

**OFFICIAL**



**Tender Number CTM Ref No: 12454  
Tender Documentation**

**Framework Agreement for the Provision of  
Letter of Compliance (LoC) Support Services**

**For  
Dounreay Site Restoration Ltd**

**OFFICIAL**

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**SECTION 1**  
**INTRODUCTION**



**For the attention of the Tenderers**

Dounreay Site Restoration Ltd (DSRL)  
Dounreay, Thurso, Caithness  
KW14 7TZ, Scotland  
Tel: +44(0)1847 802121  
Fax: +44(0)1847 802697  
[www.dounreay.com](http://www.dounreay.com)

2 September 2020

Direct Tel: 01847 802473

Email: [janet.rosie.contracts@dounreay.com](mailto:janet.rosie.contracts@dounreay.com)

### **Invitation To Tender (ITT)**

Dear Sir / Madam

**Tender No.:** CTM Ref: 12454  
**Contract Title:** Framework Agreement for the Provision of Letter of Compliance (LoC) Support Services

On behalf of Dounreay Site Restoration Limited (DSRL) (the *Employer*), I invite you to tender for the above contract opportunity to the terms and conditions in the attached Contract Data and associated documents. Your attention is specifically drawn to the Conditions of Tendering contained in Section 2 of the Invitation to Tender.

Please ensure that you read all the contents contained within this document and that you fully understand the requirements.

Please acknowledge receipt of this Invitation to Tender (ITT) and confirm your intention to submit a Tender by accepting the ITT in the Complete Tender Management (CTM) System no later than one week following receipt of this tender. When submitting the Tender, complete all of the components within CTM. These must be completed by the End Time Quotation (ETQ). Please ensure you allow sufficient time to complete and attach all the relevant information requested.

If you need further information, whether on technical or contractual issues, please use the Tender Information Request Form. The completed forms should be forwarded to the *Employer* via the CTM facility and not by direct contact with any persons. Tender Information Requests Forms can be submitted to the *Employer* via CTM until 1200 on Wednesday 23 September 2020. This allows sufficient time for the *Employer* to provide responses to all such Tender Information Request Forms. The *Employer* will circulate responses to all Consultants, unless the information contained in a response is crucial to the commercial or innovative development of the *Consultant's* proposal. The *Consultant* is required to declare the latter when submitting the form to the *Employer*, however the *Employer's* decision will be final and conclusive. Additionally, Tender Information Request Forms submitted by the various Consultants will remain anonymous.

Consultants shall note that all communications regarding this tender process are to be directed through CTM. Any *Consultant* found to be communicating directly with the *Employer's* staff, in relation to this tender without permission of the Commercial Services, may be disqualified from the tendering process.

The Caithness Chamber of Commerce can provide details on capabilities of local contractors along with products and services which can be obtained in the Caithness area. For further information please contact:

Caithness Chamber of Commerce  
Naver House  
Naver Road  
Thurso  
Caithness  
KW14 7QA

Telephone No: 01847 890076

E-mail: [info@caithnesschamber.com](mailto:info@caithnesschamber.com)

Website: [www.caithnesschamber.com](http://www.caithnesschamber.com)

**Tender documents and all other documents should be uploaded in CTM by 1200 on Monday 5 October 2020.**

Yours faithfully

*Sent electronically without signature*

**Janet Rosie**  
**Procurement Manager**  
**DSRL Commercial Services**

Head of Commercial Approval	
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INFORMATION REQUEST

DSRL ref:	Tender No.:	CTM Ref: 12454
Tenderer's Name:		
Date Response Required:		

Information Required

Response	
Name:	Signature:

## Framework Overview and Contracting Strategy

### Framework Overview

The purpose of this Framework Agreement is for the provision of Letter of Compliance Support Services.

The *Employer* is seeking to award a Framework Agreement to a maximum of 3 (three) Consultants for a duration of up to four years (2+1+1) for the period November 2020 through to November 2024. The initial award will be for a period of two years (November 2020 to November 2022). Thereafter, two further one year extensions can be awarded at the sole discretion of the *Employer*. Any extension to the initial two year period will be based upon the continued requirement for the Framework Agreement and the performance of the *Consultant*.

The estimated cumulative value of the contracts that may be awarded through these Frameworks is £750k.

The maximum value of a Package Order awarded through the Framework Agreement is expected to be £200k. Package Orders above £25k are expected to be subject to mini-competition. However, there will be the provision for the potential direct award of Package Orders up to a maximum of £80k, if a number of criteria are met.

## Contract Strategy

The Framework Agreement will utilise the NEC3 Professional Services Contract.

The *Employer* will award Package Orders for Contracts with defined scopes and clear deliverables which result in Package Orders being tendered against Option A or Option E. However, it should be noted that the *Employer* has a preference for Package Orders tendered against Option A.

The Framework Agreement will utilise the following procedures and processes for the tendering of individual Package Orders (this is the *selection procedure*).

When requested by the *Employer's Agent* to submit a price for a Package Orders, the *Consultant* shall submit their proposal in the following format (this is the *quotation procedure*):

For Option A, the following information (this is the *quotation information*) is provided:

- Completed Activity Schedule
- A Package Order Programme for acceptance by the *Employer's Agent*
- A breakdown of the *Consultant's* man hours by discipline, a breakdown of the Subconsultants man hours by discipline and any travel and subsistence costs used to compile the Price, if requested by the *Employer's Agent*.
- Any other details that the *Employer's Agent* may require in order to monitor the *Consultant's* performance
- Details of any part of the *services* that may be subcontracted out which is included in the Price

For Option E, the following information (this is the *quotation information*) is provided:

- Completed Forecast of the Prices
- A Package Order Programme for acceptance by the *Employer's Agent*
- A breakdown of the *Consultant's* man hours by discipline, a breakdown of the Subconsultants man hours by discipline and any travel and subsistence costs used to compile the Price, if requested by the *Employer's Agent*.
- Any other details that the *Employer's Agent* may require in order to monitor the *Consultant's* performance
- Details of any part of the *services* that may be subcontracted out which is included in the Price

All Package Orders will include declared award criteria and weightings that will be used to undertake the Tender Evaluation Process. This will result in a score being calculated for each Tender that combines the scores from the technical and commercial assessments. The Tenderer with the highest score will be declared as the Preferred Bidder.

Package Orders up to a value of £80k per package could be offered to Consultants that are best placed to fulfil the services required most effectively on a direct award basis. Effectiveness will be assessed in terms of price, timing, scale or knowledge of a project. Any direct award will require the approval of DSRL Commercial Services.



**Tender Assessment Award Criteria and Timescales****Introduction**

This Contract opportunity is advertised through the Official Journal of the European Union (OJEU), Compete Tender Management (CTM) System, and Contracts Finder.

**Award Criteria**

The *Employer* is using the Open procedure where no formal prequalification questionnaire and subsequent selection process is required. However, it will be a requirement of the tendering process that the Tenderers meet a number of Minimum Selection Criteria before their Tender Submissions are subject to full evaluation.

In summary, DSRL will be adopting a 2 stage evaluation process:

- Stage 1 – Demonstration of meeting a number of Minimum Selection Criteria
- Stage 2 – Full evaluation of Tender Submission

**Stage 1 – Demonstration of meeting a number of Minimum Selection Criteria.**

Failure to meet any of the Minimum Selection Criteria (i.e. a score of “Fail”) or failure to attain a score of 50% for Previous Experience will result in an exit from the tender assessment process.

Those who do meet the Minimum Selection Criteria will be subject to the full evaluation process.

The Minimum Selection Criteria is as follows:

Question No	Criteria	Evaluation / Weighting
Section 1	Potential Supplier Information	<b>For Information Only</b>
Section 2	Grounds for Mandatory Exclusion	<b>Pass / Fail</b>
Section 3	Grounds for Discretionary Exclusion	<b>Pass / Fail</b>
Section 4	Economic and Financial Standing	<b>Pass / Fail</b>
Section 6	Previous Experience	<b>100%</b>
Section 7	Modern Slavery Act 2015 Requirements	<b>Pass / Fail</b>
Section 8	Insurances	<b>Pass / Fail</b>
Section 9.2, 9.3, 9.4 and HS009	Safety, Health, Environment and Quality	<b>Pass / Fail</b>
Section 9	Cyber & Security	<b>Pass / Fail</b>
Section 10	Equality, Diversity and Inclusion Policy	<b>For Information Only</b>

**Stage 2 – Full Evaluation**

Those Tender Submissions meeting all of the Minimum Selection Criteria will be included in this stage of the evaluation process.

The tender submissions will be evaluated using the Most Economically Advantageous Tender (MEAT) procedure utilising the following weightings:

<b>Assessment Criteria</b>	<b>1<sup>st</sup> Level of Weighting (%)</b>	<b>2<sup>nd</sup> Level of Weighting (%)</b>
<b>Technical</b>	<b>60</b>	
Project Execution Methodology – LoC Production		25
Project Execution Methodology – LoC Manager		25
Strategy Development / Waste Options Assessment Approach		10
Inventory Development Capability		10
Product Development Trials Capability		10
Product Development Trials – Package loading Capability		10
Waste Package Records Capability		10
<b>Commercial</b>	<b>40</b>	
Priced Activity Schedule & Contract Data Part Two		90
Socio Economic and Community Benefit proposals		10
Compliance with Terms & Conditions of the Contract		Pass / Fail

Individual questions set against the above award criteria are detailed the List of Returnables.

The responses in the tender submissions will be assessed to provide a total score out of 1,000 marks when the weightings are applied.

The Tenderers must attain a minimum of 50% in the Technical section (above 300 marks) to be considered for selection. The top ranked three Consultants, whom has attained all passes and at least 50% in the Technical question, will be recommended for the award of a Framework Agreement.

### **Tender Award Timescales**

The following are key dates associated with this procurement:

<b>Activity</b>	<b>Date</b>
Issue the OJEU Notice	2 September 2020
Tendering Period	3 September – 4 October 2020
Receipt of Tender Submissions	5 October 2020
Tender Evaluation Period	6 – 28 October 2020
Finalisation of the Tender Assessment Report	5 November 2020
Standstill Period	6 – 16 November 2020
Award of Framework Agreement	17 November 2020

## **List of Tender Returnables**

### **Introduction**

The contents of this schedule should be read in conjunction with the information contained in Section 1 of this document regarding the tender award criteria and along with the Guidance Notes that have been provided separately. The information that follows is intended to provide the Tenderer with details of the information that the *Employer* requires to be provided with as a minimum in the Tender Submission.

### **Tender Submission**

The Tender Submissions are required to be returned to the *Employer* in the following distinct volumes:

Volume 1 – Minimum Selection Criteria Information  
Volume 2 – Technical Information  
Volume 3 – Commercial Information

### **Volume 1 – Minimum Selection Criteria Information**

The Tenderer is required to provide responses to the questions in Section 1 to Section 10 by directly inputting them into the spaces provided on CTM.

A covering letter and any supporting attachments/evidence should be submitted in Volume 1.

### **Volume 2 – Technical Information**

The Tenderer is required to provide the following, as a minimum, as part of their Tender Submission Volume 2: (Please review the information provided in the Guidance Notes document for the full set of scoring criteria)

#### Question 1 – Project Execution Methodology – LoC Production

The Tenderer is to provide a Project Execution Methodology covering each stage of a Waste LoC Submission (Conceptual, Interim and Final)

#### Question 2 – Project Execution Methodology - LoC Manager

The Tenderer is to provide a Project Execution Methodology covering the provision of a LoC Manager to DSRL.

#### Question 3 – Strategy Development / Waste Options Assessment Approach

The Tenderer is to provide their outline approach taken to develop Strategy or Options assessments.

#### Question 4 – Inventory Development Capability

The Tenderer should provide details of what computer codes / modelling software they are currently using or have access to including version numbers.

#### Question 5 – Product Development Trials Capability

The Tenderer should provide an outline of the capabilities that their organisation can provide in terms of product development tasks from small scale through to full- scale.

Question 6 – Product Development Trials – Package loading Capability

The Tenderer should provide an outline of the capabilities that their organisation can provide in terms of product development tasks – waste package loading.

Question 7 – Waste Package Records Capability

The Tenderer should provide an outline of the capabilities that their organisation can provide in terms of final waste package records.

**Volume 3 – Commercial Information**

Question 8 – Schedule of Rates & Contract Data Part Two

The Tenderer is required to provide the following, as a minimum, as part of their Tender Submission Volume 3:

- Tender Form of Submission
- Contract Data Part 2
- Declaration of No Material Change In Circumstances
- Completed Form of Agreement
- Completed Schedule of Rates and any accompanying information requested in the Pricing Information contained in Section 4. The Tenderer may include any other supporting information that is deemed necessary to support their Commercial Submission.

Question 9 – Socio Economic and Community Benefit Proposal

The Tenderer is to provide a Socio-Economic Proposal about the possible benefits that may arise as a result of the award of Package Orders under the Framework Agreement.

Question Number 10 – Acceptance of Terms & Conditions of the Contract

The Tenderer is required to indicate by stating YES or NO, that in the event you are awarded a Contract, whether you will or will not, unreservedly accept the Form of Contract as documented in Section 4 of the Tender Document.

