

## APPENDIX A

# Statement of Requirements

## Contract Title: Land and Property Services Lot 1

Contract Ref: CT4218

**Version: V1.2**

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Date: 21/07/2025

Classification: OFFICIAL-SENSITIVE COMMERCIAL

## Glossary of Terms

Term	Definition
CDM	Construction, Design and Management Regulations 2015
CMP	Contract Management Plan
CPO	Compulsory Purchase Order
DCO	Development Consent Order
DfT	Department for Transport
EDMS	Electronic Document Management System
EMP	Environmental Management Plan
EMS	Environmental Management System
EWR Co	East West Railway Company
GDPR	General Data Protection Regulation
HSMS	Health and Safety Management System
HSSMP	Health, Safety and Security Management Plan
ICE	Institute of Civil Engineers
ISO	International Organization for Standardization
KO	Key Output
KPI	Key Performance Indicator
LAP	Land Acquisition Plan
LARMS	Land Access Requirements Management System
Lot	The individual package of services to be delivered by the Supplier
LEP	Landowner Engagement Plan
M&E	Mechanical & Electrical
NAO	National Audit Office
NIC	National Infrastructure Commission
PCE	Property Cost Estimate
PEP	Project Execution Plan
RICS	Royal Institution of Chartered Surveyors
Services	The services to be provided by the Supplier to meet the Statement of Requirements and any other requirements that are necessary to deliver the objectives of the programme



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# 1. Introduction

## 1.1 Purpose

1.1.1 The Contract Authority (EWR Co) is seeking bids for the provision of Land & Property Services. The scope of which is described within this Statement of Requirements.

## 1.2 About the Project

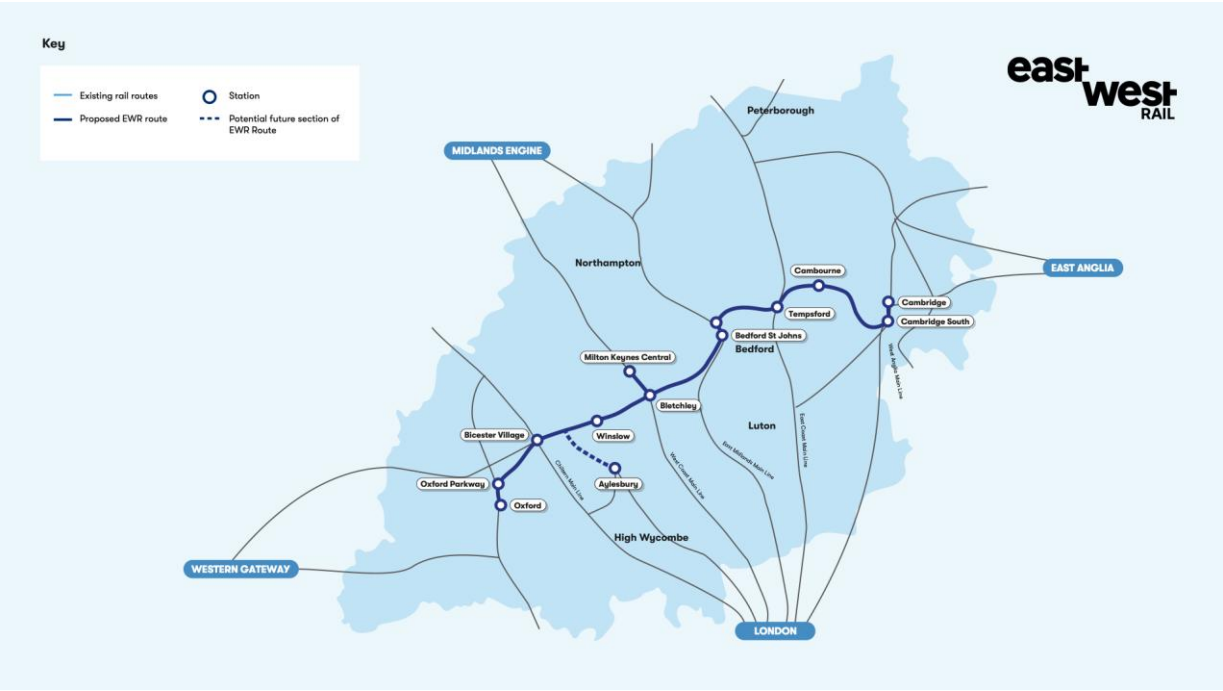


Figure 1: Map of East West Rail

East West Rail (EWR) is a nationally significant enabler of growth in the form of a railway project. It will improve transport connections for communities between Oxford and Cambridge by:

- Upgrading an existing section of railway between Oxford and Bicester;
- Bringing back a section of railway between Bicester and Bletchley;
- Refurbishing existing railway between Bletchley and Bedford;
- Building brand new railway infrastructure between Bedford and Cambridge; and
- Enabling railway services that connect people and places across the region.

The Oxford-Cambridge growth corridor is world-leading in its per capita contribution to the global economy, but it is limited by scale. As set out by the Chancellor in January 2025, Oxford and Cambridge offer huge potential for the UK’s growth prospects, estimated at a potential £78 billion to the UK economy. But to unlock this growth, the constraints in the region need to be addressed, crucially by enabling critical connectivity to a wider area.

Independent research by Public First indicates that East West Rail (EWR) is the golden thread that unlocks these growth constraints through increased connectivity. As such, the East West

Rail programme is considered one of the key strategic infrastructure projects in the UK and is part of the UK Government Major Programmes Portfolio (GMPP) programme.

The successful delivery of EWR will establish a safe, reliable railway that provides easy everyday journeys, cuts travel times across the Oxford to Cambridge corridor, improves quality of life by reducing congestion and air pollution, and opens up access to employment and employees for workers and businesses respectively.

- 1.2.1 The first stage of EWR enables services to run between Oxford and Milton Keynes. Services between Oxford and Bicester are already in place. The work to extend services from Oxford north and east to Bletchley and Milton Keynes was given planning consent in 2020 by an order made by the Secretary of State under the Transport and Works Act 1992. Passenger services are planned to start running from late 2025.
- 1.2.2 The remainder of EWR is in Development, maturing the single option that will form the basis of the Development Consent Order (DCO). The selected single option (i.e. concept design) will be carried forward into the full Design phase, and is likely to be separated into elements that support the Key Outputs.
- 1.2.3 In July, EWR has been endorsed by government as a ‘pathfinder’ project for various planning reforms and we will be working with MHCLG and DfT and our suppliers to pioneer a new way of working to best support delivery of EWR.
- 1.2.4 The Development Consent Order (DCO) is expected to be submitted to government in the coming years, after further stakeholder and community consultation and engagement. You can read more about our approach to the planning process [here](#).

**About our Company**

- 1.2.5 The Framework Document (FD) between the Department for Transport (DfT) and East West Railway Company Limited (EWR Co) appoints EWR Co as the legal entity accountable for EWR. In 2024, the scope of EWR Co was altered by DfT, from management of the railway’s delivery and its subsequent operation to a sole focus on railway delivery to deliver the new and upgraded rail system, whilst ensuring a clear focus on the outcomes sought by government.
- 1.2.6 EWR Co will develop and deliver the new railway service into use, specifically focused on unlocking economic growth. Whilst EWR Co is the guiding mind and accountable for completion of the railway, Network Rail will be responsible for delivery of some sections of the route, specifically where there is existing infrastructure, as well as systems and signalling, equating circa 45% of the total scope of delivery across the whole route. The approach to the programme therefore needs to ensure robust collaboration with Network Rail to deliver the overall strategic vision and objectives together. In the final stages of delivery, EWR Co will hand over the railway to Great British Railways, to be operated and maintained as part of the national network. Our Company has around 250 internal team members, and we continue to grow as the Project progresses.

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## **Our Purpose: Connecting lives, unlocking the future**

EWR is the most important enabler in unlocking transformational economic growth between Oxford and Cambridge, joining up a globally competitive growth corridor, enabling housing growth and driving jobs and investment. EWR will bring billions of pounds in benefit not just to the region, but the UK as a whole.

Our purpose is therefore to connect lives and unlock the future. This means attracting investment in the UK, connecting businesses, creating jobs and making the communities between Oxford and Cambridge places that people want to live, work and settle down.

To achieve this purpose, the new railway needs to:

- Provide better commuting options to connect people with jobs;
- Provide sustainable public transport and a network that is resilient to climate change;
- Support places that are great to live in, with easy access to jobs to attract top talent; and
- Enable businesses to locate along the route, whilst also connecting the wider business ecosystem.

