Services Ltd Draintech Surveys Ltd Amelio

Step 3 – Expressions of interest

SEWH4 has introduced the use of reserve Contractors across most of the Framework lots. In line with the Framework Agreement, Employers must complete an Expressions of Interest Form (available via the website) and send to the Framework Team (sewhighways@cardiff.gov.uk).

The Framework Team will manage this process on the Employer's behalf, issuing the Expressions of Interest to the Contractors on the lot. The Contractors will have 7 days to respond as to whether they are willing to tender for this opportunity.

If Contractors do not wish to tender and have provided a reasonable reason, the Employer may action the ensuring genuine competition clause and invite 1st reserve an opportunity to tender. If any further Contractors decline, 2nd and 3rd reserve may be actioned.

The above process must be undertaken prior to issuing of any tender documentation.

If, in the reasonable opinion of a Potential Employer that confining the Selection Process to the Framework Contractors, would not meet the Potential Employer's requirements or would not deliver competitiveness or value for money, the Potential Employer may invite Contractors from other Lots to participate on the Selection Process by following the process set out in this Clause 7.3 of the Framework Agreement.

The Potential Employer must make it clear in the Invitation to Tender that Contractors from more than one Lot are being invited to tender for the Call-Off Contract, and state which those other Lots are. Where the Potential Employer includes Framework Contractors in other Lots in the Invitation to Tender, all Framework Contractors within each Lot included shall receive the Invitation to Tender and be entitled to participate in the Selection Process.

The Potential Employer may invite Framework Contractors from other Lots to tender for a Call-Off Contract as follows:

- Where the Call-Off Contract falls within any of Lots 1 to 3 (inclusive), the Potential Employer shall issue the Invitation to Tender to all Framework Contractors within the Lot to which the Call-Off Contract relates and may also issue the Invitation to Tender to all Framework Contractors within any one or more other Lots within Lots 1 to 3;
- Where the Call-Off Contract falls within any of Lots 4 to 6 (inclusive), the Potential Employer shall issue the Invitation to Tender to all Framework Contractors within the Lot to which the Call-Off Contract relates and may also issue the Request to all Framework Contractors within any one or more other Lots within Lots 4 to 6;
- Where the Call-Off Contract falls within either of Lots 7 to 9 (inclusive), the Potential Employer shall issue the Invitation to Tender to all Framework Contractors within the Lot to which the Call-Off Contract relates and may also issue the Request to all Framework Contractors within any one or more other Lots within Lots 7 to 9; and
- Where the Call-Off Contract falls within either of Lots 10 or 11, the Potential Employer shall issue the Invitation to Tender to all Framework Contractors within the Lot to which the Call-

Off Contract relates and may also issue the Invitation to Tender to all Framework Contractors within the other Lot within Lots 10 and 11.

- Where the Call-Off Contract falls within any of Lots 14, or 15, the Potential Employer shall issue the Invitation to Tender to all Framework Contractors within the Lot to which the Call-Off Contract relates and may also issue the Invitation to Tender to all Framework Contractors within the Lot within the estimated contract value.
- If the Contractor has been appointed to more than one of the Lots from which Framework Contractors are invited to tender, the Contractor must state from which Lot it is tendering and may only submit one tender for the Call-Off Contract.

Potential Employers that are not allocated a regional Lot may use the Lot which is the closest region to their location or may issue the Invitation to Tender to all Framework Contractors which the Call-Off Contract relates on Lots 1-3 or 4-6.

Step 4 – Selection Process

The principal of transparency equality and non-discrimination is just important as with running a compliant tender process so for instance where a mini competition is used the evaluation criteria should be published within any documentation provided.

Selection Process A – All Lots – Direct Award

The specific work package Bills of Quantities are populated by the Employer with the rates of all tenderers for the respective lot. In order to provide best value, if 80% (or more) items are covered by the schedule of rates, and the value of the rogue items are not expected to exceed 20% of the contract value, the lowest overall Contractor can be offered the work package after discussing the Works Information and Contract requirements.

