

Reference Number: FOIAH2324/740
From: Private Individual
Date: 28 March 2024
Subject: National Contractor Framework

I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the contract below.

National Contractor Framework:

<https://eu-west-1.protection.sophos.com?d=contractsfinder.service.gov.uk&u=aHR0cHM6Ly93d3cuY29udHJhY3RzZmluZGVyLnNlcnZpY2UuZ292LnVrL05vdGljZS8wZTM4NmZjYS0wNThhLTQ5ZTktODgxYi00ZDRjOTM4Y2Y4ZGI=&i=NjE1ZWVhYUwZTAzZDUwZjMwZTEyMGE3&t=c0tjLytYTzF6SkUwSFV6US9OQWJSWmhDUUpNYnlKcHZISWFrdIRMQjMxbz0=&h=6a137ae7a00940ec94f2a1f90c22926e&s=AVNPUEhUT0NFTkNSWVBUSVYS-6C5rkFj8FRdYpA7H5gNnDD8CBknL2vTIQDrXic3v7XynCkGXbQUZMiqIOuPoJs>

Q1 What are the contractual performance KPI's for this contract?

- A1
1. Safety
 2. Cost management (pre-construction)
 3. Cost Management (construction)
 4. Time management (pre-construction)
 5. Time management (construction)
 6. Fair payment
 7. Authority/End-User satisfaction (service)
 8. Authority/End-User satisfaction (product)
 9. Defect Management
 10. Social Value Add

Q2 Suppliers who applied for inclusion on the framework and were successful & not successful at the PQQ & ITT stages

A2 Successful contractors can be found here -
<https://www.contractsfinder.service.gov.uk/Notice/0e386fca-058a-49e9-881b-4d4c938cf8db>

Contractors who were unsuccessful at the unsuccessful at the Pre-Qualification Questionnaire (PQQ) and Invitation to Tender (ITT) stages:

- Armac Demolition Limited
- Bespoke Construction Services Limited
- Buckingham Group Contracting Ltd
- Bugler Developments Limited
- Built Fitout & Refurbishment Limited

- Connell Brothers Ltd
- DDS Demolition Ltd
- Econ Group Limited
- Eric Wright Construction Ltd
- Farrans Construction trading as a division of Northstone (NI) Limited
- Gallaway Construction Ltd
- J. Harper & Sons (Leominster) Ltd
- Jerran Falkus Construction Limited
- Jessup Brothers LTD
- John F Hunt Regeneration Ltd
- Kaberry Construction Ltd
- Kimpton Ltd
- King Builders Gloucester Ltd
- Liftingworx Limited
- Mercer Building Solutions Limited
- MITIE Technical Facilities Management Limited
- R&R Contracts - Renovation & Refurbishment Specialists Limited
- Servo Securities Ltd T/A Servo Group
- Thompsons of Prudhoe Ltd
- Topcoat Construction LTD T/A TCL Group
- Whitfield and Brown Developments

Q3 Actual spend on this framework (and any sub lots), from the start of the contract to the current date, including a split per supplier

A3 £327m is the total that has been secured via the framework to date, however the figure for the total awarded is £111m. Broken down by supplier below:

Aptus Construction Ltd - £250,000
Axis Europe plc - £200,000
Britcon (UK) Limited - £3,840,000
Carmelcrest Ltd - £50,000
Danaher & Walsh (Civil Engineering) Ltd - £8,000,000
Etec Contract Services Ltd - £595,000
Kier Construction Ltd - £4,888,850
Marcon Construction Ltd - £401,685
Neilcott Construction Ltd - £17,625,936
O'Connell Contracting Ltd - £511,815
Overbury Plc - £17,049,000
PP O'Connor Group Limited - £100,000
Quinn - £624,995
Robertson Construction Group Ltd - £30,050,000
Seddon Construction Ltd - £450,000
Sewell Construction Ltd - £11,187,397
Speller Metcalfe Malvern Ltd - £6,100,000
Stepnell Ltd - £2,150,000
Thomas Sinden Ltd - £900,000
VolkerFitzpatrick Limited - £6,500,000

Q4 Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?