**SECTION 2**  
**CONDITIONS OF TENDERING**

## **CONDITIONS OF TENDERING**

The Tender is submitted in strict accordance with these conditions of tendering.

1. **DATE, TIME AND MODE OF DELIVERY** The Tenderer must submit the Tender via CTM by the End Time Quotation (ETQ) **12:00 noon on 5 October 2020**, this includes online completion of all required information with supporting documents that comprise the Tender submission.

CTM requests the Tenderer to enter electronically the total of the prices. In order to protect the commercial information all Tenderers shall enter £1 in this section.

2. **COMPLETION OF TENDER SUBMISSION** Tenderers complete the Tender Submission Document, Declaration of No Material Change in Circumstance, Contract Data Part Two including all commercial, technical and management information that is directed. All entries are in black indelible ink and signatures are followed by the name of the signatory in block letters.
3. **CORRESPONDENCE** Communications relating to the tender are addressed to the person identified in the covering letter accompanying the tender and are to be sent through CTM.
4. **RIGHT TO REJECT ALL TENDERS** DSRL are under no obligation to accept any tender.
5. **POWER TO ACCEPT PORTION OF TENDER** DSRL may, unless the tenderer expressly stipulates to the contrary in the tender, accept whatever portion of it DSRL decide.
6. **TENDERER TO INFORM HIMSELF FULLY** The Tenderer satisfies himself in regard to the extent and nature of the works and the conditions under which they are carried out. The Tenderer is deemed to be fully aware of the conditions affecting the supply of personnel, any other thing or other matters which affect his tender. No claim on the grounds of lack of such knowledge in any respect is entertained.
7. **ALTERNATIVE CONDITIONS** Tenderers are to comply with the conditions stated in the Contract Data. Offers made subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
8. **CONTRACT DATA (PART ONE) NOT TO BE ALTERED BY TENDERER** The Contract Data (Part One) is not to be altered by the Tenderer. If the Tenderer proposes modifications to the Contract Data (Part One), including Z and AZ clauses, this is the subject of an alternative offer, details of which are to be given in a separate letter to accompany the tender.
9. **INCOMPLETE TENDERS** It may not be possible to consider a tender if complete information is not given at the time of tendering, or if any particulars and data asked for in the Contract data are not provided in full.
10. **PRICES** Tendered prices are net, all cash and trade discounts being allowed for.
11. **VALUE ADDED TAX** Tenders are exclusive of any VAT chargeable.
12. **ISSUE OF TENDER DOCUMENTS** The tender documents, and any specifications, plans, drawings, patterns, samples or information issued or furnished by, or on behalf

of, DSRL in connection with it, are issued solely for the purpose of enabling a tender to be completed and may not be used for any other purpose. They remain the property of DSRL. Any additional documents which are required in connection with this tender (if not already in the tenderer's possession) are supplied by DSRL.

13. **RETURN OF TENDER DOCUMENTS** Any special instructions applicable to the tender and other documents or information are to be adhered to. The drawings, etc., are to be accompanied, if required, by a declaration that the designs and particulars have not been copied, seen or extracted wholly or partly for any unauthorised purpose and that they have only been used for the purpose of tendering.
14. **TENDERING COSTS** Any and all costs incurred by the tenderer in preparing and submitting his tender in accordance with the Invitation to Tender is borne by the tenderer.
15. **CONFIDENTIALITY** Documents issued as part of the Invitation to Tender may carry a Protective Marking and it is the duty of the Tenderer to respect the confidentiality of all of DSRL's information in his possession.
16. **TENDER VALIDITY** The Tender Submission is to be valid for 180 days.
17. **FAILURE TO COMPLY** Failure to comply with any of these conditions of tendering may result in a Tender Submission not being considered by DSRL.
18. **CONTACTING DSRL DURING ASSESSMENT** Tenderers are requested not to contact DSRL during the tender assessment period. On receipt of the notification of the evaluation of the tenders the tenderer may contact the Commercial Services representative dealing with the tender for a debriefing through CTM only.

**SECTION 3**  
**TENDER SUBMISSION PROFORMAS**



**TENDER SUBMISSION**

Tender No	Due for return by 1200 on
CTM Ref: 12454	5 October 2020

Framework Agreement for the Provision of Letter of Compliance (LoC) Support Services

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**TENDER**

To: Dounreay Site Restoration Ltd (the *Employer*)  
 Address: Dounreay Site  
 Thurso  
 Caithness  
 KW14 7TZ

We accept the Conditions of Tendering and offer to Provide the Services in accordance with the Contract Data Part One (Option A and Option E) and the attached Contract Data Part Two for a sum to be determined in accordance with the conditions of contract. Accordingly, we attach our tender submission documentation.

Yours faithfully

Signed: .....

Name: .....

Position: .....

Duly authorised to sign tenders for and on behalf of: ..... (the *Consultant*)

Address: .....

.....Postcode.....

Telephone: ..... Fax: .....

Date: .....



### DECLARATION OF NO MATERIAL CHANGE IN CIRCUMSTANCE

I, \_\_\_\_\_, *(insert your full name)*  
 of \_\_\_\_\_ *(insert your Company name)*  
 signed in the capacity of either Managing Director or Company Secretary *(Delete as applicable)* hereby declare that as of this date, \_\_\_\_\_ *(insert date)* the information submitted within this tender is true and correct. Additionally, I shall immediately inform DSRL in the event that there is or could be any material change to this information during the tender process. Items which would be considered a material change include but are not limited to:

- Management buy out
- Re-structuring
- Re-financing
- Profit warnings
- Loss of any accreditation or the rescinding of any licences or approvals
- Prosecution
- Trade Union disputes or industrial action
- A change to any declaration to be made under this tender
- A change to information which forms part of any declared formal tender assessment criteria
- A change to any information on which either your Company or DSRL might later rely
- If you are in any doubt whether a change is material you should disclose the details.

Failure to advise DSRL of any material change may lead to the tender being disqualified. DSRL acknowledge that certain information may be covered by legislation i.e. The Financial Services Act, in which case the full information must be disclosed to DSRL at the earliest possible time not to infringe the relevant legislation.

**Any false statement could jeopardise future opportunities to work for DSRL.**

Signature.....

Date.....

**SECTION 4**

**FORM OF AGREEMENT AND CONTRACT DATA**

**FORM OF AGREEMENT**

THIS AGREEMENT is made this 5 October 2020

BETWEEN

- (1) DOUNREAY SITE RESTORATION LIMITED (Company No SC307493) whose registered office is situated at Building D2003, Dounreay, Thurso, Caithness, Scotland KW14 7TZ, (hereinafter called “the *Employer*”), and
- (2) [CONSULTANT’S NAME] (Company No XXXX) whose registered office is situated at [Address of Consultant’s Registered Offices], (hereinafter called “the *Consultant*”)

RECITALS:

- (1) The *Employer* wishes to have certain services executed by the *Consultant*, principally for the provision of Letter of Compliance (LoC) Support Services and to Provide the Services (as hereinafter defined).
- (2) The *Consultant* is able to Provide the Services on the following terms.

IT IS AGREED as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the documents hereinafter referred to.
2. The following documents only and their attachments, if any, shall together constitute the Contract between the *Employer* and the *Consultant* and the term “the Contract” shall be construed accordingly.
  - i. This Agreement
  - ii. The Contract Data part one and the documents referred to therein.
  - iii. The Contract Data part two and the documents referred to therein.

All of the above shall comprise the Contract between the parties and, save in respect of any fraud, shall take precedence over any prior written or oral representations, promises or agreements in respect of the subject matter hereof.

3. Precedence

In case of conflict between any of the documents constituting the Contract, the order of precedence shall be as follows:

- (i) The Agreement
- (ii) NDA Flowdown (Clauses AZ1 – AZ12)
- (iii) The Contract Data Part 1 (Option A and E)
- (iv) Documents referred to in the Contract Data Part 1 (Option A and E)
- (v) The Contract Data Part 2, and
- (vi) Documents referred to in the Contract Data Part 2

4. In consideration of the payments to be made by the *Employer* to the *Consultant*, the *Consultant* agrees to Provide the Services and to remedy defects in the *services* in conformity in all respects with the provisions of the Contract.
5. The *Employer* shall pay the *Consultant*, in consideration of Providing the Services, such sums that become payable under the provisions of the Contract, together with the Value Added Tax properly chargeable thereon, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereunto have signed this Agreement and delivered on the date first above written.

SIGNED by or on behalf of DOUNREAY SITE RESTORATION LIMITED  
By its duly authorised officer

Signature

Capacity

Signature

Capacity

SIGNED by or on behalf of [CONSULTANT'S NAME]  
By its duly authorised officer

Signature

Capacity

Signature

Capacity

**CONTRACT DATA  
(FRAMEWORK AGREEMENT)**



## CONTRACT DATA

### Part one – Data provided by the *Employer*

#### **The Data which will apply to all work under the Framework Contract is**

The conditions of this contract are the clauses of the NEC3 Framework

Contract April 2013.

The *Employer* is:

Name: Dounreay Site Restoration Ltd

Address: Dounreay, Thurso, Caithness, Scotland, KW14 7TZ

- The *Employer's Agent* is

Name: TBC

Address: TBC, Dounreay, Thurso, Caithness, Scotland, KW14 7TZ.

The authority of the *Employer's Agent* is: all actions by the *Employer* stated in the Framework Contract.

The Framework Information is in Section 1 of the Tender Documentation

The *scope* is in Section 5 of the Tender Documentation

The *selection procedure* is in Section 1 of the Tender Documentation

The *quotation procedure* is in Section 1 of the Tender Documentation

The *end date* is November 2022

#### **The Data which will apply to all Package Orders is**

NEC3 Professional Services Contract; Option A and Option E.

**Part two – Data provided by the *Supplier***

**The Data which will apply to all work under the Framework Contract is**

The *Supplier* is

Name .....

Address .....

.....

The *quotation information* is detailed in Section 1 of the Tender Documentation

**The Data which will apply to all Task Orders is** detailed in NEC3 Professional Services Contract Data part two.

**CONTRACT DATA  
(OPTION A)**

## NEC3 - CONTRACT DATA

### Part one - Data provided by the *Employer*

Statements given in all contracts	Completion of the data in full, according to the Options chosen, is essential to create a complete contract				
1. General	<ul style="list-style-type: none"> <li>The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, dispute resolution Option W1, and secondary Options X1, X2, X9, X10, X18, X20 Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).</li> <li>The <i>Employer</i> is <table> <tr> <td>Name</td><td>Dounreay Site Restoration Ltd (DSRL)</td></tr> <tr> <td>Address</td><td>Dounreay, Thurso, KW14 7TZ</td></tr> </table> </li> <li>The <i>Adjudicator</i> is to be selected from the Institute of Civil Engineers website service for dispute resolution. Adjudication is subject to the terms of the NEC3 Adjudicator's Contract, April 2013.</li> <li>The <i>services</i> are for the provision of Letter of Compliance (LoC) Support Services.</li> <li>The <i>Scope</i> is in section 5 of this document.</li> <li>The <i>language of this contract</i> is English.</li> <li>The <i>law of the contract</i> is the law of England.</li> <li>The <i>period for reply</i> is 2 weeks.</li> </ul>	Name	Dounreay Site Restoration Ltd (DSRL)	Address	Dounreay, Thurso, KW14 7TZ
Name	Dounreay Site Restoration Ltd (DSRL)				
Address	Dounreay, Thurso, KW14 7TZ				
3. Time	<ul style="list-style-type: none"> <li>The <i>starting date</i> is to be confirmed on an individual Package Order basis</li> <li>The <i>Consultant</i> submits revised programmes at intervals no longer than 4 weeks.</li> <li>The <i>completion date</i> for the whole of the services is to be confirmed on an individual Package Order basis.</li> <li>The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks of the Contract Date.</li> </ul>				
4. Quality	<ul style="list-style-type: none"> <li>The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i>.</li> </ul>				
5. Payment	<ul style="list-style-type: none"> <li>The <i>assessment interval</i> is 4 weeks.</li> <li>The <i>currency of this contract</i> is pounds Sterling (£).</li> <li>The <i>interest rate</i> is 1% per annum above the Minimum Lending Rate of the Royal Bank of Scotland.</li> <li>The period within which payments are made is 30 days from receipt of a correctly rendered tax invoice</li> </ul>				

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the Services or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	£1,000,000 in respect of each claim, without limit to the number of claims	6 years after completion
bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5,000,000 in respect of each claim, without limit to the number of claims.	12 months
bodily injury to or death of employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£5,000,000 in respect of each claim, without limit to the number of claims.	12 months

9 Termination

- The adjudicator *nominating body* is the Chairman of the NEC Users Group
- The *tribunal* is arbitration
- The arbitration *procedure* is the Institution of Civil Engineers Arbitration Procedure (2006)
- The *period for retention* of documents is 6 years following Completion or earlier termination

Option A

- The *Consultant* prepares forecasts of the total *expenses* for the *services* at intervals no longer than 4 weeks