The schedule of rates are available via RIPAC or if Employer does not have access to the software, then a spreadsheet is available through the website.

The contracting authority may need to obtain rates that may be outside the scope of the Framework rates (Rogue Items) and these should be obtained and reviewed for competitiveness.

These thresholds have been provided for guidance only and it is recommended that each Potential Employer contacts their procurement department for further guidance on this.

Selection Process B – All Lots – Mini Competition

The Call Off Process will be commenced by the Employer issuing a mini competition tender to all Framework Suppliers in the relevant Lot. Please note that Contractors may ONLY be appointed for the lot in which they have been successfully selected for on the Framework.

Except in cases of genuine urgency, the Employer will allow a period of at least 14 days before the deadline for return of tenders

Criteria for assessing a Mini Competition
The following criteria may be used when assessing a Mini Competition Tender

Price – Using the model tender assessment sheet

The model tender assessment sheet assesses the price and the likely cost of changes resulting from a compensation event. The following matrix (provided in the NEC 4 documentation can be used

Exceptional Award of Call-Off Contracts

An Employer may award a Call-off Contract or Call-off Contracts to a Framework Contractor where the Employer is reasonably of the opinion that it needs to award the Call-Off Contract to that Framework Contractor on the basis that any of the following circumstances apply to the Call-Off Works (in whole or in part):

- the Framework Contractor is already working on the Call-Off Site or in close proximity to the Call-Off Site for reasons external to the Framework; or
- reasons of extreme urgency brought about by events unforeseeable by the Employer as defined within 32(2)(c) and 32(4) of the Public Contract Regulations 2015.

Award of further Call-Off Contracts

An Employer may award a further Call-Off Contract or Call-Off Contracts to a Framework Contractor already engaged or previously engaged under a Call-Off Contract, where the Employer is reasonably of the opinion that it needs to award the further Call-Off Contract or Call-Off Contracts to that Framework Contractor as the works under the existing and proposed Call-Off Contracts are linked or can properly be treated as a whole project or single requirement for any of the following reasons –

- for technical or economic reasons, the existing and proposed Call-Off Contracts cannot be performed separately without major inconvenience to the Employer;
- to achieve consistency of design, appearance, technical, functional or other performance requirements; or
- for health and safety or other practical reasons.

Step 5 – Contract Selection

SEWH Framework Contracts

The following standard NEC4 contracts have been developed for use on the SEWH framework and should be carefully chosen depending on the type and complexity of works that are being undertaken. A brief description of each contract is provided below.

Option A Works Contract	Priced contract with activity schedule
Option B Works Contract	Priced contract with bill of quantities
Option C Works Contract	Target contract with activity schedule
Professional Services Contract Options A	Priced Contract with Activity Schedule
Professional Services Contract Option E	Cost Reimbursable Contract
Short Form	NEC 4 Short Form Contract
Batching Contract	
Term Service Short Contract	Supply of People and Equipment only
Supply Contract	Purchase of goods and related services

For further detailed information on the Forms of Contract, please see NEC4 ECC Works Contract User Guide.

Step 6 – Preparing the Tender

It is recommended that the tender documentation contain the following items as a minimum. Individual Contracting Authorities may have their own documentation if they wish.

Invitation To Tender (ITT) – Including instructions for tendering

This should detail all the Contracting Authorities' requirements for the tender submission. It should state the key dates, how, where and when the tenders should be submitted. Many of the Contracting Authorities will have their own established ITT but examples can be provided if necessary. Information that should be included within your ITT are;

The Award Procedure and Evaluation Criteria

The award criteria should be stated in the ITT and clearly defined (Refer to Step 4). Bespoke forward facing project specific quality questions should be prepared if the tender is to be assessed on quality.

