



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru North & Mid Wales Trunk Road Agent

NMWTRA Tree Works Framework Contract 2020

VOLUME 1 Framework Conditions and Contract

October 2020

CONTRACT



Yn gweithio ar ran
Llywodraeth Cymru
Working on behalf of the
Welsh Government

NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-1
VOLUME 1 – Framework Conditions and Contract	Date: October 2020

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A	NMWTRA Framework Form of Tender
FORM OF TENDER: NMWTRA Tree Works Framework Contract 2020	
TENDER to:	Gwynedd Council, Council Offices, Caernarfon Gwynedd LL55 1SH
<p>1. We, <name of Supplier>, hereby offer to enter into a Framework Agreement with the <i>Client</i> (Gwynedd Council) for the provision of Services in accordance with your Initiation to Tender and its enclosure documents listed below: -</p> <ul style="list-style-type: none"> • Volume 0 – Instruction to Suppliers • Volume 1 – Framework Conditions and Contract • Volume 2 – Framework Information • Volume 3 – Framework Prices • Volume 4 – Framework Supplementary Information • Volume 5 – Supplier's documents <p>2. We would provide the Framework Scope as defined in Volume 2 – Framework Information in accordance with the NEC4 Framework Contract (June 2017), Contract Data Parts One and Two;</p> <p>3. We acknowledge and accept terms and requirements of Volume 0 - Instruction to Suppliers;</p> <p>4. We confirm that the tender offer will remain valid for 120 days from the date of this Form of Tender;</p> <p>5. We confirm that the undersigned is authorised to submit this Bid in accordance with and on the terms of Volume 0 - Instruction to Suppliers.</p>	
Signed:	
Name:	
Position:	
On behalf of:	
Address	
Date:	
Tel No:	
E-mail Address:	

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B	Framework Conditions of Contract	
1.	Definitions and Interpretation	
1.1	In this Framework Agreement, including all documents detailed in para 1 of the NMWTRA Framework Form of Tender , except where the context otherwise requires, the following words and expressions shall have the same meanings given opposite them: -	
	‘Call off’	means a Time Charged or Work Order commissioned under the NEC4 Framework Contract (June 2017) ;
	‘Client’	<ul style="list-style-type: none"> • is Gwynedd Council as defined in NEC4 Framework Contract (June 2017), or • is any of the Partner Authorities within the NMWTRA regions as defined in NEC4 Suite of Contracts for each Work Order issued under this Framework Agreement;
	‘Client’s Representative’	is the named person (in its capacity as the Contract Administrator for itself and the <i>Client</i>) as stated in the NEC4 Framework Contract (June 2017) Contract Data in Volume 1 – Framework Conditions and Contract ;
	‘Conditions of Contract’	means the NEC4 Framework Contract (June 2017) ;
	‘Contract Data’	means the NEC4 Framework Contract (June 2017) Contract Data form of document in this Volume 1 – Framework Conditions and Contract ;
	‘Contractor’	means the <i>Contractor</i> as defined in the NEC4 Engineering and Construction (ECC) and Short Contracts (ECSC) (June 2017) ;
	‘EIR’	means the Environmental Information Regulations 2004 (SI 2004/3391), together with any associated guidance and/ or codes of practice;
	‘FOIA’	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act, together with any associated guidance and/or codes of practice;
	‘FOI Requirements’	means the FOIA and EIR;
	‘Framework Agreement’	means the Framework Agreement between the <i>Client</i> and the <i>Supplier</i> in accordance with the NEC4 Framework Contract (June 2017) , in respect of any Scope to be carried out in accordance with any Work Order(s) issued in accordance with the Framework Conditions and the documents listed in the Form of Tender ;
	‘Framework Commencement Date’	to be determined by the <i>Client’s Representative</i> on Award of the Framework Contract;

