

**46. SCHEDULE 46:**

**COMMERCIALLY SENSITIVE  
INFORMATION**

**Part 1: Commercially  
Sensitive Contractual  
Information**

**Part 2: Commercially  
Sensitive Material**

## Part 2: Commercially Sensitive Material

<b>Column 1</b>  <b>Commercially Sensitive Material</b>	<b>Column 2</b>  <b>For period ending on date below</b>
<p>1. Financial information including any information relating to the Contractor's price for any Works or Services including any build-up or breakdown of total cost or any element thereof including profit margins, contract sum analysis, overheads, overhead and profit element, preliminaries and payments terms.</p>	<p>Expiry Date</p>
<p>2. Information on the Contractor's approach to the Work/Services including design information, method statements, programme analysis and details of the programme, working practices, staffing levels and structures.</p>	<p>Expiry Date</p>
<p>Together with, in the case of each of paragraphs 1 to 2 above, equivalent information concerning any Sub-Contractor and the Contractor's negotiations and contractual arrangements with any Sub-Contractor.</p>	<p>Expiry Date</p>
<p>3. Details of any Performance Deductions, Performance Points or any other penalties or Warning Notices incurred by/issued to the Contractor (or any of its Sub-Contractors).**</p>	<p>Expiry Date</p>
<p>The Parties further acknowledge that information that comes into existence during the Contract Period may be commercially sensitive. To that end the Parties are entitled to agree an update from time to time to ensure that this Schedule 46 (Commercially Sensitive Information) remains up to date and effective.</p>	<p>As agreed between the Parties on an item by item basis from time to time</p>

\*\*Note 2: the provisions of Note 1 above shall apply also to this item 3.