Quality/Price/Social Value

The following weightings may be applied *as between Quality/Technical, Price and Social Value criteria and can be amended in increments of +/-5%, with a cap of 30% on Social Value*; and should be chosen appropriately depending on the complexity of the works and the Contracting Authorities requirements.

Quality/Technical	Price	Social Value
80%	20%	0%
70%	20%	10%
70%	30%	0%
60%	30%	10%
60%	40%	0%
50%	40%	10%
50%	50%	0%
40%	50%	10%
40%	60%	0%
30%	60%	10%
30%	70%	0%
20%	70%	10%
20%	80%	0%
10%	80%	10%
10%	90%	0%
0%	90%	10%
0%	100%	0%

The Quality questions should be written on a scheme specific basis and forward facing. It is recommended that at least 1 question addresses the main risk that is expected during the contract. A Tender Assessment Example can be found in **Appendix A.**

Scoring Methodology

Quality/Social Value

The Framework was tendered under a 0-5 scoring methodology; however, it is not mandatory to use this methodology when undertaking your evaluation as long as this is clearly outlined within the Invitation to Tender.

Price

The Framework was tendered on the lowest cost of schedule of rates and scenarios. The Framework allows the flexibility of using different scoring methodologies such as average or narrow average. Employers may use different scoring but must make it clear within the tender documentation.

Invitation to Tender Timescales

The Potential Employer is expected to allow at least a period of four (4) weeks for a traditional Call-Off Contract and a period of between four (4) and six (6) weeks for a design and build Call-Off Contract, before the deadline for return of tenders. The Potential Employer must in any event (except in cases of genuine urgency) allow a minimum of fourteen (14) days before the deadline for return of tenders. The Invitation to Tender or documentation issued with it must clearly state:

a. the date and time of the deadline for return of tenders;
b. the name and contact details of the person nominated by the Potential Employer to deal with any queries concerning the Invitation to Tender;
c. the address or web portal to which the tender should be submitted; and
d. the required format of the tender (including but not limited to numbers of hard or electronic copies) and any other conditions to be imposed by the Potential Employer.

The Potential Employer may extend the tender period upon giving notice in writing to the Framework Contractors of the relevant Lot.

Tenders received after the tender period, or which fail to comply with any conditions imposed by the Potential Employer in accordance with the paragraph above, will automatically be excluded unless the delay or non-compliance was due to the act or omission of the Potential Employer or the failure of any electronic system designated by the Potential Employer for the receipt of tenders (but not including any failure of or by the Framework Contractor's own systems).

Selection Process – Schedule 4 of the Framework Agreement

Potential Employers must include the Schedule 4 either Selection Process A or B within their Tender Documentation. This will inform Contractors that the opportunity is being procured via the framework and provides a checklist of what is to be submitted.

Form of Tender

Usually Contracting Authority specific – Examples can be provided if required

Form of Agreement

Suite of NEC4 Forms of Agreement can be found on the SEWH website (www.sewh.co.uk)

Contract Data Part 1 & 2

The Contract Data Part 1&2 has been supplied for each of the contracts identified in Step 5. The contracts should be completed on an individual contract basis to match the Contracting Authorities requirements. The information required for each contract has been identified in the standard proforma. It should be noted that the delay damages amount should be calculated on a project specific basis. The Delay Damages amount should be a genuine pre-tender estimate of the 'losses expected to the Contracting Authority, due to project overrun. A proposed calculation (example shown below) has been provided which assumes the contract administration will be undertaken by a third-party consultant. The rates and hrs shall be reviewed on an individual contract basis.

Delay Damages Calculation example.

Full time supervision by NEC Supervisor allow 10 hrs per day

	Rate	Hrs	Cost
	£48.35	10	£483.50

Part Time NEC Project Management based on 2 hrs per Day

	Rate	Hrs	Cost
	£71.43	2	£142.86

Part Time Contracting Authorities Administration based on 2hrs per day

	Rate	Hrs	Cost
	£50.00	2	£100

Total damages per day			£726.36

Part A Amendments and Z Clauses

For Selection Process A (Section 4.1) these clauses should remain unaltered or amended. If alterations or amendments are required, Selection Process B should be used (Mini Comp) where the contractor may adjust their rates to include for any additional commitments due to the amendments.