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‘Framework Documents’	all the documents referred to in the Form of Tender in Volume 1 – Framework Conditions and Contract ;
‘Framework end date’	means 19 September 2022, or if extended at the discretion of the <i>Client</i> , 19 September 2023 or 19 September 2024;
‘Framework Period’	the two (2) year period (or three (3) or four (4) year period if extended at the discretion of the <i>Client</i>) ending on the <i>Framework end date</i> ;
‘Framework Price List’	the Prices list document(s) submitted by the <i>Supplier</i> as part of their original bid in response to the <i>Client’s</i> tender documents, detailing the agreed Prices for Scope carried out by the <i>Supplier</i> under any Work Order(s) pursuant to this Framework Agreement;
‘Lots’	means the Lots and Lot Structure set out in Volume 2 – Framework Information ;
‘NEC4 ECC’	means the NEC4 Engineering and Construction Contract (ECC) (June 2017) ;
‘NEC4 ECSC’	means the NEC4 Engineering and Construction Short Contract (ECSC) (June 2017) ;
‘NMWTRA’	means the North and Mid Wales Trunk Road Agent;
‘Parties’	means the <i>Client</i> and the <i>Supplier</i> together, and ‘Party’ means either the <i>Client</i> or the <i>Supplier</i> as defined in NEC4 Framework Contract (June 2017) ;
‘Prices’	means the rates, percentages and amounts to be provided by the <i>Supplier</i> and stated in the Framework Price List(s);
‘Supplier’	means the <i>Supplier</i> as defined in NEC4 Framework Contract (FC) (June 2017) ;
‘Time Charged or Work Order’	means a contract to carry out work within the <i>framework scope</i> ; the ‘call off’ document defining the conditions and Scope including item(s) of Works required to be carried out for any specific contract between the <i>Client</i> and <i>Supplier</i> called off under this Framework Agreement;
‘User’	means the <i>Client</i> and/or <i>Supplier</i> or other user of the Framework for commissioning a Work Order under the Framework Agreement;
‘Works’	means the works to be undertaken by the <i>Contractor</i> as defined in the Work Order called off under this Framework Agreement;
‘WG’	means the Welsh Government;

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2.	General
2.1	Unless otherwise provided in this Framework Agreement, no deletion from, addition to or other variation of this Framework Agreement shall be valid or of any effect, unless agreed in writing by both the <i>Client</i> and the <i>Supplier</i> .
3.	Framework Arrangement and Work Orders
3.1	<p>This Framework Agreement governs the overall relationship of the Parties in relation to the Services provided by the <i>Supplier</i> to the <i>Client</i>, and sets out: -</p> <ul style="list-style-type: none"> i) the procedure for the <i>Client</i> to request the provision of Services from the <i>Supplier</i> under any Work Order(s) issued under this Framework Agreement; ii) the template form of Contract Data, which incorporates the conditions of contract for each Work Order to be entered into by the <i>Client</i> and <i>Supplier</i>.
4.	Commencement
4.1	This Framework Agreement shall commence on the Framework Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the Framework <i>end date</i> .
4.2	The performance of the <i>Supplier</i> during the Framework Period will be subject to an annual review by the <i>Client's Representative</i> as defined in Volume 2 – Framework Information . Progression of the <i>Supplier</i> on to successive years during the Framework Period will only follow a successful outcome of the annual review and satisfactory performance by the <i>Supplier</i> of its obligations under the Framework Agreement and any Work Order(s) called off during the relevant twelve (12) month period.
4.3	The <i>Supplier</i> will automatically proceed on to the next year of the Framework Period if they have not performed Works or Services under any Work Order(s) for the <i>Client</i> during the relevant period.
5.	Assignment and Sub-contracting
5.1	The <i>Supplier</i> shall not assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Framework Agreement without the written consent of the <i>Client</i> .
5.2	The <i>Supplier</i> shall ensure that any sub-suppliers comply with the terms and conditions of the Framework Contract, as far as they are applicable. The <i>Supplier</i> , by employing sub-suppliers, shall not shall not relieve their obligations under the Framework Agreement.
5.3	Where the <i>Supplier</i> enters into a contract with a sub-suppliers for the purpose of performing the Contract or any part of it, the <i>Supplier</i> shall cause a term to be included in such contract which requires payment to be made by the <i>Supplier</i> to the sub-Suppliers within a specified period, not exceeding 30 days from receipt of a valid invoice as defined by the <i>Contractor</i> requirements.