Option X1

**Price Adjustment for Inflation**

- The index is the Consumer Price Index (CPI)
- The *base date* for indices is August 2020
- The indices are those prepared by the Office of National Statistics

Option X2	<p><b>Changes in the Law</b></p> <ul style="list-style-type: none"> <li>• The applicable law is English.</li> <li>• The <i>Consultant</i> shall include for all approved changes in Law awaiting implementation in the Pricing Schedules that are contained in Contract Data part two. Any further changes shall be notified and will be considered on a case by case basis by the <i>Employer</i>.</li> </ul>
Option X9	<p><b>Transfer of Rights</b></p>
Option X10	<p><b>Employer's Agent</b></p> <ul style="list-style-type: none"> <li>• The <i>Employer's Agent</i> is to be named in each and every Package Order</li> <li>• The authority of the <i>Employer's Agent</i> is to act as the Project Manager on behalf of the <i>Employer</i></li> </ul>
Option X18	<p><b>Limitation of Liability</b></p> <ul style="list-style-type: none"> <li>• The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to 10% of the individual Package Order value</li> <li>• The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to £1,000,000.</li> <li>• The <i>Consultant</i> is not liable to the <i>Employer</i> for a matter unless it is notified to the <i>Consultant</i> before the <i>end of liability date</i>.</li> <li>• The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract is limited to 100% of the individual Package Order value</li> </ul>
Option X20	<p><b>Key Performance Indicators</b></p> <ul style="list-style-type: none"> <li>• Key Performance Indicators will be used to monitor the Framework Agreement on an annual basis.</li> </ul>
Option Y(UK)3	<p><b>Contracts (Rights of Third Parties)</b></p> <ul style="list-style-type: none"> <li>• No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract save in respect of the Nuclear Decommissioning Authority who shall be entitled to enforce the <i>Employer's</i> obligations set out in this Contract.</li> </ul>
Option Z	<ul style="list-style-type: none"> <li>• The additional conditions of contract are</li> </ul>
Z1	<p>Health, Safety &amp; Environmental Defects</p> <p>Without prejudice to any other rights or remedies available to the <i>Employer</i> under the contract, the <i>Employer</i> may undertake corrective work without prior written notice of a Defect being issued to the <i>Consultant</i> for a Defect resulting from the non performance of health, safety and environmental requirements as stated in the contract where the Defect requires immediate corrective action to be undertaken.</p> <p>The <i>Employer</i> notifies the <i>Consultant</i> of such Defects as soon as reasonably practicable.</p>

The *Consultant* pays the *Employer* all reasonable costs incurred by the *Employer* for the correction of such Defects and/or the *Employer* shall be entitled to set off or deduct all such sums against any sums due to the *Consultant* under the contract.

- Z2 Using the *Employer's* materials and designs.
- Z2.1 The *Consultant* has the right to use the Scope and any other material provided by the *Employer* only to Provide the Services. The *Consultant* may make this right available to a Subconsultant. As soon as possible after Completion of the whole of the services but before the issue of the Defects Certificate, the *Consultant* returns the Scope and other material provided by the *Employer* to the *Employer's Agent*.
- Z3 Transfer of rights – Not used
- Z4 Provision of a Tax Invoice
- Z4.1 Within one week of receiving a payment certificate the *Consultant* provides the *Employer's Agent* with a tax invoice showing an amount due for payment equal to that stated in the payment certificate.
- Z5 TUPE Provisions – Not used
- Z6 Loss or damage to *Employer's* property
- If the *Consultant* causes any loss or damage to the *Employer's* property, the *Employer* may replace the loss or repair the damage as and in whatever manner he decides and the *Consultant* pays the *Employer's* costs subject to any financial limitations under this Contract
- Z7 Funding Constraints
- Z7.1 In addition to any other reasons set out in the contract a further reason for the *Employer's Agent* not accepting a revised programme, is that the revised programme does not comply with the *Employer's* funding constraints.
- Z7.2 The *Consultant* may not accelerate or re-programme any elements of the works without the *Employer's Agent* acceptance. A reason for not accepting the acceleration or revised programming is that this does not meet the *Employer's* funding constraints.
- Z8 Target Cost Overruns – Not used
- Z9 Traceability of Items Provided by the Supply Chain
- The *Consultant* is responsible for obtaining all items (equipment, components, systems, etc) that are required for the services from a reliable and sustainable source. The *Consultant* is required to ensure the traceability of all such items and to clearly demonstrate that no counterfeit, fraudulent or suspect items are introduced into Plant and Equipment operated or supplied through the Contract, either by the *Consultant* or its supply chain. The *Consultant* is required to provide all documentation that supports the traceability of such items in the Life Time Quality Records that are provided with the Handover Pack. The *Consultant* will inform the *Employer* of all and any attempts by the *Consultant's* supply chain to provide such counterfeit, fraudulent and suspect items in the delivery of the Contract.
- Z10 Equality Act 2010

The Equality Act 2010 placed the "Public Sector Equality Duty" onto public bodies (such as the Nuclear Decommissioning Authority) and others undertaking public functions. The Nuclear Decommissioning Authority may from time to time request information from the *Employer*, the *Consultant* and the lower tiers of the supply chain to establish that the three aims of the Equality Duty have been discharged with due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
- advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- foster good relations between people who share a characteristic and people who do not share it.

When requested by the *Employer*, the *Consultant* will provide a copy of their Company's Equality Policy and other such information as is reasonably requested within a time period agreed with the *Employer's Agent*.

#### Z11 *Employer's Contract with the NDA*

To meet the requirements of the *Employer's* contract with the Nuclear Decommissioning Authority (NDA), the conditions AZ1 to AZ12 below shall apply to this Contract and take precedence over any other provisions of the Contract in the event of any conflict. The *Contractor* shall ensure that this clause and the conditions AZ6 to AZ11 below are contained in any subcontract with an aggregate value of over £150,000 placed by the *Contractor* in connection with the Works. The following applies to this section:

- i) If the *conditions of contract* stated in Contract Data Part One are based on the NEC3 Professional Services Contract the references in this section are amended as follows:
- "the *Contractor*" will read "the *Consultant*"
  - "the Works" will read "the Services"

#### NDA Flowdown Provisions

##### AZ1 **Change of Control**

In the event of any change in ownership, management or control of the *Employer*, the *Contractor* shall not be entitled to terminate the contract or make any amendment to this contract.

##### AZ2 **Novation and Assignment**

The *Employer* shall be entitled to assign, novate or transfer its interest in the Contract to a party nominated by the Nuclear Decommissioning Authority:

- without the consent of the *Contractor*;
- without requiring the consent of any third party; and



- without incurring any payment obligation or other additional liability.

**AZ3 Termination for Convenience**

AZ3.1 The *Employer* shall be entitled to terminate the Framework Agreement and any Contract at any time upon giving reasonable notice, to the *Consultant*. For the purposes of this Clause 'reasonable notice' shall not be less than 90 days' notice for the Framework Agreement and shall not be less than 30 days' notice for the individual Package Orders.

AZ3.2 Where the *Employer* terminates the Contract pursuant to Clause AZ3.1 above, the *Contractor* shall be entitled to recover from the *Employer* costs reasonably and actually incurred and arising directly from termination of the relevant Contract. For the avoidance of doubt, the *Contractor* shall not be entitled to recover any payment in respect of loss of Fee, anticipated profits, loss of opportunity or consequential losses.

**AZ4 Rights of Third Parties**

The Nuclear Decommissioning Authority shall, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce any of the *Employer's* rights under the Contract.

**AZ5 Agreement under section 12(3A) of the Nuclear Installations Act 1965 to provide protection for contractor equipment on the licensed site in the event of nuclear damage**

AZ5.1 Pursuant to section 12(3A) of the Nuclear Installations Act 1965 ("**the Act**"), the *Employer* and the *Contractor* agree as follows:

- (a) In the event of an occurrence involving nuclear matter as defined within section 7 of the Act, the *Employer* shall be liable to the *Contractor* for damage to the property of the *Contractor* and / or the property of the *Contractor's* Subcontractors or suppliers which is located on the Dounreay Licensed Site for the purposes of the Contract.
- (b) The liability in (a) shall be limited to liability for property damage as would otherwise exist if section 7(3) of the Act did not apply and claims under this agreement for property damage shall be governed by the Act as if section 7(3) of the Act did not apply.
- (c) The *Employer* shall not be liable under (a) unless and to the extent that the *Contractor* has notified the *Employer* and the Nuclear Decommissioning Authority of:
  - (i) the estimated value of the *Contractor's* plant, equipment and assets (and any such plant, equipment and assets of its Subcontractors or suppliers brought onto the Dounreay Licensed Site) on an annual basis for the purposes of the Contract in accordance with the Nuclear Decommissioning Authority's insurance renewal requirements; and
  - (ii) where the value of such property has changed by (20%) or more during any one (1) year.

- (d) The liability in (a) shall be limited to the market value of the property notified in writing pursuant to paragraph AZ5.1(c) above.
- (e) The *Employer* shall not be liable under (a) to the extent that the occurrence involving nuclear matter was attributable to any act or omission of the *Contractor* or any employee, servant or agent of the *Contractor* done with the intent to cause injury or damage or done with reckless disregard for the consequences of the act or omission.

AZ5.2 For the avoidance of doubt, nothing in this Contract is or shall be deemed to be an agreement for the *Contractor* to incur liability under Section 12(3A) of the Act.

## **AZ6 Rights of Audit, Inspection and Access**

AZ6.1 Subject to compliance with applicable Law and Regulatory Requirements, the *Employer*, the Nuclear Decommissioning Authority and the Nuclear Decommissioning Authority's Agents shall be entitled at any time, or frequency, to conduct an audit, inspection, review, periodic monitoring and spot check for the purposes of:

- (a) reviewing the *Contractor's* activities in connection with, and performance in respect of, this Contract;
- (b) verifying the accuracy of prices, rates and costs of the *Contractor* or any suppliers (including Subcontractors) of the *works* which shall include the verification of any supporting documentation in respect of the prices, rates and costs;
- (c) reviewing all information required to be kept by the *Contractor* pursuant to this Contract;
- (d) verifying the accuracy and completeness of any management information delivered or required by this Contract;
- (e) reviewing the integrity, confidentiality and security of the information required to be kept by the *Contractor* pursuant to this contract;
- (f) reviewing *Contractor's* compliance with the Freedom of Information Act 2000, Environmental Information Regulations 2004 and the Data Protection Act 1998, in accordance with Clause AZ8, compliance with the Bribery Act 2010 in accordance with Clause AZ7 and any other Regulatory Requirements or legislation applicable to the *works*.

AZ6.2 For the purpose of carrying out an audit pursuant to this Clause AZ6, the *Employer*, the Nuclear Decommissioning Authority and any Nuclear Decommissioning Authority Agent shall, subject to compliance with applicable Law and Regulatory Requirements, be entitled to:

- (a) reasonable access to all parts of the site and facilities used by the *Contractor* in the performance of the *works*;
- (b) interview any employees, secondees or other personnel of the *Contractor*;
- (c) carry out any inspections or tests to determine the integrity of information supplied and the quality of the information systems used by the *Contractor*;

- (d) request and receive all information, books of account, records and data together with appropriate rights of access to any equipment and/or information systems required to obtain such information; and
- (e) copy and collate any information requested pursuant to this Clause [6].

AZ6.3 For the purposes of:

- (a) carrying out the audit and certification of the Nuclear Decommissioning Authority's accounts;
- (b) carrying out an examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof, of the economy, efficiency and effectiveness with which the Nuclear Decommissioning Authority has used its resources;

the Comptroller and Auditor General may examine such documents relating to expenditure and income as he may reasonably require which are owned, held or otherwise within the control of *Contractor* and may require *Contractor* to produce such oral or written explanations as he considers necessary. *Contractor* agrees that they will make such documentation available for use by the Comptroller and/or Auditor General in exercising his statutory duties and functions.

AZ6.4 Where appropriate, the *Employer* shall discuss the outcome of the audit findings with *Contractor*. In such circumstances, the *Contractor* shall maintain records of the audit findings together with details of any corrective action taken as a result of such audit findings.

AZ6.5 During any inspection or audit of the *Contractor's* site or facilities the *Contractor* shall (on request) make available suitable office accommodation for the purposes of the audit.

AZ6.6 The *Employer*, the Nuclear Decommissioning Authority and any Nuclear Decommissioning Authority Agent shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the *Contractor* or delay the provision of the *works*. The *Contractor* shall not be excused from performance of any aspect of its obligations under this contract for any period of time during which the *Employer*, Nuclear Decommissioning Authority, Nuclear Decommissioning Authority Agents and/or the Comptroller and Auditor General are exercising their respective rights under this Clause AZ6.