Please see NEC4 ECC Works Contract User Guide for more information.

Step 7 - Social Value

A mandatory Social Levy will be paid by the Contractor to the Framework Team within thirty (30) days of the invoice being received (as dated on the invoice) on Lots 1-6 and 14-15. The Contractor when paying the Social Levy will not be expected to provide a Social Value Plan as an addition to the Social Levy but if they wish to report any inclusive Social Value they can do so.

For Lots 7-11, the Social Levy will be optional whereby the Potential Employer will include within its Request or Invitation to Tender project specific requirements as part of social value.

The Contractor will be obliged to provide a plan of how it will deliver these as part of its submission and cannot request for the Social Levy to be paid as an alternative to providing these specific requirements. The Potential Employer will confirm within its Request or Invitation to Tender if the particular scheme does not lend itself to the delivery of social value and a Social Levy would be paid in its place. The Social Levy percentage will be based on the below scale against the awarded contract sum and be paid to the Authority. This will be collected at the same time as the Framework Levy; i.e. within thirty (30) days of the invoice being received (as dated on the invoice).

Lots	Social Levy
Lot 1 – Minor Works (Renewals) up to £150k	0.75%
Lot 2 – Minor Works (Renewals) up to £150k	
Lot 3 – Minor Works (Renewals) up to £150k	
Lot 4 - Projects (Improvements) £150k - £500k	0.75%
Lot 5 - Projects (Improvements) £150k - £500k	
Lot 6 - Projects (Improvements) £150k - £500k	
Lot 7 – Projects (Improvements) £500k - £2m	0.50%
Lot 8 – Projects (Improvements) £2m - £5m	0.50%

Lot 9 – Projects (Improvements) £5m - £10m	0.25%
Lot 10 – Surfacing up to £10m	Social levy will apply in the following increments: £0.00 - £500,000.00 – 0.75% £500,001.00 - £5,000,000.00 – 0.50% £5,000,001.00 - £10,000,000.00– 0.25%
Lot 11 – Surfacing Preservation up to £10m	
Lot 12 – Supply and Install of Signage up to £10m	
Lot 13 – Road markings up to £10m	
Lot 14 – Grounds Investigation up to £10m	
Lot 15 – Drainage surveys and cleansing up to £10m	

The Social Levy collected by the Authority will be allocated to a Social Levy fund which will be distributed back to Potential Employers to support initiatives focused on but not limited to the following:

1. Apprenticeships (Public / private / shared);
2. Initiatives to reduce short / long term unemployment;
3. Support for veterans;
4. Work Experience / Placements;
5. Targeted Recruitment and Training;
6. Supply Chain Initiatives – support opportunities for small organisations, such as SME, third sector organisations and Supported Factories and Businesses;
7. Educational Initiatives – promotion of the industry through the deliverance of talks and events that target schools and graduates;
8. Contribute to local community in terms of education, regeneration and community engagement.

Social Value Plan

The Contractor shall develop a specific plan for Call-Off Contracts within Lots 7-11 if requested by the Potential Employer with the objective of improving social inclusion and the recruitment of the long

term economically inactive (a “Social Value Plan”). The Contractor shall prepare as part of its Proposals for any Call-Off Contract within lots 7-11, a specific Social Value Plan using the template set out at Appendix A of Schedule 15 of the Framework Agreement.

If successful in the Selection Process, the Contractor shall in discussion with the relevant Employer develop and implement the Social Value Plan for that Call-Off Contract. The Contractor will keep the Social Value Plan under review and develop it throughout the Call-Off Contract to address specific opportunities arising from specific Call-Off Contracts, in discussion with the relevant Employer. The Contractor shall ensure that no current employee of the Contractor or any current employee of any of its sub-contractors (of any tier) become unemployed as a result of implementing a Social Value Plan.