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6.	Liability, Indemnities and Insurance
6.1	<p>Nothing in this Framework Agreement shall be construed to limit or exclude either Party's liability for: -</p> <ul style="list-style-type: none"> i) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; ii) Fraud or fraudulent misrepresentation by it or that of its employees, agents or sub-contractors; iii) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or iv) any other matter which, by Law, may not be excluded or limited.
6.2	<p>The <i>Supplier</i> shall indemnify and keep indemnified the <i>Client</i> fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with this Framework Agreement or any Work Order(s) called off hereunder. This clause shall not apply to the extent that the <i>Supplier</i> is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its employees, agents or sub-contractors, or by any circumstances within its or their control.</p>
6.3	<p>The <i>Supplier</i> shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the <i>Supplier</i>, arising out of the <i>Supplier's</i> performance of this Framework Agreement, including death or personal injury, loss of or damage to property or any other loss.</p>
6.4	<p>The <i>Supplier</i> shall produce to the <i>Client</i>, on request, copies of all insurance policies referred to in this clause.</p>
6.5	<p>The terms of any insurance or the amount of cover shall not relieve the <i>Supplier</i> of any liabilities under this Framework Agreement. It shall be the responsibility of the <i>Supplier</i> to determine the amount of insurance cover that will be adequate to enable the <i>Supplier</i> to satisfy any liability referred to in this Clause, but such cover shall not be less than the following:-</p> <ul style="list-style-type: none"> i) public liability insurance with a limit of indemnity of not less than ten million Pounds Sterling (£10,000,000) in relation to any one claim or series of claims; and ii) employer's liability insurance with a limit of indemnity of not less than ten million Pounds Sterling (£10,000,000) in relation to any one claim or series of claims.
6.6	<p>The <i>Supplier</i> is responsible for determining the amount of insurance cover that will be adequate to enable the <i>Supplier</i> to satisfy any liability referred to in this Clause.</p>
6.7	<p>The conditions stated in Clauses 6.1 – 6.6 inclusive shall survive termination of the Framework Agreement.</p>

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7.	Data Protection
7.1	The <i>Supplier</i> shall comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Act Legislation, which arise in connection with the Framework Agreement or any of the Work Order(s).
7.2	New data protection legislation came into force during 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. This new legislation applies to any public or private organisation processing personal data. For Contracts awarded on or after 25 May 2018 NMWTRA are required to abide by the information procedures as outlined within the GDPR Privacy Notice in Annex A - General Data Protection Regulations of this Volume.
7.3	The <i>Supplier</i> shall complete the Freedom of Information Act 2000 Declaration form in this Volume.
8.	Freedom of Information
8.1	The <i>Supplier</i> acknowledges that the <i>Client</i> is subject to the FOI Requirements and the <i>Supplier</i> shall (at the <i>Supplier's</i> expense) assist and co-operate to enable the <i>Client</i> to comply with their disclosure obligations.
8.2	The <i>Supplier</i> shall retain all information produced in the course of this Framework Arrangement or relating to this Framework Agreement for disclosure and shall permit the <i>Client</i> to inspect such records as requested from time to time.
9.	Publicity and Branding
9.1	The <i>Supplier</i> shall not make any press announcements or publicise this Framework Agreement or its contents in any way without the <i>Client's</i> prior written approval.
9.2	The <i>Supplier</i> shall not do anything or cause anything to be done, which may damage the reputation of the <i>Client</i> or bring the <i>Client</i> into disrepute.
10.	Confidentiality
10.1	Each Party shall: - <ul style="list-style-type: none"> i) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and ii) not disclose any Confidential Information belonging to the other Party to any other person without the prior written approval of the other party, except to such persons and to such extent as may be necessary for the performance of this Framework Agreement or is a requirement of Law.
10.2	The <i>Supplier</i> shall ensure that its professional advisers, employees, agents or subcontractors are aware of the <i>Supplier's</i> confidentiality obligations under this Framework Agreement and shall use its best endeavours to ensure that its professional advisers, employees, agents or subcontractors comply with the <i>Supplier's</i> confidentiality obligations under this Framework Agreement and in relation to the Work Order(s).