## **AZ7 Anti-Bribery and Corruption**

AZ7.1 The *Contractor* shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with this contract shall:

- (a) comply with Relevant Requirements and Relevant Policies (as defined in the Bribery Act 2010);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- (c) not do, or omit to do, any act that will cause or lead the Nuclear Decommissioning Authority, the *Employer* and/or the *Contractor* to be in breach of any of the Relevant Requirements or Relevant Policies;
- (d) have and shall maintain in place throughout the term of this agreement its own policies, procedures or processes, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and this Clause AZ7, and will enforce them where appropriate;
- (e) promptly report to the *Employer* any request or demand for any undue financial or other advantage of any kind received by the *Contractor* or any person working for or engaged by *Contractor* in connection with the performance of this contract;
- (f) if requested, other than in relation to a breach of this Clause AZ7, provide the Nuclear Decommissioning Authority and/or the *Employer* with any reasonable assistance, at the *Employer's* reasonable cost, to enable the Nuclear Decommissioning Authority and/or the *Employer* to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
- (g) within 30 days of the date of this contract, and annually thereafter, certify to the *Employer* in writing signed by an officer of the *Contractor* compliance with this Clause AZ7 by the *Contractor*. The *Contractor* shall provide such supporting evidence of compliance as the *Employer* may reasonably request.

AZ7.2 The *Contractor* shall immediately notify the Nuclear Decommissioning Authority and the *Employer* if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this Clause AZ7.

AZ7.3 If *Contractor* notifies the *Employer* that it suspects or knows that there may be a breach of Clause AZ7.1, the *Contractor* must respond promptly to the *Employer's* enquiries, co-operate with any investigation, and allow the *Employer* and/or the Nuclear Decommissioning Authority to audit books, records and any other relevant documentation.

AZ7.4 The *Employer* may terminate this contract by written notice with immediate effect if the *Contractor* or any persons associated with it or other persons who are performing services or providing goods in connection with this contract (in all cases whether or not acting with the *Contractor's* knowledge) breaches Clause AZ7.1.

AZ7.5 Any dispute relating to the interpretation of this Clause AZ7, or the materiality of any breach of this Clause AZ7 shall be determined by the *Employer* and its decision shall be final and conclusive.

#### **AZ8 Compliance with the statutory obligations of the NDA**

Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)

- AZ8.1 The *Contractor* acknowledges that the Nuclear Decommissioning Authority is subject to the requirements of FOIA, and the EIR and the *Contractor* shall assist and co-operate with the Nuclear Decommissioning Authority and/or the *Employer* to enable the Nuclear Decommissioning Authority to comply with these information disclosure requirements.
- AZ8.2 If the Nuclear Decommissioning Authority is required to provide information as a result of a request made to it under FOIA and /or EIR and such information is in the possession of any of the *Contractor* or its suppliers then the *Contractor* shall provide such information to the *Employer* as soon as reasonably practicable.
- AZ8.3 The *Contractor* shall provide all necessary assistance as reasonably requested by the Nuclear Decommissioning Authority and/or the *Employer* to enable the Nuclear Decommissioning Authority to respond to a Request for Information (as defined under FOIA) within the time for compliance set out in section 10 of the FOIA or regulation 5 of EIR.
- AZ8.4 The Nuclear Decommissioning Authority shall be responsible for determining at its absolute discretion whether any information provided to the Nuclear Decommissioning Authority is exempt from disclosure in accordance with FOIA or EIR or is to be disclosed in response to a request for information.
- AZ8.5 The *Contractor* acknowledges that the Nuclear Decommissioning Authority may, acting in accordance with the FOIA or EIR disclose information without consulting the *Contractor*, or the Nuclear Decommissioning Authority may, at its discretion, elect to consult the *Contractor* and take its views into account.
- AZ8.6 The *Contractor* acknowledges that any lists or schedules provided by it outlining confidential information or commercially sensitive information are of indicative value only and that the Nuclear Decommissioning Authority may nevertheless be obliged to disclose such information in accordance with this Clause AZ8.

Data Protection Act 1998 (DPA)

- AZ8.7 The *Contractor* shall comply at all times with the DPA or such other equivalent data protection legislation and shall not perform its obligations under this contract in such a way as to cause the *Employer* or the Nuclear Decommissioning Authority to breach any of its obligations under the DPA or such other equivalent data protection legislation.
- AZ8.8 Notwithstanding the general obligation in Clause AZ8.7, where the *Contractor* is processing Personal Data (as defined by the DPA) as a Data Processor (as defined by the DPA) for the *Employer*, Contractor shall:
- (a) process the Personal Data only in accordance with instructions from the *Employer* (which may be specific instructions or instructions of a general nature) as set out in this contract or as otherwise notified by the *Employer*;

- (b) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (c) ensure that all employees or agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause AZ8.

#### **AZ9 Insurance**

AZ9.1 The *Employer* shall notify the *Contractor* of the relevant insurance arrangements put in place by the Nuclear Decommissioning Authority (the “Nuclear Decommissioning Authority Insurances”), including any information provided by the Nuclear Decommissioning Authority from time to time in respect of such Nuclear Decommissioning Authority Insurances.

AZ9.2 The *Contractor* shall:

- (a) not purchase insurance that duplicates the Nuclear Decommissioning Authority Insurances;
- (b) consent to being a joint named insured under the Nuclear Decommissioning Authority Insurances; and
- (c) comply with (and shall procure that its Subcontractors and suppliers to this contract agree to comply with) any instructions issued by the Nuclear Decommissioning Authority from time to time in relation to the Nuclear Decommissioning Authority Insurances, claims handling and other procedures relevant to this contract.

AZ9.3 The *Contractor* shall arrange appropriate insurance cover to reflect the nature of the *works* to be performed (e.g. public and product liability, employers’ liability, professional indemnity and motor insurance). For the avoidance of doubt, all such *Contractor’s* insurance policies, with the exception of any professional indemnity insurance, shall contain a provision which obliges the insurers to indemnify the *Employer*, the Cavendish Dounreay Partnership (CDP) and the Nuclear Decommissioning Authority in respect of claims made against them arising from the performance of the *works* by the *Contractor*.

#### **AZ10 Agreements with trade unions or other bodies representing employees**

The *Contractor* shall comply with the terms of all agreements which the *Contractor* has entered into with trade unions or other bodies representing the employees of the *Contractor* which relate to those employees of the *Contractor*.

## **AZ11 Payment Terms**

11.1 Each amount to be paid to the *Contractor* under the Contract shall be payable:

- (a) on the last day of the month following the month in which the paying party receives a valid invoice for that amount; or
- (b) where under any other provision of the Contract that amount is payable on an earlier date, in accordance with that other provision.

11.2 To the extent this contract is a construction contract as defined in the Housing Grants, Construction and Regeneration Act 1996 (as amended), the final date for payment of an amount due under the contract is:

- (a) the last day of the month following the month in which the paying party receives a valid invoice for that amount; or
- (b) any earlier date identified as the final date for payment under any other provision of the Contract.

11.3 For the purpose of this Paragraph 11, a valid invoice is an invoice that:

- (a) the *Contractor* was entitled to submit in accordance with the Contract; and
- (b) complies with the requirements of the Contract.

11.4 Any provision of this contract that purports to make payment to the *Contractor* conditional on:

- (a) receipt of any payment by the paying party from a third person or party;
  - (b) certification of any payment to the paying party;
  - (c) performance of obligations under another contract; and/or
  - (d) a decision by any person as to whether obligations under another contract have been performed;
- shall have no effect.

11.5 Nothing in this Paragraph 11 overrides any provision of the contract relating to payment to the *Contractor* following termination of the Contract or termination of the Subcontractor's obligations under the Contract by reason of any breach or failure on the part of the *Contractor*.

## **AZ12 Provisions to be incorporated into Subcontracts >£150K**

The *Contractor* shall include provisions AZ6, AZ7, AZ8, AZ9 and AZ10 above in each and every Subcontract which is greater than £150,000 in value. The *Contractor* shall include provision AZ11 above in each and every Subcontract.

**CONTRACT DATA  
(OPTION E)**



## NEC3 - CONTRACT DATA

### Part one - Data provided by the *Employer*

**Statements  
given in all  
contracts**

- Completion of the data in full, according to the Options chosen, is essential to create a complete contract
1. General
    - The *conditions of contract* are the core clauses and the clauses for main Option E, dispute resolution Option W1, and secondary Options X1, X2, X9, X10, X18, X20, Y(UK)3 and Z of the NEC3 Professional Services Contract (April 2013).
    - The *Employer* is
 

Name	Dounreay Site Restoration Ltd (DSRL)
Address	Dounreay, Thurso, KW14 7TZ
    - The *Adjudicator* is to be selected from the Institute of Civil Engineers website service for dispute resolution. Adjudication is subject to the terms of the NEC3 Adjudicator's Contract, April 2013.
    - The *services* are for the provision of Letter of Compliance (LoC) Support Services.
    - The Scope is in section 5 of this document.
    - The *language of this contract* is English.
    - The *law of the contract* is the law of England.
    - The *period for reply* is 2 weeks.
  3. Time
    - The *starting date* is to be confirmed on an individual Package Order basis.
    - The *Consultant* submits revised programmes at intervals no longer than 4 weeks.
    - The *completion date* for the whole of the services is to be confirmed on an individual Package Order basis.
    - The *Consultant* is to submit a first programme for acceptance within 2 weeks of the Contract Date.
  4. Quality
    - The *defects date* is 52 weeks after Completion of the whole of the *services*.
  5. Payment
    - The *assessment interval* is 4 weeks.
    - The *currency of this contract* is pounds Sterling (£).

8. Indemnity, insurance and liability

- The *interest rate* is 1% per annum above the Minimum Lending Rate of the Royal Bank of Scotland.
- The period within which payments are made is 30 days from receipt of a correctly rendered tax invoice
- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the Services or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	£1,000,000 in respect of each claim, without limit to the number of claims	6 years after completion
bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5,000,000 in respect of each claim, without limit to the number of claims.	12 months
bodily injury to or death of employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£5,000,000 in respect of each claim, without limit to the number of claims.	12 months

9.Termination

- The adjudicator *nominating body* is the Chairman for the time being of the NEC Users Group
- The *tribunal* is arbitration  
The arbitration *procedure* is the Institution of Civil Engineers Arbitration Procedure (2006)
- The *period for retention* of documents is 6 years following Completion or earlier termination

Options E

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* for the *services* at intervals no longer than 4 weeks

Option X1	<p><b>Price Adjustment for Inflation</b></p> <ul style="list-style-type: none"> <li>• The index is the Consumer Price Index (CPI)</li> <li>• The <i>base date</i> for indices is August 2020</li> <li>• The indices are those prepared by the Office of National Statistics</li> </ul>
Option X2	<p><b>Changes in the Law</b></p> <ul style="list-style-type: none"> <li>• The applicable law is English.</li> <li>• The <i>Consultant</i> shall include for all approved changes in Law awaiting implementation in the Pricing Schedules that are contained in Contract Data part two. Any further changes shall be notified and will be considered on a case by case basis by the <i>Employer</i>.</li> </ul>
Option X9	<p><b>Transfer of Rights</b></p>
Option X10	<p><b>Employer's Agent</b></p> <ul style="list-style-type: none"> <li>• The <i>Employer's Agent</i> is to be named in each and every Package Order</li> <li>• The authority of the <i>Employer's Agent</i> is act as the Project Manager on behalf of the <i>Employer</i></li> </ul>
Option X18	<ul style="list-style-type: none"> <li>• <b>Limitation of Liability</b></li> <li>• The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to 10% of the individual Package Order value</li> <li>• The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to £1,000,000.</li> <li>• The <i>Consultant</i> is not liable to the <i>Employer</i> for a matter unless it is notified to the <i>Consultant</i> before the <i>end of liability date</i>.</li> <li>• The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract is limited to 100% of the individual Package Order value</li> </ul>
Option X20	<ul style="list-style-type: none"> <li>• <b>Key Performance Indicators</b></li> <li>• Key Performance Indicators will be used to monitor the Framework Agreement on an annual basis.</li> </ul>
Option Y(UK)3	<p><b>Contracts (Rights of Third Parties) Act 1999</b></p> <ul style="list-style-type: none"> <li>• No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract save in respect of the Nuclear Decommissioning Authority who shall be entitled to enforce the <i>Employer's</i> obligations set out in this Contract.</li> </ul>
Option Z	<ul style="list-style-type: none"> <li>• The additional conditions of contract are</li> </ul>
Z1	<p><b>Health, Safety &amp; Environmental Defects</b></p>

Without prejudice to any other rights or remedies available to the *Employer* under the contract, the *Employer* may undertake corrective work without prior written notice of a Defect being issued to the *Consultant* for a Defect resulting from the non performance of health, safety and environmental requirements as stated in the contract where the Defect requires immediate corrective action to be undertaken.

The *Employer* notifies the *Consultant* of such Defects as soon as reasonably practicable.

The *Consultant* pays the *Employer* all reasonable costs incurred by the *Employer* for the correction of such Defects and/or the *Employer* shall be entitled to set off or deduct all such sums against any sums due to the *Consultant* under the contract.

**Z2 Using the *Employer's* materials and designs.**

**Z2.1** The *Consultant* has the right to use the Scope and any other material provided by the *Employer* only to Provide the Services. The *Consultant* may make this right available to a Subconsultant. As soon as possible after Completion of the whole of the services but before the issue of the Defects Certificate, the *Consultant* returns the Scope and other material provided by the *Employer* to the *Employer's Agent*.