Community Benefits Measurement Toolkit

The Contractor is obliged to submit a Community Benefits Measurement Toolkit quarterly to the Authority. This toolkit must be provided on aggregated schemes/projects of £1,000,000.00 and above on all Lots.

Step 8 – Contract Administration

Standard contract administration forms have been developed for administering the contract on a day to day basis – Refer to Appendix B. These forms are optional for use as the individual Contracting Authorities may have their own.

The Contractor will be expected to complete Key Performance Indictors (KPIs) within 14 calendar days, following the completion of every project/ scheme when requested by the Authority. The KPIs have been split into lot 1-3 and 4-11. Please refer to Appendix C for the KPIs.

Key Performance Indicators - Lots 1-3, and 14

The Contractor will commit to the completion and submission of the below KPIs to the Authority's Framework Management Team within fourteen (14) calendar days, following the completion of every project / scheme when requested by the Authority. If NEC4 Term Service Contract is used the KPIs will be expected to submit the KPIs at the end of the term service. The scoring highlighted in yellow shows the minimum thresholds that need to be met for each scheme/project.

The Contractor will be expected to meet a minimum KPI score for each scheme which it has submitted KPIs for. If a Contractor has a score of under the threshold it will receive a warning notice from the Framework Management Team notifying it of inadequate performance. On the second consecutive occasion the Contractor will have to attend a meeting with the Framework Management Team to discuss its performance on the Framework. On the third consecutive occasion the Contractor will receive a final warning notice. If the Contractor scores under the threshold on four (4) consecutive occasions it will be suspended from bidding for work on all Lot(s) to which it has been appointed until it has shown clear improvement of its performance on the Framework.

Framework Contractors are also expected to meet the minimum threshold for all Key Performance Indicators. If any or all of these KPIs are not met, the Contractor will receive a warning notice from the Framework Management Team notifying it of inadequate performance. If the Contractor scores below these thresholds on any/or all of these KPIs on four (4) consecutive occasions it will be suspended from bidding for work on all Lots(s) to which it has been appointed until it has shown clear improvement of its performance on the Framework.

During this suspension the Contractor will be expected to show clear improvement of its performance on the Framework. This will include completing an improvement plan to the Framework Management Team and attending an improvement meeting. When the Contractor has clearly identified that it has improved to the Framework Management Team, it will then be able to tender for future work on the Framework under the Lot(s) to which it was appointed.

During the suspension period, Potential Employers shall be informed of this suspension and will not invite the Contractor to participate in Selection Processes until told otherwise by the Framework Management Team. If the Contractor is invited to participate in any Selection Processes during this period (excluding those already tendered before the suspension) the Contractor will be obliged to inform the Potential Employer that it will not be tendering due to the suspension.

The Contractor will commit to the completion and submission of the below follow up KPIs to the Authority's Framework Management Team within fourteen (14) calendar days, when requested by the Contracting Authority.

The Key Performance Indicators (KPIs) will cover the following headings:

Framework Level KPIs:

1. Non-bidding (to be reported on six monthly).
2. Carbon Reduction Plan (to be reported on annually).

Project Specific KPIs:

1. Time Predictability – Meeting the Programme
2. Quality - Quality of Work Completed
3. Quality – Target of zero defects at completion
4. Compensation event
5. Agreement of Final Account
6. Time taken to submit the Health and Safety File and as-built drawings to the Employer
7. Non-bidding
8. Failure to report on KPIs

Key Performance Indicators – Lot 4-11 and 15

The Contractor will commit to the completion and submission of the below KPIs to the Authority's Framework Management Team within fourteen (14) calendar days, following the completion of every project / scheme when requested by the Authority. The scoring highlighted in yellow shows the minimum thresholds that need to be met for each scheme/project.