## **Our Vision: Easy everyday journeys, bringing people and places together**

Our vision is for East West Rail to be a reliable part of people's daily lives – simple to use and easy to access, getting customers where they need to be on time, safely.

EWR also needs to be cost effective and delivered in an environmentally sustainable way, so that the taxpayer can invest with confidence in the first place.

## **1.3 Background & overview of requirement**

### **General Description of the Services**

- 1.3.1 EWR Co is seeking to appoint supplier(s) to provide the Land and Property services it requires to assist in the delivery of the rail link between Oxford and Cambridge. This Statement of Requirements is focused primarily on the Land and Property services required in relation to development and delivery of works under the Development Consent Order although the Supplier may be asked to provide support and/or manage relevant interfaces with other stages of works.
- 1.3.2 The Land & Property Team requires professional support to assemble the land and property needed for the Project. This includes advice on all property related matters including: consultation and engagement along the line of route, consents and land access rights, mapping and land referencing, valuations; surveys; associated reports; support the Development Consent Order, negotiation of detailed Heads of Terms including specialist advice; property cost estimates and preparation and presentation of a business case for approval to acquire properties (in whole or in part) as per the draft Development Agreement and delegated

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authority from the DfT, acquisition under agreement / compulsory purchase, management of acquired sites and disposals.

1.3.3 The Land and Property services have been divided into the following two Lots:

**Lot 1 – Core Services**

- DCO Preparation
- Landowner Engagement
- Land Acquisition & Disposal
- Valuation & Compensation
- Data, Reporting & Business Management Support Services.

**Lot 2 – Core Services**

- Land Access for Surveys and other purposes
- Land Referencing, Plans and Notices
- Landowner Engagement
- DCO Preparation
- DCO and Land Assembly Programme Management
- Data, Reporting & Business Management Support Services.

1.3.4 This document sets out the Statement of Requirements in relation to Lot 1. Lot 2 requirements are set out in detail in Appendix A of the Land & Property Services ITT for Lot 2.

1.3.5 The Supplier will be required to work collaboratively with the Supplier delivering Lot 2 Land and Property Services as well as other EWR Co suppliers to deliver the land and property workstreams required for the Development Consent Order and overall delivery of the project.

1.3.6 The Supplier undertakes all the Services, either directly or through its subcontractors. If the Supplier intends to subcontract any part of its services, this must be made clear in the Supplier's response to the Procurement Specific Questionnaire.

1.3.7 All activities are instructed and defined by task orders; each task order shall define scope of service, resource requirements and fixed or capped cost. Task orders also define specific deliverables, targets and milestones.

## 1.4 Working with Others

### Proposed Client Partners

1.4.1 DCO submission is a key milestone whereby designs will be developed to sufficient detail to set requirements for contracts going forward and form a fixed point of design detail to allow for handover to new suppliers. This fixed design point will allow for the on-boarding of new partner suppliers at a set position to move forward into the long-term delivery of the programme. They will augment EWR Co. and help create the right environment to ensure the long-term success of the programme. This approach allows EWR Co. to configure itself to adapt to the evolving nature of the programme, through Planning Development, Procurement and Enabling, Construction Delivery and Operations and Maintenance. It will enable the



organisation to successfully prepare itself and deliver each stage, recognising the differing skills sets required.

- 1.4.2 EWR has scoped the core services it will require following DCO submission through to delivery and identified the following seven core service lines which could be procured individually or grouped together depending on market appetite to provide the scope:

**Programme partners** to provide programme and client-side oversight:

**Programme Partner (Resourcing):**

Programme/project resource which will augment EWR Co.'s in-house team with specialist management and technical capabilities, strengthen delivery ability and capacity, and improve its organisational maturity to the end of the project.

**Commercial/PMO:**

To augment EWR Co.'s contract management resource undertaking the commercial and cost management of the works. This function will provide the NEC4 ECC Project Management role, administering the NEC4 ECC contract management processes via CEMAR.

**Technical partners** to provide oversight of the design requirements and integrate the construction and systems:

**Design/Technical Partner:** Will provide EWR Co. with access to the engineering skills needed to integrate the whole of the programme and maintain the design principles established during the development phase and act as the Client Engineer in the scheme delivery. For clarity detailed design – ES4 and beyond – will be undertaken by the Design and Build entities that will construct the scheme. This partner will provide assurance that such designs meet the requirements and constraints of the programme.

- **Construction Integration Partner:**

During enabling the Construction Integrator will provide EWR Co. with a Principal Contractor to deliver enabling and utilities works. Utilising an EWR framework, the integrator will coordinate, instruct and manage the necessary enabling works. They will also support EWR Co., to prepare procurement documentation for the main works contracts. During main works, they will provide construction oversight with the coordinated approach to aligning design, supply chain, technology, and compliance to ensure efficient project delivery utilising the Digital Spine. Key aspects include resolving design conflicts, leveraging MMC and ensuring compliance with the programme's sustainability goals. This function will also assume the role of NEC Supervisor to assure construction compliance with the Scope by monitoring the quality, managing inspections and defect resolutions. Their role will focus on driving performance and delivery.

- **Rail Systems Integration Partner:**

The Rail Systems Integrator is a substantial, skilled task in a constrained environment. This integrator will coordinate stations, track and OLE works, signalling and telecoms and

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power, with blockade and access planning to generate access, aligned with the production of detailed design. The process of ensuring that all components of the railway work together efficiently and safely involves coordination between stakeholders, including Network Rail, train operators and rolling stock manufacturers (TRIFO). Building on lessons learnt from other major rail programmes their role will focus on the delivery of the integrated end railway - driving the systems requirements to protect critical path.

## 2. Scope

### 2.1 Description of the Core Services for Lot 1

- 2.1.1 The EWR Co Land and Property team requires professional support to secure the powers and private treaty agreements to acquire the land needed for the project and to deliver that land as required for construction and operation.
- 2.1.2 The Supplier will be accountable for delivering assured land and property deliverables and activities to secure compulsory purchase powers, demonstrate due diligence to engage with all parties with a land interest required by the project and negotiate agreements and settlements for land acquisition and estimate the costs associated with this. The Supplier will be accountable for developing and delivering an integrated land and property programme to support the DCO application and delivery of the project.
- 2.1.3 This includes supporting project delivery by advising on property related matters and delivering the land led requirements of the acquisition process.
- 2.1.4 The Core Services are set out below with detail on some (but not all) of the activities that may be included in each of the Core Services:

#### DCO Preparation

- Draft (where required), review, update and secure approvals for the Landowner Engagement Plan that aligns with EWR Co's wider Communication, Consultation and Engagement Plans.
- Draft (where required), review, update and secure approvals for the Land Acquisition and Disposal Plans.
- Input to the Land and Property Strategy as required.
- Work in accordance with strategy/plans developed across Land & Property such as those relating to data management.
- Support EWR Co and the other Development Phase Partners in the production of other documentation such as Statement of Reasons, Compulsory Acquisition Schedule and Statements of Common Ground and materials required to support consultation and engagement.
- Respond to questions raised by the Planning Inspectorate during the examination period through any hearing convened if required
- Provide expert witness services including responding to questions, appearing at compulsory acquisition hearings and updating any documents associated with the DCO application required because of the examination.

#### Landowner Engagement

- Deliver landowner engagement in line with the Landowner Engagement Plan that aligns with EWR Co's wider Communication, Consultation and Engagement Plans.
- Continue engagement with all affected landowners and their representatives to ensure that meaningful engagement on project proposals and efforts to acquire land and rights in land by agreement can be demonstrated.

- Work with the Design Team to ensure landowner feedback has been considered & responded to in line with agreed process in relation to a Design Feedback Loop.
- Work with other project teams to respond to landowner feedback and secure commitments including Land & Works Agreements where relevant.
- Support at Consultation Events & wider Stakeholder Engagement and Communication Teams requirements.
- Work with Landowners where design changes require additional consultation.
- Liaise with other local projects where landowners may be affected by multiple projects.
- Provide the support and clear evidence required to demonstrate that meaningful engagement and efforts to acquire have been made. Where required input into Statements of Common Ground and other engagement records used by EWR Co.
- Maintain clear, accurate, timely and accessible records of interactions with landowners to ensure that there is clear evidence of meaningful engagement and efforts to acquire, on EWR's approved system (currently LARMS).
- Liaise with the Land Referencing team providing services under Lot 2 to maintain accurate records of land ownership and occupation.
- Liaise with the Supplier for Lot 2 Land and Property Services and other engagement and communication teams to provide consistent external messages during landowner engagement.