**Z3 Transfer of rights – Not Used**

**Z4 Provision of a Tax Invoice**

**Z4.1** Within one week of receiving a payment certificate the *Consultant* provides the *Employer's Agent* with a tax invoice showing an amount due for payment equal to that stated in the payment certificate.

**Z5 TUPE Provisions – Not Used**

**Z6 Loss or damage to *Employer's* property**

If the *Consultant* causes any loss or damage to the *Employer's* property, the *Employer* may replace the loss or repair the damage as and in whatever manner he decides and the *Consultant* pays the *Employer's* costs subject to any financial limitations under this Contract

**Z7 Funding Constraints**

**Z7.1** In addition to any other reasons set out in the contract a further reason for the *Employer's Agent* not accepting a revised programme, is that the revised programme does not comply with the *Employer's* funding constraints.

**Z7.2** The *Consultant* may not accelerate or re-programme any elements of the works without the *Employer's Agent* acceptance. A reason for not accepting the acceleration or revised programming is that this does not meet the *Employer's* funding constraints.

**Z8 Target Cost Overruns – Not Used**

**Z9 Traceability of Items Provided by the Supply Chain**

The *Consultant* is responsible for obtaining all items (equipment, components, systems, etc) that are required for the services from a reliable and sustainable source. The *Consultant* is required to ensure the traceability of all such items and to clearly demonstrate that no counterfeit, fraudulent or suspect items are introduced into Plant and Equipment operated or supplied through the Contract,

either by the *Consultant* or its supply chain. The *Consultant* is required to provide all documentation that supports the traceability of such items in the Life Time Quality Records that are provided with the Handover Pack. The *Consultant* will inform the *Employer* of all and any attempts by the *Consultant's* supply chain to provide such counterfeit, fraudulent and suspect items in the delivery of the Contract.

**Z10****Equality Act 2010**

The Equality Act 2010 placed the "Public Sector Equality Duty" onto public bodies (such as the Nuclear Decommissioning Authority) and others undertaking public functions. The Nuclear Decommissioning Authority may from time to time request information from the *Employer*, the *Consultant* and the lower tiers of the supply chain to establish that the three aims of the Equality Duty have been discharged with due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
- advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- foster good relations between people who share a characteristic and people who do not share it.

When requested by the *Employer*, the *Consultant* will provide a copy of their Company's Equality Policy and other such information as is reasonably requested within a time period agreed with the *Employer's Agent*.

**Z11     *Employer's Contract with the NDA***

To meet the requirements of the *Employer's* contract with the Nuclear Decommissioning Authority (NDA), the conditions AZ1 to AZ12 below shall apply to this Contract and take precedence over any other provisions of the Contract in the event of any conflict. The *Contractor* shall ensure that this clause and the conditions AZ6 to AZ11 below are contained in any subcontract with an aggregate value of over £150,000 placed by the *Contractor* in connection with the Works. The following applies to this section:

If the *conditions of contract* stated in Contract Data Part One are based on the NEC3 Professional Services Contract the references in this section are amended as follows:

- "the *Contractor*" will read "the *Consultant*"
- "the Works" will read "the Services"

**NDA Flowdown Provisions****AZ1     Change of Control**

In the event of any change in ownership, management or control of the *Employer*, the *Contractor* shall not be entitled to terminate the contract or make any amendment to this contract.

**AZ2 Novation and Assignment**

The *Employer* shall be entitled to assign, novate or transfer its interest in the Contract to a party nominated by the Nuclear Decommissioning Authority:

- without the consent of the *Contractor*;
- without requiring the consent of any third party; and
- without incurring any payment obligation or other additional liability.

**AZ3 Termination for Convenience**

AZ3.1 The *Employer* shall be entitled to terminate this Contract at any time upon giving reasonable notice, to the *Contractor*. For the purposes of this Clause 'reasonable notice' shall not be less than 30 days' notice.

AZ3.2 Where the *Employer* terminates the Contract pursuant to Clause AZ3.1 above, the *Contractor* shall be entitled to recover from the *Employer* costs reasonably and actually incurred and arising directly from termination of the relevant Contract. For the avoidance of doubt, the *Contractor* shall not be entitled to recover any payment in respect of loss of Fee, anticipated profits, loss of opportunity or consequential losses.

**AZ4 Rights of Third Parties**

The Nuclear Decommissioning Authority shall, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce any of the *Employer's* rights under the Contract.

**AZ5 Agreement under section 12(3A) of the Nuclear Installations Act 1965 to provide protection for contractor equipment on the licensed site in the event of nuclear damage**

AZ5.1 Pursuant to section 12(3A) of the Nuclear Installations Act 1965 ("**the Act**"), the *Employer* and the *Contractor* agree as follows:

(a) In the event of an occurrence involving nuclear matter as defined within section 7 of the Act, the *Employer* shall be liable to the *Contractor* for damage to the property of the *Contractor* and / or the property of the *Contractor's* Subcontractors or suppliers which is located on the Dounreay Licensed Site for the purposes of the Contract.

(f) (b) The liability in (a) shall be limited to liability for property damage as would otherwise exist if section 7(3) of the Act did not apply and claims under this agreement for property damage shall be governed by the Act as if section 7(3) of the Act did not apply.

(g) (c) The *Employer* shall not be liable under (a) unless and to the extent that the *Contractor* has notified the *Employer* and the Nuclear Decommissioning Authority of:

- (i) the estimated value of the *Contractor's* plant, equipment and assets (and any such plant, equipment and assets of its Subcontractors or suppliers brought onto the Dounreay Licensed Site) on an annual basis for the purposes of the Contract in accordance with the Nuclear Decommissioning Authority's insurance renewal requirements; and
  - (ii) where the value of such property has changed by (20%) or more during any one (1) year.
- (h) (d)The liability in (a) shall be limited to the market value of the property notified in writing pursuant to paragraph AZ5.1(c) above.
- (i) (e)The *Employer* shall not be liable under (a) to the extent that the occurrence involving nuclear matter was attributable to any act or omission of the *Contractor* or any employee, servant or agent of the *Contractor* done with the intent to cause injury or damage or done with reckless disregard for the consequences of the act or omission.

AZ5.2 For the avoidance of doubt, nothing in this Contract is or shall be deemed to be an agreement for the *Contractor* to incur liability under Section 12(3A) of the Act.

**AZ6 Rights of Audit, Inspection and Access**

AZ6.1 Subject to compliance with applicable Law and Regulatory Requirements, the *Employer* , the Nuclear Decommissioning Authority and the Nuclear Decommissioning Authority's Agents shall be entitled at any time, or frequency, to conduct an audit, inspection, review, periodic monitoring and spot check for the purposes of:

- (g) reviewing the *Contractor's* activities in connection with, and performance in respect of, this Contract;
- (h) verifying the accuracy of prices, rates and costs of the *Contractor* or any suppliers (including Subcontractors) of the *works* which shall include the verification of any supporting documentation in respect of the prices, rates and costs;
- (i) reviewing all information required to be kept by the *Contractor* pursuant to this Contract;
- (j) verifying the accuracy and completeness of any management information delivered or required by this Contract;
- (k) reviewing the integrity, confidentiality and security of the information required to be kept by the *Contractor* pursuant to this contract;
- (l) reviewing *Contractor's* compliance with the Freedom of Information Act 2000, Environmental Information Regulations 2004 and the Data Protection Act 1998, in accordance with Clause AZ8, compliance with the Bribery Act 2010 in accordance with Clause AZ7 and any other Regulatory Requirements or legislation applicable to the *works*.

AZ6.2 For the purpose of carrying out an audit pursuant to this Clause AZ6, the *Employer*, the Nuclear Decommissioning Authority and any Nuclear Decommissioning Authority Agent shall, subject to compliance with applicable Law and Regulatory Requirements, be entitled to:

- (f) reasonable access to all parts of the site and facilities used by the *Contractor* in the performance of the *works*;
- (g) interview any employees, secondees or other personnel of the *Contractor*;
- (h) carry out any inspections or tests to determine the integrity of information supplied and the quality of the information systems used by the *Contractor*;
- (i) request and receive all information, books of account, records and data together with appropriate rights of access to any equipment and/or information systems required to obtain such information; and
- (j) copy and collate any information requested pursuant to this Clause [6].

AZ6.3 For the purposes of:

- (c) carrying out the audit and certification of the Nuclear Decommissioning Authority's accounts;
- (d) carrying out an examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof, of the economy, efficiency and effectiveness with which the Nuclear Decommissioning Authority has used its resources;

the Comptroller and Auditor General may examine such documents relating to expenditure and income as he may reasonably require which are owned, held or otherwise within the control of *Contractor* and may require *Contractor* to produce such oral or written explanations as he considers necessary. *Contractor* agrees that they will make such documentation available for use by the Comptroller and/or Auditor General in exercising his statutory duties and functions.

AZ6.4 Where appropriate, the *Employer* shall discuss the outcome of the audit findings with *Contractor*. In such circumstances, the *Contractor* shall maintain records of the audit findings together with details of any corrective action taken as a result of such audit findings.

AZ6.5 During any inspection or audit of the *Contractor's* site or facilities the *Contractor* shall (on request) make available suitable office accommodation for the purposes of the audit.

AZ6.6 The *Employer*, the Nuclear Decommissioning Authority and any Nuclear Decommissioning Authority Agent shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the *Contractor* or delay the provision of the *works*. The *Contractor* shall not be excused from performance of any aspect of its obligations under this contract for any period of time during which the *Employer*, Nuclear Decommissioning Authority, Nuclear Decommissioning Authority Agents and/or the Comptroller and Auditor General are exercising their respective rights under this Clause AZ6.

## **AZ7 Anti-Bribery and Corruption**



AZ7.1 The *Contractor* shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with this contract shall:

- (h) comply with Relevant Requirements and Relevant Policies (as defined in the Bribery Act 2010);
- (i) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (j) not do, or omit to do, any act that will cause or lead the Nuclear Decommissioning Authority, the *Employer* and/or the *Contractor* to be in breach of any of the Relevant Requirements or Relevant Policies;
- (k) have and shall maintain in place throughout the term of this agreement its own policies, procedures or processes, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and this Clause AZ7, and will enforce them where appropriate;
- (l) promptly report to the *Employer* any request or demand for any undue financial or other advantage of any kind received by the *Contractor* or any person working for or engaged by *Contractor* in connection with the performance of this contract;
- (m) if requested, other than in relation to a breach of this Clause AZ7, provide the Nuclear Decommissioning Authority and/or the *Employer* with any reasonable assistance, at the *Employer's* reasonable cost, to enable the Nuclear Decommissioning Authority and/or the *Employer* to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
- (n) within 30 days of the date of this contract, and annually thereafter, certify to the *Employer* in writing signed by an officer of the *Contractor* compliance with this Clause AZ7 by the *Contractor*. The *Contractor* shall provide such supporting evidence of compliance as the *Employer* may reasonably request.

AZ7.2 The *Contractor* shall immediately notify the Nuclear Decommissioning Authority and the *Employer* if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this Clause AZ7.

AZ7.3 If *Contractor* notifies the *Employer* that it suspects or knows that there may be a breach of Clause AZ7.1, the *Contractor* must respond promptly to the *Employer's* enquiries, co-operate with any investigation, and allow the *Employer* and/or the Nuclear Decommissioning Authority to audit books, records and any other relevant documentation.

AZ7.4 The *Employer* may terminate this contract by written notice with immediate effect if the *Contractor* or any persons associated with it or other persons who are performing services or providing

goods in connection with this contract (in all cases whether or not acting with the *Contractor's* knowledge) breaches Clause AZ7.1.

- AZ7.5 Any dispute relating to the interpretation of this Clause AZ7, or the materiality of any breach of this Clause AZ7 shall be determined by the *Employer* and its decision shall be final and conclusive.

**AZ8 Compliance with the statutory obligations of the NDA**

Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)

- AZ8.1 The *Contractor* acknowledges that the Nuclear Decommissioning Authority is subject to the requirements of FOIA, and the EIR and the *Contractor* shall assist and co-operate with the Nuclear Decommissioning Authority and/or the *Employer* to enable the Nuclear Decommissioning Authority to comply with these information disclosure requirements.
- AZ8.2 If the Nuclear Decommissioning Authority is required to provide information as a result of a request made to it under FOIA and /or EIR and such information is in the possession of any of the *Contractor* or its suppliers then the *Contractor* shall provide such information to the *Employer* as soon as reasonably practicable.
- AZ8.3 The *Contractor* shall provide all necessary assistance as reasonably requested by the Nuclear Decommissioning Authority and/or the *Employer* to enable the Nuclear Decommissioning Authority to respond to a Request for Information (as defined under FOIA) within the time for compliance set out in section 10 of the FOIA or regulation 5 of EIR.
- AZ8.4 The Nuclear Decommissioning Authority shall be responsible for determining at its absolute discretion whether any information provided to the Nuclear Decommissioning Authority is exempt from disclosure in accordance with FOIA or EIR or is to be disclosed in response to a request for information.
- AZ8.5 The *Contractor* acknowledges that the Nuclear Decommissioning Authority may, acting in accordance with the FOIA or EIR disclose information without consulting the *Contractor*, or the Nuclear Decommissioning Authority may, at its discretion, elect to consult the *Contractor* and take its views into account.
- AZ8.6 The *Contractor* acknowledges that any lists or schedules provided by it outlining confidential information or commercially sensitive information are of indicative value only and that the Nuclear Decommissioning Authority may nevertheless be obliged to disclose such information in accordance with this Clause AZ8.