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11.	Governing Law
11.1	This Framework Agreement shall be governed by and construed in accordance with English Law and (without prejudice to the dispute resolution procedure set out in Clause 5 (Dispute Resolution)) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
12.	Ethical Employment
12.1	In performing the Contract the <i>Supplier</i> shall comply with all applicable statutory obligations for the time being in force including (without limitation) those relating to health, safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection and equality.
12.2	The <i>Supplier</i> shall not operate its business in a manner which may in the opinion of the <i>Client</i> bring the <i>Client</i> into disrepute.
12.3	The <i>Supplier</i> shall provide such information as the <i>Client</i> may from time to time request on the <i>Supplier's</i> supply chain for the goods/services provided.
12.4	The <i>Supplier</i> shall provide such information as the <i>Client</i> may from time to time request in respect of any recruitment/ employment agencies used by the <i>Supplier</i> in order to provide the services including without limitation information on the recruitment/employment practices and procedures used by those agencies.
12.5	The <i>Client</i> shall be entitled to inspect and examine the <i>Supplier's</i> premises from which the services/goods are supplied/stored/provided on request and to speak directly to the <i>Supplier's</i> employees.
12.6	The <i>Client</i> may terminate the Contract by notice with immediate effect if the <i>Supplier</i> is the subject of formal investigation, or the subject of a claim arising, in connection with its statutory obligations relating to employment rights, employment relations, working rights or equality.
12.7	Further guidance and information is available in the Welsh Government's Code of Practise for Ethical Employment in Supply Chains document, which details Modern Slavery and Ethical Employment statement and Action Plan: - https://www.gwynedd.llyw.cymru/en/Council/Strategies-and-policies/Modern-slavery.aspx

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C	Freedom of Information Act and Commercially Sensitive Information
Freedom of Information Act 2000 Declaration	
<p>i) The Freedom of Information Act 2000 applies to all the activities of North & Mid Wales Trunk Road Agent (NMWTRA).</p> <p>ii) As a supplier of services to NMWTRA, you should be aware of obligations and responsibilities under the Freedom of Information Act 2000 to provide on request access to recorded information held by it. One of the consequences of those new statutory responsibilities is that information NMWTRA holds about your organisation may be subject to disclosure in response to a request, unless NMWTRA decides that one of the various statutory exemptions applies.</p> <p>iii) Where you provide any information to NMWTRA that you regard as confidential and / or commercially sensitive then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and reason why should be given.</p> <p>iv) NMWTRA cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.</p> <p>v) In certain circumstances where information has not been provided in confidence, NMWTRA may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to NMWTRA.</p> <p>vi) If you require any advice on what the Freedom of Information Act 2000 involves, please contact the Information Regulation Unit on 01492 574016/574024, Fax 01492 574007;</p> <p>vii) List below any items you consider confidential or commercially sensitive:</p>	
Signed:	
Name:	
Position:	
On behalf of:	
Date:	
Tel No:	
E-mail Address:	