## **Land Acquisition & Disposal**

- Reach agreements with landowners to acquire or gain temporary access to land by agreement to enable delivery of the project in accordance with the proposed programme of works.
- Assist in obtaining other consents and licences that may be required for the project
- Support development of business case for strategic acquisitions and other special circumstances/requirements for example the relocation of businesses, delivery of Biodiversity Net Gain.
- Negotiate agreements and settlements with Statutory Undertakers.
- Work with the Statutory Blight Team, providing them with information to ensure robust consideration of a Blight Notice.
- Work with supplier for Lot 2 Land and Property Services and other suppliers to agree and deliver the Land Assembly programme to support construction and operation of EWR.
- Support the legal process to agree and execute legal documents and ensuring smooth timely efficient handover of acquisitions to Delivery Partner or Property Management Team.
- Work with Delivery Partner or Property Management Team to support smooth handover of land and property acquired including any requirements for ultimate disposal/hand back of land and property
- Implement agreements reached to transfer interests in land to EWR Co, or if agreement is not reached and the DCO is granted, exercise powers in the DCO to acquire or gain temporary access to land compulsorily.
- Support delivery of the mechanism agreed with Network Rail (and subsequently Great British Railways) in relation to access to existing railway land and subsequent handover of land required to operate East West Rail.
- Manage process to dispose of land acquired that is no longer required.

## **Valuation & Compensation**

- Prepare and maintain the property cost estimate for alignment options and preferred alignment; develop property cost estimates for potential assessment factor options and input into the Funding Statement.
- Enable the project to understand the overall land costs for the alignment selected and maintain a current property cost estimate to ensure the property budget is managed, and variances, opportunities and risks are identified and managed throughout project development and delivery.
- Provide valuation advice where strategic acquisitions are being proposed.
- Process and negotiate statutory blight claims.
- Support negotiations for compensation claims with landowners whose land or rights in land have / are to be acquired either permanently or temporarily and manage references to the Upper Tribunal (Lands Chamber) if required.
- Provide advice in the early acquisition of land and rights and the use of options agreements, wayleaves and easements with landowners, utility companies and third parties.
- Assist in the negotiations for compensation because of access to third party land to deliver environmental and design surveys.
- Assure valuations completed by valuation suppliers for EWRs discretionary purchase schemes.

## **Data, Reporting & Business Management Support Services**

- Prepare reports on progress of deliverables to demonstrate that deliverables are tracking against programme, as required
- Provide or carry out other land and property support otherwise required for the project e.g. input to design and construction programmes, risk and opportunity management, cost plans
- Liaise with the Programme Management Service team in Lot2 to provide compatible management information to meet scheduling, reporting, business cases and budgeting requirements.
  - Provide professional advice and support to EWR Co to develop and maintain a property data management strategy. This will enable integration of key property processes across the project including landowner engagement, design development, land referencing, land plans, property notices, property cost estimates, compensation settlements and other property costs.
  - Provide professional advice and support to EWR Co to manage and maintain a land and property data management system to maintain a consistent thread for this data throughout the project lifecycle. Current systems used are LARMS and MOATA. This will enable integration of key property processes across the project including landowner engagement, design development, land referencing, land plans, property notices, property cost estimates, compensation settlements and other property costs.

- Deliver relevant parts of the Data Management Strategy and Systems and ensure all data requirements as set out in the Exchange Information Requirements (EIR) document are complied with.

## 2.2 Leadership Team

2.2.1 The following key people shall be supplied to ensure the wider team has strong leadership to satisfy this Statement of Requirements to give direction to the team and demonstrate expected behaviours to deliver the services including collaboration with EWR Co and other suppliers across DCO development and delivery. Key responsibilities are listed for each role, but these are not an exhaustive list of all responsibilities, and these may change as the project develops:

- **Project Director**

Accountable for delivery of the services to time, cost and quality including all outputs and behaviours of the Supplier's team.

Responsible for overall strategic management of the advice and support services for the term of contract.

Leads the Suppliers Land & Property team inspiring delivery to the highest standards, ensuring the right level of capacity & capability is maintained and all outputs are delivered to programme, cost and quality and appropriately assured.

Works directly with EWR Co providing assurance and evidence, that the land and rights in land required by the project will be delivered, as required.

Drives collaboration with other EWR partners and suppliers to align DCO and project delivery workstreams and support delivery of land and property workstreams.

Accountable for development of mitigation strategies and plans to deliver services as required. [Anticipated - Full Time].

- **Contract Manager**

Works closely with the EWR Co. Contract Manager to meet contractual obligations under the contract. [Anticipated 0.2 Full Time].

- **Programme Manager**

Works closely with EWR Programme Manager to set up and manage project management office. Works closely with the Programme Manager of Lot 2 Land and Property Services to achieve delivery of an integrated land and property programme to support the DCO and project delivery. [Anticipated Full Time]

- **Workstream Lead: DCO Deliverables**

Accountable for technical leadership to develop and deliver the strategy and relevant deliverables to support a successful DCO application.

Responsible for setting the strategy for Land and Property input to the DCO application and approving the plans to deliver the strategy.

Liaises with the EWR DCO Programme team to develop and deliver an integrated DCO application.

Provides key support for DCO development and application stages, submission & examination stages.

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[Anticipate - 0.5 FTE].

- **Workstream Lead: Landowner Engagement and Land Acquisition**

Leads the acquisition and negotiation team ensuring the deliverables set out for this workstream are met including managing the allocation and co-ordination of work within the Suppliers team to ensure the quality of output required and clear reporting of progress to EWR Co.

Responsible for ensuring effective consultation/engagement feedback loop with project teams including the design team, challenging the case being made for land acquisition and demonstrating that the case to secure compulsory acquisition powers is met.

[Anticipated - Full Time].

- **Area Leads: Landowner Engagement and Land Acquisition**

Reporting into the Workstream Lead: Landowner Engagement and Land Acquisition closely supporting them in their role. The Area Land Leads will lead on Landowner Engagement and Land Acquisition (as set out in the Core Services above) in their areas, supported by a team capable of managing engagement and acquisition across the route.

[Suggest 5 Area Land Leads with support teams with additional route wide role(s) such as utilities. [Anticipated - Full Time].

- **Workstream Lead: Valuation and compensation**

Leads the Valuation and compensation team. Responsible for the planning and delivery of the Project Cost Estimate, identifying key risks and opportunities for property costs, implementation of the valuation compensation strategy and supporting any payment schemes. Works closely with the Blight and NTS teams. Allocates work within the Suppliers team, managing quality of output and reporting progress to EWR Co.

[Anticipated Full Time].

## 2.3 Other Services

- 2.3.1 Section 2.1 sets out a description of the core services we require under the Lot. There are several other requirements that are not identified as a Core Service from the Supplier either because they are delivered under an existing long-term contract or there is currently no anticipated need for the service. The Supplier may be asked to provide these additional services, if required by EWR Co.

### Blight Notices

- 2.3.2 Advise on and manage the process from receipt of Blight Notices to the determination of a Blight Notice and provide support during the Blight Claim.

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## Valuations

- 2.3.3 Undertake a RICS Valuation of the property and accordingly produce a full Valuation report. Ensure that the report is peer reviewed, in sufficient detail for EWR Co to understand any noticeable issues that are likely to be material to the value of the property and quality checked before it is submitted to EWR Co.

## Building Surveys

- 2.3.4 Complete a building survey to support acquisitions (ideally to coincide with the valuation inspection and if not, as soon as practicable thereafter), to establish the current condition of all buildings and structures, and to identify likely defects having regard to the impact on value. The Supplier shall advise EWR Co if further specialist surveys are required. It is expected that the Building Survey will be completed within 17 working days of being instructed.
- 2.3.5 A written report with an accompanying photographic schedule of condition that shall serve as record of the asset that includes, but is not limited to, the main elements of construction of all buildings, utilities services provided, fixtures and fittings, boundaries throughout the land and property, and the condition of any associated land.
- 2.3.6 A report on the cost of any remedial works that may be required.

### Additional surveys

- 2.3.7 Complete additional surveys as required and may include (but are not restricted to): asbestos surveys, M&E surveys, drainage surveys, structural elements surveys, damp surveys and measured surveys. These shall be instructed as per the contract management process as detailed.
- 2.3.8 Support may be required in the following areas of building surveys and consultancy:
- Dilapidations
  - Party Wall
  - Quantity Surveying

## Acquisitions - standalone instruction

- Unless stated and agreed otherwise when instructed to undertake an acquisition the Supplier completes the tasks stated below in accordance with the fixed fee for acquisition.



- Acquisitions shall cover the acquisition of both permanent and temporary interests in land or interests in or rights over it.