Data Protection Act 1998 (DPA)

- AZ8.7 The *Contractor* shall comply at all times with the DPA or such other equivalent data protection legislation and shall not perform its obligations under this contract in such a way as to cause the

*Employer* or the Nuclear Decommissioning Authority to breach any of its obligations under the DPA or such other equivalent data protection legislation.

AZ8.8 Notwithstanding the general obligation in Clause AZ8.7, where the *Contractor* is processing Personal Data (as defined by the DPA) as a Data Processor (as defined by the DPA) for the *Employer*, Contractor shall:

- (d) process the Personal Data only in accordance with instructions from the *Employer* (which may be specific instructions or instructions of a general nature) as set out in this contract or as otherwise notified by the *Employer*;
- (e) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (f) ensure that all employees or agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause AZ8.

## **AZ9 Insurance**

AZ9.1 The *Employer* shall notify the *Contractor* of the relevant insurance arrangements put in place by the Nuclear Decommissioning Authority (the “Nuclear Decommissioning Authority Insurances”), including any information provided by the Nuclear Decommissioning Authority from time to time in respect of such Nuclear Decommissioning Authority Insurances.

AZ9.2 The *Contractor* shall:

- (d) not purchase insurance that duplicates the Nuclear Decommissioning Authority Insurances;
- (e) consent to being a joint named insured under the Nuclear Decommissioning Authority Insurances; and
- (f) comply with (and shall procure that its Subcontractors and suppliers to this contract agree to comply with) any instructions issued by the Nuclear Decommissioning Authority from time to time in relation to the Nuclear Decommissioning Authority Insurances, claims handling and other procedures relevant to this contract.

AZ9.3 The *Contractor* shall arrange appropriate insurance cover to reflect the nature of the *works* to be performed (e.g. public and product liability, employers’ liability, professional indemnity and motor insurance). For the avoidance of doubt, all such *Contractor’s* insurance policies, with the exception of any professional indemnity insurance, shall contain a provision which obliges the insurers to indemnify the *Employer*, the Cavendish Dounreay Partnership (CDP) and the Nuclear

Decommissioning Authority in respect of claims made against them arising from the performance of the *works* by the *Contractor*.

**AZ10 Agreements with trade unions or other bodies representing employees**

The *Contractor* shall comply with the terms of all agreements which the *Contractor* has entered into with trade unions or other bodies representing the employees of the *Contractor* which relate to those employees of the *Contractor*.

**AZ11 Payment Terms**

11.1 Each amount to be paid to the *Contractor* under the Contract shall be payable:

- (a) on the last day of the month following the month in which the paying party receives a valid invoice for that amount; or
- (b) where under any other provision of the Contract that amount is payable on an earlier date, in accordance with that other provision.

11.2 To the extent this contract is a construction contract as defined in the Housing Grants, Construction and Regeneration Act 1996 (as amended), the final date for payment of an amount due under the contract is:

- (a) the last day of the month following the month in which the paying party receives a valid invoice for that amount; or
- (b) any earlier date identified as the final date for payment under any other provision of the Contract.

11.3 For the purpose of this Paragraph 11, a valid invoice is an invoice that:

- (a) the *Contractor* was entitled to submit in accordance with the Contract; and
- (b) complies with the requirements of the Contract.

11.4 Any provision of this contract that purports to make payment to the *Contractor* conditional on:

- (a) receipt of any payment by the paying party from a third person or party;
  - (b) certification of any payment to the paying party;
  - (c) performance of obligations under another contract; and/or
  - (d) a decision by any person as to whether obligations under another contract have been performed;
- shall have no effect.

11.5 Nothing in this Paragraph 11 overrides any provision of the contract relating to payment to the *Contractor* following termination of the Contract or termination of the Subcontractor's obligations under the Contract by reason of any breach or failure on the part of the *Contractor*.

**AZ12 Provisions to be incorporated into Subcontracts >£150K**

The *Contractor* shall include provisions AZ6, AZ7, AZ8, AZ9 and AZ10 above in each and every Subcontract which is greater than £150,000 in value. The *Contractor* shall include provision AZ11 above in each and every Subcontract.

NEC3 – Contract Data

Part two - Data provided by the *Consultant*

**Statements  
given in all  
contracts**

- The *Consultant* is
  - Name
  - Address
- The *key people* are
  - (1) Name
  - Job
  - Responsibilities
  - Qualifications
  - Experience
  - (2) Name
  - Job
  - Responsibilities
  - Qualifications
  - Experience
- The *staff rates* are in the attached pro forma schedules
- The *expenses* stated by the *Consultant* are in the attached pro forma schedules

**PRICING INFORMATION**

## PRICING INFORMATION

### 1. Introduction

The contents of this Section are provided to the Tenderers to enable the Pricing Proformas (Schedules) to be completed in a standard format by all Tenderers to assist the Tender Evaluation process.

If a Tenderer has any concerns about the completion of these Schedules, then an Information Request Form (See Section 1) should be completed immediately. Failure to complete the Schedules as prescribed may result in your Tender Submission being declared as non compliant.

### 2. Accompanying Schedule

The following Schedules will be used for Tender Evaluation purposes and will form the basis of the Pricing Proformas that are included in Contract Data Part 2:

Schedule	Title
Schedule 1	<i>Consultant's</i> Hourly Rates
Schedule 2	Subconsultant's Hourly Rates
Schedule 3	Travel and Subsistence

### 3. Information Required for each Schedule

#### 3.1 Schedule 1 - *Consultant's* Hourly Rate

The information in this schedule will be used in the tender evaluation to undertake a comparison of the hourly rates between Tenderers.

The *Consultant* is required to provide the following information:

- Name or Job Title of Key People
- Consultant Grade Number
- Hourly Rates
- Monday – Friday (Normal working hours)
- Monday – Friday (Overtime hours)
- Saturday
- Sunday
- Embedded Support (see below)

The *Employer* may request the *Consultant* to provide resources that would be embedded within the *Employer's* Project Teams for short, medium and long term durations. The *Employer* for medium and long term durations (i.e. >3 months) is seeking a reduction in the tendered *direct fee percentage* for the following reasons:

- The *Employer* is providing office accommodation, IT facilities, heating, lighting, stationery, etc.



- The *Consultant's* and nominated Subconsultant's personnel will have a higher utilisation factor than maybe achieved on fixed price packages of work, and will most likely working on low risk (to the *Consultant*) contracts.

### 3.2 Schedule 2 – Subconsultants' Hourly Rates

The information in this schedule will be used in the tender evaluation to undertake a comparison of the hourly rates between Tenderers.

The *Consultant* is required to provide the following information for **each nominated Subconsultant**:

- Name or Job Title of Key People
- Consultant Grade Number
- Hourly Rates
- Monday – Friday (Normal working hours)
- Monday – Friday (Overtime hours)
- Saturday
- Sunday
- Embedded Support

The Subconsultants' Hourly Rates are inclusive of any mark – up applied by the *Consultant*.

### 3.3 Schedule 3 – Travel & Subsistence

The information in the schedule will be used in the tender evaluation to undertake an assessment of the proposed travel and subsistence that may be incurred by the *Consultant* and any nominated Subconsultant.

The *Consultant* and nominated Subconsultants are required to provide the following information:

- Overnight accommodation
- Daily subsistence allowance
- Mileage rate for private cars
- Mileage rate for company cars

The *Consultant* and nominated Subconsultants are also required to provide an estimate for a return journey between their premises and the Dounreay Site with four nights accommodation included.

## 4. Pricing Information - Guidance Notes

### 4.1 *Consultant's* Grading of Resources

The key information that is being provided by the *Employer* is a table of "Consultant Grades" that are based upon the qualifications and experience of individuals.

The Tenderers are required to use this table to allocate their proposed resources to the most appropriate “Consultant Grade” for the completion of the Schedule that accompany this section of the ITT.

Consultant Grade Table

<b>Grade</b>	<b>Qualification/Membership</b>	<b>Experience</b>
Consultant Grade 1	HND or Degree	Graduate Trainee 0 Years Experience
Consultant Grade 2	HND or Degree	3 Years Experience
Consultant Grade 3	Degree or Incorporated Engineer	5 Years Experience
Consultant Grade 4	Chartered Engineer (MEng)	5 Years Experience
Consultant Grade 5	Department Head/Chartered Engineer	10 Years Experience

The content of the above table aligns with the competencies issued by the Engineering Council.

#### 4.2 Inflation

The *Consultant's* and Subconsultants' Rates contained in Schedule 1 and 2 shall include the cost of living and performance increases for the period 30 November 2020 – 30 November 2022.

The rate in this Schedule shall be adjusted on an annual basis through the use of Option X1 (See Contract Data Part 1). No other adjustments shall be permitted.

**SCHEDULE OF RATES**



### **Schedule 2 - Subconsultant's Hourly Rate**

One Schedule completed per nominated Subconsultant.

Subconsultant's Name:

[illegible]

**Schedule 3 - Travel & Subsistence**

**Consultant's Costs**

**Travel and Subsistence Costs**

<b>Description</b>	<b>Value £</b>
Overnight Accommodation (B&B)	
Subsistence Allowance (Includes all other meals)	
Private Car Mileage Rate	
Company Car Mileage Rate	

**Estimated Cost of return journey to Dounreay**

<b>Description</b>	<b>Value £</b>
Travel Costs (Specify plane/train/car)	
Accommodation costs	
Subsistence costs	
Other costs	
Total	

**Subconsultant's Costs**

**Subconsultant's Name:**

**Travel and Subsistence Costs**

<b>Description</b>	<b>Value £</b>
Overnight Accommodation (B&B)	
Subsistence Allowance (Includes all other meals)	
Private Car Mileage Rate	
Company Car Mileage Rate	

**Estimated Cost of return journey to Dounreay**

<b>Description</b>	<b>Value £</b>
Travel Costs (Specify plane/train/car)	
Accommodation costs	
Subsistence costs	
Other costs	
Total	

**SECTION 5**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### Background:

In accordance with Scottish Government Higher Activity Waste Policy and the contractual arrangements with the Nuclear Decommissioning Authority (NDA), DSRL (The *Employer*) are required to produce Letter of Compliance (LoC) submissions for the packaging of its Higher Activity Waste (HAW) [intermediate level] and have them assessed by Radioactive Waste Management Ltd (RWM). Endorsement by RWM will ensure that any final waste packages produced by DSRL will then be suitable for long term above ground storage or future disposal.

At this time, the *Employer* does not believe that any LoC work is required in support of HLW/Spent Fuel disposition.

The *Employer* has a diverse portfolio of projects that will produce final waste packages and will require LoC submissions to be prepared. Currently, the *Employer* is reliant on the supply chain to produce LoC submissions on behalf of the projects. That extends to addressing any Action Points that arise from the RWM assessment.

### Overview of Scope:

Based on the current the *Employer's* Lifetime Plan, the primary areas of support required, and hence the focus of the framework will be:

1. Letter of Compliance submission production including supporting documents; and production of responses to Action Points;

In order to support the LoC, additional tasks may be required that may potentially include the following areas:

2. Strategy Development/Options Workshops
3. Inventory development
4. Produce development Trials (laboratory scale through to full scale)
5. Package Waste Loading Trials
6. Waste package records

As the Letter of Compliance work area is niche, the *Employer* would also like to include a further task:

7. The identification of a consultant resource to act as the *Employer's* LoC Manager for a period of between 12-18 months. Ideally, the role will also include the mentoring of an *Employer's* employee to transition into that role. This option of delivering this service remotely through technology would be acceptable although some site visits will be required.

### Key Scope:

#### 1. LoC Production

The *Employer* will require around 20 waste LoC submissions to be prepared over the future years. There is also the potential production of information in response to Periodic Reviews by RWM. The LoC submissions will range from conceptual to final stage:



- The *Consultant* should be able to prepare LoC Submission documents to meet the requirements of RWM document WPS/908 – Guidance on the preparation of Letter of Compliance Submissions;
- The *Consultant* should be able to review the *Employer's* provided background information, extract relevant information and identify any missing information in support of the LoC production;
- The *Consultant* would be required to work with the waste producing project to complete the LoC submission;
- The *Consultant* may also be required to assist in addressing any issues/questions from RWM during the assessment process.
- The *Consultant* will also work with the *Employer* to complete waste package records ahead of approvals by RWM.
- The *Consultant* should also be able to review any action points from LoC Assessments and assist the *Employer* in defining and then carrying out packages of work to successfully close them out;

## 2. LoC Manager

The LoC work scope is a niche area and therefore may require specialist or experienced resource to deliver the service. The LoC manager role is required to co-ordinate and manage the *Employer's* future LoC work programme, act as the single point of contact with RWM and other external stakeholders as well as provide technical and strategic LoC advice to the *Employer's* projects. The *Employer* would wish the *Consultant* to provide an individual with a strong CV for this post.