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D	Tender Confidentiality and Non-collusion Certificate
	<p>This tender shall be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender. Tenderers should not release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.</p> <p>Tender documents shall not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of the <i>Client</i> (Gwynedd Council) in writing.</p> <p>The Intellectual Property in the Instructions to Suppliers and the Tender Documents belongs to the <i>Client</i> and shall only be used for the purpose of responding to this Invitation to Tender. The <i>Client</i> may suffer damage for which compensation may be sought from a tenderer who discloses the material other than to employees or others having a legitimate need to know, and who are involved in the tender preparation or uses the material other than for the purposes of tendering.</p> <p>The Freedom of Information Act (FOI) means that any person who makes a valid request for information held by Gwynedd be entitled to receive it, unless all or part of that information can be withheld by virtue of the exemptions in that Act.</p> <p>As part of our responsibility under the Act, Gwynedd Council may be required to disclose any information held relating to your response to anyone who makes a request under that Act. Such information may only be withheld if it meets one or more of the exemptions or conditions in that Act. Even if an exemption is available Gwynedd Council may nevertheless disclose requested information. Information held cannot simply be classified as "confidential" or "commercial in confidence" to enable it to be protected from disclosure.</p> <p>The <i>Client</i> is subject to the provisions of the Freedom of Information (FOI) Act 2000. If the tenderer considers that any information supplied to the <i>Client</i> is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity given. Where information provided by the tenderer is identified in this way, the <i>Client</i> will consider the tenderer's comments when deciding whether or not to release this in response to an FOI request. In making its decision, the <i>Client</i> will consider all the relevant facts when determining whether the information under consideration falls within the areas listed as exempt under the FOI Act.</p>
	<p>Prevention of Collusion and Corrupt or Illegal Practices</p> <p>The essence of fair and competitive Tendering is that the <i>Client</i> shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, Tenderers agree to provide a bona fide Tender, intended to be competitive, and that the fees, rates and financial data entered in the Tender have not been fixed or adjusted by or under or in accordance with any agreement or arrangements with any other person. Tenderers also agree that they have not done and will not undertake to do at any time before the returnable date for this Tender any of the following acts:</p> <ul style="list-style-type: none"> • Communicate to a person other than the person calling for these Tenders the fees, rates and financial data herewith submitted. • Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the fees, rates and financial data of any Tender to be submitted by that person. • Offer to pay give or agree to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said services any act or thing of the sort described above.
	<p>In this certificate, the word "Person" includes any persons and anybody or association, whether or not a separate legal entity; and "any agreement or arrangement" includes any such transactions, formal or informal whether legally binding or not.</p>
We	[NAME OF TENDERER]
agree to abide by the principles set out within this certificate	
Signed:	
Name:	
Position	
Date:	

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E FRAMEWORK CONTRACT DATA PART ONE – DATA PROVIDED BY THE <i>CLIENT</i>		
The Data which will apply to all work under the Framework contract is		
	The <i>conditions of contract</i> are the clauses of the NEC4 Framework Contract (June 2017) and any <i>additional conditions of contract</i> .	
	The <i>Client</i> is	
	Name	Gwynedd Council
	Address for communications	Gwynedd Council, Council Offices, Caernarfon Gwynedd LL55 1SH
	Address for electronic communications	markjones@nmwtra.org.uk
	The <i>Client's Representative</i> is	
	Name	Mark Jones
	Address for Communications	North Wales Traffic Management Centre, Ffordd Sam Pari, Morfa, Conwy LL32 8HH
	Address for electronic communications	markjones@nmwtra.org.uk
	The Framework Information is in	Volume 2 – Framework Information
	The <i>framework scope</i> is in	Volume 2 – Framework Information
	The <i>selection procedure</i> is in	In Selection Procedure section of Volume 2 – Framework Information
	The <i>quotation procedure</i> is in	In Quotation Procedure section of Volume 2– Framework Information
	The <i>end date</i> is	19 September 2022 (subject to 1 year + 1 year extension)
	The period for reply to a <i>Supplier's</i> quotation is	2 weeks
	If <i>additional conditions of contract</i> are required	The <i>additional conditions of contract</i> are
	as stated in this Volume 1 – Framework Conditions and Contract	
The Data which will apply to all Time Charge Orders is		
	in Volume 4 – Framework Supplementary Information	
The Data which will apply to all Work Orders is		
	in Volume 4 – Framework Supplementary Information	

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F	FRAMEWORK CONTRACT DATA PART TWO – DATA PROVIDED BY THE SUPPLIER	
The Data which will apply to all work under the Framework Contract is		
	The <i>Supplier</i> is	
	Name	
	Address for communications	
	Address for electronic communications	
	The <i>quotation information</i> is in	
The Data which will apply to all Time Charge Orders is		
	in Volume 5 – Supplier’s documents (documents submitted by the <i>Supplier</i>)	
The Data which will apply to all Work Orders is		
	in Volume 5 – Supplier’s documents (documents submitted by the <i>Supplier</i>)	