- A4
1. The Contractors nominated National Framework Manager is responsible for ensuring all project teams (across all regional lots) are aware of the duties set out within this schedule and the National Performance Management System (NPMS) in operation across this Framework Agreement.
 2. The Contractor will ensure that their works and services are at all times compliant with the Law of the United Kingdom, as applicable to the jurisdiction applicable to the project contract.
 3. The Contractor will adopt measures to improve efficiency and value for money to assist End Users in the achievement of the targets set out in the Government Construction Strategy and Construction Playbook at both framework and project contract level.
 4. The Contractor shall promote collaborative working, and support the principles of the Construction Playbook to support the bringing together of commercial best practice and reform, to drive better faster greener delivery, by being safer, more innovative, and using where appropriate manufacturing approaches which will increase the speed of end to end projects and programmes.
 5. Where appropriate to the project value and End-User, the Contractor will adopt the measures set out in UK Government policy, guidance and standards including Government Soft Landings (GSL), Building Information Modelling (BIM) and Common Minimum Standards (CMS).
 6. The Contractor will at all times provide personnel who have the relevant qualifications, technical skills and experience for works and services subject of each Lot to which they are appointed. The Contractor will also ensure that their personnel have appropriate knowledge of the relevant safety and environmental standards, relevant for each Project
 7. In the event of the absence of personnel originally allocated to a Project, the Contractor will ensure that subsequent replacement personnel will be of the same level of relevant experience.
 8. The Contractor will work with the Procure Partnerships Framework to set in place business and cultural processes to enable and agree mechanisms which achieve continuous improvements in time, quality and costs over the framework delivery period.
 9. The Contractor will respond to the Procure Partnerships Framework within 3 days of receiving a Project Initiation Form outlining their intention to tender (or not). If the Contractor decided not to tender then they are to outline their reasons why to the Procure Partnerships Framework within this 3 day period.
 10. The Contractor will submit tenders in line with the terms set out within the call off documentation whether direct award or mini competition. The Contractor will accept that End Users reserve the right to exclude non complaint mini-competition submissions at any stage.
 11. The Contractor will enter into a Call-Off Contract with each End-User upon successful award of a project on the basis of the Call-Off Contract specified

during the call-off process and shall not seek to negotiate amendments to that Call-Off Contract in line with the Framework Agreement entered into.

12. The Contractor will inform the Procure Partnerships Framework of any tender withdrawal 24 hours before informing the End User client. In addition, the Contractor will not directly contact the End User client direct in the period between the issuing of the Project Initiation Form and the issuing of the tender documentation.
13. The Contractor will not decline three consecutive tender opportunities in any individual lot over the lifecycle of the Framework Agreement.
14. The Contractor is to nominate regional Framework points of contact for the following disciplines: Framework Manager, Social Value Manager, Marketing Manager, Business Development Manager, and Finance Manager.
15. The Contractor will submit to Procure Partnerships Framework full project directories within 4 weeks of appointment to any project under this Framework Agreement.
16. The Contractor will at all times for the duration of the Framework Agreement, and the term of any individual Call-Off Contracts, comply with the relevant standards for the scope of the works and services required, and will maintain and hold in place the processes, procedures, levels and accreditations declared in their Evaluation Stage 1 Tender Submission resulting in them being awarded a place on the relevant Framework Lot, including but not limited to; Economic and Financial Standing, Building Information Modelling, Environmental Management, Health and Safety, Quality Management Systems, Cyber Essentials and Data Protection, and must notify the Procure Partnerships Framework without delay of any actual or anticipated changes in this respect whether or not resulting from the Contractor's own choice.
17. The Contractor will at all times for the duration of the Framework Agreement, and the term of any individual Call-Off Contracts maintain the mandatory minimum insurance levels
18. The Contractor will ensure that their works meet any findings and recommendations, as required by the Project Brief, identified by the independent review of Building Regulations and Fire Safety.
19. The Contractor will select its Supply Chain through fair, open and transparent competition. The Contractor will establish and develop relationships and contractual arrangements with its Supply Chain that are complementary to the relationships and contractual arrangements under the Framework Agreement.
20. The Contractor will ensure the co-ordination of all outputs provided by its Supply Chain in the delivery of the works and will effectively manage all interface risks to provide a seamless service for all Projects / Call Off Contracts.
21. The Contractor will have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its Supply Chain. Such processes will include measurement of

the Supply Chain's performance in relation to cost, programme and quality of the works and services delivered