To manage any Conflict of Interest that may arise and to mitigate the challenge from other suppliers the LoC Manager will not be involved in tender preparation or tender assessments for mini competitions under this Framework, and will only be responsible for management the contract once place, with oversight by the Employer's HAW Strategy Officer or the Waste Optimisation Manager. The tender preparation and assessment will be carried out by the *Employer's* HAW Strategy Officer or the Waste Optimisation Manager.

The *Employer* recognises that through the introduction of technology, this function could be undertaken remotely although a site presence will be required especially where project or RWM tasks require. The task may not require a 5 day per week availability, although the *Consultant* should confirm what commitment/availability they wish to offer.

During the period of the framework, the *Employer* will look to develop one of its own staff into the LoC Manager role and therefore the ability to mentor such a person and undertake knowledge transfer is a key requirement.

### Potential Other LoC support areas

## 3. Strategy Development/Waste Options Assessment

The *Employer* may require assistance to evaluate waste packaging options. This is generally undertaken through a facilitated workshop and the production of a report. The required work would include:

- Review available waste stream information.
- Identify possible conditioning and packaging options.

- Prepare and facilitate options assessment workshops and / or provide technically competent staff to participate in option workshops.
- Document output from workshops and prepare reports recommending the preferred solution

#### 4. Inventory development

The *Employer* recognises that in order to develop a LoC and address certain Action Points, there may be a requirement to utilise computer codes or other tools to develop and underpin waste package inventories or characteristics. These will support LoC areas such as, but not limited to:

- Radionuclide Inventory Development
- Criticality Assessment
- Physical Inventory
- Average and Maximum Inventories
- Package Heat outputs
- Package Dose rates
- Package Fissile Limits etc

The *Consultant* should be able to demonstrate the ability to review documentation/inventories either supplied by the *Employer* or by others and extract/interpret and manipulate available data to produce LoC quality data both in terms of waste/fuels stream and specific package contents data. In addition, the *Consultant* should be able to identify gaps and recommend possible solutions.

The *Consultant* should be also able to develop non-radiological inventory information in support of LoC production.

#### 5. Task Product Development Trials

The *Consultant* may require the *Consultant* to undertake processing trials e.g. (immobilisation or encapsulation trials) to underpin a selected waste packaging strategy. Generally, the focus will be on small scale but may require confirmatory trials at full scale. Active trials will only be required where either the activity of the waste or its characteristics dictate that inactive trials may not fully demonstrate product quality.

The *Consultant* should be able to develop and assess a range of formulations to demonstrate the selection of the most appropriate for a specific waste stream.

In addition, the ability to undertake testing of product quality parameters may include but are not limited to:

- a. Compressive strength.
- b. Thermal performance.
- c. Radiation stability
- d. Dimensional stability.
- e. Gas generation (radioactive and non-radioactive).

The *Consultant* may also require specific assistance on immobilisation or encapsulation which may require either attendance at meetings, production of reports following desk-based work or simply specialist advice by email for example.

## **6. Product Development Trials – Package Loading**

The *Employer* may require the *Consultant* to undertake packaging trials, produce inactive simulants and then loading them into proposed waste containers etc to underpin a selected LoC Strategy.

This may include the ability to conduct trials work on any identified techniques from small (lab-scale) possibly through to full-scale mock-ups.

## **7. Waste Package Records**

RWM have recently developed a Final Waste Package records process. The *Employer* may require the *Consultant* to support to deliver approved waste package records. The work will focus on collation of waste package records or provision of resource to supplement the *Employer's* team to deliver approved records.

### **Output Format:**

All deliverable documentation under the framework shall be provided as hard copy and electronic native file format (e.g. MS Word, Excel etc) along with all references and supporting documents, such as spreadsheets. The exact format for data transfer will be agreed dependant on security classification.

### **Security Considerations**

The following information is to be read in conjunction with the security requirements contained in the General Requirement section that follows.

### **For information at this time only:**

The Office for Nuclear Regulation formerly accredited IT systems user by nuclear Site Licence Companies and key sub-contractors. Accreditation has now become the responsibility of individual SLCs.

The *Employer* will require any company wishing to use an IT network (local or wide area) for sensitive nuclear information deemed to be OFFICIAL-SENSITIVE or higher must gain independent accreditation from an approved service provider prior to contract award. Any relevant critical findings must be resolved before any information can be stored on that system, and any relevant high recommendations must be addressed within three months of the visit date. The *Employer* reserves the right to review the test report and remediation plans.

**GENERAL REQUIREMENTS**

## SERVICE INFORMATION

### 1.1 SECURITY REQUIREMENTS

#### WIB001

The *Consultant* complies with the *Employer's* requirements for entry to the premises and site as instructed by the *Employer's Agent*.

#### WIB002

Upon presentation of a justifiable reason the Employer reserves the right to request the removal from or to deny access to the Employer's Premises for any of the Contractor's or Subcontractor's personnel. The right to invoke this requirement will be at the sole discretion of the Employer.

#### WIB003

The Dounreay premises are policed by the Civil Nuclear Constabulary (CNC) supported by a Civilian Guard Force (CGF). The *Consultant's* personnel are required to comply with any police and security regulations and instructions given by the CNC, CGF or the *Employer's Agent*. The *Consultant's* personnel and any equipment which the *Consultant's* personnel bring to the Dounreay premises will at all times be liable to search by the CNC and/or the CGF.

#### WIB004

The *Consultant* implements all security procedures required and meets all costs of complying therewith, including loss of time due to vetting, the issue and examination of passes and routine searching. Full details and procedures are obtainable from the *Employer's Agent*.

#### WIB005

The *Employer* will pay for the security clearance (vetting) of the *Consultant's* personnel. Dependent on the level of clearance required, the *Contractor* should allow the following processing times as a minimum:

- Baseline Personnel Security Standard (BPSS) clearance for access to the Dounreay premises: 10 working days
- Security Check (SC) level clearance; if required for access to the designated areas e.g. for FCA access: 4 calendar months.
- Developed Vetting (DV) level clearance (DV): 6 calendar months.

These time scales are dependent on the personal circumstances of the applicant and the correct, accurate and successful submission of the vetting forms to the vetting agency. Incorrect and inaccurate forms will certainly result in additional delays. The timescales stated above are provided for guidance purposes only.

#### WIB006

The *Consultant* obtains security clearance for his personnel in sufficient numbers to ensure he can work to his programme. The *Employer* is unable to commit to specified times for the security clearance and cannot be held responsible for delays to the *Consultant's* work.

WIB007

Security Procedures will be advised at the visit to the Dounreay premises that may happen as part of the competitive tendering process or shortly after contract award.

WIB008

The *Consultant* is normally permitted access only to the site and communal areas (except insofar as he will have to go through parts of the premises to gain access to the site). Any *Consultant's* application for access to other parts of the premises requires the acceptance of the *Employer's Agent*.

WIB009

The *Consultant* ensures that all his personnel are appropriately dressed at all times with passes openly displayed as appropriate for the work location.

WIB0010

The *Consultant's* attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989, the provisions of Section 11 of the Atomic Energy Act 1946, Section 79 of the Anti-terrorism, the Crime and Security Act 2001 and the Nuclear Industries Security Regulations Act 2003. The *Consultant* takes all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any works in connection with this contract have been notified that these statutory provisions apply to them and continue so to apply after the Completion or earlier termination of this contract.

WIB011

Unauthorised photography / image recording is prohibited at the premises, including mobile phone cameras / image recorders and vehicle dashboard cameras. The *Employer's Agent* is consulted to obtain all necessary approval for photography and image recording at the premises.

WIB012

The contract may be deemed classified if it involves the *Consultant* accessing and producing UK Protectively Marked Information (PMI) / Sensitive Nuclear Information (SNI) (such as Official – Sensitive). If the *Consultant* requires access to or to produce SNI at premises other than the Dounreay Site, then these premises are to be accredited and approved by Office for Nuclear Regulation (ONR) / the *Employer's* Security Department prior to the issue of such information.

If it is the intention to sub-contract part of the *services*, the Subconsultant's details must also be forwarded to the *Employer* for approval. If there is a requirement to access/produce SNI at the Subconsultant's premises, then these premises are also to be accredited and approved by Office for Nuclear Regulation (ONR) / the *Employer's* Security Department prior to the issue of such information.

It is a condition of such a classified contract that the PMI/SNI is adequately protected in accordance with current security requirements. A Security Aspects Letter (SAL) will be issued via the *Employer's* Security Department advising the security measures that must be applied in protecting material bearing this marking.

The *Consultant's* attention is specifically drawn to Section 79 of the Anti-terrorism, Crime and Security Act 2001 which makes it an offence to intentionally or recklessly make disclosure of information which might prejudice the security of any nuclear site, material or transport.

The *Consultant's* attention is also drawn to the Nuclear Industries Security Regulations 2003 (NISR03), as amended. Regulation 22 of NISR refers to the duties of persons who are entrusted with PMI/SNI. In summary, such persons are to maintain such security standards, procedures and arrangements as are necessary for the purpose of minimising the risk, loss, theft or unauthorised disclosure of, or unauthorised access to, any PMI/SNI within their possession or control.

PMI/SNI must not be transmitted over the internet, sent overseas or processed on non-accredited IT systems and networks.

The *Employer* and ONR reserve the right to inspect these arrangements at any point for suitability and compliance with the security requirements.

WIB013

Where the *Consultant* deals with information that is classified Official-Sensitive and higher, the *Consultant* shall provide evidence that they have complied with the requirements of the UK Government's Cyber Essentials programme.

## 1.2 PREMISES & SITE REQUIREMENTS

WIC001

The *Employer's* normal starting and finishing times at the premises are Monday to Friday 0800 hours to 1615 hours.

The premises are normally closed during public holidays, the period between Christmas Day and New Year and the following days:

- Good Friday and Easter Monday
- Two days for the Spring Bank Holiday (Late May)
- Two days for the Summer Bank Holiday (Early August)

WIC002

The *Consultant* has regard to the normal starting and finishing times of the *Employer* at the Dounreay premises.

WIC003

The *Consultant* obtains the *Employer's Agent* prior approval to work outwith the normal working times.

WIC004

If the *Consultant* proposes to work outwith the normal working times and this requires the *Employer* to maintain supervision, the *Employer*, at his sole discretion may charge the *Consultant* for the costs of such additional supervision.

WIC005

The *Consultant* complies with the *Employer's* premises and site emergency arrangements and ensures that all his personnel know how to raise and respond to an emergency alarm. The *Consultant* takes part in emergency exercises unless instructed otherwise in advance by the *Employer's Agent*.

WIC006

Emergency arrangements, instructions and working notices which have been accepted by the *Employer's Agent*, are put in place by the *Consultant* in respect of work which he is managing.

WIC007

Where the *Employer* provides accommodation to the *Consultant* for the provision of the services it is detailed elsewhere in the Scope.

WIC008

The *Consultant* ensures that all necessary measures to prevent fire are taken.



### 1.3 COMPLIANCE REQUIREMENTS

WID001

The *Consultant* complies with any requirements of the *Employer*, as licensee, to direct and control matters related to the nuclear site licence granted under the Nuclear Installations Act 1965, as amended.

WID002

The *Consultant* complies with the requirements of the ONR Security Assessment Principles, Security Safety Principles and the relevant DSRL Management System documents. These are available on request from the *Employer's Agent*.

In relation to ONR Security Assessment Principles SyDP 8.3 'Ongoing Personnel Security' the *Consultant* will inform DSRL of any employee holding security clearance (SC & DV) that has any issues that may affect that clearance, in compliance with the principle.

WID003

The *Consultant* maintains records to demonstrate compliance with the requirements of the Working Time Regulations. The *Consultant* makes these available as requested by the *Employer's Agent*.

WID004

The *Consultant* designs to the standards under the Building Regulations exercised by the local Planning Authority.

WID005

The *Consultant* appoints one of his key people to be his on-site representative and the *Employer's Agent* contacts that person when giving instructions to the *Consultant*. The *Consultant's* nominated representative attends regular meetings with the *Employer's Agent*.

WID006

The *Consultant* ensures that any of his personnel and Subconsultants engaged to Provide the Services or having duties which may affect safety on the *Employer's* premises are suitably qualified and experienced.

WID007

If requested, the *Consultant* provides the *Employer's Agent* with training records of his personnel employed or proposed to be employed on the *services* including those of his Subconsultants.

WID008

The *Consultant* will ensure that his personnel and those of his Subconsultants comply with the *Employer's* policy POL 009 regarding Alcohol & Drugs Consumption and Misuse. Where personnel of the *Consultant* or Subconsultants are excluded from the Dounreay premises under this policy the *Consultant* will provide a replacement of equivalent skill and experience.

WID009

The *Consultant* will ensure that his personnel and those of his Subconsultants comply with the *Employer's* policy POL 2011 regarding Dignity at Work. Where personnel of the *Consultant* or Subconsultants are excluded from the *Employer's* premises under this policy the *Consultant* will provide a replacement of equivalent skill and experience.