### **Assessment of Compensation**

- Further to the valuation and building survey (as detailed above), the Supplier shall feedback to EWR Co an estimate of the compensation package as well as a review of the heads of claim.
- This should include all reasonably necessary costs such as relocation and disturbance related matters and any other items required to ascertain the total cost of the acquisition, providing estimates if appropriate. It shall also include confirmation of the claimant's reasonable agents' fees in connection with the matter, in line with EWR Co agreed fees.
- Negotiate and produce a provisional final valuation price (having full regard to the EWR Co valuation and surveys and any alternative valuation and supporting information provided by the claimant/professional advisor) to agree a compensation package with all relevant heads of claim including statutory payments and including estimates where necessary.
- Conclude negotiations with the landowner's professional advisers and produce a recommendation based on final agreement of valuation/compensation with detailed Heads of Terms such that all documents can be provided to EWR internal governance and DfT for approval.
- Where value or other terms cannot be agreed, promptly report in writing to EWR Co, describing the points at issue and a recommended course of action. EWR Co shall consider and issue further instruction.

### **Acquisition**

- Prior to acquisition comment on Report on Title and any other matters raised by EWR Co's Conveyancing Solicitors. Support governance process to secure approval to acquisition.
- Provide regular updates to EWR Co on the progress of all cases in hand.
- In advance of completion, liaise with EWR Co's managing agents to arrange for final inspection, exchange of keys and handover.

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## Property / Site Management

- Although EWR Co has a property management contractor in place, the Supplier may be needed to work closely with the incumbent property management team regarding this activity.
- After EWR Co has acquired a site there may be a need to manage and maintain that site prior to the main contractor for the construction taking responsibility for the site. Additionally, after the construction phase EWR Co will take back responsibility for sites prior to any disposal. During this time services required include, but are not limited to:
  - Secure and make safe the site
  - Tenant finding and letting management services
  - Manage handover and hand back of the site to / from the contractor

## 2.4 Schedule of Work

### Programme Requirements

- 2.4.1 This section provides a general outline of the proposed timeline for the further development of the East West Railway programme.
- 2.4.2 EWR Co is accountable for the programme to develop a new, direct railway link between Oxford and Cambridge. Services will be introduced via phased delivery of Key Outputs (KOs) until the final link to Cambridge is complete, as detailed in Section 1.2.2.

## Key Milestones

2.4.3 Key milestone dates are provided in Table 1. Note that these dates are indicative and are subject to change.

Table 1: indicative key milestone dates.

Milestone	Date
Preferred Route Alignment announced by Secretary of State	2023 - Complete
Non-statutory consultation	2024/25 - Complete
Further community consultation and engagement	2025 - 2026
Submit DCO application	2027
Examination	2027-2028
DCO Approval	2029

## Schedule of Key Deliverables

2.4.4 A schedule of the anticipated key deliverables is provided in Table 2, based on the Requirements set out in section **Error! Reference source not found..**

2.4.5 Note that the deliverables listed, along with the descriptions and timescales, are indicative and subject to agreement with EWR Co through the task order process prior to commencing the production of any of these deliverables.

Table 2: schedule of key deliverables.

Deliverable	Description	Timescale
<b>Mobilisation Stage</b>		
Mobilisation Plan	As defined in section 3.2. The Supplier will mobilise its resources within a four-week period following the commencement of the Contract.	To be defined in the Mobilisation Task Order agreed on contract award.
Review of existing key documents in relation to Lot 1 Deliverables	<p>Deliver a review of the material completed to date, noting any recommendations for updates to the documents, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Land &amp; Property Strategy</li> <li>• Land Acquisition Plan</li> <li>• Landowner Engagement Plan</li> <li>• DCO Integration/Execution Plan</li> <li>• PCE</li> <li>• P6 Programme</li> </ul>	Review of existing documents and recommendations for updates, to be completed within mobilisation period, in accordance with agreed timelines (anticipated 6 weeks from commencement of Task Order).
Project Execution Plan (PEP)	This sets out the framework for managing the project from initiation to completion. It includes scope and governance structure to ensure successful execution of all project phases / Task Deliverables	To be completed within mobilisation period, in accordance with agreed timelines (anticipated 4 weeks from commencement of Task Order). Thereafter reviewed and updated as required to reflect significant changes.

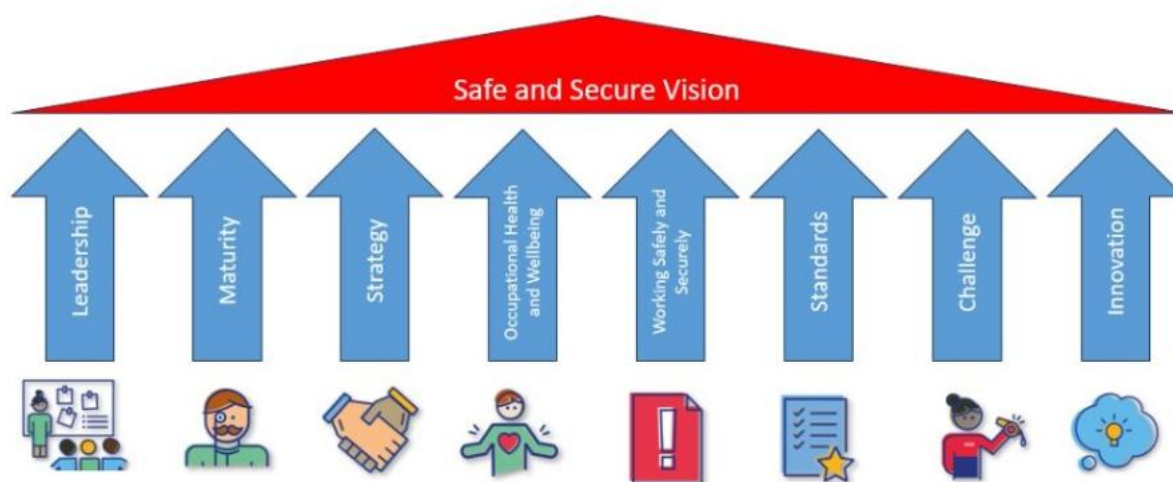
Deliverable	Description	Timescale
Service Delivery Plan	Details the outcomes and progress towards tasks required by EWR Co to be delivered by the Supplier within the following year of contract. Includes milestones, programmes and resource profiles.	To be completed within mobilisation period, in accordance with agreed timelines (anticipated 6 weeks from commencement of Task Order). Thereafter reviewed and updated annually.
<b>Instruction Stage</b>		
Integrated Land Assembly programme	Provide input to and deliver an integrated programme to deliver land and property services for the DCO application and assembly of land required for EWR project.	Ongoing & in accordance with timescales for formal review as agreed within Task Order.
EWR Co Land Acquisition Plan (LAP)	Maintain and deliver the plan setting out the principles, approach and the proposed tool kit that is intended to be used for the assembly and use of all land and rights required to build and operate the EWR project.	As per DCO Programme. Ongoing & in accordance with timescales for formal review as agreed within Task Order.
Landowner Engagement Plan (LEP)	Maintain & deliver the plan which details the development and delivery of the required and engagement with affected parties, stakeholders, interest stakeholder groups, landowners and communities along line of route, together with recommendations for updates.	As per DCO Programme. Ongoing & in accordance with timescales for formal review as agreed within Task Order
Property Cost Estimate (PCE)	Maintain & deliver the property cost estimate enabling the project to understand the overall land costs for the alignment selected. Details the land assembly cost estimate and continues to measure and report on variances, opportunities and risks.	As per DCO Programme. Ongoing & in accordance with timescales for formal review as agreed within Task Order

Deliverable	Description	Timescale
P6 Programme	Maintain and deliver a P6 programme outlining the schedule of land and property related activities that have been instructed via the task order process or that are required to meet key milestone dates. This programme feeds into the overall EWR programme.	Ongoing & in accordance with timescales for formal review as agreed within Task Order
Statement of Reasons (including Compulsory Acquisition Schedule)	Delivery of the Statement which sets out the reasons why EWR Co should be provided with CPO powers for the project.	As per DCO Programme. Ongoing & in accordance with timescales for formal review as agreed within Task Order.