22. The Contractor will manage its Supply Chain to ensure that the required standards for the delivery of the works and services are consistently achieved 'first time'.
23. The Contractor will be expected to sign up to the UK Government Construction Supply Chain Payment Charter and pay Supply chain members delivering projects in partnership with the Contractor within 30 days of submitting an invoice.
24. The Contractor will provide the Procure Partnerships Framework the agreed GMP value for each project awarded under the framework before starting on site.
25. The Contractor will provide the Procure Partnerships Framework the agreed GMP value for each project awarded under the framework before starting on site.
26. The Contractor will notify the Procure Partnerships Framework of a breach of health and safety legislation or any prohibition notices or any improvement notices issued by either the Health and Safety Executive or any other public or statutory body within 30 days of issue.
27. The Contractor will submit formal KPIs as outlined within the Framework Agreement twice throughout the project lifecycle: Once within 30 days of a project commencing on site and the other within 30 days of project completion.
28. The Contractor will submit quarterly project reporting on each live project that they have been awarded under the Framework Agreement both throughout the pre-construction and construction phases.
29. The Contractor will recognise that some data provided under this Framework Agreement and in Call-Off Contracts will be protectively marked and/or may contain potentially sensitive information. The Contractor will protect such data, in accordance with the security classification, and will also ensure that GDPR compliant data management systems are in place. Further information and/or requirements in respect of sensitive data will be provided in each project Call Off Contract.
30. The Contractor will ensure that upon appointment to the Framework that they hold the required insurance levels as detailed within the Framework Agreement. In addition, the Contractor is to ensure that insurance levels are maintained throughout the term of the Framework Agreement, and must submit updated certificates to the Procure Partnerships Framework without delay whether the update relates to a renewal, a change in provider or cover level or otherwise.
31. The Contractor will ensure that it will have in place and maintain the mandatory minimum insurances detailed in within the Framework Agreement. Individual projects may require additional levels of insurances, which will be detailed in the Call-Off Contract and documentation, and the Contractor commits to providing these additional levels of insurance if it engages in the call-off process whether direct award or mini-competition.

32. The Project Call-Off Contract may require the Contractor and Supply Chain to provide warranties and/or Performance Bonds and/or Parent Company Guarantees for the works to be delivered. Specific warranty and/or Performance Bond and/or Parent Company Guarantee requirements will be defined for each Project and Call-Off Contract.
33. The Contractor will engage with a End User on a fully open book basis when pricing the second stage of a two stage tender process.
34. The Contractor is not permitted to assign or novate in whole or in part their duties or obligations under the Framework Agreement to any third party without the prior consent in writing of the Authority.
35. The Contractor will work with its Supply Chain to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each Project Call-Off Contract, which reflects the risk allocation to be utilised within the Project Call-Off Contract and the roles and responsibilities set out within.
36. Unless specified to the contrary in the Project brief, the Contractor will be required to apply the Government Soft Landings Framework to all projects with values over £1m, including design workshops, commissioning management, fine tuning and post occupancy evaluation
37. The Contractor will support the End-User to comply with the Public Services (Social Value) Act 2012 and identify proposed social value initiatives, proportionate and relevant to each Project Call-Off Contract. End-User requirements will be set out in the Project Call-Off documentation and Call-Off Contract.

Q5 Is there an extension clause in the framework and, if so, the duration of the extension?

A5 There is no extension clause in the framework.

Q6 Has a decision been made yet on whether the framework is being either extended or renewed?

A6 As stated above, there is no extension option for this framework. The framework was only awarded in November 2023 so still has c.3.5 years left to run. Consequently, a decision on whether the framework will be renewed will be made closer to the framework end date.

Q7 Who is the senior officer (outside of procurement) responsible for this contract?

A7 Director of Finance, Alder Hey Children's NHS Foundation Trust, Eaton Road, Liverpool L12 2AP.