WID010

Smoking is only permitted in authorised external smoking shelter areas on the Dounreay premises.

WID011

The *Employer* uses a web based NEC3 Software Package (called "CEMAR") for the contract management process. The *Consultant* is required to use the system. The *Employer* provides access to the system and the initial training of users at no cost to the *Consultant*.

WID012

The *Consultant* monitors compliance of his personnel and his Subconsultants with the SH&E requirements of this contract.

WID013

The *Employer* monitors the *Consultant's* SH&E performance. The *Consultant* does not charge for the costs of his involvement, and complies with the *Employer's Agent* instructions following any such monitoring.

WID014

The *Consultant* provides all equipment for the *services* unless otherwise specified in the Scope.

WID015

The *Consultant* ensures that all equipment brought onto the Dounreay premises complies with the relevant statutory requirements and British or European Standards. The *Consultant* ensures that all equipment is in good working order and fit for purpose. The *Consultant* demonstrates to the *Employer* that their equipment has been subject to required statutory test and inspection before the equipment is used.

WID016

The *Consultant* clearly marks all equipment before it is brought onto the *Employer's* premises.

WID017

The *Consultant* ensures that all equipment is adequately protected and secured from tampering by unauthorised personnel.

WID018

The *Consultant* does not use any equipment which is considered by the *Employer's Agent* to be unsafe. The *Employer's Agent* acceptance of any equipment does not relieve the *Consultant* of any of his responsibilities or liabilities associated with the items.

WID019

The *Consultant* ensures that his equipment used for measurement purposes is suitably calibrated and has an appropriate certificate of calibration which the *Employer's Agent* may request to see.

WID020

Two way radios are not used on the premises without the prior approval of the *Employer's Agent*.

WID021

The *Consultant* cares for equipment provided by the *Employer* to the satisfaction of the *Employer's Agent*.

WID022

The *Consultant* does not tamper with or operate any services, tools, equipment or the like which is not his except with the acceptance of the *Employer's Agent*.

WID023

The *Consultant* ensures that his equipment is removed from the Dounreay premises in accordance with the *Employer's* arrangements as agreed with the *Employer's Agent*.

WID024

The *Consultant* accesses parts of the *Employer's* computer network, only using the *Employer's* equipment and as agreed by the *Employer's Agent*. The *Employer's* equipment or network is used solely for the purpose to Provide the Services. The *Consultant's* own computer equipment is not to be connected to the *Employer's* computer network.

WID025

Where the *Consultant* uses his own standalone equipment (e.g. laptops) data must not be transferred without a virus check approved by the *Employer*. Information passed to the *Employer* by disc or electronic means is to be free of contamination by viruses. The *Employer's* data may only be accessed or copied with the agreement of the *Employer's Agent*.

WID026

The *Consultant* complies with the *Employer's* Standard STD2005 for driving on the Dounreay premises.

WID027

The *Consultant* ensures that he does not impede traffic at the *Employer's* normal starting and finishing times.

WID028

The *Consultant* will ensure that any Heavy Goods Vehicle or any vehicle with powered hydraulics attending the Dounreay premises will have a spill kit. The spill kit should be appropriate for the hazard presented by the vehicle and its cargo. The *Consultant* shall also ensure that the driver/operators are trained in the use of the spill kit.

Following deployment of the spill kit, the *Consultant* shall immediately inform the *Employer/ Project Environmental Advisor* who will then advise regarding further action to be taken.

WID029

The *Consultant* ensures PPE provided for his employee is stored, tested and maintained in accordance with best practice as published in the HSE guidelines.

WID030

Notices relevant to the premises may be published by the *Employer*. The *Consultant* complies with such notices and instructions contained therein.

WID031

The *Consultant* does not use examples of work undertaken at the premises or on behalf of the *Employer* for publicity purposes without the *Employer's* consent. The *Employer* requests that any publicity material regarding award of a contract, including intended dates of publication be shared with the *Employer* in advance of publication.

WID032

The *Consultant* does not display advertisements.

WID033

The *Consultant* ensures that all deliveries to the *Employer's* premises are in accordance with the requirements of the *Employer's* Standard STD 2006 that details the requirements for the safe transit and offloading of plant, equipment and materials.

## 1.4 GENERAL HEALTH & SAFETY REQUIREMENTS

### WIE001

Prior to commencement of onsite activities, the *Consultant's* personnel undertake training courses related to safety procedures at the Affected Property and the requirements of this contract. This includes Affected Property (and facility) Basic Common Induction Standard Training and work specific safety. No charge will be made for the tuition and no reimbursement of the *Consultant's* costs or loss of productivity will be made.

### WIE002

Every working day the *Consultant* provides the *Employer* with a record of the names and function of the people and the equipment employed to Provide the Services at the Dounreay premises for Safety and Personnel Accountancy records.

### WIE003

The HSE document CDM2015 Construction Design and Management Regulations 2015 Guidance Note provides practical guidance on complying with the duties set out in the CDM Regulations. For information see STD2008.

### WIE004

In relation to the Services, the *Employer* requires to be informed of all accidents or events that have affected or could have affected the safety of persons, or involved damage to plant or the environment regardless of the degree of actual or potential injury or damage. This includes a requirement on the *Consultant* to report to the *Employer* any information which suggests that safe operation, or the safe condition of a plant, is in question.

### WIE005

In the event of an unusual occurrence, the *Consultant*:

- Takes any necessary action to make the situation safe.
- Does not dispose of evidence indicating the cause of the occurrence, unless necessary to secure safety.
- Immediately notifies the *Employer's Agent* and completes a notification form supplied by the *Employer's Agent*.
- Assists in incident investigations, as required by the *Employer's Agent*,

PRC 0001 refers.

### WIE006

The *Consultant* responds to any actions resulting from an unusual occurrence to the satisfaction of the *Employer's Agent* and at no cost to the *Employer*.

### WIE007

Emergency systems occasionally require the suspension of work. When the *Employer* gives notice, all personnel report to a place nominated by the *Employer* and remain there until permitted to resume work.

## 1.5 QUALITY REQUIREMENTS

### WIF001

The *Consultant* establishes, operates and maintains a Quality Management System for and throughout the provision of the *services*. The system meets the requirements of BS EN ISO 9001 Quality Systems; Model for quality assurance in design, development, production, installation and servicing.

### WIF002

The *Consultant* provides the *Employer* with access to their premises, and the premises of any Subconsultant, supplier or vendor engaged in the *services*. Access is afforded at any reasonable time, on receipt of written notification from the *Employer* or nominated representative, for the verification or examination of the *Consultant's* management arrangements in relation to the *services*.

### WIF003

The *Consultant* develops and submits to the *Employer's Agent* for acceptance a detailed Quality Plan applicable to the *Employer's Agent* within two weeks of the contract award date and meets the requirements of the International Standard BS ISO 10005, Quality Management – Guidelines for Quality Plans.

### WIF004

Once the *Employer's Agent* accepts a Quality Plan, the *Consultant* makes no changes to the contents of any such Quality Plan without further acceptance.

### WIF005

The *Consultant* provides the *Employer's Agent* with a controlled copy of the accepted Quality Plan and ensures that the version so provided is maintained at the most recent issue status.

### WIF006

The *Consultant* complies with the *Employer's* requirements for design activities as specified in the Drawing Practice Standard STD 0011.

### WIF007

All engineering drawings produced or modified for the *Employer* will be in accordance with the *Employer's* Engineering Manual MAN 004, Procedures PRC 2103 and 0104 and Drawing Practice Standard STD 0011.

### WIF008

The *Consultant* specifies only plant and materials which comply with the relevant British or European Standard.

### WIF009

Any product specified to comply with a British Standard for which there is no equivalent European Standard may be substituted by a product which complies with a national standard of another Member State of the European Union or a UK recognized international standard. These standards specify requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. The *Consultant* notifies the *Employer's Agent* of all such substitutions and submits, for acceptance, evidence confirming that the products comply with

the specified requirements. Any documents submitted in a language other than English must be accompanied by English translation.

WIF010

Any proposal for use of an alternative product includes proposals for substitution of compatible accessories, with evidence of equivalent durability, function and appearance of the construction as a whole.

## 1.6 ENVIRONMENTAL & WASTE REQUIREMENTS – NON ACTIVE

WIG001

The *Consultant* implements the UK Government's waste hierarchy and applies and follows environmental good practice guidelines as issued by the Scottish Environment Protection Agency.

WIG002

The *Consultant* complies with the requirements of the Environment Agency / Scottish Environment Protection Agency Pollution Prevention Guides.

WIG003

The *Consultant* complies with premises arrangements for the disposal of all controlled, hazardous / special (and radioactive) waste as per the *Employer's* Manual MAN 2007 Dounreay Waste Manual.



## 1.7 RADIOLOGICAL REQUIREMENTS

WIH001

The *Consultant* notes that his personnel may be working within radiological designated areas, as defined by the Ionising Radiation Regulations 2017.

WIH002

All personnel working in designated areas will be required to attend specific training, provided by the *Employer* to familiarise themselves with the radiological hazards in the plant.

WIH003

The *Consultant* ensures that personnel comply with any rules laid down by the *Employer* relating to radiological designated areas, (full details are contained in the DSRL Management System Radiological Protection Standards and Procedures) including the following:

- Personnel only enter designated areas with permission from the *Employer's Agent*.
- Personal dosimeters and other monitoring devices specified by either the *Consultant* or the *Employer* are worn correctly.
- Personnel to provide biological samples when requested by the *Employer*
- Personnel are required to be available, when requested by the *Employer*, to allow measurements to be undertaken to assess internal doses
- Personnel to comply with the work clothing and PPE requirements for designated areas.
- Equipment is not taken into radiological designated areas without the acceptance of the *Employer's Agent*.
- Non-classified persons only enter or work in Controlled Areas under the conditions of written arrangements, which are issued in consultation with the *Employer's Radiological Protection Advisor (RPA)*.

WIH004

The *Consultant* notes that he will incur costs when working in designated areas which he would not normally incur when working in non-designated areas:

Before setting to work persons who have worked in radiological areas outwith the Dounreay premises, may be required to provide biological samples and to be available, when requested by the *Employer* to allow measurements to be undertaken to establish an internal dose baseline

The available working time for work done in designated areas is reduced by the time lost by labour using changing rooms and transit times from the changing room to the place of work.

The information above is given without prejudice for the guidance of the *Consultant* and is based on present and predicted conditions relating to work in designated areas. The *Consultant* is deemed to have made his own judgement and due allowance in his prices for this type of working conditions.

WIH005

The *Employer* provides at no cost to the *Consultant*:

- All clothing for wear in designated areas

- Standard PPE for working in radiologically designated areas as defined by the Ionising Radiations Regulations 2017, including but not limited to
  - Safety Shoes
  - Hard Hats
  - Ear Protection
  - Rubber Gloves
  - Non Prescription safety Glasses
  - Respirators

WIH006

White coveralls are not to be worn in areas that are not controlled or supervised under the Ionising Radiations Regulations 2017, in order to avoid confusion with those areas where such coveralls are compulsory.

WIH007

The *Consultant* arranges with an Approved Dosimetry Service (ADS) to provide, record keeping, an assessment of the external radiation dose using suitable personal dosimeters, and where necessary, internal radiation dose, to classified persons. The *Consultant* notifies the *Employer's Agent* with the names of his and any Subconsultant's ADS

The *Employer's Agent* specifies any requirement for internal dosimetry, including personal air sampling and biological assay which will normally be carried out by the *Employer's* appointed ADS. The *Employer's Agent* will issue external dosimeters for extremities, eye and neutron dose assessment as required which will be processed by the *Employer's* ADS.

WIH008

The *Employer's Agent* arranges for all *Consultant's* personnel working in radiation designated areas to be issued with a DSRL dosimeter for the *Employer's* records. The *Consultant* may request that this dosimeter be used as their dosimeter for the assessment of whole body and skin doses for the period they work on the Dounreay premises, with all assessments information being used by the *Employer*. The *Consultant* provides information on statutory dose assessments to the *Employer* monthly or at longer periods as agreed in writing with the *Employer's Agent*.

WIH009

Any requirement on the *Consultant* to provide internal dosimetry samples from his personnel or his Subconsultant's personnel is deemed to form part of the Scope.

## 2 SITE INFORMATION

### 2.1 Location

SIA001

The *services* will be undertaken at the *Employer's* premises at the following address:

- Dounreay, Caithness, KW14 7TZ

SIA003

The *Consultant* is responsible for the provision of Personal Protective Equipment (PPE) for the Site

### 2.2 Services

SIA004

The following services are available to the *Consultant*.

- Fire, Ambulance and Emergency Medical Services - at no cost to the *Consultant*.
- The *Employer's* internal telephone and internal mail services - at no cost to the *Consultant*.
- Restaurant and Canteen Services - the *Consultant* notes that the services are open only at set times and that the *Employer's* decision regarding personal cleanliness, dress (no overalls or boots) and good behaviour, is final.
- Occupational Health Services - subject to agreement (including charges) with the Service Provider.