## 2.5 Health, Safety & Security

### General Requirements

- 2.5.1 EWR Co intends to maintain the highest standard of health, wellbeing, safety and security throughout the Programme, both in terms of the way in which the development is managed, and in the specification and design of a safe and secure railway.
- 2.5.2 EWR Co are committed to the health, wellbeing, safety and security of our employees, our partners, the supply chain, all customers and neighbours, and those others connected to, or affected by our activities. Our aim is to develop and realise our 'Safe and Secure' vision and ethos throughout the entire business lifecycle, which we call our 'Safe and Secure Journey', to make sure that we are 'fit now and fit for the future'.
- 2.5.3 The Supplier will support EWR Co in achieving our drive for continuous improvement in HWSS. *Everyone* engaged by EWR Co has a responsibility to support the 8 key pillars of our Safe and Secure business outcome, and to help us on our journey to achieve this successfully. The Safe and Secure key pillars are described as;



- **Leadership** – will be accountable for integrating HWSS management across the business, being visible and supportive to our staff and stakeholders, fully embracing our *Safe and Secure* vision and journey.
- **Maturity** - our *Safe and Secure* journey will lead us to be a resilient, mature organisation, with HWSS at the forefront of everything we do.
- **Strategy** - will support the EWR Co *Safe and Secure* vision by enabling and facilitating the development a culture of continuous improvement, establishing and setting measurable key objectives.
- **Occupational Health and Wellbeing** - providing tools and support to ensure everyone is engaged with our occupational health and wellbeing programme and activities. We support

our people now as well as those in the future and help them perform to the best of their ability, as we advance through design development, construction, operation and putting into use the EWR.

- **Working Safely and Securely** - we will always work safely and securely, inspiring colleagues and partners to have fun and look for safer ways of working. We aim to lead on HWSS performance in our sector, throughout all stages of programme development, delivery and operations.
- **Standards** - set out our minimum expectations and will continually improve through innovation and performance reviews. We will link with our industry partners and encourage a learning culture from both positive and negative findings to effect positive change.
- **Challenge** - We aim to be bold, challenging assumptions and encouraging people to 'speak up' in the pursuit of delivering our projects safely and securely. Everyone will be supported to challenge when something is not right.
- **Innovation** - we will motivate and inspire our colleagues to be curious and challenge themselves to come up with innovative ways of working, harness curiosity and using it to drive innovation at every stage of our business lifecycle.

## HSS Legal Requirements

- 2.5.4 The Supplier will comply with all relevant legal and other health and safety requirements specific to the services, including all EWR Co health, wellbeing, safety and security requirements as described within its Health and Safety Management System (HSMS). This includes, but is not limited to, the Health and Safety at Work etc. Act 1974.
- 2.5.5 The Supplier must be able to demonstrate to EWR Co that it complies with all laws and regulations applicable to the work undertaken to deliver the services.
- 2.5.6 Where EWR Co discharges certain duties under CDM (e.g. as Client or Principal Designer), the Supplier shall provide EWR Co with the necessary information and support to ensure EWR Co's obligations are fulfilled. The Supplier shall, always, co-operate with other CDM duty holders engaged by EWR Co in connection with EWR Co services.
- 2.5.7 The Supplier delivers the services in accordance with a suitable contract Health, Safety and Security Management Plan (HSSMP). The plan details how the health, safety and security requirements for the contract shall be met and implemented and specifically how sub-contractors and the supply chain will be managed and monitored.
- 2.5.8 The Supplier provides a suitable HSS Plan within 28 days of contract award for the scope of works. The HSSMP shall be subject to review and acceptance by EWR Co or at least 14 days prior to works/services commencing if this is sooner.
- 2.5.9 The HSSMP shall take into account all legal duties with regards to health and safety inclusive of the Construction (Design and Management) Regulations 2015 (CDM). The HSSMP shall



identify those works which will fall within the definition of 'construction' as defined by the CDM Regulations 2015.

- 2.5.10 The HSSMP shall be subject to review and acceptance by EWR Co at least 14 days prior to works/services commencing to ensure sufficient time for review.
- 2.5.11 The Supplier is responsible for all aspects of the health, wellbeing, safety and security of their employees and others engaged throughout all stages of the services awarded under the contract. This responsibility and all requirements set out in this document extend to any other appointed Consultants and Sub-Contractors that may be managed by the Supplier in delivering the services.
- 2.5.12 The Supplier is required to coordinate its activities with other EWR Co. partners and to agree those health, safety, and wellbeing arrangements that are required where any interface exists, and where other duty holders' arrangements take precedence.
- 2.5.13 The Supplier is responsible for effective liaison, communication, cooperation and coordination with EWR Co in the undertaking of its duties in the development, delivery and operation of the Programme.
- 2.5.14 It is of the utmost importance that there be a clear focus on health, well-being, safety and security always with robust systems in place for the procurement of sub-contractors and the supply chain, and arrangements for the management of sub-contractors and the supply chain.

## **Health & Safety Management System**

- 2.5.15 The Supplier will have in place a health and safety management system (HSMS) which meets the requirements of ISO 45001:2018 and which is assessed by a UKAS Accredited Certification Body, for companies based in the United Kingdom (or arrangements not less than those required by the Standard). Should the Supplier be registered outside the United Kingdom, then the equivalent certification body for that country shall be used for assessment and the scope of ISO 45001:2018 registration must be in accordance with the [services/works] to be provided.
- 2.5.16 Where the Supplier does not have an HSMS in place which meets the requirements of ISO 45001:2018 (or equivalent), written evidence must be provided to demonstrate how HWSS will be managed on the contract, following the key principles of the standard.

## **Management of Accident and Incidents**

- 2.5.17 The Supplier will have a process in place to manage accident and incident reporting and comply with Client requirements within the Accident and Incident Reporting, Response and

Investigation procedure, and to utilise the EWR Co Safe and Secure (Close Call) reporting system and any other reporting systems as required.

- 2.5.18 The Supplier is required to report any accident, incident, including near misses, and Safe and Secure (close call) Reports, during the period of the [services/works] promptly, using the EWR Co agreed incident reporting procedure as contained within the EWR Co HSMS. This includes any incidents involving the Contractors employees, consultants, Sub-Contractors or the general public. [consider adding a requirement to any Contract Management Plan which gives EWR Co the ability to audit suppliers & sub-contractors if appropriate]
- 2.5.19 The Supplier will be responsible for all statutory reporting (e.g. under RIDDOR) of accidents and incidents arising out of the services it directly discharges and engages in. Copies of all statutory reports must be provided to EWR Co within 24 hours of any reportable event. All final reports must be submitted within 28 days. EWR Co reserves the right to conduct its own investigations into any accident or incident and the Supplier shall co-operate fully in all such matters.
- 2.5.20 The Supplier shall operate a 24/7 'on-call' facility to ensure EWR Co is advised of any accidents, incidents etc. occurring in the execution of the services in accordance with EWR Co's agreed incident and health reporting procedure.

## **Safe Systems of Work**

- 2.5.21 The Supplier will oversee the development of appropriate health, wellbeing, safety and security arrangements including procedures, method statements, and risk assessments for the works to be carried out by any appointed sub-contractors and the supply chain. The Supplier will be responsible for ensuring that employees (including sub-contractors and the supply chain) understand, manage and implement and comply with all relevant health, wellbeing, safety and security risk reduction measures to prevent accidents and harm to people and damage to property.
- 2.5.22 The Supplier prepares and approves all required health and safety procedures, method statements, safety systems of works (SSOW), pre-site safety briefings etc. and risk assessments in advance of all work activities; the arrangements for the preparation, review and approval of those within a suitable and agreed timeframe shall be agreed with EWR Co before commencement of the works.
- 2.5.23 Where appropriate, EWR Co may request the Supplier to submit its health and safety procedures, method statements, risk assessments for review or/and approval.
- 2.5.24 The Supplier should have a nominated single point of accountability for Health, Safety and Security for the overall services provided by the Supplier under the contract. CV's will be provided for nominated individuals.

- 2.5.25 The Supplier will participate in and may be asked to facilitate the health, wellbeing, safety and security assurance activities required by EWR Co such as audits, reviews and inspections to confirm compliance with the HSSMP.

## **Reporting Requirements**

- 2.5.26 The Supplier is required to submit a monthly Health, Safety and Security Report and associated health and safety performance monitoring data in accordance with its Safety Management System and implement a set of health and safety key performance indicators (KPIs) for services awarded under contract. The report shall provide a summary of health and safety performance including a commentary against the KPIs detailed below.

As a minimum the Supplier shall be required to report monthly the occurrence of:

All RIDDOR events

All non- RIDDOR personal accidents (lost time and no-lost time)

Personal Assaults (physical or verbal) occurring during the services

Any security related incidents

Near Misses and other 'close call' Incidents

Road Traffic Accidents (RTAs) in connection with the services

Details of proactive health, safety and security monitoring measures (e.g. safety audits, inspections undertaken, safety meetings or briefings held)

Total contract hours worked

Total site hours worked (where different to the above)

- 2.5.27 The Supplier shall provide appropriate accumulate and rolling measures for measuring health and safety performance (e.g. Lost time Incident Frequency Rate (LTIFR), RIDDOR Accident Frequency Rate (AFR) etc.).