The Contractor will be expected to meet a minimum KPI score a minimum threshold for each scheme which it has submitted KPIs for. If a Contractor has a score of under the threshold it will receive a warning notice from the Framework Management Team notifying it of inadequate performance. On the second consecutive occasion the Contractor will have to attend a meeting with the Framework Management Team to discuss its performance on the Framework. If the Contractor scores under the threshold on three (3) consecutive occasions it will be suspended from bidding for work on all Lot(s) to which it has been appointed until it has shown clear improvement of its performance on the Framework.

Framework Contractors are also expected to meet the minimum threshold for all Key Performance Indicators. If any or all of these KPIs are not met, the Contractor will receive a warning notice from the Framework Management Team notifying it of inadequate performance. If the Contractor scores below these thresholds on any/or all of these KPIs on three (3) consecutive occasions it will be suspended from bidding for work on all Lot(s) to which it has been appointed until it has shown clear improvement of its performance on the Framework.

During this suspension the Contractor will be expected to show clear improvement of its performance on the Framework. This will include completing an improvement plan to the Framework Management Team and attending an improvement meeting. When the Contractor has clearly identified that it has

improved to the Framework Management Team, it will then be able to tender for future work on the Framework under Lot(s) to which it has been appointed.

During the suspension period, Employers shall be informed of this suspension and will not invite the Contractor to participate in Selection Processes until told otherwise by the Framework Management Team. If Contractors are invited to participate in any Selection Processes during this period (excluding those already tendered before the suspension) the Contractor will be obliged to inform the Employer that it will not be tendering due to this suspension.

The Key Performance Indicators (KPIs) will cover the following headings:

Framework Level KPIs:

1. Non-bidding (to be reported on six monthly).
2. Targeted Recruitment & Training (to be reported on six monthly).
3. Carbon Reduction Plan (to be reported on annually).

Project Specific KPIs:

1. Time Predictability – Meeting Programme
2. Quality – Target of zero defects at completion
3. Cost Predictability CEs – Change in costs
4. Compensation events
5. Agreement of Final Account
6. Time taken to submit the Health and Safety File and as-built drawings to the Employer
7. Non-bidding
8. Failure to report on KPIs

Appendix A – Quality/ Price Assessment Example

The Award Criterion for the mini competition is **70% Price and 30% Quality/Technical as detailed below**:

Quality and Financial Submission Requirements

Each tenderer's Total of the prices will be assessed against a maximum score of 70%

1. **Score Based on the Total of the Prices (as per Priced Activity Schedule) – maximum score of 70%**
   The tenderer with the lowest price will receive the maximum score of 70%. The other tenderers scores will be based on the following formula:
   7-% x (lowest tendered total of the price divided by the tenderer's total of the prices)

   Worked Example:

Company	Total of the Prices	Score (70*Lowest Total/Tendered Total)
Tenderer A	£190,000.00	62.63
Tenderer B	£265,000.00	44.91
Tenderer C	£170,000.00	70.00
Tenderer D	£270,000.00	44.07
Lowest Price	£170,000.00	

(The quality score represents 30% of the overall score)

Table 2 Criteria for Evaluation of Quality Submission

Score	Classification
5	Exemplar response, with a high level of substantiating information and detail provided.
4	High quality response, with good level of substantiating information provided.
3	Good standard of response with majority of requirements met, but with some minor reservations.
2	Acceptable basic response with significant reservations but not sufficient to warrant rejection
1	Unsatisfactory Response – Does not meet minimum requirements, is totally unacceptable or is inadequately substantiated.
0	An unanswered response, or a response that does not fulfil the requirement in any way.

Tenderers Quality Statement submission must include comprehensive response to the following questions. The submission will be assessed and scored as detailed below.