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Annex A

General Data Protection Regulation Privacy Notice

Your Personal Information	
<p>The North & Mid Wales Trunk Road Agent (NMWTRA) operate on behalf of the Welsh Government (WG) for the trunk road network in North & Mid Wales.</p> <p>As agent, NMWTRA will assume the role of “Data Controller” and will be responsible for your personal information.</p>	
Why we need your information	
NMWTRA will use your information as followed:-	
Data Collected	Why we need your information?
Applicant CV / Proof of competence	<p>If you are submitting a proposal to be considered for the framework we shall use the CV / proof of competency provided as part of the Tender Assessment process.</p> <p>We shall also retain a copy of the CV / Proof of competency of all successful applicants “key staff” for the duration of the framework. Should any key staff be replaced during the term of the framework then the original CV/Proof of competency shall be destroyed and replaced by the records of a similarly competent member of staff.</p>
Justification for using your Information	
<p>NMWTRA collects and uses your personal information because it has a legal duty or right to do so; or to perform a public interest task; or because you have given your consent. The legal term for this is called the legal basis of processing.</p> <p>In this instance, NMWTRA is using your personal information because it is a contractual requirement. The effects of not providing your information are that you will not be considered for the framework.</p> <p>NMWTRA will not use your information for automated decision making or profiling.</p>	
How your data will be Shared & How long will the data be retained	
<p>The information you provide will not be shared with any other organisations.</p> <p>NMWTRA will not transfer your personal information to another country.</p>	

	Data Collected	Retention Period
	<u>Successful Applicant</u> Key Staff - CV / Proof of competence	For defined “Key Staff” the CV / Proof of competency will be retained for the term of Framework Agreement or until such time as the “key individual” is replaced by similarly competent person. If the original “key staff” is replaced the their CV / Proof of competence shall be deleted and replaced with the new key individual’s CV / Proof of competency.
	<u>Successful Applicant</u> Other Staff (non-key staff) - CV / Proof of competence	For non “Key Staff” the CV / Proof of competency will be deleted after the successful award.
	<u>Unsuccessful Applicant</u> CV / Proof of competence	Retained until after the Alcatel period has passed or resolved.
	Your rights: -	
	You have legal rights, and it is important that you know what they are.	
	You have the right to obtain a copy of your personal data. You will be provided with copies of your personal data within the statutory period of one month (or if providing your personal data is a complex matter, this will be done as soon as is reasonable within 3 months). Your personal data will be provided to you free of charge, however, if your request is deemed <i>manifestly unfounded</i> or <i>excessive</i> , a reasonable fee will be charged. You may ask to obtain your personal data by contacting the NMWTRA Data Protection Officer.	
	You have the right to have information about you corrected. You have the right to ask that your personal data is rectified if it is incorrect or incomplete. This will be done within 1 month, or if your request is complex, within 3 months.	
	The right to have personal data erased in specific circumstances: <ul style="list-style-type: none"> • Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed; • If you withdraw your consent; • When you object to NMWTRA processing and there is no overriding legitimate interest for continuing the processing; • If the personal data was unlawfully processed; • When the personal data has to be erased in order to comply with a legal obligation; or • When the personal data is processed in relation to the offer of information society services to a child, e.g. an app developed specifically for children. 	
	The right to data portability. Under certain circumstances, you have the right to obtain and reuse your personal data across different circumstances.	

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	<p>The right to object. In addition to the right to object to your information being used for direct marketing, you have the right to object to processing based on the performance of a task in the public interest/exercise of official authority (including profiling), and processing for purposes of scientific/historical research and statistics.</p>
	<p>Rights in relation to automated decision making. You have the right not to be subject to decisions based solely on automated processing, including profiling, which produces legal effects on you or affects you in a significant way.</p>
	<p>Data Protection Officer: The email address for the NMWTRA Data Protection Officer is dataprotectionofficer@gwynedd.llyw.cymru</p> <p>If you wish to complain about the way that NMWTRA has used your personal data contact the Data Protection Officer.</p> <p>If you are not satisfied with their response you also have the right to contact the Information Commissioner:</p> <p>https://ico.org.uk/concerns.</p> <p>Information Commissioner’s Office,</p> <p>Wycliffe House,</p> <p>Water Lane,</p> <p>Wilmslow,</p> <p>Cheshire,</p> <p>SK9 5AF.</p> <p>Telephone: 01625 545 745 or 0303 123 1113</p>