## **Training and Competence**

- 2.5.28 The Supplier must provide competent, specialist resources (extending to any appointed Sub-Contractors) with the appropriate skills, qualifications and experience to effectively manage significant health and safety risks (e.g. working at height, working over water, lone working, managing and working with asbestos etc.)
- 2.5.29 The Supplier will be required to attend all EWR Co mandated health & safety training and awareness programmes or briefings as applicable to its work.
- 2.5.30 The Supplier will provide suitably competent health and safety expertise, supervision and technical resource appropriate for the scale and scope of the [services/works] and will ensure

that positive health, wellbeing, safety and security culture and behaviours are exhibited during the execution of the [services/works]. Consideration should be given to any contract specific training requirements that may be required - personal safety, difficult conversations, managing potential conflict etc.

- 2.5.31 The Supplier will provide all safety equipment and materials (e.g., Personal Protective Equipment) required for provision of the [services/works] and will ensure that its employees (and any appointed sub-contractors) are suitably trained, equipped, experienced and confident in the use of safety equipment when visiting any EWR Co site/survey/work location, or critical stakeholder location e.g., Network Rail Infrastructure.
- 2.5.32 The Supplier will be required to visibly demonstrate competency and certification where they apply to the [services/works] required including but not limited to the Construction Design and Management Regulations 2015, the Railway Industry Supplier Qualification Scheme (RISQS), Sentinel etc.

## Quality Assurance

- 2.5.33 The Supplier shall store, manage and control all documents that are to be issued to the Employer in the EWR Co electronic document management system (EDMS)
- 2.5.34 The Supplier shall follow and adhere to the EWR Co Management of External and Technical Document Procedure.
- 2.5.35 The Supplier shall submit/receive documents using the EWR Co EDMS as instructed in the EWR Co Management of External and Technical Document Procedure.
- 2.5.36 The Supplier shall complete all meta-data/attributes in the EWR Co EDMS as instructed in the EWR Co Management of External and Technical Document Procedure.
- 2.5.37 The Supplier shall use and complete EWR Co document templates for all documents as instructed in the EWR Co Management of External and Technical Document Procedure.
- 2.5.38 The Supplier shall follow and adhere to the EWR Co document numbering scheme.
- 2.5.39 The Supplier and EWR Co will establish and maintain a Master Information Deliverable Plan (MIDP) using the EWR Co EDMS.
- 2.5.40 The Supplier shall review, update and issue the MIDP as instructed in the EWR Co Management of External and Technical Document Procedure.
- 2.5.41 All documents on the MIDP shall be formally submitted as instructed in the EWR Co Management of External and Technical Document Procedure.

## 2.6 Cyber Security & Confidentiality Requirements

### Cyber Security

- 2.6.1 The Supplier will be required to provide evidence that:
- Their organisation has Cyber Essentials or Cyber Essentials Plus certification; **or**
  - Their organisation will be able to secure Cyber Essentials or Cyber Essentials Plus certification prior to contract award; **or**
  - Their organisation has other evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
    - Boundary firewalls and internet gateways
    - Secure configuration
    - Access control
    - Malware protection
    - Patch management
- 2.6.2 The Supplier will be required to provide evidence of [Cyber Essentials] or [Cyber Essentials Plus] certification 'or equivalent' (i.e., demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award.
- 2.6.3 The Supplier will be required to secure and provide evidence of [Cyber Essentials] or [Cyber Essentials Plus] re-certification 'or equivalent' (i.e. demonstrate they meet the five technical areas) on an annual basis.

**Further information regarding the certification process can be found here:**

<https://www.ncsc.gov.uk/cyberessentials/overview>

### Data Protection

- 2.6.4 The Supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).
- 2.6.5 The EWR Co IT Data Policy will be provided to the Supplier subsequent to the award of the contract. Detailed instructions for the processing of personal data will be agreed between the successful bidder and EWR Co upon award of the contract.

## 2.7 Our approach to Social Value

- 2.7.1 EWR Co. has developed a Social Value Framework in order to achieve it's social value goals. The framework is summarised in the table below. Underpinning the purpose and mission are four social value pillars, with accompanying statements of the impact we want to have.

<b>Social value mission</b>	<b>To improve people's lives- starting now</b>			
<b>Pillars</b>	<b>Inclusive growth</b>	<b>Education &amp; skills</b>	<b>Community wellbeing</b>	<b>Equality, diversity &amp; inclusion</b>
<b>Impact statements</b>	Economic growth that is inclusive and tackles inequalities across the region	Increase in young local people gaining STEM qualifications and entering the rail and construction industries, and improved access to skills-based training for those who may have traditionally been excluded	Improved wellbeing, health and safety for local communities (including customers, employees, and the supply chain)	Improved equality of opportunity, where everyone can participate in EWR equally, confidently, and independently

- 2.7.2 The Supplier is required to develop a Social Value Delivery Plan that sets out the proposed timetable for delivery of social value commitments. The Social Value Delivery Plan shall be submitted to EWR Co for review and approval during the mobilisation period for the contract prior to commencement of service provision.
- 2.7.3 The Supplier may be requested to adjust the delivery schedule of its social value commitments, after approval of its Social Value Delivery Plan to support other EWR Co stakeholder and community engagement programmes or to ensure coherent delivery of all social value programmes, across the EWR route area.
- 2.7.4 The Supplier will appoint a competent individual with accountability for social value delivery, measurement and reporting.
- 2.7.5 Progress on delivery of social value measures will be discussed and reported on as part of contract review meetings.

## 2.8 Environmental Sustainability

- 2.8.1 EWR Co want to achieve the highest sustainability standards, work towards the UK's 2050 net zero carbon target, support a thriving natural environment, be prepared for a changing climate, celebrate existing landscapes and the historic environment, support moving towards a circular economy, and work with communities to improve their local environment.
- 2.8.2 EWR Co have made 'Greener for the Environment' one of our five measurable outcomes and we will make it central to our decision making.
- 2.8.3 EWR Co has developed an Environmental Sustainability Strategy which sets out our framework for delivering the Greener for the Environment outcome. Central to our approach are our Six Environmental Sustainability Pillars shown below. Each Pillar has an accompanying ambition and definition and is supported by sub-outcomes.

Outcome	Pillar	Pillar Ambition & Definition- A railway that ...
Greener for the Environment "cleaner greener travel solutions"	Natural Environment	<i><b>supports a thriving and diverse natural environment</b></i> - through ensuring the maintenance of healthy ecosystems (wildlife, habitats, soil, land and water resources).
	Carbon	<i><b>enables operational net zero carbon by 2050</b></i> - through robust carbon management, during design and construction, delivering sustained reductions in whole life carbon emissions.
	Climate Resilience	<i><b>is prepared for a changing climate</b></i> - through ensuring our design, construction and operation is resilient in the long term.
	Historic Environment & Landscape	<i><b>responds to its surroundings, protects views and celebrates our heritage</b></i> - through sensitive integration into the existing landscape valuing our historic environment.
	Circular Economy	<i><b>supports a circular economy</b></i> - through minimising waste, promoting materials efficiency and turning waste into a resource.
	Community Impact	<i><b>protects the health and wellbeing of our communities, customers and colleagues</b></i> - through managing impacts and providing opportunities for cycling, walking and the use of open space.

- 2.8.4 The Supplier will support EWR Co in achieving its environmental sustainability ambitions across its operations, supply chain and services delivered for the project.
- 2.8.5 The Supplier will comply with all relevant legal and other environmental requirements specific to the services, including all EWR Co environmental requirements as described within its Environmental Management System (EMS) requirements placed through the planning process and as conditions of consents and permits. The Supplier must be able to demonstrate to EWR Co that it complies with all laws and regulations applicable to the work undertaken to deliver the services.
- 2.8.6 Progress on delivery of environmental sustainability outcomes will be discussed and reported on as part of contract review meetings.

- 2.8.7 The Supplier may be expected to attend monthly or quarterly environmental sustainability collaboration group meetings (e.g. focused on net zero or biodiversity net gain). The collaboration group is a forum for supply chain partners with contractual environmental sustainability deliverables, to share knowledge, seek opportunities to collaborate on delivery and receive advice and support from the EWR environmental team.
- 2.8.8 EWR Co will monitor the progress against its environmental sustainability commitments and targets using KPIs. The Supplier may be expected to report monitoring data on environmental sustainability measures into a reporting system to be specified by EWR Co.