The standard restrictions on your response shall be:

(i) The Quality Statement (which comprises of the responses to the three quality questions outlined below) must not exceed the page limit, which is no more than 6 sides of A4 paper. Tenderers should print on both sides of each sheet and may useA3 paper in lieu of A4, however, each A3sheet will count as two A4 sheets. Text must be presented in 'Arial' Font and no smaller than 11 point, single spaced. Note that any drawings, sketches may be appended to the Quality Statement and will not count towards the page limit. Also note that the response quality question 1 (tender programme) will not count towards the page limit.
(ii) The contractor's submission should be structured to mirror the sections and questions below, giving the question number and question at the start of each answer.
(iii) Start each section on a new page and tab each question.

Quality Questions

1. Tender Programme – You should provide a programme identifying how you propose to meet the Contract Completion Date. The programme should be compliant with the NEC Contract requirements and as a minimum, should identify a critical path, risk, float, and lead times for delivery of the permeable paving unit. (Maximum score 10%)
2. Due to previous use of the site, there is a high presence of statutory undertakers' apparatus and private supplies. Describe (using examples previous successful schemes you have completed) how you propose to mitigate damage to these. (Maximum score 5%)
3. Historically, the site has been susceptible to unauthorised access and encampment. Describe your methodology of how you would secure the site to prevent this. (Maximum score 5%)
4. Describe the traffic management proposals that you would implement for this scheme and how you propose to maintain access to the adjacent commercial premises. (Maximum score 5%)
5. Please provide details of how the contract will be managed. The response should discuss roles of key persons identified in the Contract Data Part Two and include an organogram illustrating the project team (excluded from page Limit: the response should clearly identify all Key Subcontractors and suppliers (including the tenderer's designer, if sub-contracted, for Contractor design works) and their areas of responsibility. The response should highlight the criteria used in their selection and their previous experience in delivering similar schemes. The response should include CVs of key personnel. (Maximum score 5%)

Quality Statements will be given quality score and award marks, based on the quality score criteria. The Quality Statement will form 30% of the overall tender score.

Worked Example:

Tenderer A			
Quality Aspect	**Aspect weighting (A)**	**Marks Awarded (B)**	**Quality Score% (C) (AxB=C)**
Question 1	10%	75	7.5
Question 2	5%	68	3.4
Question 3	5%	42	2.1
Question 4	5%	78	3.9
Question 5	5%	21	1.05
		Tenderer A Score	17.95

Tenderer B			
Quality Aspect	**Aspect weighting (A)**	**Marks Awarded (B)**	**Quality Score% (C) (AxB=C)**
Question 1	10%	45	4.5
Question 2	5%	67	3.35
Question 3	5%	79	3.95
Question 4	5%	45	2.25
Question 5	5%	90	4.5
		Tenderer B Score	18.55

Tenderer C			
Quality Aspect	**Aspect weighting (A)**	**Marks Awarded (B)**	**Quality Score% (C) (AxB=C)**
Question 1	10%	78	7.8
Question 2	5%	90	4.5
Question 3	5%	55	2.75
Question 4	5%	90	4.5
Question 5	5%	78	3.9
		Tenderer C Score	23.45

Tenderer D			
Quality Aspect	**Aspect weighting (A)**	**Marks Awarded (B)**	**Quality Score% (C) (AxB=C)**
Question 1	10%	100	10
Question 2	5%	45	2.25
Question 3	5%	22	1.1
Question 4	5%	68	3.4
Question 5	5%	78	3.9
		Tenderer D Score	20.65

Final Tender Assessment

The financial score and the quality score will be added together to determine the Tenderers overall score.

Worked Example:

	Financial Score A (70%)	Quality Score B (30%)	Overall Score A+B
Tender A	62.63%	17.95	80.58%
Tender B	44.91%	18.55%	63.46%
Tender C	70.00%	23.45%	93.45%
Tender D	44.07%	20.65%	64.72%

The Tender would be awarded to Tenderer C.

Appendix B – Contract Admin Forms (Example)

Please see separate documentation on the website.