### **Environmental Management**

- 2.8.9 The Supplier will have in place an environmental management system (EMS) which meets the requirements of ISO 14001:2015 and which is assessed by a UKAS Accredited Certification Body, for companies based in the United Kingdom (or arrangements not less than those required by the Standard). Should the Supplier be registered outside the United Kingdom, then the equivalent certification body for that country shall be used for assessment and the scope of ISO 14001:2015 registration must be in accordance with the services to be provided.
- 2.8.10 The Supplier will consider the environmental impact of their operations, particularly in relation to the facilities which they occupy/hire, the products which they utilise and their carbon footprint. This duty also extends into the supply chain; EWR Co may elect to audit the operations of subcontractors to ensure that environmental considerations are being considered.
- 2.8.11 The Supplier will provide suitably competent environmental expertise, supervision and technical resource appropriate for the scale and scope of the services and will ensure that positive environmental sustainability culture and behaviours are exhibited during the execution of the service.
- 2.8.12 The Supplier will develop an Environmental Management Plan that sets out the processes and procedures, responsibilities and associated resources required to effectively manage environmental issues and deliver the environmental objectives. The Environmental Management Plan will detail how environmental sustainability requirements and objectives will be met (as appropriate to the scope of services). The Environmental Management Plan shall be submitted to EWR Co for review and approval during the mobilisation period for the contract prior to commencement of service provision.
- 2.8.13 The Supplier's Environmental Management Plan shall include the following:
- a description of the Supplier's Environmental Management System (EMS);
  - the approach to environmental management delivery including the identification and control of environmental aspects and impacts;
  - a project management structure, including roles and responsibilities to manage environmental aspects;



- the Supplier's approach to compliance and the evaluation of compliance with all environmental consents and EWR Co's environmental requirements;
- the Supplier's approach to ensuring its staff and subcontractors have an appropriate awareness and working knowledge of environmental legislation, EWR Co's environmental requirements, the Supplier's EMS and Environmental Management Plan and other guidance relevant to the works in which they are engaged;
- the Supplier's approach to training, behavioural and performance management, specific training identified by the Successful Applicant or requested by EWR Co;
- the Supplier's approach to monitoring, review and continual improvement of the Environmental Management Plan and its requirements;
- the Supplier's methodology to non-conformities and complaints;
- a full list of the Supplier's applicable environmental procedures proposed to be implemented under its EMP relevant to the services;
- how target and objective performance is measured and reported, including EWR Co's environmental sustainability reporting requirements;
- the Supplier's arrangements for incident and near miss reporting and the testing of emergency preparedness;
- the Supplier's arrangements to promoting advances in industry best practice; and
- an index of the subcontractors engaged on the service with their environmental management system status.

- 2.8.14 The Supplier will participate in and may be asked to facilitate the environmental assurance activities required by EWR Co such as audits, reviews and inspections to confirm compliance with the Plan.
- 2.8.15 The Supplier reports any environmental incidents, including near misses, close-calls, and observations during the period of the services promptly, using the EWR Co agreed incident reporting procedure as contained within the EWR Co EMS. This includes any incidents involving the Contractors employees, consultants, Sub-Contractors or the general public
- 2.8.16 The Supplier will be responsible for ensuring that environmental requirements are met by any sub-contractors that may be managed by the Supplier in delivering the services.

## 2.9 Delivery Strategy

- 2.9.1 Our Delivery Strategy sets out how EWR will be delivered. Its purpose is to ensure a common and shared understanding for all involved – at EWR Co, across the wider industry and within the supply chain. It is the primary management document which clearly sets out the objectives, scope and expected outcomes of the programme. It outlines what has to be delivered to develop, build and handover the railway ready for operation, and demonstrates the structure, accountabilities, strategies, controls and capabilities which will be in place to do so. The Delivery Strategy signposts the underpinning documents which provide the full detail of how EWR will be delivered.
- 2.9.2 EWR Co has actively sought out lessons from other projects with relevant and similar characteristics to inform our Delivery Strategy and approach, including HS2, Crossrail, National Highways, Anglian Water, Heathrow T5, along with learning from the Department for Transport (DfT), National Audit Office (NAO), National Infrastructure Commission (NIC) and Institute of Civil Engineers (ICE).

The Delivery Strategy is particularly focused on the scope between Bletchley and Cambridge, both currently in Development stage. Scope from Oxford to Milton Keynes/Bletchley will enter into service this year.

Our Delivery Strategy will continue to evolve to ensure alignment with the wider reform of the railway industry.

## 3. Contract Management

### 3.1 Contract Award

Within the first 4 weeks of Contract award, EWR Co will implement a Contract Management Plan (CMP) which specifies how the contract will be managed / administered. The time and date of the 'Contract Kick Off' meeting, which reviews the CMP, will be agreed with the Supplier after Contract Award and before Mobilisation.

Prior to mobilisation the Supplier will prepare a mobilisation plan which will contain, as a minimum, the following information:

- mobilisation objectives;
- key individuals responsible for mobilisation;
- management structure for the Contract;
- proposed timeline for mobilisation;
- health, safety and wellbeing aspects of mobilisation;
- schedule of activities and deliverables during mobilisation;
- assessment of mobilisation risks and opportunities;
- approach for reviewing and accepting existing information; and
- communications arrangements during the mobilisation period.

### 3.2 Mobilisation

The Supplier will mobilise its resources within a four-week period following the commencement of the Contract. The Supplier must identify the specific individuals in their organisation who are responsible for mobilising the Contract.

The Supplier will work with EWR Co and its other partners and consultants during the mobilisation period to ensure that there is consistency in the way that each element of the work is being delivered.

The key outputs of the mobilisation period are:

- mobilisation of the key individuals named in the Supplier's proposals;
- agreement on the schedule of deliverables for the Contract;
- development of a four-month Contract lookahead schedule;
- an agreed communications strategy for interfacing with other partners;
- a risks and opportunities register; and
- the first task order developed and approved.

### 3.3 Working Arrangements

## **General Requirements**

- 3.4 The Supplier will demonstrate to EWR Co that it has established appropriate management structures and working arrangements to meet the needs of the Contract.
- 3.5 The Supplier will work with EWR Co to ensure that an effective strategy for communications is developed across the partnerships and that all partners work together in an integrated and coordinated way in the interests of the Programme.
- 3.6 The Supplier is responsible for effective liaison, communication, cooperation and coordination with EWR Co in the undertaking of its duties in the development, delivery and operation of the Programme.

## **Workplace Location**

- 3.7 The Supplier will provide EWR Co with details of the offices and teams that it proposes to deploy on the Contract and the way in which individuals in these offices and teams will be organised and managed.
- 3.8 EWR Co may, at its discretion, require the Supplier to modify its working arrangements if the organisation and office structure proposed makes it difficult to achieve a reasonable level of collaboration and integration.
- 3.9 The Supplier will, in general, be required to operate from its own offices or from employees' home locations. Staff will be asked to co-locate with EWR Co at its offices in Milton Keynes also.

## **Supplier Continuity**

- 3.10 In the first weeks of Contract mobilisation an organisation plan will be developed with the Supplier outlining who the relevant participants are, and their respective roles and responsibilities. In addition, a meeting schedule noting purpose, frequency, attendees and venue designed to align with reporting and decision-making requirements.

## **Reporting**

### **Task Order deliverables**

- 3.11 The Supplier will provide EWR Co with weekly updates, for each task order which is being delivered:
- an update on the activities performed during the preceding week;
  - the activities proposed in the forthcoming week;
  - tracking against KPI
  - the costs expended and resources deployed during the period; and
  - any risks, issues or opportunities identified.
- 3.12 A weekly meeting or call will take place between the relevant EWR Co and Supplier workstream leads to review any information / updates provided and to ensure that the project is on track.
- 3.13 A periodic (4-weekly) meeting will be held to review progress and forward lookahead with the Supplier's Project Director, Programme Manager and relevant workstream leads and the EWR Head of Land and Property, Land and Property Project Manager and relevant workstream leads.

### **DCO and Land Assembly Integrated Programme**

- 3.14 The Supplier will attend a periodic (at least 4-weekly) review meeting for the DCO and Land Assembly Integrated programme. This will be chaired by the Lot 2 Land and Property Supplier and will involve relevant Programme Managers and Workstream Leads from Lot 1 and Lot 2 Land and Property Suppliers, EWR Co Land & Property Team and other disciplines, partners and suppliers as required. This will review progress, lookahead, key give / get milestones, risks and opportunities and mitigation plans as required.
- 3.15 The Supplier will provide input to development and delivery of suitable dashboard reporting tools to ensure that information for the review and for reporting onwards is provided as concise and transparent management information.

### **Contract Review Meetings**

- 3.16 A periodic (four-weekly) contract review meeting will take place between EWR Co and the Supplier. The Supplier's Project Director and Contract Manager will attend, together with EWR Co's Head of Land & Property and Contract Manager. Other key staff may be required to attend.

The four-weekly meetings will consider:

- progress for each task order against the plan;
  - overall contract performance against KPIs and milestones;
  - actual and forecast expenditure;
  - issues and risks;
  - change requests;
  - invoicing and payment issues;
  - social value benefits delivery; and
  - outstanding actions.
- 3.17 The Supplier will devise suitable dashboard reporting tools to ensure that information is provided as concise and transparent management information.
- 3.18 An interim review meeting will be held mid-way through the period to identify and discuss any emerging commercial issues so management action can be agreed.
- 3.19 An annual review of the Supplier will take place.

## **Delivering the Services**

### **General Requirements**

- 3.20 The Supplier will only undertake the activities which have been defined in task orders prepared by EWR Co and agreed with the Supplier. Key Performance Indicators will be used to monitor performance and are attached at Appendix A.

### **Task Orders**

- 3.21 The Supplier will carry out work under the Contract as instructed under specific task order instructions. Task orders will be developed by EWR Co and will be reviewed with the Supplier prior to formal issue.
- 3.22 Task orders will include performance measures, these performance measures will be agreed in advance of task order issue, along with the budget for the order to be placed.
- 3.23 Task orders will, as a minimum, contain:
- a description of the activities included in the task order;
  - details of the key people involved in the delivery of the task order;

- details of the specific outcomes required from the delivery of the task order;
- key milestones and other relevant dates;
- success criteria and mechanisms for measurement of these;
- a detailed schedule for delivery of the task order;
- resources required for the delivery of the task order;
- an open book estimate of resource costs for delivering the task order;
- budget for delivery of the task order;
- identification of risks and uncertainties;
- key dependencies (e.g. with activities carried out by others);
- reporting requirements; and
- a payment schedule

- 3.24 Where the achievement of milestones or performance measures is dependent upon the activities of other partners, the mechanism by which success will be measured and achieved will be described in the order.

## **Change Control**

- 3.25 The Supplier will follow the methods for change control set out by EWR Co in relation to task orders or in the scope, cost or schedule of the Programme.
- 3.26 Change requests made by the Supplier will need to be supported by the rationale for change, the associated impacts on the cost and schedule, and the way in which the change will continue to demonstrate value for money.

## **Financial robustness and sustainability**

- 3.27 The Supplier must submit its annual audited Financial Accounts and any other documents that support its financial position at its year-end. EWR Co undertakes a review of the financial stability of the Supplier on an annual basis, using the submitted documents and any other means to assess the financial standing of the Supplier. Where this check highlights financial risks or areas of concern, EWR Co notifies the relevant responsible owner of the Contract and formulates a plan with the Contract Manager to mitigate the risks.

## **Handover and Demobilisation**

### **Handover**

- 3.28 The Supplier will be required to handover back to EWR Co or other entity as applicable.

### **Demobilisation**

- 3.29 The arrangements for termination of the contract, either at the end of its contractual life (or extended contractual life) or earlier, must be agreed within the first six months of the Contract. These arrangements will be described in an Exit Management Plan which will be updated at least annually and agreed between the Supplier and EWR Co.
- 3.30 The Exit Management Plan will be prepared by the Supplier and will contain the relevant procedures needed to execute a managed demobilisation of the Supplier's resources.



## Appendix A

### Land & Property Services – Re-Tender

#### Lot 1

##### KPIs

(A month period is made up of 4 weeks)

- 1.1 The KPIs set out below will be included the contract for the provision of Land and Property Services. KPIs will be reviewed at monthly contract review meetings.
- 1.2 Key Performance Indicators (KPI1, KPI 2 and KPI 3) will be key KPIs for the purposes of publishing details of the contract (Section 71 PA2023).
- 1.3 In addition, EWR Co shall at least once a year, publish a Contract Performance Notice using the key KPIs in 1.1 above.
- 1.4 By the end of week one following the end of each monthly reporting period, the supplier shall provide management information on their performance against the KPIs set out in the table below, to EWR Co.
- 1.5 The table shows the KPIs EWR Co requires the supplier to adhere to. Where the performance of the supplier drops below the indicated levels for three consecutive months, Service Credits of stated percentage of the third month's total invoice will be payable by the supplier to EWR Co.
- 1.6 If the supplier fails to meet the KPIs in 2 months out of the 3 month period for two consecutive 3 month periods, Service Credits of the stated percentage of the 7<sup>th</sup> month's total invoice will be payable by the supplier to EWR Co.
- 1.7 Where under-performance continues for a second month on any given KPI, the supplier shall provide a remedial action plan explaining how they will rectify the under-performance.
- 1.8 If the supplier continues to fail to meet the KPI beyond the three consecutive months, the Service Credit applicable for that KPI shall continue to be paid to EWR Co on a monthly basis, until the KPI level is achieved. In addition, where under-performance as set out in 1.4 above continues in subsequent quarters, Service Credits will continue to be payable by the supplier to EWR Co.

1.9 The Service Credit mechanism shall take effect only after the third month of full service commencement.

1.10 Service Credits payable by the supplier shall be capped at 5% per three month period.

Subject	Measure	Assessment Mechanism	Meets requirements	Monthly Management Information
<b>Land Acquisition</b> (KP 1a)	Responsible for ensuring all land and rights are acquired in accordance with the Land Acquisition Plan	Deliverables in Task Orders following the agreed program and on time	100% progress in month against Task Order deliverables and the Land Acquisition Plan	Service Credit applies where KPI not met for each 3 Month period <b>(Service Credit Value 0.4%)</b>
<b>Landowner Engagement</b> (KPI 1b)	Engage with all affected landowners to ensure that meaningful engagement on project proposals and efforts to acquire rights in land by agreement can be demonstrated.	Deliverables in Task Orders following the agreed program and on time	100% progress in month against Task Order deliverables and the Landowner Engagement Plan	Service Credit applies where KPI not met for each 3 Month period <b>(Service Credit Value 0.4%)</b>
<b>Valuation and Compensation</b> (KPI 1c)	Reports and advice relating to valuation and compensation issues and development and assurance of the property cost estimate	Deliverables in Task Orders following the agreed program and on time. All individual valuation and compensation estimates to be delivered promptly	100% progress in month against Task Order deliverables. Additional valuations (assessment factors) and compensation estimates to be delivered within two working weeks	Service Credit applies where KPI not met for each 3 Month period <b>(Service Credit Value 0.4%)</b>
<b>Reporting &amp; Business management</b> (KPI 1d)	Advising on and comprehensive reporting and compliance of the contract as well as seamless integration with workstreams, using Power BI to report to EWR Co	Clearly able to review and interpret business and workstream data to make	100% accuracy and real time data information in month on contract and workstream performance	Service Credit applies where KPI not met for each 3 Month period <b>(Service Credit Value 0.4%)</b>

		business decisions	against TO deliverables	
<b>DCO Preparation</b> (KPI 1e)	Responsible for delivering L&P deliverables into the EWR Co DCO application	Deliverables in Task Orders following the agreed program and on time	100% progress in month against TO deliverables and comprehensive integration with EWR DCO leads	Service Credit applies where KPI not met for each 3 Month period  <b>(Service Credit Value 0.4%)</b>
<b>Effective Quality Assurance</b> (KPI 2)	Delivering the Quality Assurance Plan monthly across all Task Orders.  Effective quality assurance and project management procedures for delivering a right first-time service	Quality Assurance Plan for TO deliverables	100% as defined within the QA Plan and Task Orders	Service Credit applies where KPI not met for each 3 Month period  <b>(Service Credit Value 1%)</b>
<b>Effective Budget Control</b> (KPI 3)	Percentage of work delivered within the allocated budget or agreed cost forecasts	Monthly cost reports and financial audits.	≤ 5% variance from the agreed baseline.	Service Credit applies where KPI not met for each 3 Month period  <b>(Service Credit Value 1%)</b>
<b>Key Personnel Retention</b> (KPI 4)	Key Personnel retention	Key Personnel departure log (any time any individual named as Key Personnel leaves the Contract - the Customer is required to update the log)	More turnover of staff less than 1 Key Personnel and/or any replacement of Key Personnel with less than 1 month notice and 1-month handover	Service Credit applies where KPI not met for each 3 Month period  <b>(Service Credit Value 1%)</b>
<b>Meeting Client Needs</b> (KPI 5)	How client needs are measured and addressed by outcomes delivered	Client Feedback gathered and issues addressed	Feedback Forms issued by supplier and reviewed at Monthly Meeting	Not subject to Service Credits

**END OF DOCUMENT**